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# 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:

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- (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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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

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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.

#### 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)

# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer No of Shares bough (FV &	Kjmc Corporate Advisors (India) Limited .
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

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# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

1	Name of Share Holder Aakar Jain	% holding
$\frac{1}{2}$		0.65%
3	Takasii Silarma	0.05%
4		0.06%
5	Agile Finserv Private Limited 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%
	Hirak Vinimay Private Limited	0.01%
28	Intellect Fincap Advisors Private Limited	52.01%
29	Kanash Prasad Agarwal	0.13%
30	Kjmc Corporate Advisors (India) Limited	0.06%
	Levim Capital Investments	0.13%
_ 32	Manish Bachhawat	0.13%
33	Naveen Giria	0.03%
	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 1	Nishant Jain Huf	0.06%
40   1	Vm Financiers Private Limited	0.06%
41 (	Omprakash Gurdasmal Chawla	0.04%
<u> 42   1</u>	'ayal Agrawal	0.06%
43 I	Piyush Agarwala	0.03%
44 F	olyaka Investments Private Limited	0.13%
42 P	rajwai Ramesh Zende	0.25%
_46   P	rakarsh Jain	0.08%
	ratibha Soni	0.14%
48   P	reeti Chopra	0.02%

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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		0.06%

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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]



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BENANI WEALTHFRONT LLP

# 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:

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- (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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- (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.
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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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# Promoter

Attention: Aneesha Baid

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Email ID: Anneshab@lifc.in

# <u>Investors</u>

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# 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** 

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 LL

# SCHEDULE I DETAILS OF INVESTORS

Sr.	Particulars	Details
1.	Name of the Buyer  No. 15 Shores bought (FV R  Address of the Buyer	Benani Wealthfront Llp
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** 

# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

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		0.25%
$\frac{10}{11}$	Arun Mittal .	0.13%
12		0.14%
13		0.13%
14		0.13%
15		0.03%
16	1 11 1 D 11	0.05%
17		0.06%
18		17.66%
19		6.70%
20		0.07%
2		0.03%
2:		0.25%
2		0.06%
2		0.06%
$\frac{2}{2}$		0.25%
	6 Harsha Tinker	0.01%
		52.01%
		0.13%
		0.06%
	(T. 1) N. 1. 1. 1.	0.13%
	Kjmc Corporate Advisors (India) Limited .	0.13%
	1 Levim Capital Investments	0.03%
	Manish Bachhawat	0.25%
	Naveen Giria	0.03%
	Naveen Sawlani	0.15%
	Neeraj Chowdhury	0.13%
	36 Neha Chowdhury	0.13%
	37 Niraj Bhimseria	0.06%
	38 Nishant Jain	0.06%
	39 Nishant Jain Huf	0.04%
	40 Nm Financiers Private Limited	0.06%
	41 Omprakash Gurdasmal Chawla	0.03%
	42 Payal Agrawal	0.13%
	43 Piyush Agarwala	0.25%
	44 Polyaka Investments Private Limited	0.08%
	45 Prajwal Ramesh Zende	0.14%
	46 Prakarsh Jain	0.1476
	47 Pratibha Soni	0.0276
	48 Preeti Chopra	0.2076

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BENANLWEALTHFRONT LLP

49 Prer	n Dealers Private Limited	2.58%
	n Devi Baid	3.38%
	hana Sanjay Goenka	0.13%
	esh Bansal	0.13%
	v Gupta	0.13%
	esh Kumar Bhoot Huf	0.06%
	resh Rosan Dalmia	0.25%
	hmi Agarwal	0.06%
	hmi Giria	0.51%
	rha Sharma	0.01%
	a Jain	0.42%
	ula Saraf	0.25%
	ngeeta Joshi	0.14%
	njay Garudapally	0.76%
	ijay Kumar Joshi	0.10%
	njay Kumar Singhania	0.04%
	ona Sanjay Lalwani	0.06%
	ubham Mahesh Gupta	0.06%
	yam Sunder Kothari	0.10%
	Ihartha Mehta	0.06%
	dhakar Dattatraya Khare	0.06%
	khpal Kaur	0.06%
	nil Jain	0.65%
	nita Gangwal	0.42%
	nita Rajan Bhat	0.06%
	nita Sharma	0.13%
	rendra Mohta	0.25%
	I Investment	0.85%
	rla Bhupendra Patel	0.13%
	atkal Electronics Services Pvt. Ltd	0.06%
	ipal Bhattacharyya	0.06%
	ijaykumar Kashibhai Patel	0.03%
	ipulbhai Kanubhai Patel	0.05%
	A	0.14%
82 V	ishal Nitin Sampat ivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And	
		0.03%
	rs. Aneesha Baid) pk Global Ventures Fund - Vpk Global Venture	0.25%
	/infinity Partners Llp	0.06%

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BENANI WEALTHFRONT LLP

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

[Promoter]

P ... ANI WEALTHFRONT LLP

AUTHORISED SIGNATORY

[Investor 1]



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#### 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 1PO 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:

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- (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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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

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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.

# 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.

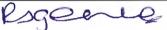
#### 16.14. Further Assurances

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	Rachana Sanjay Goenka
2.	Address of the Buyer (FV RS. 10)-	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



# 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		0.13%
15	Bhag Chand Jain	0.03%
16	Bhagawatiben Mahendrabhai Patel	0.05%
17	Bhayik 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	0.05%
23	Govind Kumar	0.06%
24		0.06%
25	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	0.25%
26	1	0.01%
27	Hirak Vinimay Private Limited	52.01%
28	Intellect Fincap Advisors Private Limited	0.13%
29		
30	<u> </u>	0.06%
31		0.13%
32	Levim Capital Investments  Manish Bachhawat	0.13%
		0.03%
33		0.25%
34		0.03%
35	7	0.15%
36		0.13%
37		0.13%
38		0.06%
39		0.06%
40		0.04%
41		0.06%
42	<u> </u>	0.03%
43		0.13%
44	7	0.25%
45	J	0.08%
46		0.14%
47		0.02%
48	Preeti Chopra	0.26%

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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		0.25%
85		0.06%



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

[Promoter]

[Investor 1]



This Document Forms Part & Parcel

oi Inter-se Agreement

Executed on 15 Day of Nov 24 at

between Aneesha Baid

and Rayesh Bomsal

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# 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.1. 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:

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- (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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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

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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 Schednle 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

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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.

