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STAMP VENDOR

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Data Patterns (India) Limited

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE SUBSCRIPTION AGREEMENT ENTERED INTO BETWEEN DATA PATTERNS (INDIA) LIMITED AND AXIS SMALL CAP FUND

## SHARE SUBSCRIPTION AGREEMENT

**THIS AGREEMENT** is made on 03 November 2021 (“**Execution Date**”), by and between:

1. **AXIS SMALL CAP FUND**, a scheme of Axis Mutual Fund (“**Axis MF**”), a trust established under the provisions of the Indian Trusts Act, 1882 under a trust deed dated 27 June 2009, and registered with the Securities and Exchange Board of India as a mutual fund *vide* registration number MF-/061/09/02, acting through its investment manager, Axis Asset Management Company Limited, a company registered under the Companies Act, 1956 and having its registered office at “Axis House”, 1<sup>st</sup> Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai, Maharashtra 400025, hereinafter referred to as the “**Subscriber**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

2. **DATA PATTERNS (INDIA) LIMITED**, a company incorporated under the Laws of India under the provisions of the Companies Act, 1956, having company identification number U72200TN1998PLC061236 and having its registered office at Plot H9, Fourth Main Road, SIPCOT IT Park, Siruseri, Chennai 603103, Tamil Nadu, India, hereinafter referred to as the “**Company**” (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**.

The Subscriber and the Company shall hereinafter, collectively, be referred to as “**Parties**” and individually, as a “**Party**”.

### **WHEREAS:**

- A. The Company is in the business of defence and aerospace electronics solutions and is a ‘to be listed’ entity proposing to launch an initial public offer (“**IPO**”) of its securities. The Company has filed a draft red herring prospectus with the Securities and Exchange Board of India (“**SEBI**”) in relation to such IPO on September 20, 2021 (“**DRHP**”).
- B. As of the Execution Date, the authorized share capital of the Company is Rs. 157,500,000 divided into 78,750,000 Equity Shares of Rs 2 each and the paid-up share capital of the Company is Rs. 93,488,450 divided into 46,744,225 Equity Shares of Rs 2 each. The shareholding pattern of the Company as at the Execution Date is set out in **Part A of Schedule 4** (*Shareholding Pattern of the Company As At The Execution Date*).
- C. The Company, as a part of its pre-IPO placement, is offering its Equity Shares for subscription by the Subscriber and the Subscriber is desirous of making a financial investment in the Company by subscribing to the Subscription Shares for the Price, as set out in **Schedule 2** (*Subscription Shares Details*).
- D. The Subscription Shares are proposed to be listed on the stock exchange(s) as part of IPO of the Company.
- E. The Parties are now entering into this Agreement to define their mutual rights and obligations in relation to the issue and allotment of the Subscription Shares to the Subscriber by the Company and other matters in connection therewith.

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **DEFINITION AND INTERPRETATION**

Unless a contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere in this Agreement, the definitions listed in **Schedule 3** (*Definitions and Interpretations*) shall apply throughout this Agreement. The interpretation and/or construction of this Agreement shall be in accordance with the rules of interpretation set out in **Schedule 3** (*Definitions and Interpretation*).

## 2. SUBSCRIPTION SHARES

- 2.1 The Subscriber has agreed to subscribe to the Subscription Shares free and clear of Encumbrances, as set out in **Schedule 2** (*Subscription Shares Details*) in accordance with this Agreement, basis the representations and warranties together with indemnities provided by the Company, and subject to receipt of the offer letter in Form PAS-4 in the format as set out in the Companies (Prospectus and Allotment of Securities) Rules, 2014 (“**Form PAS-4**”), from the Company and completion of the other actions as specified in Clause 4 (*Conditions Precedent*) below.

