भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2021 ◐ 28 MAR 2022 BL 170457

जिल्हा कोषागार कार्यालय, ठाणे

14 MAR 2022

मुद्रांक प्रमुख लिपीक / लिपीक

AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT

DATED 30th March, 2022

BY AND AMONGST

THE PERSONS NAMED IN SCHEDULE 1

This Amendment Agreement dated 30th March, 2022 ("**Execution Date**" and such amendment agreement "**Amendment Agreement**") to the Shareholders' Agreement dated 26th September, 2017, is entered into between the persons specified in **Schedule 1** (hereinafter individually referred to as "**Party**" and collectively referred to as the "**Parties**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include (as applicable) their respective heirs, executors, successors and permitted assigns).

P.N.D.
S.N.D.
K.P.D
R.M.K
S.N.D

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2021 ◐ 28 MAR 2022 ZU 877149

जिल्हा कोषागार कार्यालय ठाणे

जिल्हा कोषागार कार्यालय, ठाणे

14 MAR 2022

मुद्रांक प्रमुख लिपिक / लिपीक

This Non Judicial Stamp Paper forms an integral part of Amendment to Shareholder Agreement executed by Pankil Nishith Dharia, Nishith Rasiklal Dharia, Sonal Nishith Dharia, Kinjal Pankil Dharia, Riddhi Mihir Kapadia on 30th day of March, 2022.

PND

S.N.D.

K.P.D

R.M.K.

S.ND

WHEREAS:

1. The Parties are members of the same family and had entered into a shareholders' agreement dated September 26, 2017 to record the manner in which the Parties shall exercise their votes in respect of Prasol Chemicals Limited (then known as "*Prasol Chemicals Private Limited*", and hereinafter referred to as the "**Company**"), transfer shares of the Company that are owned by them and other related matters (such agreement, the "**Shareholders' Agreement**"). The intention of the Shareholders' Agreement was also to ensure that the Parties jointly undertake to exercise their voting power with respect to the Company in the manner referred to the Shareholders' Agreement subject to and under the overall direction and supervision of Pankil Nishith Dharia.

2. The Company and certain shareholders propose to undertake an initial public offering of equity shares of face value ₹2 each of the Company (the "**Equity Shares**"), comprising a fresh issue of Equity Shares by the Company (the "**Fresh Issue**") together with an offer for sale of Equity Shares by certain shareholders of the Company ("**Offer for Sale**", and together with the Fresh Issue, the "**Offer**") in accordance with the Companies Act, 2013, as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**ICDR Regulations**") and other applicable laws, at such price as may be determined through the book building process under the ICDR Regulations. The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations, and (ii) outside the United States, to institutional investors in "offshore transactions" as defined in and in reliance upon Regulation S under the United States Securities Act of 1933, as amended and in each case in compliance with the applicable laws of the jurisdictions where offers and sales are made.

3. Pursuant to regulatory and other requirements in relation to the Offer and based on the terms set out herein below, the Parties are desirous of further amending the Shareholders' Agreement in accordance with the terms hereof, and as more particularly set out herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, representations and warranties made herein and of the mutual benefits to be derived here from, the Parties hereto agree as follows:

1. DEFINITIONS & INTERPRETATION

1.1. Unless otherwise defined herein, all capitalised terms in this Amendment Agreement shall have the meaning ascribed to them in the Shareholders' Agreement. The rules of interpretation applicable to the Shareholders' Agreement shall *mutatis mutandis* apply to this Amendment Agreement.

2. AMENDMENTS

The Parties agree that the following amendments shall be made to the Shareholders' Agreement, and the Shareholders' Agreement shall stand amended to the extent set out below:

2.1. The following new definition shall be added under Clause 1.1 (*Definitions*):

*""**IPO**" shall mean an initial public offering of equity shares of the Company pursuant to which the equity shares are listed on a recognised stock exchange in India*"

2.2. Clause 2.1 of the Shareholders' Agreement shall be deleted in its entirety and will be replaced with the following:

"It is the intention of the PND Family to have a coordinated approach and to act as a single unit for the purposes of exercising their role as shareholders of the Company for effectuating this purpose, the PND Family hereby agree and undertake to act jointly in respect of the affairs of the Company as a single unit, subject to and under the overall direction and supervision of PND jointly with NRD. The PND Family acknowledges that they shall not interfere in management, decision of Board of Directors of the Company and/or PND jointly with NRD and shall not hold the Board, PND and/or NRD personally responsible for decisions in relation to the management of the Company including any losses suffered by Company."

2.3. Clause 3.3 of the Shareholders' Agreement shall be deleted in its entirety and will be replaced with the following:

PND. NRD S.N.D. K.P.D RMK S.N.D.