## 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

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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 No of Shares bought (FV	Rajesh Bansal
2.	Address of the Buyer Rs. 101-)	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

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# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

2 3 4 5 6 7 8	Aakar Jain Abhishek Prakash Sharma Aditi Mehta Agile Finserv Private Limited Amar Kumar Gupta Huf	0.65% 0.25% 0.06%
3 4 5 6 7 8	Aditi Mehta Agile Finserv Private Limited	0.06%
4 5 6 7 8	Agile Finsery Private Limited	
5 6 7 8		
6 7 8	Amon Vinnon Crusto Haf	0.38%
7 8	Amar Kumar Gupta Hut	0.06%
8	Amitabha Sarkar	0.06%
	Aneesha Baid	5.41%
	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	0.05%
34	Naveen Sawlani	0.23%
35	Neeraj Chowdhury	0.05%
36	Neha Chowdhury	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.06%
41	Omprakash Gurdasmal Chawla	0.04%
42	Payal Agrawal	0.06%
42	<u> </u>	0.03%
	Pilyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	Prajwal Ramesh Zende	0.08%
46_	Prakarsh Jain	0.14%
47	Pratibha Soni Preeti Chopra	0.02%

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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		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		0.14%
83	Vivan Daid Family Trust (Through Its Truston Mr. Dannak Daid And	0.03%
84		0.25%
85		0.06%

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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 Bay of NOV & Yat.

between Ms. Aneesha Baid
and Sminthi Ventures

Jan Jan

## 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.

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 Schednle 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.

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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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# 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 No. of Shares bought (FVR.) Address of the Buyer	SRINITHI VENTURES 53000
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

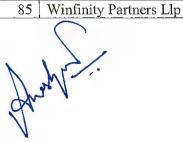
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# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

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	Gauray 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	Kimc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.05%
34		0.03%
35		0.15%
36	3	0.13%
37	Niraj Bhimseria	0.13%
38	Nishant Jain	0.06%
39	Nishant Jain Huf	0.06%
40	Nm Financiers Private Limited	0.06%
40	Omprakash Gurdasmal Chawla	0.04%
42	Payal Agrawal	0.03%
43	Piyush Agarwala	0.13%
44	Polyaka Investments Private Limited	0.25%
45	3	0.08%
46 47	The state of the s	0.14%
47	Pratibha Soni	0.02%

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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 LOS MOL

[Investor 1]





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:

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- (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 was greatures have exchanged until the earlier of: (a) the date on which

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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

PK GLOBAL VENTURES FUND - SCHEME

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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

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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.

# 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

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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)

PK GLOBAL VENTURES FUND - SCHEME

# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer No. 1 shares bought (FV	Vpk Global Ventures Fund - Vpk Global Venture  5300  Orbis Financial Corporation Ltd 4 A Ocus  Technologic Golf Club Road, Sector 54 Gurgaen
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-1D	CUSTODIAN@ORBISFINANCIAL.IN
6.	Designated bank account	Account No-41711198420
		Bank-STATE BANK OF INDIA
		IFSC- SBIN0009995

VPK GLOBAL VENTURES FUND - SCHEME 1

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# 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		0.05%
17	Bhavik Ramesh Mutha	0.06%
18		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	<u> </u>	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	0.13%
	Naveen Giria	0.05%
34		0.23%
35		0.05%
36		0.13%
30 37		0.13%
38		0.15%
30 39		0.06%
40		
		0.04%
41	<b>-</b>	0.06%
42		0.03%
43		0.13%
44		0.25%
45	V	0.08%
46		0.14%
47		0.02%
48	Preeti Choff GLOBAL VENTURES FUND - SCHEME 1	0.26%

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49   Pr	em Dealers Private Limited	2.58%
50 Pr	em Devi Baid	3.38%
51 Ra	chana Sanjay Goenka	0.13%
52 Ra	ijesh Bansal	0.13%
53 Ra	ijiv Gupta	0.13%
54 Ra	akesh Kumar Bhoot Huf	0.06%
55 Ra	akesh Rosan Dalmia	0.25%
56 Ra	ashmi Agarwal	0.06%
	ashmi Giria	0.51%
58 Re	ekha Sharma	0.01%
59 Ri	na Jain	0.42%
60 Ri	tula Saraf	0.25%
61 Sa	ingeeta Joshi	0.14%
62 Sa	njay Garudapally	0.76%
63 Sa	anjay Kumar Joshi	0.10%
64 Sa	anjay Kumar Singhania	0.04%
65 Sa	apna Sanjay Lalwani	0.06%
66 SI	nubham Mahesh Gupta	0.06%
67 S1	nyam Sunder Kothari	0.10%
68 Si	dhartha Mehta	0.06%
69 St	udhakar Dattatraya Khare	0.06%
70 St	ukhpal Kaur	0.06%
71 St	unil Jain	0.65%
72 St	unita Gangwal	0.42%
73   St	unita Rajan Bhat	0.06%
74 St	unita Sharma	0.13%
75 St	urendra Mohta	0.25%
76 S	yl Investment	0.85%
77 T	arla Bhupendra Patel	0.13%
78 T	atkal Electronics Services Pvt. Ltd	0.06%
79 U	tpal Bhattacharyya	0.06%
80 V	ijaykumar Kashibhai Patel	0.03%
81 V	ipulbhai Kanubhai Patel	0.05%
	ishal Nitin Sampat	0.14%
	Tivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Irs. Aneesha Baid)	0.03%
84 V	pk Global Ventures Fund - Vpk Global Venture	0.25%
	Vinfinity Partners Llp	0.06%

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VPK GLOBAL VENTURES FUND - SCHEME 1

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

[Promoter]

APA GLOBAL VENTURES FUND - SCHEME 1

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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:

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- (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.
  - 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	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

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# 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		0.03%
35		0.15%
36	, , , , , , , , , , , , , , , , , , ,	0.13%
37		0.13%
38		0.13%
the second second second		0.06%
39 40		
		0.04%
41		
42	3 0	0.03%
43	9 0	0.13%
44		0.25%
45		0.08%
46		0.14%
47		0.02%
48	Preeti Chopra	0.26%

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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	Rajįv 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		0.25%
85		0.06%



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

[Promoter]

TRIVIKRAM VENTURES

PARTNER

[Investor 1]



This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15 Day of NOV 24at.

betweenMIS Deepak Hitech Motors private Cimited

and Abgira Ravi Goenka

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# 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:

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- (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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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.
- 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

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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.

