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Unique Doc. Reference : SUBIN-KAKA-SHCIL526807653051810
Purchased by : JANA CAPITAL LIMITED
Description of Document : Article 5 Agreement relating to Sale of Immoveable property
Description : SHARE PURCHASE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : JANA CAPITAL LIMITED
Second Party : JANALAKSHMI FINANCIAL SERVICES LIMITED
Stamp Duty Paid By : JANA CAPITAL LIMITED
Stamp Duty Amount(Rs.) : 20,200
(Twenty Thousand Two Hundred only)



*Authorised Signatory
for Stock Holding Corporation of India Ltd.*

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SHARE PURCHASE AGREEMENT

BETWEEN

JANA CAPITAL LIMITED

AND

QRG ENTERPRISES LIMITED

AND

JANALAKSHMI FINANCIAL SERVICES LIMITED

DATED FEBRUARY 11, 2016

PRIVILEGED & CONFIDENTIAL

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SHARE PURCHASE AGREEMENT

This share purchase agreement is made on February 11, 2016 ("**Agreement**")

BETWEEN:

1. **JANA CAPITAL LIMITED**, a company incorporated and registered under the laws of India and having its registered office at 'M S Square', No. 34/1-1, Langford Road, Bangalore 560 027, Karnataka, India (hereinafter referred to as "**Purchaser**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and permitted assigns) of the **FIRST PART**;

AND

2. **QRG ENTERPRISES LIMITED**, a company incorporated under the laws of India having its registered office at 1 Raj Narain Marg, Civil Lines, Delhi 110 054, (hereinafter referred to as "**Seller**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

3. **JANALAKSHMI FINANCIAL SERVICES LIMITED**, a company incorporated in India, under the provisions of the Companies Act, 1956, having its registered office at Rajashree Saroja Plaza, #34/1, Andree Road, Shanthinagar, Bangalore 560 027, Karnataka, India (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**.

The Purchaser, the Seller and the Company shall be hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Seller is a shareholder of the Company and is the legal and beneficial owner of the Sale Shares (defined hereinafter) which represent 3.00% of the total issued and paid up capital of the Company on a fully diluted basis.
- B. The Purchaser has agreed to acquire from the Seller, and the Seller has agreed to sell to the Purchaser, the Sale Shares in accordance with the terms of this Agreement.
- C. The Parties have agreed to enter into this Agreement to record the terms and conditions on which the Sale Shares shall be sold by the Seller and purchased by the Purchaser.

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

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:

"**Business Day**" shall mean a day (other than a Saturday or a Sunday) on which scheduled commercial banks are generally open for business in Bangalore, India, Mauritius, Singapore and Luxembourg.

"**Closing**" shall mean the consummation of sale and purchase of the Sale Shares as provided in this Agreement.

"**Closing Date**" shall mean: (i) the date being 5 (five) Business Days following the completion of the Conditions Precedent, set out in Clause 3.1 of this Agreement, or (ii) such other date as the Parties may mutually agree upon, which shall be no later than the Long Stop Date (as defined below) unless otherwise agreed by Parties in writing.

"**Consent**" shall mean any consent, approval, authorisation, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, permission, order, registration, declaration, filing, report or notice of, with, to, from or by any Person, including any third party consents.

"**Encumbrance**" shall mean any encumbrance including, without limitation, any claim, deed of trust, right of others, security interest, burden, title defect, title retention agreement, Lease, covenant, debenture, mortgage, pledge, charge, hypothecation, lien, deposit by way of security, bill of sale, option interest, proxy, beneficial ownership (including usufruct and similar entitlements), encroachment, public right, easement, common right, way leave, any voting agreement, interest, option, right of first offer, first, last or other refusal right, or transfer restriction in favour of any Person, any adverse claim as to title, possession or use, any provisional or executory attachment and any other interest held by a third party or any agreement, arrangement or obligation to create any of the foregoing and "**Encumber**" shall be construed accordingly.

"**Governmental Authority**" shall mean the Government of India, any state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality or any political subdivision thereof, any court, tribunal or arbitrator and any self-regulatory organisation, and includes the Securities and Exchange Board of India ("**SEBI**"), recognised stock exchanges or quotation systems, the RBI and the Foreign Investment Promotion Board ("**FIPB**").

"**Governmental Approvals**" shall mean any Consent of, with, to, from or by any Governmental Authority;

"**IT Act**" shall mean the (Indian) Income-tax Act, 1961.

"**Law**" shall mean and include all treaties, statutes, enactments, acts of legislature or parliament, laws (including rules of equity), codes, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives applicable in India and all orders, decisions, decrees of any Governmental Authority, statutory authority, tribunal, board, court or recognised stock exchange and Governmental Approvals.