"PND jointly with NRD shall exercise voting rights at any General Meeting, either directly or by way of proxy, appointed under Form No. MGT-11 as set out in the Companies (Management and Administration) Rules, 2014 (MA Rules) in respect of shares held by PND Family. If either PND or NRD are not attending the General Meeting for any reason whatsoever, they may jointly authorize and nominate another person to attend and vote in their stead and in the absence of such nomination, PND and NRD shall jointly nominate SND to act and in the absence of any such nomination KPD will be deemed to be their authorized representative and/or proxy and in the absence of any such nomination RMK will be deemed to be their authorized representative and/or proxy."

2.4. Clause 3.4 of the Shareholders' Agreement shall be deleted in its entirety and will be replaced with the following:

"PND, NRD, SND, KPD, RMK currently collectively own and hold 7900000 shares of the equity share capital in the Company, and they collectively agree to appoint PND jointly with NRD as their authorized representative and/or proxy to vote in all General Meetings. In this regard, they will each execute all necessary deeds and documents including Form No. MGT-11 as set out in the MA Rules. They in furtherance of this provision, agree to renew their authorized representative and/or proxy for each General Meeting, as may be required in accordance with the Companies Management and Administration Rules, without any delay, demur or protest."

2.5. Clause 3.5 of the Shareholders' Agreement shall be deleted in its entirety and will be replaced with the following:

"In the event that PND jointly with NRD are unable to act as authorized representative and/or proxy pursuant to Clause 3.4 for any reason, then PND Family shall nominate KPD as their authorised representative and / or proxy for that General Meeting. In case if KPD is unable to so act, SND will be deemed to be the authorized representative and in absence of such nomination RMK will be deemed to be the authorized representative. The provision of clause 3.4 above, in so far as they are not inconsistent herewith, shall mutatis mutandis, apply to the nomination of KPD and/or SND and/or RMK as the case may be.

2.6. Clause 3.6 of the Shareholders' Agreement shall be deleted in its entirety and will be replaced with the following:

"In the event of changes in the number of shares held by each of the members of the PND Family or any other event which results in the provisions set out in Clause 3.3 to 3.5 becoming incapable of performance, then the PND Family shall appoint such person/persons nominated by PND jointly with NRD and after the demise or incapacitation of PND and /or NRD, NRD or PND and after demise or incapacitation of both PND and NRD, KPD and on incapacitation of KPD, SND and on incapacitation of SND, RMK as their authorized representative and/or proxy."

2.7. Clause 3.7 of the Shareholders' Agreement shall be deleted in its entirety and will be replaced with the following:

"All decision of PND jointly with NRD and Board of Directors of the Company shall be binding on all parties hereto and the decision of the Board of Directors shall supersede PND jointly with NRD."

2.8. The following new Sub-Clause 4.12 shall be added under the existing Clause 4 (*Transfer of Shares*):

"4.10. Notwithstanding anything to the contrary that may be contained in this Agreement, the provisions of this Clause 4 shall not be applicable to any transfer or allotment of equity shares undertaken for the purposes of, and pursuant to, an IPO, including any transfer to any escrow accounts that may be opened for the purpose of the IPO."

2.9. The following new Clause 5A shall be added under the existing Clause 5 (*Transmission of Shares*):

"5A. Notwithstanding anything to the contrary that may be contained in this Agreement, the provisions of Clause 5 shall not be applicable to any transfer or allotment of equity shares undertaken for the purposes of, and pursuant to, an IPO, including any transfer to any escrow accounts that may be opened for the purpose of the IPO."

PND. NRD S.N.D. K.P.D RMK S.N.D.

2.10. Clause 6.1 of the Shareholders' Agreement shall be deleted in its entirety and will be replaced with the following:

*"6.1 During the lifetime of PND and NRD, the members agree that if any disputes arise during the subsistence of this Agreement or thereafter, in connection with any matter or issue arising out of, or connected with this Agreement ("**Dispute**"), then any Dispute between all or any of the Parties, the same shall be referred to an independent sole arbitrator appointed by PND jointly with NRD for arbitration of the Dispute under the provisions of the Indian Arbitration and Conciliation Act, 1996, and resolved in accordance with his directions in this regard, which shall be final and binding on all Parties.*

After the demise of or in the event of any incapacity of PND, any Disputes between the Parties shall be resolved in the manner set out in Clause 6.1 above, except that all references to PND shall be replaced with references to NRD. After the demise of or in the event of any incapacity of both PND and NRD, any Disputes between the Parties shall be resolved in the manner set out in Clause 6.1 above, except that all references to PND and NRD shall be replaced with references to SND and then KPD and then RMK."

