



महाराष्ट्र MAHARASHTRA

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84AA 546702

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.क्र. 6000095
- 9 JAN 2024
सक्षम अधिकारी

श्रीमती लोचना सरमळकर

THIS STAMP PAPER CONSTITUTES AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED JANUARY 19, 2024 AMONG RASHI PERIPHERALS LIMITED, JM FINANCIAL LIMITED AND ICICI SECURITIES LIMITED

11-7 JAN 2024

000462

आदिपत्र-9 Annexure - 1
केवल पंजीकृत व्यक्तियों के लिए Only for Affidavit

मुद्रांक विभाग के पंजीकृत नाम

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मुद्रांक विभाग के पंजीकृत पते

RASHI PERIPHERALS LIMITED
5th Floor, Aristo House,
Tali Galli Complex,
Ajmer (Raj.)

11-7 JAN 2024

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एन. एन. कॉम्प्लेक्स, टाली गल्ली, अजमेर (राज.), पोस्ट - 305001.
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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९५
- 9 JAN 2024
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17 JAN 2024

000463

जिल्हा-१ Annexure - 1
सुध्दाक सिक्का घेण्यासाठी Only for Affidavit

सुध्दाक सिक्का घेण्यासाठी घ्यावी घळा

सुध्दाक सिक्का घेण्यासाठी घ्यावी घळा

सुध्दाक सिक्का घेण्यासाठी घ्यावी घळा

सुध्दाक सिक्का घेण्यासाठी घ्यावी घळा

RASHI PERIPHERALS LIMITED
5th Floor, Aristo House,
Telli Galli Colony,
Mumbai-400 069.

17 JAN 2024

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THIS STAMP PAPER CONSTITUTES AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED JANUARY 19, 2024 AMONG RASHI PERIPHERALS LIMITED, JM FINANCIAL LIMITED AND ICICI SECURITIES LIMITED

**AMENDMENT AGREEMENT DATED JANUARY 19, 2024
TO THE OFFER AGREEMENT DATED JANUARY 18, 2023
AMONG
RASHI PERIPHERALS LIMITED
AND
JM FINANCIAL LIMITED
AND
ICICI SECURITIES LIMITED**

This amendment agreement to the offer agreement dated January 18, 2023 (this “**Amendment Agreement**”) is entered into on January 19, 2024, at Mumbai by and among:

1. **RASHI PERIPHERALS LIMITED**, a company incorporated under the laws of India and whose registered office is situated at Ariisto House, 5th Floor, Corner of Telli Galli, Andheri (East) Mumbai 400 069, Maharashtra, India (the “**Company**”);
2. **JM FINANCIAL LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 7th Floor, Energy, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India (“**JM**”); and
3. **ICICI SECURITIES LIMITED**, a company incorporated under the laws of India and whose registered office is situated at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India (“**I-Sec**”).

(JM and I-Sec are together referred to as the “**Book Running Lead Managers**” or the “**BRLMs**” and individually as a “**Book Running Lead Manager**” or a “**BRLM**”; and the Company and the BRLMs are collectively referred to as the “**Parties**” and individually as a “**Party**”)

1. The 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, the Companies Act, 2013, and the rules made thereunder, each as amended and other applicable laws. In this regard, the Company filed the draft red herring prospectus dated January 18, 2023 (“**DRHP**”) with the Securities and Exchange Board of India (the “**SEBI**”), the BSE Limited (“**BSE**”) and the National Stock Exchange of India Limited (“**NSE**”). The Company has received final observations from the SEBI through the letter no. SEBI/HO/CFD/RAC/DIL-1/EB/SM/OW/2023/12894/1 dated March 31, 2023 and in-principle approvals for the Offer from BSE through its letter dated March 14, 2023 and from the NSE through its letter dated March 15, 2023.
2. The Company and the BRLMs had entered into the Offer Agreement to engage the BRLMs to manage the Offer as the book running lead managers, and the BRLMs had accepted the engagement in terms of the Engagement Letter.
3. Pursuant to Section 11 (*Arbitration*) of the Offer Agreement, the Parties had agreed on certain arrangements to resolve any Disputes that may arise under the Offer Agreement. On July 31, 2023, SEBI issued circular no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131, which was amended pursuant to the SEBI circulars dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191.
4. In light of the regulatory updates, the Parties hereby agree to amend the Offer Agreement through this Amendment Agreement to amend the arbitration clause in the Offer Agreement.
5. Accordingly, the Parties agree that:
 - (i) Section 11 of the Offer Agreement shall be substituted with the following, with effect from the date of execution of this Amendment Agreement:

*“11.1 In the event a dispute arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, alleged breach or breach of this Agreement or the Engagement Letter (the “**Dispute**”), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of seven (7) days after the first occurrence of the Dispute (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing), the Parties (the “**Disputing Parties**”) shall by notice in writing to each other, refer the Dispute to binding arbitration administered by the Mumbai Centre for International Arbitration (“**MCIA**”), an institutional arbitration center in India in accordance with the rules of MCIA in force at the time a Dispute arises (the “**MCIA Arbitration Rules**”) and Section 11.3 below. The MCIA Arbitration Rules are incorporated by reference into*

this Section 11.1. Pursuant to the provisions of SEBI's circular bearing no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, as amended by the SEBI circulars dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135 and December 20, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 (collectively, the "SEBI ODR Circular"), the Parties have opted for arbitration in accordance with Clause 3(b) therein, as applicable. The arbitration will be conducted in accordance with the provisions of the MCIA Arbitration Rules and the Arbitration and Conciliation Act, 1996 (the "Arbitration Act").

11.2 *Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement and the Engagement Letter.*

11.3 *The arbitration shall be conducted as follows:*

- (i) *all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;*
- (ii) *all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration administered by MCIA in Mumbai, India and the seat and venue for arbitration shall be Mumbai, India;*
- (iii) *the tribunal shall consist of three arbitrators appointed by the Council of Arbitration of MCIA ("MCIA Council"); each Disputing Party shall recommend one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall recommend the third or the presiding arbitrator, in accordance with the MCIA Arbitration Rules provided that, in the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be recommended by the Disputing Parties in accordance with the MCIA Arbitration Rules; in any case, each of the arbitrators recommended by Disputing Parties under this Section 11 shall have at least five years of relevant experience in the area of securities and/or commercial laws;*
- (iv) *the arbitral tribunal shall have the power to award interest on any sums awarded;*
- (v) *the arbitration award shall state the reasons on which it was based;*
- (vi) *the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;*
- (vii) *the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitral tribunal;*
- (viii) *the arbitral tribunal may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);*
- (ix) *the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and*
- (x) *subject to the foregoing provisions, the courts in Mumbai, India shall have sole and exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.*

11.4 *In the event any Dispute involving any Party is mandatorily required to be resolved by harnessing any other form as may be prescribed under Applicable Law, Parties agree to adhere to such mandatory procedures for resolution of Disputes notwithstanding the option exercised by such respective Party in Section 11.1."*

- (ii) This Amendment Agreement, collectively with the Offer Agreement and the Engagement Letter, contains the whole agreement between the Parties relating to the transactions contemplated by the Offer Agreement and the Engagement Letter. Further, to the extent of any inconsistency, this Amendment Agreement shall prevail over

the Offer Agreement and the Engagement Letter solely with respect to the matter set out in paragraph 5 of this Amendment Agreement.

- (iii) Except to the extent expressly set out herein, this Amendment Agreement shall not amend any other provision of the Offer Agreement. This Amendment Agreement shall be read with and form part of the Offer Agreement.
- (iv) Unless the context otherwise requires, all capitalized terms and expressions used but not defined in this Amendment Agreement shall have the meaning ascribed to such terms under the Offer Agreement. Rules of interpretation set out in Section 1.2 of the Offer Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- (v) The Parties hereby consent to the disclosure of this Amendment Agreement, in part or in full, in the Offer Documents, along with making this Amendment Agreement available to the public for inspection as required under the applicable laws and for purposes of submission with the regulatory authorities, as applicable.
- (vi) Each Party to this Amendment Agreement represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement with respect to the matters stated herein.
- (vii) 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. Each such counterpart when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

[The remainder of this page has been intentionally left blank]

This signature page forms an integral part of the Amendment Agreement executed among Rashi Peripherals Limited and the Book Running Lead Managers

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of
RASHI PERIPHERALS LIMITED



Name: Sureshkumar Pansari
Designation: Vice- Chairman & Whole Time Director

This signature page forms an integral part of the Amendment Agreement executed among Rashi Peripherals Limited and the Book Running Lead Managers

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of **JM FINANCIAL LIMITED**

 

Name: Sugandha Kaushik

Designation: Director

This signature page forms an integral part of the Amendment Agreement executed among Rashmi Peripherals Limited and the Book Running Lead Managers

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of
ICICI SECURITIES LIMITED

Gaurav Mittal



Name: Gaurav Mittal
Designation: AVP