#### 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)

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# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars	Details	
1.	Name of the Buyer	Angira Ravi Goenka	
2.	Address of the Buyer Quick-	Flat No-203/204, Evershine Jew 15Th Road Khar	
	1	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	

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# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
	Aditi Mehta	0.06%
4	Agile Finsery Private Limited	0.38%
	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	Bhayik 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	Gauray Sharma	0.25%
23	Govind Kumar	0.06%
24	Gunyanthhai 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	0.50% (1.10%) (2.00%) (	0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	The control of the co	0.15%
36		0.13%
37		0.13%
38		0.06%
39	1 (A) (C) (A) (A) (A) (A) (A) (A) (A) (A) (A) (A	0.06%
40		0.04%
2,0000		0.06%
41		0.03%
42	-5-7797 Contract - 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	0.03%
43	1 2	0.15%
44		0.23%
45		0.08%
46		
47	Pratibha Soni	0.02%

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49 Pre	m Dealers Private Limited	2.58%
50 Pre	m Devi Baid	3.38%
51 Rac	chana Sanjay Goenka	0.13%
52 Ra	esh Bansal	0.13%
53 Ra	iv Gupta	0.13%
54 Ra	kesh Kumar Bhoot Huf	0.06%
55 Rai	kesh Rosan Dalmia	0.25%
56 Ra	shmi Agarwal	0.06%
57 Ra	shmi Giria	0.51%
58 Re	kha Sharma	0.01%
59 Rii	na Jain	0.42%
60 Rit	ula Saraf	0.25%
61 Sa	ngeeta Joshi	0.14%
62 Sa	njay Garudapally	0.76%
63 Sa	njay Kumar Joshi	0.10%
64 Sa	njay Kumar Singhania	0.04%
65 Sa	pna Sanjay Lalwani	0.06%
66 Sh	ubham Mahesh Gupta	0.06%
67 Sh	yam Sunder Kothari	0.10%
68 Sie	lhartha Mehta	0.06%
69 Su	dhakar Dattatraya Khare	0.06%
70 Su	khpal Kaur	0.06%
71 Su	nil Jain	0.65%
72 Su	nita Gangwal	0.42%
73 Su	nita Rajan Bhat	0.06%
74 Su	nita Sharma	0.13%
75 Su	rendra Mohta	0.25%
76 Sy	I Investment	0.85%
77 Ta	ırla Bhupendra Patel	0.13%
78 Ta	atkal Electronics Services Pvt. Ltd	0.06%
79 U	pal Bhattacharyya	0.06%
80 V	jaykumar Kashibhai Patel	0.03%
81 V	ipulbhai Kanubhai Patel	0.05%
82 V	ishal Nitin Sampat	0.14%
* 4	ivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And rs. Aneesha Baid)	0.03%
	pk Global Ventures Fund - Vpk Global Venture	0.25%
	Vinfinity Partners Llp	0.06%

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

[Promoter]

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[Investor 1]



2 2 OCT 2024

This Document Forms Part & Parcel

of Inter-se Agreemen

between MIS. Deepak Hitech Motors private Limited Executed on 15 Day of Nov'84 at.....

and Any prem Kumare Agar way

#### 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:

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- (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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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.
- 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

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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: 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

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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.

# 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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# 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	premgroup@hotmail.com
6.	Designated bank account	777701128230
		ICICI BANK LTD
		ICIC0006235

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# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

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		0.13%
15	Bhag Chand Jain	0.03%
16	The state of the s	0.05%
17	Bhayik Ramesh Mutha	0.06%
	The state of the s	17.66%
18		6.70%
19		0.07%
20		0.03%
21		0.25%
22		0.06%
23		0.06%
24		0.25%
25		0.01%
26	Harsha Tinker	52.01%
27	Hirak Vinimay Private Limited	0.13%
28		0.06%
29	Kailash Prasad Agarwal     Kailash Prasad Agarwal     Kailash Prasad Agarwal	0.13%
30		0.13%
3		0.03%
3.		0.25%
3		0.03%
1-04	4 Naveen Sawlani	0.15%
	5 Neeraj Chowdhury	0.13%
	6 Neha Chowdhury	0.13%
	7 Niraj Bhimseria	0.06%
3	8 Nishant Jain	0.06%
3	9 Nishant Jain Huf	0.04%
4	Nm Financiers Private Limited	0.06%
2	11 Omprakash Gurdasmal Chawla	0.03%
4	42 Payal Agrawal	0.13%
1	43 Piyush Agarwala	0.13%
1	Polyaka Investments Private Limited	0.23%
52	45 Prajwal Ramesh Zende	0.08%
	46 Prakarsh Jain	0.14%
	47 Pratibha Soni	
	48 Preeti Chopra	0.26%



49   1	Prem Dealers Private Limited	2.58%
	Prem Devi Baid	3.38%
	Rachana Sanjay Goenka	0.13%
	Rajesh Bansal	0.13%
	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
	Rakesh Rosan Dalmia	0.25%
	Rashmi Agarwal	0.06%
	Rashmi Giria	0.51%
	Rekha Sharma	0.01%
	Rina Jain	0.42%
10.961 (6.70.0)	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 Gangwar  Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
75	Surendra Mohta	0.25%
76		0.85%
77		0.13%
78	The state of the s	0.06%
79		0.06%
80	The state of the s	0.03%
81		0.05%
. 82	Wishal Nitin Sampat	0.14%
. 82	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And	0.03%
	Mrs. Aneesna Daiu)	0.25%
84		0.06%

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

[Promoter]

[Investor 1]



This Document Forms Part & Parcel

oi Inter-se Agreement

Executed on 15. Day of NOV 24at.

between MIS Deepak Hitech motors private limited.

and Arun Mittal

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#### 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:

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- (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.
- 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.
- 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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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

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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: 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

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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.

# 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.

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# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer No. of shores bought (FV	Arun Mittal . 26500
2.	Address of the Buyer Re 10/-)	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

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# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

. 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%
	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	Bhayik 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	Gauray 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	Kimc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32	Manish Bachhawat	0.03%
33	Naveen Giria	0.25%
34		0.03%
35	Neeraj Chowdhury	0.15%
36		0.13%
37		0.13%
		0.06%
38 39		0.06%
		0.04%
40	The state of the s	0.06%
41	Omprakash Gurdasmal Chawla	0.03%
42	, <u> </u>	0.03%
43	7	
44	The street of the first street of the street	0.25%
45		0.08%
46		0.14%
47		0.02%
48	Preeti Chopra	0.26%

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49 P	rem Dealers Private Limited	2.58%
50 P	Prem Devi Baid	3.38%
51 R	Rachana Sanjay Goenka	0.13%
52 R	Rajesh Bansal	0.13%
53 R	Rajiv Gupta	0.13%
54 R	Rakesh Kumar Bhoot Huf	0.06%
55 R	Rakesh Rosan Dalmia	0.25%
56 R	Rashmi Agarwal	0.06%
57 F	Rashmi Giria	0.51%
58 F	Rekha Sharma	0.01%
59 F	Rina Jain	0.42%
60 F	Ritula Saraf	0.25%
61 5	Sangeeta Joshi	0.14%
62 5	Sanjay Garudapally	0.76%
63 8	Sanjay Kumar Joshi	0.10%
64 8	Sanjay Kumar Singhania	0.04%
65 5	Sapna Sanjay Lalwani	0.06%
66 5	Shubham Mahesh Gupta	0.06%
67 5	Shyam Sunder Kothari	0.10%
68 5	Sidhartha Mehta	0.06%
69 5	Sudhakar Dattatraya Khare	0.06%
70 5	Sukhpal Kaur	0.06%
71   5	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%
	Vipulbhai Kanubhai Patel	0.05%
	Vishal Nitin Sampat	0.14%
92	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
	Winfinity Partners Llp	0.06%

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

[Promoter]

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[Investor 1]





This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15 Day of Nov 24at

between MIS Deepak Hitech motors private Cimited and Ashni Akarsh Mehta

## 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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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

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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: 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

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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.

