



S 444530

This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15th Day of Nov'24 at

between Aneesha Baid

and KJMC Corporate Advisors (India) Limited



INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

Ms. Aneesha Baid, wife of Mr. Deepak Baid aged 43 years residing at B-114 A Dayanand Marg M.I. Road Jaipur Rajasthan-302004 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

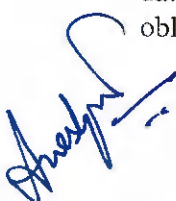
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which




the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. **Miscellaneous**

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.

- (b) The Parties' addresses are:

Promoter

Attention: Aneesha Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Anneshab@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and



except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)



SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>No. of shares bought - (Fr Rs. 10/-)</i>	Kjmc Corporate Advisors (India) Limited . <i>26500</i>
2.	Address of the Buyer	162, 16Th Floor, Atlanta Nariman Point Mumbai- Maharashtra 400021
3.	Identification Number (PAN etc.)	AAACK9266B
4.	Contact Number (Tel./mob.)	7045810198
5.	Email-ID	groupaccounts@kjmc.com
6.	Designated bank account	00602050005596 HDFC BANK LTD HDFC0000060



SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

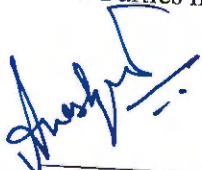
S. No	Name of Share Holder	% holding
1	Aakar Jain	
2	Abhishek Prakash Sharma	0.65%
3	Aditi Mehta	0.25%
4	Agile Finserv Private Limited	0.06%
5	Amar Kumar Gupta Huf	0.38%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	0.06%
8	Angira Ravi Goenka	5.41%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.13%
11	Arun Mittal .	0.25%
12	Ashni Akarsh Mehta	0.13%
13	Avkash Ganeriwal	0.14%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.13%
16	Bhagawatiben Mahendrabhai Patel	0.03%
17	Bhavik Ramesh Mutha	0.05%
18	Deepak Baid	0.06%
19	Deepak Hitech Motors Private Limited	17.66%
20	Dharmika Maheshwari	6.70%
21	Divya Navani	0.07%
22	Gaurav Sharma	0.03%
23	Govind Kumar	0.25%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.06%
26	Harsha Tinker	0.25%
27	Hirak Vinimay Private Limited	0.01%
28	Intellect Fincap Advisors Private Limited	52.01%
29	Kailash Prasad Agarwal	0.13%
30	Kjmc Corporate Advisors (India) Limited .	0.06%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.13%
33	Naveen Giria	0.03%
34	Naveen Sawlani	0.25%
35	Neeraj Chowdhury	0.03%
36	Neha Chowdhury	0.15%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.13%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.06%
41	Omprakash Gurdasmal Chawla	0.04%
42	Payal Agrawal	0.06%
43	Piyush Agarwala	0.03%
44	Polyaka Investments Private Limited	0.13%
45	Prajwal Ramesh Zende	0.25%
46	Prakarsh Jain	0.08%
47	Pratibha Soni	0.14%
48	Preeti Chopra	0.02%
		0.26%




49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhania	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%



The Parties have executed this Agreement as of the date first written above.


[Promoter]

For KJMC CORPORATE ADVISORS (INDIA) LIMITED

DIRECTOR/AUTHORISED SIGNATORY
[Investor 1]



S 444527

This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15th Day of Nov '24

between Ms. Aneesha Baid

and Benani Wealthfront LLP

BENANI WEALTHFRONT LLP

AUTHORISED SIGNATORY

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at Jaipur on November 15, 2024 ("Execution Date") by and between:

Ms. Aneesha Baid, wife of Mr. Deepak Baid aged 43 years residing at B-114 A Dayanand Marg M.I. Road Jaipur Rajasthan-302004 (hereinafter each such person shall be individually referred to as the "Promoter" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "Investor" and collectively referred to as the "Investors", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

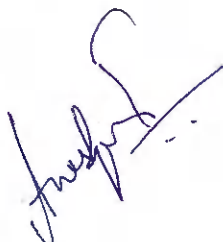
WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("Company").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under Schedule II of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("IPO") for listing and trading on the recognized stock exchange(s).
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Provided that the Exit Period shall be extended on occurrence of any of the following events:



BENANI WEALTHFRONT LLP

AUTHORISED SIGNATORY

- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
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3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
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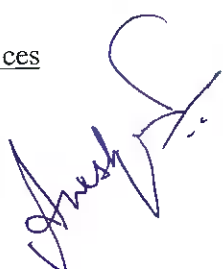
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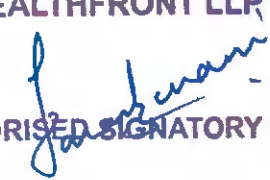
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BENANI WEALTHFRONT LLP

AUTHORISED SIGNATORY



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Promoter

Attention: Aneesha Baid

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Email ID: Anneshab@lifc.in

Investors

As per Schedule I

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16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

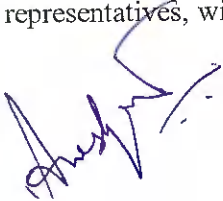
None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and



except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

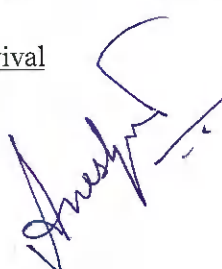
16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



BENANI WEALTHFRONT LLP



AUTHORISED SIGNATORY

Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

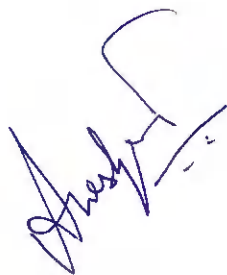
16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)



BENANI WEALTHFRONT LLP


AUTHORISED SIGNATORY

SCHEDULE I
DETAILS OF INVESTORS

Sr. no	Particulars	Details
1.	Name of the Buyer <i>No. of shares bought (FV Rs 10/-)</i>	Benani Wealthfront Llp <i>26500</i>
2.	Address of the Buyer	Atlantis A 101 Opp Big Bazar 150 Ft Ring Road Rajkot Sau Uni Area Gandhigram Rajkot-Gujarat 360005
3.	Identification Number (PAN etc.)	ABBFB1255E
4.	Contact Number (Tel./mob.)	9687438528
5.	Email-ID	PARAS.BENANI@GMAIL.COM
6.	Designated bank account	348305500689 ICICI BANK LTD ICIC0003483

BENANI WEALTHFRONT LLP

AUTHORIZED SIGNATORY

SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
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23	Govind Kumar	0.06%
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26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
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30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%



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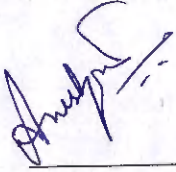

AUTHORISED SIGNATORY

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhanian	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%

BENANI WEALTHFRONT LLP

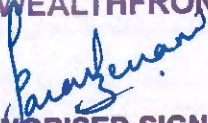
AUTHORISED SIGNATORY

The Parties have executed this Agreement as of the date first written above.



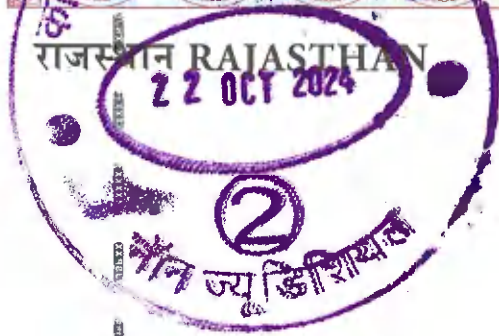
[Promoter]

PERANI WEALTHFRONT LLP



AUTHORISED SIGNATORY

[Investor 1]



S 444529

This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15th Day of Nov '24 at

between Aneesha Baid

and Rachana Sanjay Genka

[Signature]

[Signature]

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

Ms. Aneesha Baid, wife of Mr. Deepak Baid aged 43 years residing at B-114 A Dayanand Marg M.I. Road Jaipur Rajasthan-302004 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxini India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which



the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices

- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.