"**Losses**" includes all losses, claims, demands, liabilities, obligations, fines, expenses, royalties, Litigation, deficiencies, costs and damages (whether economic, absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including interests and penalties with respect thereto and out-of-pocket expenses, including reasonable attorneys' and accountants' fees and disbursements and in relation to the indemnified parties, shall include any diminution in the value of the securities of the Company and "**Loss**" shall be construed accordingly.

"**Long Stop Date**" shall mean June 30, 2016.

"**Person(s)**" shall mean any individual, sole proprietorship, unincorporated association, unincorporated organisation, firm, body corporate, corporation, company, partnership, unlimited or limited liability company, joint venture, Governmental

Authority, business trust or trust or any other entity or organisation.

"**RBI**" shall mean the Reserve Bank of India.

"**Sale Shares**" shall mean 164,783 Class A equity shares of the Company held by the Seller.

"**Tax(es)**" or "**Taxation**" shall mean any central, federal, state, local or foreign income, alternative, minimum, accumulated earnings, personal holding company, franchise, share capital, profits, windfall profits, gross receipts, sales, use, value added, transfer, registration, transaction, documentary, recording, listing, stamp, premium, excise, customs, severance, environmental, real property, personal property, ad valorem, occupancy, license, occupation, wage, withholding, provident fund, insurance, gratuity, employment, payroll, social security, disability, unemployment, workers' compensation, withholding, dividend or other similar tax, duty, fee, contribution, levy, impost, assessment or other governmental charge or deficiencies thereof (including all interests, surcharges, fines and penalties thereon and additions thereto) due, payable, levied, imposed upon or claimed to be owed.

"**Tax Authority**" shall mean any federal, national, state or local authority, agency, department or organisation or instrumentality responsible for the administration or collection of the Taxes.

"**Tax Proceedings**" shall mean and include suits, recovery proceedings, demands, claims, assessment proceedings (including in a representative capacity), re-assessment proceedings, block assessments, search, survey and seizure related proceedings, tax deduction at source related proceedings, interest or penalty related proceedings, rectification, stay of demand related proceedings, appeals (at any level) or similar actions.

- 1.2 In addition, the following terms shall have the meanings ascribed to them under the following Clauses:

Term	Clause reference
" Conditions Precedent "	Clause 3.1
" Dispute "	Clause 7.2
" ICC Rules "	Clause 7.3
" Long Stop Date "	Clause 3.1
" Purchase Consideration "	Clause 2.1

2. **SALE AND PURCHASE**

- 2.1 Subject to and in accordance with the terms and conditions of this Agreement, at Closing, the Seller agrees to sell and transfer, and the Purchaser agrees to purchase from the Seller, all rights, title and interest in the Sale Shares, free and clear of all Encumbrances, for a sum of INR 6,612 per Sale Share amounting to an aggregate consideration equal to INR 1,089,669,674 (the "**Purchase Consideration**").
- 2.2 The Seller shall provide remittance instructions to the Purchaser at least 2 (two) Business Days prior to the Closing Date.
- 2.3 Simultaneously with the execution of this Agreement, each of the Parties shall, if applicable, provide to the other Parties copies of the resolution of its respective board of directors approving this Agreement, including consummation of the transactions contemplated under this Agreement and authorising the persons executing this

Agreement on behalf of such Party to execute this Agreement.

3. **CONDITIONS PRECEDENT**

3.1 Closing is subject to each of the following conditions ("**Conditions Precedent**") having been fulfilled, unless waived by the relevant Parties, on or prior to the Long Stop Date:

- (a) the existing and proposed shareholders of the Company shall have completed the investment of approximately INR 1,000 crore into the Company; and
- (b) the warranties contained in Clause 5 shall be true and correct in all respects and not misleading in any respects on the date of this Agreement and the Closing Date and no breach of the provisions of this Agreement shall have taken place.

3.2 The Conditions Precedent in Clauses 3.1 (a) and (b) may be waived by each Party (at its own discretion) with respect to the other Parties.

4. **CLOSING AND RELATED MATTERS**

4.1 **Deliveries and actions at Closing**

Closing shall take place on the Closing Date at the registered office of the Company. At Closing:

- (a) the Seller shall execute, duly stamped share transfer forms pertaining to the Sale Shares and the Seller shall deliver the original share certificates representing the Sale Shares along with the duly executed and stamped share transfer forms to the Company;
- (b) the Purchaser shall remit the Purchase Consideration to the bank account of the Seller in accordance with the remittance instructions provided by the Seller pursuant to Clause 2.2; and
- (c) the Company shall hold a meeting of its board of directors, at which meeting the board shall record the transfer of the Sale Shares from the Seller to the Purchaser and the Company shall incorporate the name of the Purchaser as the holder of the Sale Shares in the Company's register of members.