## 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)

# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer No. Of Shares bought (FV)	Ashni Akarsh Mehta 26500
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

. 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	Gauray 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		0.03%
33	Naveen Giria	0.25%
34	Naveen Sawlani	0.03%
35	198 (MANAGEMENT 198 MANAGEMENT 198 M	0.15%
36		0.13%
37	· · · · · · · · · · · · · · · · · · ·	0.13%
38		0.06%
39	11 ( A = 0.5 ( P = 0.5 ) ( P = 0.5 ( P = 0.5 ) ( P = 0	0.06%
40		0.04%
41		0.06%
42	<del></del>	0.03%
43	- Constant Section Constant Co	0.13%
44	<del> </del>	0.25%
45		0.08%
43		0.14%
47		0.02%
48	26 Street Control of Street Control	0.26%

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49 P1	rem Dealers Private Limited	2.58%
	rem Devi Baid	3.38%
51 R	achana Sanjay Goenka	0.13%
52 R	ajesh Bansal	0.13%
53 R	ajiv Gupta	0.13%
54 R	akesh Kumar Bhoot Huf	0.06%
55 R	akesh Rosan Dalmia	0.25%
56 R	ashmi Agarwal	0.06%
57 R	ashmi Giria	0.51%
58 R	ekha Sharma	0.01%
59 R	lina Jain	0.42%
60 R	Litula Saraf	0.25%
61 S	angeeta Joshi	0.14%
62 S	anjay Garudapally	0.76%
63 S	lanjay Kumar Joshi	0.10%
64 S	Sanjay Kumar Singhania	0.04%
65 S	Sapna Sanjay Lalwani	0.06%
66 S	Shubham Mahesh Gupta	0.06%
67 S	Shyam Sunder Kothari	0.10%
68 S	Sidhartha Mehta	0.06%
69 S	Sudhakar Dattatraya Khare	0.06%
70 S	Sukhpal Kaur	0.06%
71 S	Sunil Jain	0.65%
72 S	Sunita Gangwal	0.42%
73 S	Sunita Rajan Bhat	0.06%
74 8	Sunita Sharma	0.13%
75 8	Surendra Mohta	0.25%
76 5	Syl Investment	0.85%
77	Farla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79 I	Utpal Bhattacharyya	0.06%
80 7	Vijaykumar Kashibhai Patel	0.03%
81	Vipulbhai Kanubhai Patel	0.05%
	Vishal Nitin Sampat	0.14%
82	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
	Winfinity Partners Llp	0.06%

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

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[Promoter]

[Investor 1]



This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15 Day of Nov'24ai

between MIS Deepak Hitech Motors private limited

and Avkash Ganenwal

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# 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.
- 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.
- 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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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

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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: 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

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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.

# 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.

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# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer	Avkash Ganeriwal
2.	Address of the Buyer (Ps. 101-)	JVPD 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

No	Name of Share Holder	% holding
	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%
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29	Kailash Prasad Agarwal	0.06%
30	Kjmc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32		0.03%
33		0.25%
34	50 W. A. W. Salley St. Co. Co. Co. Co. Co. Co. Co. Co. Co. Co	0.03%
35		0.15%
36		0.13%
37		0.13%
38		0.06%
39		0.06%
40		0.04%
41		0.06%
41		0.03%
	•	0.13%
43		0.25%
44		0.08%
45		0.14%
46		0.02%
47		0.26%

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49   ]	Prem Dealers Private Limited	2.58%
	Prem Devi Baid	3.38%
	Rachana Sanjay Goenka	0.13%
	Rajesh Bansal	0.13%
	Rajiv Gupta	0.13%
	Rakesh Kumar Bhoot Huf	0.06%
0.000	Rakesh Rosan Dalmia	0.25%
	Rashmi Agarwal	0.06%
	Rashmi Giria	0.51%
	Rekha Sharma	0.01%
	Rina Jain	0.42%
50000000	Ritula Saraf	0.25%
	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%
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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		0.85%
77	Tarla Bhupendra Patel	0.13%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	CONSTRUCTOR OF CONTRACTOR OF C	0.06%
80	- Control of the cont	0.03%
	The state of the s	0.05%
81		0.14%
82 83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And	0.03%
Variation	Mrs. Ancesha Baid)	0.25%
84 85		0.06%

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

[Promoter]

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[Investor 1]



This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15th Day of NOV 24at.

between MIS Deepak Hitech motors private limited and Harit Exposts put Ud.

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## 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:

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- (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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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.
- 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:
  - 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

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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: 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

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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.

# 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)

# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer	Harit Exports Pvt Ltd
2.	Address of the Buyer (FV RS 10	J-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

No	Name of Share Holder	% holding
1	Aakar Jain	0.65%
2	Abhishek Prakash Sharma	0.25%
3	Aditi Mehta	0.06%
4	Agile Finsery 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	Kimc Corporate Advisors (India) Limited .	0.13%
31	Levim Capital Investments	0.13%
32		0.03%
33	Naveen Giria	0.25%
34		0.03%
35		0.15%
36		0.13%
37		0.13%
38		0.06%
39		0.06%
40	TO AND	0.04%
41		0.06%
42		0.03%
43		0.13%
43	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	0.25%
44		0.08%
45		0.14%
40		0.02%
48		0.26%

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49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52	Rajesh Bansal	0.13%
	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		0.25%
85		0.06%

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

[Promoter]

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\* Dug Stellar

This Document Forms Part & Parcel

or Inter-se Agreement

Executed on 15th Day of NOV 24at.

between MIS Deepak Hitech Motors put. Utd.

and Rajiv Gupta

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## 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:

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:

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- (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

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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: 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

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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.