- (b) The Parties' addresses are:

Promoter

Attention: Aneesha Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Anneshab@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

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No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

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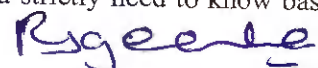
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- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

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- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

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16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)



SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>NO. of shares bought -</i>	Rachana Sanjay Goenka <i>26500</i>
2.	Address of the Buyer <i>(FV Rs. 10/-)</i>	141/C Grand Paradi Apartments 14Th Floor A K Marg Mumbai 400036
3.	Identification Number (PAN etc.)	AAFPG0065N
4.	Contact Number (Tel./mob.)	9820100977
5.	Email-ID	SCSLMUMBAI@REDIFFMAIL.COM
6.	Designated bank account	50100315763409 HDFC BANK HDFC0000163

Rsgene

[Signature]

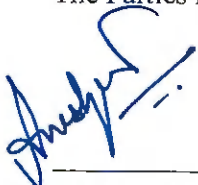
SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
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36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
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52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
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55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
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60	Ritula Saraf	0.25%
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84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%




The Parties have executed this Agreement as of the date first written above.



[Promoter]



[Investor 1]



S 444528

This Document Forms Part & Parcel
of Inter-Se Agreement
Executed on 15th Day of NOV'24 at.....
between Aneesha Baid
and Rajesh Bansal

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

Ms. Aneesha Baid, wife of Mr. Deepak Baid aged 43 years residing at B-114 A Dayanand Marg M.I. Road Jaipur Rajasthan-302004 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

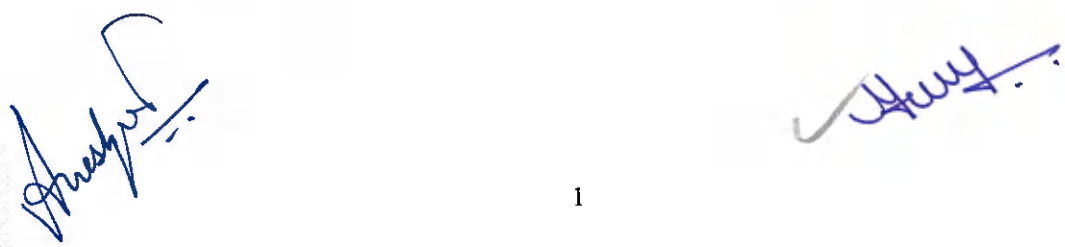
WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

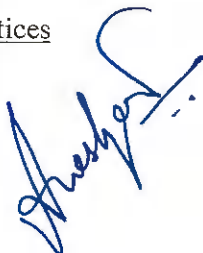
the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
 - (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.
- (b) The Parties' addresses are:

Promoter

Attention: Aneesha Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Anneshab@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and

except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

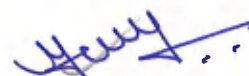
16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

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SCHEDULE I
DETAILS OF INVESTORS

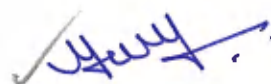
Srl.	Particulars	Details
1.	Name of the Buyer <i>NO of shares bought (FV</i>	Rajesh Bansal <i>26500</i>
2.	Address of the Buyer <i>Rs. 10/-</i>	B-15, CC Colony, Opposite Rana Pratap Bagh, North Delhi, Delhi – 110007
3.	Identification Number (PAN etc.)	AAHPB8484E
4.	Contact Number (Tel./mob.)	9310087765
5.	Email-ID	boardbplrajesh@yahoo.com
6.	Designated bank account	016001531884 ICICI BANK LTD ICIC0000160



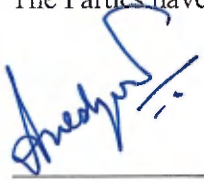
SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
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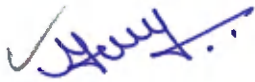
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84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%

The Parties have executed this Agreement as of the date first written above.

A handwritten signature in blue ink, appearing to be "Fredy S.", written over a horizontal line.

[Promoter]

A handwritten signature in blue ink, appearing to be "Hany H.", written over a horizontal line.

[Investor 1]



राजस्थान RAJASTHAN

S 444523

This Document Forms Part & Parcel
Of Inter-se Agreement
Executed on 15th Day of Nov'24 at.....
between Ms. Aneesha Baid
and Srinithi Ventures.....

[Handwritten Signature]

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

Ms. Aneesha Baid, wife of Mr. Deepak Baid aged 43 years residing at B-114 A Dayanand Marg M.I. Road Jaipur Rajasthan-302004 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

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NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
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7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
 - (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.
- (b) The Parties' addresses are:

Promoter

Attention: Aneesha Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Anneshab@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and



except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

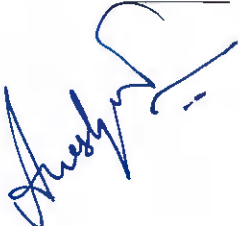
16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)



SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>NO. of shares bought - (FVR-101-) 53000</i>	SRINITHI VENTURES
2.	Address of the Buyer	231 Maharshi Debendra Road Kolkata Kolkata Kolkata 700007
3.	Identification Number (PAN etc.)	AEUFS3355N
4.	Contact Number (Tel./mob.)	9831045595
5.	Email-ID	SRINITHIVENTURES@GMAIL.COM
6.	Designated bank account	695005500321 ICICI BANK LIMITED ICIC0006950

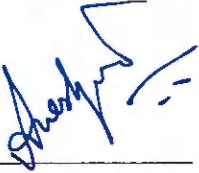


SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

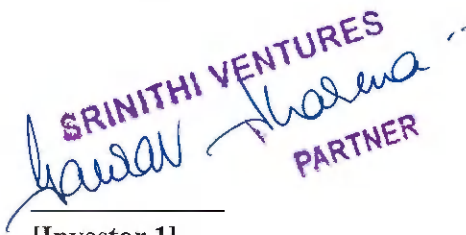
S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhania	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%

The Parties have executed this Agreement as of the date first written above.



[Promoter]



SRINITHI VENTURES
PARTNER

[Investor 1]



S 444525

This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15th Day of NOV '24 at

between Ms. Aneisha Baid

and Vpk Global Ventures Fund - VPK Global Venture

VPK GLOBAL VENTURES FUND - SCHEME 1

Chetan P. Kataria

Authorised Signatory

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

Ms. Aneesha Baid, wife of Mr. Deepak Baid aged 43 years residing at B-114 A Dayanand Marg M.I. Road Jaipur Rajasthan-302004 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

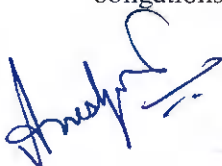
Provided that the Exit Period shall be extended on occurrence of any of the following events:

VPK GLOBAL VENTURES FUND - SCHEME 1



Authorised Signatory

- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations ~~shall be suspended until the earlier of: (a) the date on which~~



Chitran P. Katak
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Authorised Signatory

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

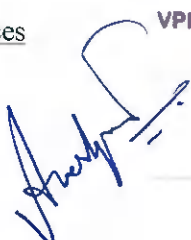
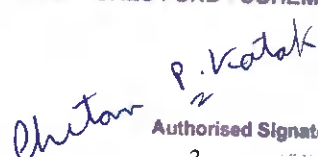
9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices

VPK GLOBAL VENTURES FUND - SCHEME 1

 
Authorized Signatory

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- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.
- (b) The Parties' addresses are:

Promoter

Attention: Aneesha Baid
Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001
Email ID: Anneshab@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and

VPK GLOBAL VENTURES FUND - SCHEME 1

Chetan P. Kotak
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Authorised Signatory

except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival

VPK GLOBAL VENTURES FUND - SCHEME 1

 
Authorised Signatory

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Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.