3. CONSENTS

3.1. In order to facilitate the Offer, the Parties hereby (a) agree that the provisions of Clause 7 (*Confidentiality*) shall not be applicable to any actions undertaken pursuant to, and for the purpose of, the Offer, and (b) accord their no-objection and consent to the inclusion of details of the Shareholders' Agreement and this Amendment Agreement in any Offer-related documents that may be prepared, including documents such as the draft red herring prospectus, the red herring prospectus and the prospectus, each of which will be prepared by the Company and filed with statutory or regulatory authorities such as the Securities and Exchange Board of India, the Registrar of Companies, Maharashtra at Mumbai and the stock exchanges where the Company's shares are proposed to be listed as well as presentations, publicity material, media releases, research reports and any other document in connection with the Offer.

3.2. The Parties also consent to the inclusion of the Shareholders' Agreement and this Amendment Agreement as a part of "*Material Contracts and Documents for* Inspection" in connection with the Offer, which will be available for public for inspection.

4. TERM

4.1. This Amendment Agreement shall be valid and come into effect on and from the Execution Date and shall continue to be in full force and effect until mutually terminated by the Parties, in writing.

5. DISPUTE RESOLUTION

The provisions of Clause 6 (*Dispute Resolution*) (as amended) of the Shareholders' Agreement shall apply *mutatis mutandis* to this Amendment Agreement in the event of any dispute arising out of or in connection with this Amendment Agreement including any question regarding its existence validity or termination.

6. MISCELLANEOUS

6.1. This Amendment Agreement shall not be modified, novated, or waived except in writing executed by all Parties to this Amendment Agreement.

6.2. This Amendment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in 'portable document format (.PDF)' shall be as effective as signing and delivering the counterparts in person.

6.3. The Shareholders' Agreement read in conjunction with the Amendment Agreement shall constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof. In the event of any ambiguity or discrepancy between the provisions of the Shareholders' Agreement and this Amendment Agreement, the provisions of this Amendment Agreement shall prevail.

PND. NRD S.N.D. K.P.D RMK S.N.D.

6.4. Each Party represents that it has the power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes legal, valid and binding obligation on it, enforceable against it in accordance with the terms of this Amendment Agreement. Each Party further represents that it is not restrained, prevented or inhibited by any contract or arrangement to which it is a party, or under applicable law, from entering into this Amendment Agreement or such other documents incidental hereto and undertaking the obligations herein mentioned.

6.5. Each Party shall from time to time and at its own cost, do, execute and deliver or procure to be done, executed, and delivered, all such further acts, documents and things, as may be reasonably required to give full effect to this Amendment Agreement and the respective rights, powers and remedies of the Parties under this Amendment Agreement.

6.6. The consents and waivers set out under this Amendment Agreement, shall also be deemed to have been given under the corresponding provisions of the articles of association of the Company, subject to the terms of this Amendment Agreement.

(*Remainder intentionally kept blank*)

PND.

S.ND.

K.P.D

R.M.K

S.ND.

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

P.N. Dharia

____

By Pankil Nishith Dharia

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

____

By Nishith Rasiklal Dharia

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

S. N. Dharia

By Sonal Nishith Dharia

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

K.P. Dharia

By Kinjal Pankil Dharia

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

R.M.Kapadia

By Riddhi Mihir Kapadia

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorised signatories have set their hands on the day and year hereinabove written:

FOR SONAL DHARIA FAMILY TRUST

S.N Dharia

TRUSTEE

____

Signed for and on behalf of Sonal Dharia Trust

By Sonal Dharia

Authorised Representative

Schedule 1

Sr. No.	Name of Party	Address
1.	Pankil Nishith Dharia	16, 8th floor, Brij Bhavan Building, 630 Peddar Road, Cumballa Hill, Mumbai - 400026
2.	Nishith Rasiklal Dharia	16, 8th floor, Brij Bhavan Building, 630 Peddar Road, Cumballa Hill, Mumbai - 400026
3.	Sonal Nishith Dharia	16, 8th floor, Brij Bhavan Building, 630 Peddar Road, Cumballa Hill, Mumbai - 400026
4.	Kinjal Pankil Dharia	16, 8th floor, Brij Bhavan Building, 630 Peddar Road, Cumballa Hill, Mumbai - 400026,
5.	Riddhi Mihir Kapadia	1801,7 South Avenue, Jahangir Daji Street, Behind Bhatia Hospital, Tardeo, Grant Road, Mumbai-400007
6.	Sonal Dharia Trust	16, 8th floor, Brij Bhavan Building, 630 Peddar Road, Cumballa Hill, Mumbai - 400026

P.N.Dharia

S.N.Dharia

K.P.D K.P.Dharia

R.M.K R.M.Kapadia

S.N.Dharia