#### 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	Rajiv Gupta
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
	31	ICIC0000312

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# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

No	Name of Share Holder	% holding
	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	Bhayik 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	Gunyantbhai 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%
		0.13%
31	Levim Capital Investments	0.03%
32		0.25%
33		0.03%
34	CONTRACTOR	0.15%
35		0.13%
36		0.13%
37		0.06%
38		0.06%
39		0.04%
40		0.04%
41	Total and a second control of the second con	
42		0.03%
43		0.13%
44		0.25%
45		0.08%
46		0.14%
47	7 Pratibha Soni	0.02%
48	Preeti Chopra	0.26%

49 P	Prem Dealers Private Limited	2.58%
	Prem Devi Baid	3.38%
	Rachana Sanjay Goenka	0.13%
	Rajesh Bansal	0.13%
	Rajiv Gupta	0.13%
	Rakesh Kumar Bhoot Huf	0.06%
	Rakesh Rosan Dalmia	0.25%
0.000	Rashmi Agarwal	0.06%
	Rashmi Giria	0.51%
	Rekha Sharma	0.01%
1040 (140,00)	Rina Jain	0.42%
	Ritula Saraf	0.25%
AND SOUTH LIFE	Sangeeta Joshi	0.14%
	Sanjay Garudapally	0.76%
	Sanjay Kumar Joshi	0.10%
	Sanjay Kumar Singhania	0.04%
	Sapna Sanjay Lalwani	0.06%
	Shubham Mahesh Gupta	0.06%
	Shyam Sunder Kothari	0.10%
	Sidhartha Mehta	0.06%
	Sudhakar Dattatraya Khare	0.06%
27.147.677	Sukhpal Kaur	0.06%
	Sunil Jain	0.65%
100	Sunita Gangwal	0.42%
A1100.00.00	Sunita Rajan Bhat	0.06%
74	Sunita Sharma	0.13%
W. C. C. C.	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%

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

[Promoter]



This Document Forms Part & Parcel

of Inter-se Agneement

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

between MIS Deepak Hitech motors put. Ud.

and Raicesh Rosan Doumia

P

#### 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.
- 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

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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: 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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(Intentionally left blank)

# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars	Details
1.	Name of the Buyer No. of Shares bought (FV	Rakesh Rosan Dalmia
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
	950	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	Bhayik 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	Gauray Sharma	0.25%
23	Govind Kumar	0.06%
24		0.06%
25	Harit Exports Pvt Ltd	0.25%
26	Harsha Tinker	0.01%
27	1) ************************************	52.01%
28		0.13%
29		0.06%
30		0.13%
31		0.13%
32		0.03%
		0.25%
33		0.03%
35	The state of the s	0.15%
36		0.13%
37		0.13%
12/00/10	Post of Principal Construction and the April 1990 Construction of the April 1990 Construction	0.06%
38		0.06%
39		0.04%
40		0.04%
41		0.08%
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43		0.13%
44	1 - Fundament Control (Control of Control of	0.25%
45	N	0.08%
46	and a section of the	0.14%
47		0.02%
48	Preeti Chopra	0.26%

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

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

[Promoter]

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[Investor 1]



RUPEES

अंद्रमान जयते



date

AB 606706

This Document Forms Part & Parcel
of the Interse Agreement—
Executed on 15 Day of NOV24.

by MLs Deepak Hitech motors put Ud.
in favour of Shyam Sunder Kothani

#### 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:

- affecting the cities of Kolkata, Chemai, 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, Chemnai, Mumbai, New Delhi and Jaipur, the Exit Period shall stand extended for the period that such event subsists; or
- 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.
- 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.
- 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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- 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).
- 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,
- All costs and expenses relating 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 to applicable law. If the IPO is unsuccessful, the Promoter shall ensure that the costs shall be borne by the Company.
- 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.
- 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.
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  - (b) at any time by mutual written agreement of all the Parties; or
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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

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

### TUAGRIOLE

#### As per Schedule I

(c) A notice given in accordance with Clause [7.1(a) is taken to be received:

(i) if hand delivered, on delivery;

(ii) if sont by registered post, 5 (five) calendar days after posting;

(iii) if sent by email, upon successful transmission of the email.

#### 16.2. Entire Agreement

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

## 16.3. Amendment

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

## 16.4. Relationship

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

## 16.5. Construction of Documents

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

## 16.6. Confidentiality

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

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 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 inture 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

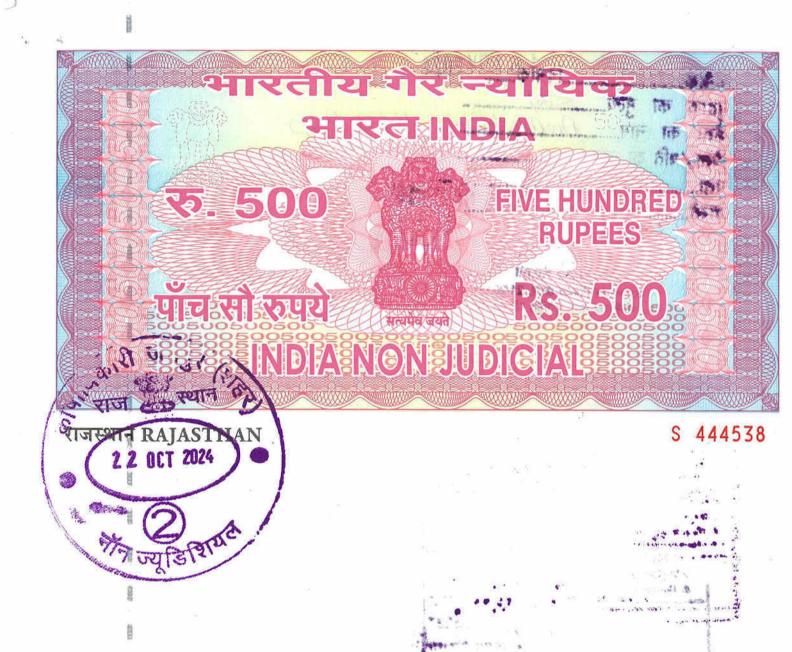
Srl.	Particulars	Details
1.	Name of the Buyer	SHYAM SUNDER KOTHARI
2.	Address of the Buyer	H NO 5-K SARABHA NAGAR, LUDHIANA
3.	Identification Number (PAN etc.)	ADZPK9292Q
4	Contact Number (Tel./mob.)	9814033400
5.	Email-ID	shyam_kothari@hotmail.com
6.	Designated bank account	27691930000416 HDFC BANK