16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

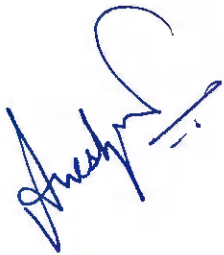
The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

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**SCHEDULE I
DETAILS OF INVESTORS**

Srl.	Particulars	Details
1.	Name of the Buyer <i>No. of shares bought (FV Rs. 10/-)</i>	Vpk Global Ventures Fund - Vpk Global Venture <i>53000</i>
2.	Address of the Buyer	Orbis Financial Corporation Ltd 4 A Ocus Technopolis Golf Club Road, Sector-54 Gurgaon 122002
3.	Identification Number (PAN etc.)	AADTV9601K
4.	Contact Number (Tel./inob.)	9289099334
5.	Email-ID	CUSTODIAN@ORBISFINANCIAL.IN
6.	Designated bank account	Account No-41711198420 Bank-STATE BANK OF INDIA IFSC- SBIN0009995



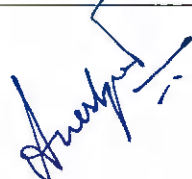
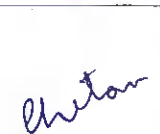
VPK GLOBAL VENTURES FUND - SCHEME 1

Chetan V. Katak
Authorised Signatory

SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
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15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
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28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
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VPK GLOBAL VENTURES FUND - SCHEME 1

 P. Kotak
 8
 Authorised Signatory

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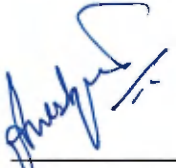


VPK GLOBAL VENTURES FUND - SCHEME 1

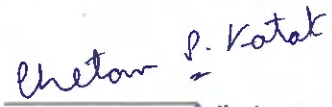
Chitan P. Kotak

Authorised Signatory

The Parties have executed this Agreement as of the date first written above.


[Promoter]

VPK GLOBAL VENTURES FUND - SCHEME 1


[Investor 1] **Authorised Signatory**



S 444524

This Document Forms Part & Parcel

Of Inter-se Agreement

Executed on 15th Day of Nov '24 at

between Ms. Aneesha Baid

and Trikikram Ventures

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

Ms. Aneesha Baid, wife of Mr. Deepak Baid aged 43 years residing at B-114 A Dayanand Marg M.I. Road Jaipur Rajasthan-302004 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

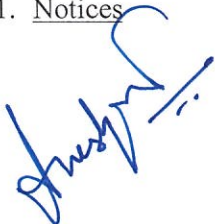
the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. **Miscellaneous**

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
 - (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.
- (b) The Parties' addresses are:

Promoter

Attention: Aneesha Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Anneshab@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and



except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

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The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

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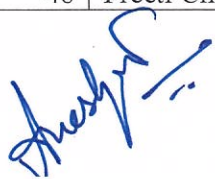
SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer	TRIVIKRAM VENTURES
2.	Address of the Buyer	231 Maharshi Debendra Road Kolkata 700007 Kolkata 700007
3.	Identification Number (PAN etc.)	AATFT4648J
4.	Contact Number (Tel./mob.)	9999373517
5.	Email-ID	TRIVIKRAM.VENTURES@OUTLOOK.COM
6.	Designated bank account	695005500322 ICICI BANK LIMITED ICIC0006950



SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
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The Parties have executed this Agreement as of the date first written above.



[Promoter]

TRIVIKRAM VENTURES


PARTNER

[Investor 1]



S 444540

This Document Forms Part & Parcel

Of Inter-Se Agreement

Executed on 15th Day of NOV '24 at

between M/S. Deepak Hitech Motors private limited

and Angira Rani Goenka

[Handwritten signatures]

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at Jaipur on November 15, 2024 ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
 3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
 4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
 5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
 6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
 7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
 8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.

- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Deepak@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and

except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival

Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

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SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>No. of shares bought (FV 26500)</i>	Angira Ravi Goenka
2.	Address of the Buyer <i>R101</i>	Flat No-203/204, Evershine Jew 15Th Road Khar West Mumbai-Maharashtra 400052
3.	Identification Number (PAN etc.)	ADVPG8309G
4.	Contact Number (Tel./mob.)	9821158942
5.	Email-ID	RKIMUM@RAMKIN.IN
6.	Designated bank account	50200045270777 HDFC BANK LTD HDFC0000060



SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhanian	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%



The Parties have executed this Agreement as of the date first written above.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

[Promoter]

A handwritten signature in blue ink, appearing to be the letters 'dy' with a small circle above the 'y'.

[Investor 1]



S 444534



This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15th Day of Nov '24 at

between MS. Deepak Hitech Motors private Limited

and Anuj prem Kumar Agarwal

Anuj

MS

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at Jaipur on November 15, 2024 ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which



the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
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 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

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- (b) The Parties' addresses are:

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Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

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- (i) if hand delivered, on delivery;
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None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

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except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

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- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)



SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer	Anuj Premkumar Agarwal
2.	Address of the Buyer	111 Laxmi Vilas 87 Nepeansea Road Malabar Hill Mumbai-Maharashtra 400006
3.	Identification Number (PAN etc.)	AABPA7439E
4.	Contact Number (Tel./mob.)	9821415444
5.	Email-ID	premgroupp@hotmaill.com
6.	Designated bank account	777701128230 ICICI BANK LTD ICIC0006235

Anuj

PL

SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhania	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%

The Parties have executed this Agreement as of the date first written above.


[Promoter]
[Investor 1]



S 444535

This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15th Day of NOV'24 at

between M/s Deepak Hitech Motors private limited

and Arun Mittal

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at Jaipur on November 15, 2024 ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:

- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
 3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
 4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
 5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
 6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
 7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
 8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

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[Signature]

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices

- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.

- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Deepak@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and



except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

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16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)



SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>No. of shares bought - (FV</i>	Arun Mittal . <i>26500</i>
2.	Address of the Buyer <i>(Rs. 10/-)</i>	Mittal Bhawan 62 A Peddar Road Cumballa Hill S.O. Mumbai-Maharashtra 400026
3.	Identification Number (PAN etc.)	AADPM3018K
4.	Contact Number (Tel./mob.)	9821038781
5.	Email-ID	ARUN@MITTAL.COM
6.	Designated bank account	00011530000831 HDFC BANK LTD HDFC0000001

Arun Mittal

Arjun Mittal

Arjun Mittal

SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
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84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%

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The Parties have executed this Agreement as of the date first written above.



[Promoter]



[Investor 1]



S 444541

This Document Forms Part & Parcel

Of Inter-se Agreement

Executed on 15th Day of Nov'24 at

between M/S. Deepak Hitech motors private limited
and Ashni Akarsh Mehta

[Handwritten signature]

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
 3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
 4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
 5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
 6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
 7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
 8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
 - (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.
- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Deepak@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and

except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)



SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>No. of shares bought- (FV Rs. 10/-)</i>	Ashni Akarsh Mehta <i>26500</i>
2.	Address of the Buyer	20Th Floor 2001 Omkar 1973 Wor Pandurang Budhkar Marg Worli Near Shani Mandir Mumbai- Maharashtra 400018
3.	Identification Number (PAN etc.)	CHTPS4290N
4.	Contact Number (Tel./mob.)	9820011329
5.	Email-ID	AKARSHESL@GMAIL.COM
6.	Designated bank account	10143563670 IDFC BANK IDFB0040101



SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhanian	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners LLP	0.06%



The Parties have executed this Agreement as of the date first written above.

A handwritten signature in blue ink, consisting of several stylized, overlapping loops and curves.

[Promoter]

A handwritten signature in blue ink, appearing to read 'Ashraf' followed by a stylized flourish.