4.2 The obligations of each of the Parties in Clause 4.1 above are interdependent on each other. All transactions set out at Clause 4.1 above shall be deemed to take place simultaneously and no transaction shall be deemed to have been completed or any document delivered until all such transactions have been completed and all documents delivered.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 **General warranties**

Each Party severally represents and warrants to other Parties, with respect to itself only, that each of the following representations and warranties are true and correct as of the date of this Agreement and on each day up to (and including) the Closing Date:

- (a) it is duly organised and validly existing under applicable Laws and has the requisite corporate power and authority to execute, deliver and perform this Agreement;

- (b) this Agreement and any other document to be executed by it pursuant to or in connection with this Agreement will, when executed, constitute valid and binding obligations against it in accordance with their respective terms; and
- (c) there are no legal, quasi-legal, administrative or other proceedings, claims, actions or governmental investigations of any nature pending against it or to which its assets are subject, and it has not received notice of any such proceeding, claim, action or governmental investigation against it which relates in any manner to this Agreement or the transactions contemplated by this Agreement or which could otherwise adversely impact its ability to perform this Agreement.

5.2 Additional warranties by the Seller

In addition to the warranties set out under Clause 5.1, the Seller represents and warrants to the Purchaser, that each of the following representations and warranties is true and correct as of the date of this Agreement and on each day up to (and including) the Closing Date:

- (a) it is the sole legal and beneficial owner of the Sale Shares and has the exclusive right to exercise all voting and other rights over and in respect of the Sale Shares. It has a valid and marketable title to the Sale Shares and is not prohibited or restricted in any manner whatsoever by any contract or Law to sell the Sale Shares to the Purchaser;
- (b) except as set out in the articles of association of the Company, the Sale Shares are free of all Encumbrances and are not subject to any pre-emption rights, lock-in, non disposal obligations or rights of first refusal for transfers thereof in favour of any other Person. There are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any Encumbrance over any of the Sale Shares;
- (c) the Seller is a person resident in India for the purpose of the IT Act and as defined under the Foreign Exchange Management Act, 1999;
- (d) there are no Tax Proceedings relating to the Sale Shares pending against it under applicable Laws and (i) all undisputed Tax claims relating to the Sale Shares against it under applicable Laws have been duly discharged; and (ii) there are no disputed Tax claims relating to the Sale Shares against it under applicable Laws. All income taxes relating to the Sale Shares due and payable have been duly discharged by it;
- (e) all Tax returns, filings, declarations under IT Act (including but not limited to wealth tax returns, tax audit reports and returns for Tax deduction or collection at source, as applicable) required to be filed by it in respect of the Sale Shares have been filed in accordance with the provisions of applicable Law;
- (f) it is not responsible (by applicable Law or by agreement or contract) for the payment of Taxes of any Person other than itself; and
- (g) the Seller has no claims against the Company or the Purchaser and their respective officers, directors and employees.

5.3 The warranties made by each Party under this Clause 5 shall survive Closing.

6. INDEMNIFICATION

- 6.1 Each Party severally agrees to indemnify, defend and hold the other Parties harmless against any and all Losses which arise out of, or result from or may be payable by virtue of:
- (a) any breach of any of its respective representations and warranties under Clause 5; or
 - (b) any default or breach by it of any of its respective covenants and obligations under this Agreement.
- 6.2 Any Tax payable in India under the provisions of the IT Act on any income earned by the Seller in connection with the sale of the Sale Shares shall be the sole liability of, and shall be borne only by the Seller, without any recourse or liability to the Purchaser.

7. GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1 The provisions of this Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India.
- 7.2 If any dispute arises amongst the Parties during the subsistence of this Agreement or thereafter, out of or in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement (including a question as to whether the termination of this Agreement has been legitimate) (a "**Dispute**"), the Parties shall endeavour to settle such Dispute amicably.
- 7.3 If after a period of 30 (thirty) days following service of a written notice from any Party to the other relevant Party stating the existence of a Dispute, the Parties have failed to amicably resolve the Dispute, such Dispute shall, at the request of any of the Parties, be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the International Chamber of Commerce ("**ICC Rules**") in force at the date of applying for arbitration, which rules are deemed to be incorporated by reference in this Agreement.
- 7.4 The arbitral tribunal shall consist of three arbitrators, with each Party appointing one arbitrator and such arbitrators appointing the third arbitrator. The seat of arbitration shall be Singapore and the language of the arbitration shall be English and the arbitral award shall be final and binding on the Parties. Notwithstanding anything contained in the Agreement, it is hereby agreed and acknowledged by the Parties that Part 1 of the Indian Arbitration and Conciliation Act, 1996 shall not apply in relation to any Dispute contemplated under this Clause 7, except for Section 9 of the Indian Arbitration and Conciliation Act, 1996.
- 7.5 The arbitral tribunal's decision or award shall be final and binding on the Parties and non-appealable to the extent permitted by Law. The Parties agree that the arbitral tribunal's award may be enforced against the Parties in any competent court of Law and the Parties agree to be bound thereby and to act accordingly.
- 7.6 The Parties shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- 7.7 Each Party shall bear and pay its own costs, expenses, fees, disbursements and other charges of its counsel, in connection with the arbitral proceedings except as may be otherwise determined by the arbitrators.

7.8 When any Dispute occurs and is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights, and fulfil their remaining respective duties and obligations under this Agreement.

8. NOTICES

8.1 Any notice and other communication provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission and then confirmed by internationally recognised courier service or registered mail in the manner as elected by the Party giving such notice to the following addresses:

(a) in the case of notices to the Purchaser:

Address : 'M S Square', No. 34/1-1, Langford Road, Shanthinagar, Bangalore 560 027.
Attention : Dr.R. Mohan
Telephone : +91 80 4259 5700
Facsimile : +91 80 4152 5770
Email : law.mohan@janalakshmi.com

(b) in the case of notices to the Seller:

Address : QRG Enterprises Limited, Corp Office: QRG Towers 2D Sector 126, Noida 201304, Uttar Pradesh.
Attention : Mr Anil Rai Gupta
Telephone : +91 120 4771000
Facsimile : +91 120 4771100
Email : anilrai.gupta@havells.com

(c) in the case of notices to the Company:

Address : 'Rajashree Saroja Plaza', No.34/1, Andree Road, Shanthinagar, Bangalore 560 027.
Attention : Mr. V. S. Radhakrishnan
Telephone : +91 80 4259 5700
Facsimile : +91 80 4152 5770
Email : radhakrishnan.vs@janalakshmi.com

8.2 All notices shall be deemed to have been validly given on **(a)** the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile/electronic transmission; or **(b)** the Business Day of receipt, if transmitted by courier or registered airmail.

8.3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 30 (thirty) days prior written notice.

9. MISCELLANEOUS

9.1 Specific performance

In the event that a Party commits a default of the terms of this Agreement, the non-defaulting Parties shall be entitled to such remedies, including remedies by way of Losses and/or specific performance, as may be permitted under applicable Law, in addition to their rights and remedies under this Agreement.

9.2 **Waiver**

No delay in exercising or omission to exercise any right, power or remedy accruing to a Party upon any default under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of such Party in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of such Party in respect of any other default. Any waiver can only be made by a written instrument.

9.3 **Entirety**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral.

9.4 **Interpretation**

In this Agreement, words in the singular form will be construed to include the plural, and vice versa, unless the context requires otherwise, and pronouns of one gender shall include all genders.

9.5 **Further Assurance**

Each Party shall, in good faith, perform all such other actions and execute and deliver all such other documents as are necessary or required by Law or otherwise to facilitate Closing and to give full effect to the terms of this Agreement.

9.6 **Assignment**

No Party shall be entitled to assign or otherwise deal with this Agreement, or any right or obligation under this Agreement.

9.7 **Severability**

If any part or all of any provision of this Agreement is or becomes invalid, illegal or unenforceable, then such provision (so far as it is invalid, illegal or unenforceable) may be severed from this Agreement and the remaining provisions of this Agreement shall continue to remain in force.

9.8 **Costs and stamp duty**

Stamp duty on this Agreement and on the share transfer deeds in relation to the Sale Shares shall be borne by the Purchaser. Subject to the foregoing, each Party shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement.

9.9 **English language**

All notices or formal communications under or in connection with this Agreement shall be in the English language.

9.10 **Counterparts**

This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart.

9.11 **Amendment**

No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BY JANA CAPITAL LIMITED

Through its authorised signatory

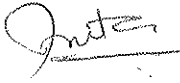


Name : R. Srinivasan

Designation : Director

BY QRG ENTERPRISES LIMITED

Through its authorised signatory



Name : ANIL RAI GUPTA

Designation : DIRECTOR

BY JANALAKSHMI FINANCIAL SERVICES LIMITED

Through its authorised signatory

YIQ 

Name : VS Radhakrishnan

Designation : MD & CEO