# SHYBEHOLDING PATTERN AS ON EXECUTION DATE SCHEDULE II

0.26%	Preeti Chopra	87
%70.0	imoS sddistry	127
%t1.0	Prakarsh Jain	95
%80.0	Prajwal Ramesh Zende	St
%57.0	Polyaka Investments Private Limited	5V
%£1.0	Piyush Agarwala	Et-
%E0.0	Payal Agrawal	75
%90'0	Omprakash Gurdasmal Chawla	ΙÞ
%±0.0	Vm Financiers Private Limited	07
%90'0	And Table I with the National And I will have a second and the National Andrews Andrew	68
%90°0 .	Nisham Jain	88
%81'0	Niraj Bhimseria	15
%51.0	Neba Chowdhury	98
%SI'0	Neersj Chowdhury	58
%60.0	Naveen Sawlani	75
%\$7.0	Naveen Giria	
%E0'0	Manish Bachhawat	33
%EI:0	Levim Capital Investments Manieb Reablement	1.E
%EI'0	Kjmc Corporate Advisors (India) Limited	
%90'0	Kailash Prasad Agarwal	95 95
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%S7'0	Govind Kumar	53
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%40.0	Dharmika Maheshwari Divya Navani	71
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7037 U	Askat Jain	

49	Prem Dealers Private Limited	2.58%
50	Prem Devi Baid	3.38%
51	Rachana Sanjay Goenka	0.13%
52		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	Vivon Boid Ramily Trust (Through Its Trustan Mr. Dagnak Boid And	0.03%
84	Vpk Global Ventures Fund - Vpk Global Venture	0.25%
85		0.06%

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



This Document Forms Part & Parcel

of Inter-se Agreement

Executed on 15 Day of Nov 24at

between MIS 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:

All wi

- (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.
- 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

7/

- (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	Tarla Bhupendra Patel 26500	
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	
	S	IDBI BANK	
		IBKL0000021	

All

# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

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	Gauray Sharma	0.25%
23	Govind Kumar	0.06%
24		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		0.06%
30		0.13%
31	Levim Capital Investments	0.13%
32		0.03%
33	MENTAL PROPERTY AND A CONTROL OF THE PROPERTY	0.25%
34		0.03%
35	(a to the profit of the profit	0.15%
36	· · · · · · · · · · · · · · · · · · ·	0.13%
37		0.13%
38		0.06%
39		0.06%
40		0.04%
		0.06%
41		0.03%
42		0.03%
43	TOTAL DESCRIPTION OF THE PROPERTY OF THE PROPE	0.15%
44		0.08%
45		0.08%
46		0.14%
47	Pratibha Soni	0.02%

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49	Prem Dealers Private Limited	2.58%
11/0	Prem Devi Baid	3.38%
	Rachana Sanjay Goenka	0.13%
	Rajesh Bansal	0.13%
	Rajiv Gupta	0.13%
	Rakesh Kumar Bhoot Huf	0.06%
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56	Rashmi Agarwal	0.06%
	Rashmi Giria	0.51%
58	Rekha Sharma	0.01%
59	Rina Jain	0.42%
60	Ritula Saraf	0.25%
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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%
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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		0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And Mrs. Aneesha Baid)	0.03%
84	The second secon	0.25%
04	Winfinity Partners Llp	0.06%

A ....

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

[Promoter]

[Investor 1]



This Document Forms Part & Parcel

or Inter-se Agreement

Executed on 15 Day of Nov 24at.

between Mls Deepak Hitech motors private Limited and Vipulbhai Kanubhai patel

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### 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:

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- (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.
- 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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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

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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: 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

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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.

# 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.

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(Intentionally left blank)

# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars	Details	
1.	Name of the Buyer NO. OF Shares bought (FV R-10	Vipulbhai Kanubhai Patel	
2.	Address of the Buyer	B15/144 Gidc 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 BARB0BGGBXX	

# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

S. No	Name of Share Holder	% holding
P PANSELL	Aakar Jain	0.65%
	Abhishek Prakash Sharma	0.25%
100.5	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	Aykash 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%
	Deepak Baid	17.66%
18	Deepak Hitech Motors Private Limited	6.70%
19	Dharmika Maheshwari	0.07%
20		0.03%
21	Divya Navani Gaurav Sharma	0.25%
22	Govind Kumar	0.06%
23	Gunyantbhai Babubhai Patel	0.06%
24		0.25%
25	Harit Exports Pvt Ltd	0.01%
26	Harsha Tinker	52.01%
27	Hirak Vinimay Private Limited	0.13%
28		0.06%
29	Kailash Prasad Agarwal	0.13%
30		0.13%
31		0.03%
32		0.25%
33		0.03%
34		0.15%
35		0.13%
36		0.13%
37	A CONTRACT OF THE PROPERTY OF	0.06%
38		0.06%
39		0.04%
40		
4	Omprakash Gurdasmal Chawla	0.06%
42	Payal Agrawal	0.03%
4.	3 Piyush Agarwala	0.13%
4	4 Polyaka Investments Private Limited	0.25%
4		0.08%
	6 Prakarsh Jain	0.14%
	7 Pratibha Soni	0.02%
	8 Preeti Chopra	0.26%

40   T	Prem Dealers Private Limited	2.58%
	Prem Devi Baid	3.38%
	Rachana Sanjay Goenka	0.13%
		0.13%
	Rajesh Bansal	0.13%
53	Rajiv Gupta Rakesh Kumar Bhoot Huf	0.06%
	Rakesh Rosan Dalmia	0.25%
EATIPES!		0.06%
	Rashmi Agarwal	0.51%
1	Rashmi Giria	0.01%
	Rekha Sharma	0.42%
	Rina Jain	0.25%
1050000	Ritula Saraf	0.14%
	Sangeeta Joshi	0.76%
20000	Sanjay Garudapally	0.10%
63	Sanjay Kumar Joshi	0.04%
64	Sanjay Kumar Singhania	0.06%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.10%
67	Shyam Sunder Kothari	0.06%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.65%
71_	Sunil Jain	0.42%
72	Sunita Gangwal	0.06%
73	Sunita Rajan Bhat	0.13%
74	Sunita Sharma	0.25%
75	Surendra Mohta	0.85%
76	Syl Investment	0.13%
77	Tarla Bhupendra Patel	0.06%
78	Tatkal Electronics Services Pvt. Ltd	0.06%
79	Utpal Bhattacharyya	0.03%
80		0.05%
81		0.14%
82	Vishal Nitin Sampat	
83	Visial Pittin Sampat  Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And	0.03%
03	Mrs. Ancesna Balu)	0.25%
84		0.06%
85	Winfinity Partners Llp	0.007

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

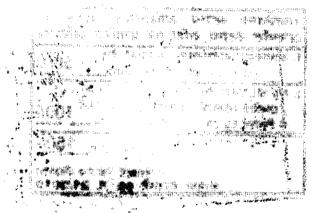
[Promoter]

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This Document Forms Part & Parcel

or Inter-se Agreement

Executed on 15 Day of NOV 24at...

between MIS Deapale Hitech Motors put. Ud.

and Vishal Nitin Sampat

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#### 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, *interse*, in respect of their respective shareholding in the Company.