[Investor 1]



S 444539

This Document Forms Part & Parcel

Of Inter-se Agreement

Executed on 15th Day of Nov '24 at

between M/s. Deepak Hitech Motors private limited

and Avkash Ganerwal

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
 3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
 4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
 5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
 6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
 7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
 8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which



the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices

- (a) A Party giving notice or notifying under this Agreement must do so in writing:
 - (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.
- (b) The Parties' addresses are:

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Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

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 - (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
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The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

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No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

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None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

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Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and



except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival

Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)



SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>No. of shares bought - (FV)</i>	Avkash Ganeriwal <i>26500</i>
2.	Address of the Buyer <i>Rs. 10/-</i>	J V P D Scheme Mahabir Sadan 5Th Floor Plot No C-1 N S Road No 1 Juhu Mumbai 400049
3.	Identification Number (PAN etc.)	AISPG6816A
4.	Contact Number (Tel./mob.)	02222083345
5.	Email-ID	anil_ganeriwal0306@rediffmail.com
6.	Designated bank account	22210058869 STANDARD CHARTERED BANK SCBL0036084



SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
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34	Naveen Sawlani	0.03%
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41	Omprakash Gurdasmal Chawla	0.06%
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57	Rashmi Giria	0.51%
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60	Ritula Saraf	0.25%
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62	Sanjay Garudapally	0.76%
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78	Tatkal Electronics Services Pvt. Ltd	0.06%
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80	Vijaykumar Kashibhai Patel	0.03%
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82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%



The Parties have executed this Agreement as of the date first written above.

A handwritten signature in blue ink, consisting of several stylized, overlapping loops and strokes.

[Promoter]

x A handwritten signature in blue ink, starting with a small 'x' followed by the name 'Anush Ganesimal' in a cursive script.

[Investor 1]



S 444536

This Document Forms Part & Parcel

Of Inter-se Agreement

Executed on 15th Day of Nov '24 at.....

between MLS Deepak Teitech motors private limited
and Harit Exports pvt. Ltd.

[Signature]

[Signature]

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:

- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
 3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
 4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
 5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
 6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
 7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
 8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.

- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Deepak@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

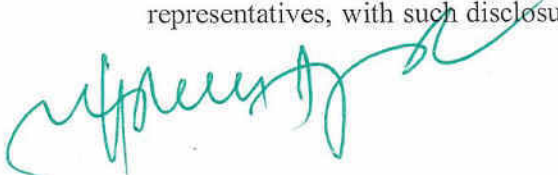
None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and



except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

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16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

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SCHEDULE I
DETAILS OF INVESTORS

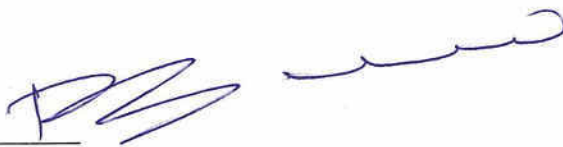
Srl.	Particulars	Details
1.	Name of the Buyer <i>NO. of shares bought - 53000</i>	Harit Exports Pvt Ltd
2.	Address of the Buyer <i>(FV Rs. 10/-)</i>	B-G, Kakad House, B-Wing, 3Rd Flr, 11 New Marine Lines Mumbai-Maharashtra 400020
3.	Identification Number (PAN etc.)	AAACH2826C
4.	Contact Number (Tel./mob.)	9820520601
5.	Email-ID	office@haritexports.in
6.	Designated bank account	09572010000689 KOTAK MAHINDRA BANK LTD KKBK0000957

SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE


S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
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3	Aditi Mehta	0.06%
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The Parties have executed this Agreement as of the date first written above.



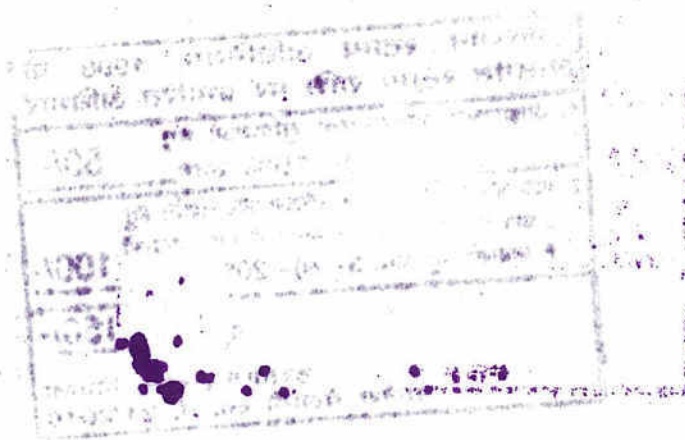
[Promoter]



[Investor 1]



S 444542



This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15th Day of NOV '24 at

between M/s Deepak Hitech Motors pvt. Ltd.

and Rajiv Gupta

[Handwritten signature]

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at Jaipur on November 15, 2024 ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
 3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
 4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
 5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
 6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
 7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
 8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("Third Party") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("Third Party Sale"), at the fair market value ("FMV") calculated by a reputed registered valuer ("Valuer") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.
- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Deepak@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and

except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)

Two handwritten signatures in blue ink are visible at the bottom right of the page. The first signature is a stylized, cursive 'P' followed by a series of loops. The second signature is a simpler, more horizontal cursive mark.

SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>NO. of shares bought - (FV Rs. 10/-)</i>	Rajiv Gupta <i>26500</i>
2.	Address of the Buyer	6A Short Street Calcutta Kolkata West Bengal, India 700016
3.	Identification Number (PAN etc.)	AHNPG6877D
4.	Contact Number (Tel./mob.)	9674347333
5.	Email-ID	rajiv.rdhl@gmail.com
6.	Designated bank account	031201002933 ICICI BANK ICIC0000312



SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhania	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Moha	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%



The Parties have executed this Agreement as of the date first written above.



[Promoter]

RG 

[Investor 1]



S 444544



This Document Forms Part & Parcel
of Inter-se Agreement
Executed on 15th Day of Nov'24 at.....
between MLS Deepak Hitech motors pvt. Ltd.
and Rakesh Rosan Dalmia

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at Jaipur on November 15, 2024 ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
 3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
 4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
 5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
 6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
 7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
 8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.

- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Deepak@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and

except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)



SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>NO. of shares bought (FV Rs. 10/-)</i>	Rakesh Rosan Dalmia <i>53000</i>
2.	Address of the Buyer	S O Bijay Kumar Dalmia Flat No 6G Tower 2 Diamond City South 58 M G Road Paschim Kolkata-West Bengal 700041
3.	Identification Number (PAN etc.)	ADSPD0112B
4.	Contact Number (Tel./mob.)	9830020691
5.	Email-ID	RAKDAL@GMAIL.COM
6.	Designated bank account	01061000143315 HDFC BANK LTD HDFC0009253

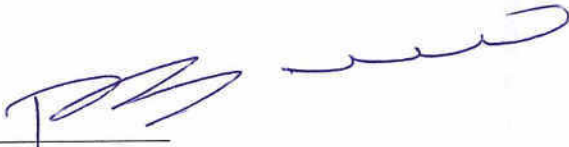



SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhania	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%

The Parties have executed this Agreement as of the date first written above.



[Promoter]

[Investor 1]



AB 606706

This Document Forms Part & Parcel
of the Inter-se Agreement

Executed on 15th Day of Nov/24

by Mr. Deepak Hiteesh motors pvt. Ltd.
in favour of Shyam Sunder Kothari

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at Jaipur on November 15, 2024 ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:

- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
- (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
- (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.

2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.

3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.

4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.

5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).

6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "Modification of Rights"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "Restatement Date"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.

7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.

8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("Third Party") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("Third Party Sale"), at the fair market value ("FMV") calculated by a reputed registered valuer ("Valuer") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices

- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.
- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid
 Address: B-114 A Dayanand Marg M.L. Road Jaipur 302001
 Email ID: Deepak@jllfc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and

except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival

16.11. Counterparts
Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

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16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)

SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>NO. of shares bought (FV Rs. 10/-)</i>	SHYAM SUNDER KOTHARI <i>21000</i>
2.	Address of the Buyer	H NO 5-K SARABHA NAGAR, LUDHIANA
3.	Identification Number (PAN etc.)	ADZPK9292Q
4.	Contact Number (Tel./mob.)	9814033400
5.	Email-ID	shyam_kothari@hotmail.com
6.	Designated bank account	27691930000416 HDFC BANK

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserve Private Limited	0.38%
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SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

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84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%

[Investor I]

Siyam Rose Lator

[Promoter]

The Parties have executed this Agreement as of the date first written above.



S 444538



This Document Forms Part & Parcel

Of Inter-se Agreement

Executed on 15th Day of Nov'24 at.....

between M/S Deepak Hitech Motors private limited

and Tarla Bhupendra patel

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.
- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Deepak@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and

except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

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Two handwritten signatures in blue ink are visible on the right side of the page. The first signature is a stylized, cursive 'PS' or similar initials. The second signature is a more fluid, cursive signature, possibly reading 'M' or 'N'.

SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>No. of shares bought (FV Rs 10/-)</i>	Tarla Bhupendra Patel <i>26500</i>
2.	Address of the Buyer	11 Sevak Nagar Behind Geb Office Near Geb Race Course Vadodara-Gujarat 390007
3.	Identification Number (PAN etc.)	ACLPP0560D
4.	Contact Number (Tel./mob.)	9898590309
5.	Email-ID	MITULPATEL33@YAHOO.COM
6.	Designated bank account	0131071181700 IDBI BANK IBKL0000021

[Handwritten signature]

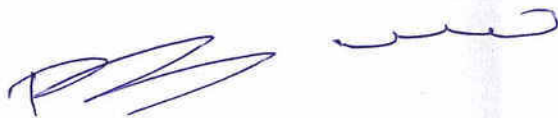
SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhania	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%




The Parties have executed this Agreement as of the date first written above.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes.

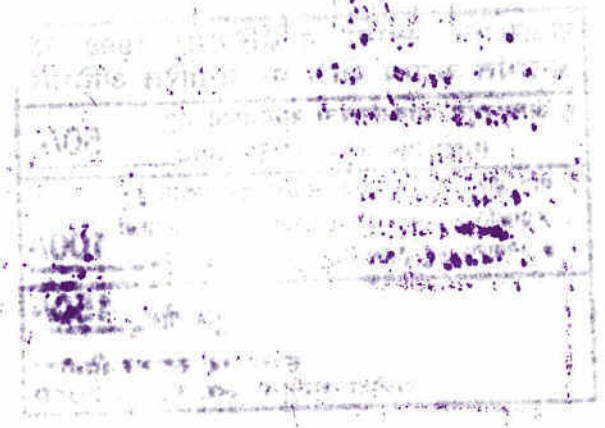
[Promoter]

A handwritten signature in blue ink, starting with a large 'X' and followed by the word 'Blattel' in a cursive script.

[Investor 1]



S 444545



This Document Forms Part & Parcel
of Inter-se Agreement
Executed on 15th Day of Nov'24 at
between M/s Deepak Hitech motors private limited
and Vipulbhai Kanubhai patel

[Handwritten signature]

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at **Jaipur** on **November 15, 2024** ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:

- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
 3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
 4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
 5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
 6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
 7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
 8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.

- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Deepak@lifc.in

Investors

As per Schedule I

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- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
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No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

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None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

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Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

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except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

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Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

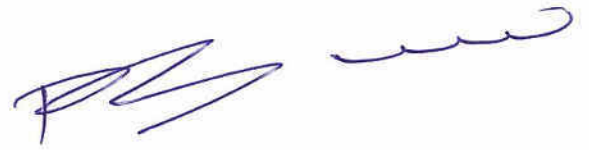
The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

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Two handwritten signatures in blue ink, one on the left and one on the right, positioned below the text "(Intentionally left blank)".

SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>NO. OF shares bought (FVR-10/-)</i>	Vipulbhai Kanubhai Patel <i>26500</i>
2.	Address of the Buyer	B15/144 Gide Colony Near Vima Kamdar Hospital Makarpura Vadodara-Gujarat 390010
3.	Identification Number (PAN etc.)	AMRPP8746P
4.	Contact Number (Tel./mob.)	9825999107
5.	Email-ID	Vipulpatel_pl@yahoo.co.in
6.	Designated bank account	31340100001155 BARODA GUJARAT GRAMIN BANK BARB0BGBBXX




SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhania	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%



The Parties have executed this Agreement as of the date first written above.



[Promoter]

[Investor 1]



This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15th Day of NOV 2024 at

between M/S. Deepak Hitech Motors pvt. Ltd.

and Vishal Nitin Sampat

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at Jaipur on November 15, 2024 ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "Promoter" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "Investor" and collectively referred to as the "Investors", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

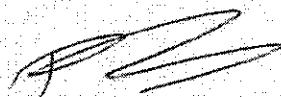

WHEREAS:

- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("Company").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under Schedule II of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("IPO") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("Exit Period") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:



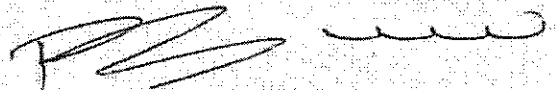
the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("Third Party") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("Third Party Sale"), at the fair market value ("FMV") calculated by a reputed registered valuer ("Valuer") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices



except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

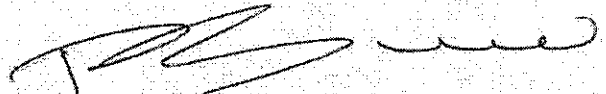

16.8. Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

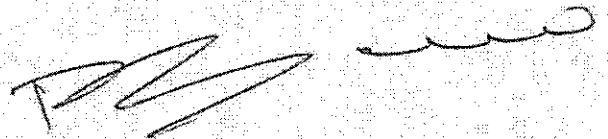
No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival



SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>NO. of shares bought - (FV Rs. 10/-)</i>	Vishal Nitin Sampat <i>26500</i>
2.	Address of the Buyer	34Th Flr 3401 Omkar 1973 Tower T II Pandurang Budhkar Marg Near Shani Mandir Worli Mumbai 400018
3.	Identification Number (PAN etc.)	AMTPS3927M
4.	Contact Number (Tel./mob.)	9820274652
5.	Email-ID	VNSAMPAT@GMAIL.COM
6.	Designated bank account	50200025560446 HDFC BANK HDFC0000060



49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
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84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%

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This Document Forms Part & Parcel

Of Inter-se Agreement

Executed on 15th Day of Nov'24 at.....

between M/s Deepak Hitech Motors pvt. Ltd.

and Intellect-Fincap Advisors pvt. Ltd.

INTELLECT FINCAP ADVISORS PVT. LTD.

Jay Prakash Dalwadi

Director / Authorised Signatory

[Signature]

INTER-SE AGREEMENT

This Inter-se Agreement (this "Agreement") is made at Jaipur on November 15, 2024 ("Execution Date") by and between:

M/s Deepak Hitech Motors Private Limited, having registered office at 21, Gopinath Marg M.I. Road Jaipur 302001 (hereinafter each such person shall be individually referred to as the "**Promoter**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his administrators, legal representatives, successors and permitted assigns) of the ONE PART;

AND

THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE I (hereinafter each such person shall be individually referred to as the "**Investor**" and collectively referred to as the "**Investors**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

In this Agreement, the Promoter and the Investors shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

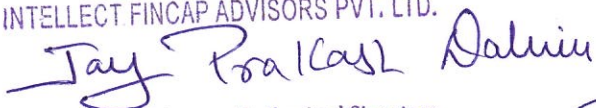
- A. The Promoter is a promoter and director of Laxmi India Finance Limited, a public company within the meaning of the Companies Act, 2013 as amended having its registered office at 2, DFL Gopinath Marg M.I. Road Jaipur Rajasthan ("**Company**").
- B. As on the Execution Date, the shareholding pattern of the Company is as set out under **Schedule II** of this Agreement.
- C. The Company is proposing, subject to necessary approvals and market conditions, an initial public offering of its equity shares ("**IPO**") for listing and trading on the recognized stock exchange(s).
- D. The Parties are desirous of entering into this Agreement to record their rights and obligations, *inter se*, in respect of their respective shareholding in the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Promoter shall take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties ("**Exit Period**") to facilitate an exit of the Investors from the Company, in accordance with applicable law:

Provided that the Exit Period shall be extended on occurrence of any of the following events:


INTELLECT FINCAP ADVISORS PVT. LTD.