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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:

Part.

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.
- 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

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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.

# 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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# SCHEDULE I DETAILS OF INVESTORS

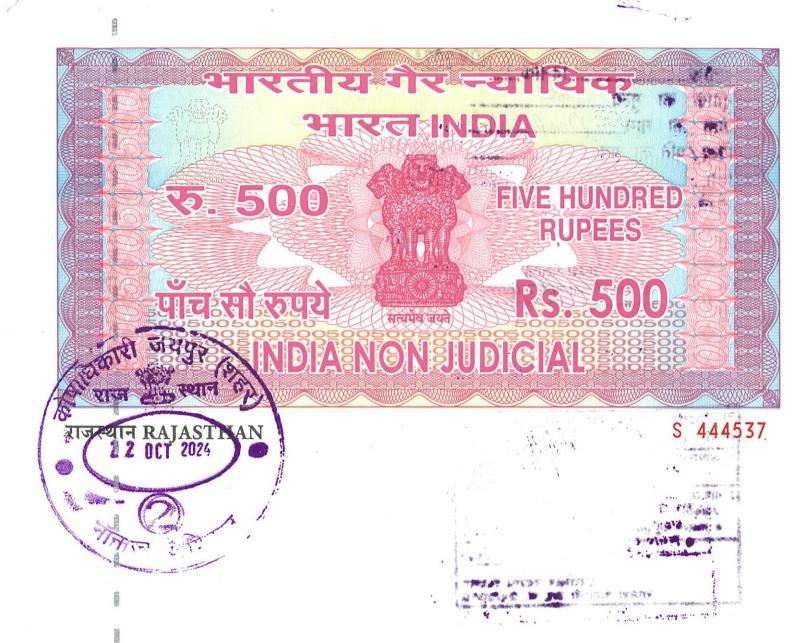
Srl.	Particulars	Details
1.	Name of the Buyer NO. of Shares bough (FV Re-16	Vishal Nitin Sampat 26500
2.	Address of the Buyer	34Th Fir 3401 Omkar 1973, Tower T is Pandurang
		Budhkar Mary Near Shani Mandir Worli Mumbai
		100018   100
3.	Identification Number (PAN etc.)	AMTPS3927M
4.	Contact Number (Tel./mob.)	9820274652
5.	Email-ID	VNSAMPAT@GMAIL.COM
6.	Designated bank account	50200025560446
		HDFC BANK
		HDFC0000060





To I Discord Limited	2.58%
49 Prem Dealers Private Limited	3.38%
50 Prem Devi Baid	0.13%
51 Rachana Sanjay Goenka	0.13%
52 Rajesh Bansal	0.13%
53 Rajiv Gupta	0.06%
54 Rakesh Kumar Bhoot Huf	0.25%
55 Rakesh Rosan Dalmia	0.06%
56 Rashmi Agarwal	0.51%
57 Rashmi Giria	0,01%
58 Rekha Sharma	0.42%
59 Rina Jain	0.25%
60 Ritula Saraf	0.14%
61 Sangeeta Joshi	0.76%
62 Saujay Garudapally	0.10%
63 Sanjay Kumar Joshi	0.04%
64 Sanjay Kumar Singhania	0.06%
65 Sapna Sanjay Lalwani	0.06%
66. Shubham Mahesh Gupta	0.10%
67 Shyam Sunder Kothari	0.06%
68 Sidhartha Mehta	0.06%
69 Sudhakar Dattatraya Khare	0.06%
70 Sukhpal Kaur	0.65%
71 Sunil Jain	0.42%
72 Sunita Gangwal	0.06%
73 Sunita Rajan Bhat	0.13%
74 Sunita Sharma	0:25%
75 Surendra Mohta	0.85%
76 Syl Investment	0.13%
77 Tarla Bhupendra Patel	0.06%
78 Tatkal Electronics Services Pvt. Ltd	0.06%
79 Utpal Bhattacharyya	0,03%
80 Vijaykumar Kashibhai Patel	0.05%
81 Vipulbhai Kanubhai Patel	0.14%
82 Vishal Nitin Sampat	
Wiven Baid Family Trust (Through Its Trustee Mr. Deepak Baid And	0.03%
Mrc Angerba Raid)	0.25%
84 Vpk Global Ventures Fund - Vpk Global Venture	0.06%
85 Winfinity Partners Llp	<u> </u>

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of Inter-se Agreement

Executed on 15 Day of Nov'24at.

and Intellect Fincap Advisors put. Ud.

INTELLECT FINCAP ADVISORS PVT. LJD.

Jay Frakayz Dahuin

Director / Authorised Signatory

#### 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:

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- 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.
- Subject to the other provisions of this Agreement, the Promoter shall ensure that the terms and 2. 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.
- In the event of the IPO containing an 'offer for sale' component, the Investors shall have the right 3. (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.
- The Parties hereby agree to vote in favor of and to do all acts and deeds necessary for effecting 4. the IPO.
- The Promoter agrees to offer such number of its equity shares, for a lock-in as may be required 5. 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 lockin (save and except as required under applicable law).
- In the event that as a result of any applicable law: (i) the Investors consent in writing to any 6. 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.
- All costs and expenses relating to the IPO including statutory filing and registration fees, and 7. 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.
- Notwithstanding anything to the contrary contained herein, the Parties hereby agree that from the 8. 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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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.
- 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

TELLECT FINCAP ADVISORS PVI. LID.

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

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.