Director / Authorised Signatory



- (i) A complete break-down or dislocation of the business in the major financial markets affecting the cities of Kolkata, Chennai, Mumbai and Jaipur, the Exit Period shall stand extended for the period that such event subsists;
 - (ii) Declaration of war or occurrence of insurrection, civil commotion, pandemic, epidemic, or any other serious or sustained financial, political or industrial emergency or disturbance affecting the major financial markets of Kolkata, Chennai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
 - (iii) Upon termination of the services by the book running lead manager appointed by the Company in relation to the IPO in any circumstances whatsoever, the Exit Period shall stand extended for a period of 3 (three) months.
2. Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and conditions of such IPO including the price, size and timing of the issue, stock exchanges on which the equity shares are to be listed, appointment of intermediaries as well as other related matters shall be determined by the Company in consultation with the book running lead manager(s) to the IPO in a timely manner.
 3. In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right (but not the obligation) to offer their respective shares held in the Company for sale in the IPO, in proportion to its respective shareholding and in priority to any other shareholders.
 4. The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting the IPO.
 5. The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required to meet the minimum lock-in requirements under the applicable SEBI regulations. It being clarified that the Investors shall neither be considered as a 'promoter' or 'controlling shareholder' in the offer documents nor shall they be required to offer any of their respective shares for lock-in (save and except as required under applicable law).
 6. In the event that as a result of any applicable law: (i) the Investors consent in writing to any alteration to its rights as set out in this Agreement and/or the rights attaching to the Investors' shares (such alterations being, collectively, the "**Modification of Rights**"); and (ii) the IPO does not complete such that the entire issued share capital of the Company is not admitted to trading on a recognized stock exchange by July 31, 2025 or such other date as may be mutually agreed in writing between the Parties (the "**Restatement Date**"), the Promoter shall cause the Company to undertake all necessary actions to ensure that the Investors are placed in the same position and possess the same rights they had the benefit of immediately prior to the Modification of Rights.
 7. All costs and expenses relating to the IPO including statutory filing and registration fees, and fees for advisers and managers to the IPO, shall be borne by the Company and each of the selling shareholders on a pro rata basis, in proportion to the number of equity shares issued and allotted by the Company pursuant to the fresh issue and transferred by the selling shareholders pursuant to the offer for sale, in the manner as may be agreed between the parties, subject to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
 8. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the date of the Company filing its draft red herring prospectus for the IPO, their respective rights and obligations under this Agreement shall remain suspended until the earlier of: (a) the date on which

INTELLECT FINCAP ADVISORS PVT. LTD.


Director / Authorised Signatory

the Company decides to withdraw or not undertake the IPO, for any reason whatsoever; or (b) the date of return or rejection of the offer document by regulatory authorities.

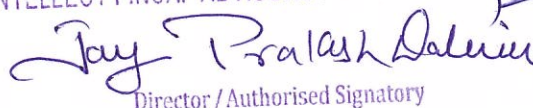
9. If, for any reason whatsoever, the Company's IPO has not been consummated within the Exit Period, the Promoter shall use best endeavours to procure a valid, binding and written offer within a period of 3 (three) months of expiry of the Exit Period, from any person ("**Third Party**") acceptable to the Investors acting reasonably, to acquire all (and not less than all) the shares held by them in the Company ("**Third Party Sale**"), at the fair market value ("**FMV**") calculated by a reputed registered valuer ("**Valuer**") acceptable to the Investors.
10. Each Investor shall sell his / her shares to the Third Party and the Third Party shall buy such shares from the Investor at the FMV, and the Promoter shall cause the Company to undertake all such steps as are necessary to give effect to the purchase of such shares by the Third Party from the Investors.
11. It is hereby clarified that the Investors shall not be required to provide any representations, warranties or indemnities whatsoever to the Third Party other than in relation to its authority and capacity, and title to their respective shares that are being transferred by such Investor.
12. The Promoter acknowledges that the prospective Third Party purchaser shall have the right to conduct business, financial and legal due diligence of the Company and to interact with the Directors and the senior employees of the Company for the purpose of evaluating the proposed Third Party Sale. The Promoter shall provide all necessary assistance in this regard and cause the Company to assist in the completion of such evaluation and in the Third Party Sale.
13. All costs and expenses in relation to the exercise of the Third Party Sale shall be borne by the Promoter.
14. It being clarified that each Investor may elect to remain a shareholder in the Company by intimating his said intention in writing to the Promoter at any time before or after the Exit Period expires. In the event any Investor provides such intimation or does not avail themselves of an exit option provided by the Promoter, or on receipt of the foregoing intimation, the Promoter shall stand discharged from his obligation to provide an exit to such Investor.
15. This Agreement shall become effective on the Execution Date and shall stand terminated on the happening of the following event:
 - (a) the date on which commencement of listing and trading of the equity shares of the Company on the recognized stock exchange(s) occurs pursuant to the IPO; or
 - (b) at any time by mutual written agreement of all the Parties; or
 - (c) automatically if there are changes in regulatory or legal requirements that make the continuation of this Agreement unlawful or impractical.whichever occurs earlier.

Provided that in the event a particular Investor ceases to be a shareholder of the Company, this Agreement shall stand terminated *qua* such Investor on the date he ceases to be a shareholder.

16. Miscellaneous

16.1. Notices

INTELLECT FINCAP ADVISORS PVT. LTD.


Director / Authorised Signatory

- (a) A Party giving notice or notifying under this Agreement must do so in writing:
- (i) directed to the recipient's address specified in this Clause, as varied by any notice; and
 - (ii) either hand delivered or sent by registered post or by email to that address.

- (b) The Parties' addresses are:

Promoter

Attention: Deepak Baid

Address: B-114 A Dayanand Marg M.I. Road Jaipur 302001

Email ID: Deepak@lifc.in

Investors

As per Schedule I

- (c) A notice given in accordance with Clause 17.1(a) is taken to be received:
- (i) if hand delivered, on delivery;
 - (ii) if sent by registered post, 5 (five) calendar days after posting;
 - (iii) if sent by email, upon successful transmission of the email.

16.2. Entire Agreement

The Definitive Agreements constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other agreement, understanding (written or oral) between the Parties relating to the subject matter hereof.

16.3. Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by duly authorized representatives of the Parties

16.4. Relationship

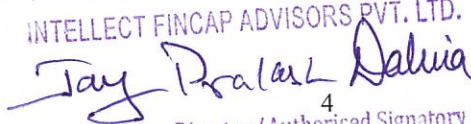
None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way except as set out herein.

16.5. Construction of Documents

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

16.6. Confidentiality

- (a) The Parties agree that the contents and existence of this Agreement and all information concerning the affairs of the Parties shall be kept fully confidential and shall not be disclosed by any Party to any other person except their respective directors, employees, officers or representatives, with such disclosure being on a strictly need to know basis, and save and

INTELLECT FINCAP ADVISORS PVT. LTD.

4
Director / Authorised Signatory



except where such information is required to be disclosed under any applicable laws or by any governmental authority to whose jurisdiction the relevant Party is subject to.

- (b) The Parties understand that in relation to undertake the IPO, the terms of this Agreement shall be disclosed in the offer documents and would be required to be disclosed to SEBI, the relevant stock exchange and / or any other governmental authority as may be required under applicable laws.

16.7. Governing Law and Jurisdiction

- (c) This Agreement shall be interpreted and governed in all respects by the laws of India. The Parties agree that any dispute arising out of or in connection with this Agreement shall initially be resolved amicably through negotiations between the disputing Parties.
- (d) If the dispute is not resolved through negotiations within 30 (thirty) days of commencement of discussion on the dispute then either of the disputing Parties may by notice in writing to each of the other disputing Parties, refer the dispute to binding arbitration, to be conducted in accordance with the procedure under the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, India. The arbitral tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. If the Parties cannot agree on a sole arbitrator within 15 (fifteen) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on the Parties.
- (e) Subject to the provisions of sub-clauses (a) and (b) above, the Parties agree that the courts of Mumbai shall have exclusive jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

16.8. Severability

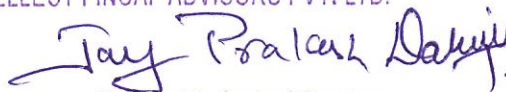
Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision of this Agreement is invalid, unenforceable or prohibited by applicable Laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

16.9. Waiver and Remedies

No failure or delay on the part of either Party to exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a party at Law or in equity.

16.10. Survival

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Notwithstanding anything contained in this Agreement, any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

16.11. Counterparts

The Agreement may be executed and delivered in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" (PDF) shall be as effective as signing and delivering the counterpart in person.

16.12. Assignment

The terms and provisions of this Agreement shall be binding upon, and the benefits hereof shall inure to the Parties hereto and their respective successors and assigns. The Agreement and the rights and obligations herein shall not be assigned by either Party without the consent of the other Party.

16.13. Costs

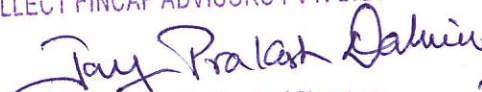
The Parties agree and acknowledge that all legal fees and other transaction costs involved shall be borne by the respective Parties. Any stamp duty payable in India on this Agreement shall be borne by the Promoter.

16.14. Further Assurances

The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

(Intentionally left blank)

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Director / Authorised Signatory

SCHEDULE I
DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer <i>NO. of shares bought - (FV Rs 10/-)</i>	Intellect Fincap Advisors Private Limited <i>26500</i>
2.	Address of the Buyer	905 Cts No 720/42-46 Oshiwara Near Vip Plaza Off New Link Road, Andheri Wes Mumbai-Maharashtra 400053
3.	Identification Number (PAN etc.)	AACFI1884I <i>AABCI7206B</i>
4.	Contact Number (Tel./mob.)	9321188847
5.	Email-ID	intellect@intellectmoney.com
6.	Designated bank account	00080340033277 HDFC BANK LTD HDFC0000008

INTELLECT FINCAP ADVISORS PVT. LTD.
Jay Prakash Dalwadia
Director / Authorised Signatory

INTELLECT FINCAP ADVISORS PVT. LTD.

Jay Prakash Dalwadia
Director / Authorised Signatory

SCHEDULE II
SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finserv Private Limited	0.38%
5	Amar Kumar Gupta Huf	0.06%
6	Amitabha Sarkar	0.06%
7	Aneesha Baid	5.41%
8	Angira Ravi Goenka	0.13%
9	Anuj Premkumar Agarwal	0.13%
10	Arihant Goods Private Limited	0.25%
11	Arun Mittal .	0.13%
12	Ashni Akarsh Mehta	0.14%
13	Avkash Ganeriwal	0.13%
14	Benani Wealthfront Llp	0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhavik Ramesh Mutha	0.06%
18	Deepak Baid	17.66%
19	Deepak Hitech Motors Private Limited	6.70%
20	Dharmika Maheshwari	0.07%
21	Divya Navani	0.03%
22	Gaurav Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunvantbhai Babubhai Patel	0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	Neeraj Chowdhury	0.15%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.04%
41	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46	Prakarsh Jain	0.14%
47	Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

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Jay Prakash Dalwadi
Director / Authorised Signatory

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
53	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
55	Rakesh Rosan Dalmia	0.25%
56	Rashmi Agarwal	0.06%
57	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
61	Sangeeta Joshi	0.14%
62	Sanjay Garudapally	0.76%
63	Sanjay Kumar Joshi	0.10%
64	Sanjay Kumar Singhania	0.04%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.06%
67	Shyam Sunder Kothari	0.10%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.06%
71	Sunil Jain	0.65%
72	Sunita Gangwal	0.42%
73	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76	Syl Investment	0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.06%
80	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
82	Vishal Nitin Sampat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85	Winfinity Partners Llp	0.06%

INTELLECT FINCAP ADVISORS PVT. LTD.

Jay Praloksh Dalmia
Director / Authorised Signatory

[Signature]

The Parties have executed this Agreement as of the date first written above.



[Promoter]

INTELLECT FINCAP ADVISORS PVT. LTD.


Director / Authorised Signatory

[Investor 1]

RAJIV GUPTA
6A, SHORT STREET
KOLKATA-700016
WEST BENGAL

02 July 2025

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
3. Pursuant to the Inter-se Agreement, the undersigned Promoter has agreed to take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties.
4. Considering the current market conditions and strategic business considerations, the Parties hereby mutually agree to extend the Exit Period (as defined in the Inter-se Agreement) up to [September 30], 2025 or such other date as may be mutually agreed in writing by the Parties.
5. This letter shall be read in conjunction with the provisions of the Inter-Se Agreement. This letter together with the Inter-Se Agreement, contains the entire understanding between the Parties with respect to the subject matter hereof, and shall supersede any prior agreements or understandings solely in relation to such subject matter.
6. Unless the context otherwise requires, all capitalized terms and expressions used but not defined in this letter to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the meaning ascribed to such terms and expressions in the Inter-se Agreement.
7. The Parties hereby accord their consent to the disclosure of this letter, in full or in part, in the offer documents for the Offer, along with making this letter available to the public for inspection as required under applicable laws and for the purposes of submission with the regulatory authorities, as applicable.
8. The execution and delivery of this letter by electronic means, including in in "portable document format" (.pdf) via email, shall be deemed effective and binding as if signed and delivered in person.

IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

[Name of the Promoter] Authorised Signatory/Director



[Name of the Investor]

RAJIV GUPTA

[Name of the Investor]

Tarika B Patel

[Date]

[Address of the Investor]

11, Savak Wages Behind KEB Office
Near Race Course Vadodra - 390007

27-6-2025

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

[Name of the Promoter]

Authorised Signatory/Director

Tarika B Patel

[Name of the Investor]

3/July/2025 [Date]

[Name of the Investor]
[Address of the Investor]

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

[Name of the Promoter]
Authorised Signatory/Director



[Name of the Investor]

Rakesh Roshan Dabrua

DEEPAK HITECH MOTORS PRIVATE LIMITED
REGISTERED OFFICE: 21, GOPINATH MARG, JALUPURA CROSSING, M.I. ROAD,
JAIPUR-302001 RAJASTHAN INDIA
CIN: U74110RJ2011PTC036029 EMAIL ID: deepakhitechmotors@gmail.com Tel: 0141-4031166

July 11, 2025

To,
Intellect Fincap Advisors Private Limited
905 Cts No 720/42-46 Oshwaraneer Vip
Plazaoff New Link Road Andheri West

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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DEEPAK HITECH MOTORS PRIVATE LIMITED

INTELLECT FINCAP ADVISORS PVT. LTD

Prem Devi Baid

Jay Prakash Dalma

[Name of the Promoter]
Authorised Signatory/Director

Director/Authorised Signatory

[Name of the Investor]

Date:- 25.06.2025

HARIT EXPORTS PRIVATE LIMITED
3-G, KAKAD, HOUSE, B-WING,
3RD FLOOR, 11 NEW MARINE LINES,
MUMBAI - 400020

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid
[Name of the Promoter]

Authorised Signatory/Director

[Signature]
HARIT EXPORTS PRIVATE LIMITED

[Name of the Investor]



[Name of the Investor] ARUN MITTAL
[Address of the Investor]

25 June 2025 [Date]

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid
[Name of the Promoter]
Authorised Signatory/Director

[Signature]
[Name of the Investor]

25th June, 2025

Mr. Anuj Premkumar Agarwal
111, Laxmi Vilas, 87 Nepeansea Road,
Malabar Hill, Mumbai 400 006.
Maharashtra

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
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8. The execution and delivery of this letter by electronic means, including in in "portable document format" (.pdf) via email, shall be deemed effective and binding as if signed and delivered in person.

IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

[Name of the Red Signatory/Director]

Mr. Anuj Premkumar Agarwal

Date : 25/06/2025

ASHNI AKARSH MEHTA

20TH FLOOR 2001 OMKAR, 1973
TOWER 2, PANDURANG BUDHKAR MARG,
NEAR SHANI MANDIR, MUMBAI- 400030

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("**Company**") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("**DRHP**") with the Securities and Exchange Board of India ("**SEBI**") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
3. Pursuant to the Inter-se Agreement, the undersigned Promoter has agreed to take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties.
4. Considering the current market conditions and strategic business considerations, the Parties hereby mutually agree to extend the Exit Period (*as defined in the Inter-se Agreement*) up to [September 30], 2025 or such other date as may be mutually agreed in writing by the Parties.
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IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

Authorised Signatory/Director

[Name of the Promoter]

Ashni Akarsh Mehta

[ASHNI AKARSH MEHTA]

26.06.2025

Angira Goenka
203/204, Evershine Jewel CHS Ltd
15th Road, Khar (West)
Mumbai - 400 052

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

[Name of the Promoter]
Authorised Signatory/Director

Angira Goenka

[Name of the Investor]

ANGIRA GOENKA

AVKASH ANIL GANERIWAL

402/403, Kakad Market, 4th Floor, 306, Kalbadevi Road, Mumbai – 400 002

Date : 03rd July, 2025

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

Authorised Signatory/Director

[Name of the Promoter]

x *Avkash Ganerwal*

(AVKASH ANIL GANERIWAL)

[Name of the Investor]
[Address of the Investor]

2/July/2025 [Date]

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

[Name of the Promoter]
Authorised Signatory/Director

[Name of the Investor]

(VIPULBHAI KANUBHAI PATEL)

July 8, 2025

VISHAL NITIN SAMPAT
B 3401 OMKAR 1973,
OFF DR. A. B. ROAD,
WORLI, MUMBAI 400030

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

[Name of the Promoter]

Authorised Signatory/Director


[VISHAL NITIN SAMPAT]

Date 28.06.2025

Shyam Sunder Kothari
5-K, Sarabha Nagar, Ludhiana.

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
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DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Dev Baid

[Name of the Promoter]
Authorized Signatory/Director

Shyam Sunder Kothari

[Shyam Sunder Kothari]

25.06.2025


Rachana Sanjay Goenka
141C, Grand Paradi Apartments,
14th Floor, A.K. Marg,
Mumbai - 400036


Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

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[Name of the Promoter]
Ameesha Baid


[Rachana Sanjay Goenka]

07-07-2025

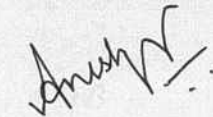
Srinithi Ventures
Martin Burn Business Park
7 th Floor, Unit No :700A
Plot No :3 Block -BP, Salt Lake, Sector -V, Kolkata -700091

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

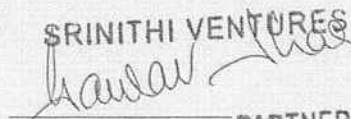
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[Name of the Promoter]

Ameesha Baid

SRINITHI VENTURES

[Gaurav Sharma] PARTNER

07-07-2025


Trivikram Ventures
Martin Burn Business Park
7 th Floor, Unit No : 700A
Plot No : 3 Block -BP, Salt Lake, Sector -V, Kolkata -700091

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

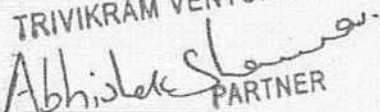
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IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.


[Name of the Promoter]

Ameesha Bajaj

TRIVIKRAM VENTURES

PARTNER
[Abhishek Prakash Sharma]

6/July/2025 [Date]

[Name of the Investor]
[Address of the Investor]


Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

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IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

KJMC CORPORATE ADVISORS (INDIA) LTD.


[Name of the Promoter]

Ameesha Baid


Authorised Signatory / Director
[Name of the Investor]

02-07-2025

BENANI WEALTHFRONT LLP


ATLANTIS, A- 101, OPP. BIG BAZAR, 150 FT RING ROAD, Rajkot - 360005, Gujarat, India

Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

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[Name of the Promoter]

Aneegha Bajaj

BENANI WEALTHFRONT LLP



AUTHORISED SIGNATORY

BENANI WEALTHFRONT LLP

02-07-2025

VPK GLOBAL VENTURES FUND

ATLANTIS, FLAT NO. 102, 1ST FR, 150 RING ROAD, OPP. BIG BAZAAR, Rajkot, Gujarat – 360001.

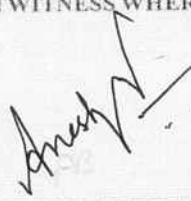
Re: Inter-se Agreement dated November 15, 2024 ("Inter-se Agreement")

Dear [Sir / Madam],

1. Reference is hereby made to the captioned Inter-se Agreement entered into between us.
2. As you are aware, Laxmi India Finance Limited ("Company") is proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated December 15, 2024 ("DRHP") with the Securities and Exchange Board of India ("SEBI") and has received final observations from the SEBI pursuant to a letter dated April 30, 2025. Further, the Company received in-principle approval for the Offer from BSE Limited and National Stock Exchange of India Limited each dated February 14, 2025.
3. Pursuant to the Inter-se Agreement, the undersigned Promoter has agreed to take all possible measures to ensure that the Company opens its proposed IPO on or before June 30, 2025 or such other date as may be mutually agreed in writing between the Parties.
4. Considering the current market conditions and strategic business considerations, the Parties hereby mutually agree to extend the Exit Period (*as defined in the Inter-se Agreement*) up to [September 30], 2025 or such other date as may be mutually agreed in writing by the Parties.
5. This letter shall be read in conjunction with the provisions of the Inter-Se Agreement. This letter together with the Inter-Se Agreement, contains the entire understanding between the Parties with respect to the subject matter hereof, and shall supersede any prior agreements or understandings solely in relation to such subject matter.
6. Unless the context otherwise requires, all capitalized terms and expressions used but not defined in this letter to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the meaning ascribed to such terms and expressions in the Inter-se Agreement.
7. The Parties hereby accord their consent to the disclosure of this letter, in full or in part, in the offer documents for the Offer, along with making this letter available to the public for inspection as required under applicable laws and for the purposes of submission with the regulatory authorities, as applicable.
8. The execution and delivery of this letter by electronic means, including in "portable document format" (.pdf) via email, shall be deemed effective and binding as if signed and delivered in person.

IN WITNESS WHEREOF, this letter is executed and effective as of the date of this letter first mentioned above.

VPK GLOBAL VENTURES FUND


Animesha Baid
Authorized Signatory

[Name of the Promoter]

Animesha Baid

VPK GLOBAL VENTURES FUND

Rajesh Bansal
BIS CC COLONY
OPP RANA PRATAP BAGH
DELHI- 110007

Privileged and Confidential
Draft for discussion purposes only

[Name of the Investor]
[Address of the Investor]

[Date]

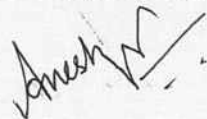
4/7/25


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[Name of the Promoter]
Aneeta Baid


[Name of the Investor]