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# SCHEDULE I DETAILS OF INVESTORS

Srl.	Particulars Details		
1.	Name of the Buyer	Intellect Fincap Advisors Private Limited	
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.)	AACFIISSAL AABCI 7206B	
4.	Contact Number (Tel./mob.)	9321188847	
5.	Email-ID	intellect@intellectmoney.com	
6.	Designated bank account	00080340033277	
**********		HDFC BANK LTD	
		HDFC0000008	

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# SCHEDULE II SHAREHOLDING PATTERN AS ON EXECUTION DATE

. 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		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		0.06%
25		0.25%
26		0.01%
27	Hirak Vinimay Private Limited	52.01%
2.8		0.13%
29		0.06%
30		0.13%
31		0.13%
		0.03%
32		0.25%
33		0.03%
34		0.15%
35		0.13%
36		0.13%
37		0.06%
38		0.06%
39		0.04%
4(		0.04%
4		0.03%
42	, ,	0.03%
4:	, ,	0.15%
4		0.23%
4:		
4		0.14%
4		
4	8   Preeti Chopra	0.26%

INTELLECT FINCAP ADVISORS PVT. LTD Director/Authorised Signatory

49   1	Prem Dealers Private Limited	2.58%
	Prem Devi Baid	3.38%
	Rachana Sanjay Goenka	0.13%
	Rajesh Bansal	0.13%
	Rajiv Gupta	0.13%
54	Rakesh Kumar Bhoot Huf	0.06%
	Rakesh Rosan Dalmia	0.25%
	Rashmi Agarwal	0.06%
	Rashmi Giria	0.51%
	Rekha Sharma	0.01%
	Rina Jain	0.42%
		0.25%
	Ritula Saraf	0.14%
61	Sangeeta Joshi	0.76%
62	Sanjay Garudapally	0.10%
63	Sanjay Kumar Joshi	0.04%
64	Sanjay Kumar Singhania	0.06%
65	Sapna Sanjay Lalwani	0.06%
66	Shubham Mahesh Gupta	0.10%
67	Shyam Sunder Kothari	0.06%
68	Sidhartha Mehta	0.06%
69	Sudhakar Dattatraya Khare	0.06%
70	Sukhpal Kaur	0.65%
71	Sunil Jain	0.42%
72	Sunita Gangwal	0.06%
73	Sunita Rajan Bhat	0.13%
74	Sunita Sharma	0.25%
75	Surendra Mohta	0.85%
76		0.13%
77	Tarla Bhupendra Patel	0.06%
78		0.06%
79	Utpal Bhattacharyya	0.03%
80	Vijaykumar Kashibhai Patel	0.05%
81		0.03%
82	Vichal Nitin Samnat	0.14%
83	Vivan Baid Family Trust (Through Its Trustee Mr. Deepak Baid And	0.03%
84	- 1 TT 1 C1 1 1 TI	0.25%
85		0.06%

INTELLECT FINCAP ADVISORS PVT. LTD.

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Director/Authorised Signatory

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

[Promoter]

INTELLECT FINCAP ADVISORS PVT. LTD.

Tay Poalast Dalwie
[Investor 1]

[Investor 1]

RAJIV GUPTA 6A, SHORT STREET KOLKATA-700016 WEST BENGAL Odr 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.
- 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.
- 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 by horised Signatory/Director

[Name of the Investor] Tars 19 B Part of Borning Reb Office 27-6-2025

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.

DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devi Baid

Authorised Signatory/Director

### 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

[Name of the Investor] [Address of the Investor] 3/July/2025[Date]

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

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- 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

[Name of the Promoter]
Authorised Signatory/Director

Prem Devi Baid

Name of the Investor)
Rotesh Roshan Dahrua

### 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

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

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- 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.

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INTELLECT FINCAP ADVISORS PVI. LIV

DEEPAK HITECH MOTORS PRIVATE LIMITED

ous Prolean Dolmia. Director / Authorised Signators

[Name of the Investor]

Na Authorised Signatory/Director

Prem Devi Baid

Date: - 25.06.2025

HARIT EXPORTS PRIVATE LIMITED 3-G, KAKAD, HOUSE, B-WING, 3<sup>RD</sup> FLOOR, HNEW 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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- 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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- 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 D [Name of the Promoter]

Authorised Signatory/Director

HARIT EXPORTS PRIVATE LIMITED

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

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

Dear [Sir / Madam],

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DEEPAK HITECH MOTORS PRIVATE LIMITED

[Name of the Promoter]

Authorised Signatory/Director

Deve Baid

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")

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DEEPAK HITECH MOTORS PRIVATE LIMITED

Name of inthe Red Metar bry/Director

Mr. Anuj Plemkumar 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],

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DEEPAK HITECH MOTORS PRIVATE LIMITED

**Authorised Signatory/Director** 

Prem Devi Baid

[Name of the Promoter]

[ASHNI AKARSH MEHTA]

Limpeller

26.06.2025

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

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

Dear [Sir / Madam],

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DEEPAK HITECH MOTORS PRIVATE LIMITED

Perm Devi Bo

[Name of the Promoter]
Authorised Signatory/Director

[Name of the Investor]

ANGERA 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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**DEEPAK HITECH MOTORS PRIVATE LIMITED** 

Authorised Signatory/Director

Prem Devi Baid

[Name of the Promoter]

(AVKASH ANIL GANERIWAL)

[Name of the Investor] [Address of the Investor] 2/July/2005 [Date]

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

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DEEPAK HITECH MOTORS PRIVATE LIMITED

[Name of the Promoter]
Authorised Signatory/Olrector

Prem Devi Baid

[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")

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DEEPAK HITECH MOTORS PRIVATE LIMITED

Jem Devi

[Name of the Promoter]

Authorised Signatory/Director

[VISHAL NITH SAMPAT]

Date 28.06.2025

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

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

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DEEPAK HITECH MOTORS PRIVATE LIMITED

Prem Devir Baid

[Shyam Sunder Kothari]

Shyam Lew Crotrai

25.06.2025

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

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[Name of the Promoter]

Ampesha Boud

Rachana Sanjay Goenka

Srinithi Ventures Martin Burn Business Park 7 th Floor, Unit No:700A

Plot No :3 Block -BP, Salt Lake, Sector -V. Kolkata -700091

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[Name of the Promoter]

Ameesha Baid

[Gaurav Sharma]

PARTNER

Trivikram Ventures Martin Burn Business Park 7 th Floor, Unit No :700A

Plot No :3 Block -BP,Salt Lake,Sector -V,Kolkata -700091

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TRIVIKRAM VENTURES

[Name of the Promoter]

Ameesha Baid

[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")

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.
- 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.
- 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.

KJMC CORPORATE ADVISORS (INDIA) LTD.

Authorised Stanatory / Director

[Name of the Investor]

[Name of the Promoter]

Ameesha Baid

#### 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")

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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]

Aneesha Baid

BENANI WEALTHFRONT LLP

AUTHORISED SIGNATORY

BENANI WEALTHFRONT LLP

#### VPK GLOBAL VENTURES FUND

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

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VPK GLOBAL VENTURES FUND

Chuton P. Kotok Authorised Signatory

VPK GLOBAL VENTURES FUND

[Name of the Promoter]

Ameesha Baid

Rajesh Bonsol BIS CC COLONY OPP RANA PRATAP BAGN DELHI- 110007

Privileged and Confidential Draft for discussion purposes only

> [Date] 417/25

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

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[Name of the Promoter]

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