## 3. PRICE

- 3.1 The Subscriber has agreed to pay the Price, in, to subscribe to the Subscription Shares, for a total aggregate subscription amount of Rs. 35,00,00,122 (Rupees Thirty Five Crores One Hundred and Twenty Two). The resultant shareholding of the Subscriber in the Company, post completion of investment of the Price into the Company by the Subscriber shall be as set out in **Part-B** of **Schedule 4** (*Shareholding Pattern of the Company As On The Closing Date*).
- 3.2 The issuance of the Subscription Shares shall be made by the Company on a preferential allotment basis, in accordance with applicable Law.
- 3.3 The Subscriber shall pay, by electronic funds transfer, the Price on the Closing Date to the following bank account of the Company (“**Designated Bank Account**”), for the issuance and allotment of the Subscription Shares to the Subscriber on the Closing Date:

Account No:	57500000802812
Name:	Data Patterns India Limited
Customer id:	181495809
IFSC code:	HDFC0000004
Branch:	ITC Centre, Chennai
Bank Name:	HDFC Bank Ltd.

- 3.4 Immediately upon receipt of the Price, the Company shall submit to the Subscriber a written confirmation of receipt showing the date and amount of the Price received.

## 4. CONDITIONS PRECEDENT

- 4.1 The obligation of the Subscriber to subscribe to the Subscription Shares shall be conditional upon each of the following conditions (each a “**Condition Precedent**”) having been fulfilled by the Company, to the reasonable satisfaction of the Subscriber, before the Closing Date:

- (a) the Company having obtained all relevant corporate approvals, third party approvals, statutory and / or regulatory approvals, waivers of any and all pre-emptive rights and other rights, which are necessary for consummation of the transactions contemplated herein including without limitation, having passed necessary resolutions of the Board and shareholders (*via* a special resolution), as specified under the Act for: (i) approving the issue and allotment of the Subscription Shares to the Subscriber for the Price as contemplated in this Agreement; and (ii) approving the draft letter of offer in Form PAS 4;

- (b) delivery of certified true copies of the aforesaid resolutions of the Board and shareholders of the Company to the Subscriber;
  - (c) the Company having issued an offer or invitation to the Subscriber to subscribe to the Subscription Shares through issue of a private placement offer letter in the format as set out in Form PAS-4;
  - (d) the Company having filed, prior to the issuance of the offer letter in Form PAS-4, Form MGT-14 as prescribed under the Companies (Management and Administration) Rules, 2014 with the jurisdictional registrar of companies in respect of the resolutions of the shareholders of the Company for approving issuance of Equity Shares to the Subscriber;
  - (e) together with Form PAS-4, Company having delivered to the Subscriber a valuation certificate certifying the fair value of the Subscription Shares determined and issued in accordance with, and as required under the Act (and rules thereunder) and on which the Subscriber can rely;
  - (f) each of the warranties of the Company as set out in Clause 7 (*Company Warranties*) being true and accurate in all material respects and not misleading, in each case as of the Execution Date and as of the Closing Date; and
  - (g) Company having obtained final observations on the DRHP from SEBI.
- 4.2 If any of the Conditions Precedent are not satisfied, the Subscriber may, in writing, waive, amend or extend the timeline for completion of any of the Conditions Precedent, by notice in writing to the Company, except to the extent of any mandatory requirements under applicable Law.
- 4.3 If at any time the Company becomes aware of any circumstances that will or are likely to give rise to the non-fulfilment of the Conditions Precedent by the Closing Date the Company shall inform the Subscriber in writing. In such case, the Parties shall co-operate fully with a view to procuring alternate arrangements to give effect to the commercial understanding of the Parties in relation to the transactions contemplated under this Agreement.
- 4.4 Upon completion of the Conditions Precedent as aforesaid, the Company shall issue a certificate in the form annexed as **Schedule 5 (“CP Satisfaction Certificate”)** enclosing, where applicable, documentary evidence including certified true copies of all necessary documents evidencing fulfilment of each of the Conditions Precedent.
- 4.5 Subject to receipt of the CP Satisfaction Certificate and the accompanying documents evidencing fulfilment of all of the Conditions Precedent in accordance with the terms hereof to the reasonable satisfaction of the Subscriber, unless, waived, deferred or prescribed as condition subsequent to Closing, in each case in writing, at the Subscriber’s discretion, the Subscriber shall, within 2 (two) Business Days of the receipt of the CP Satisfaction Certificate, provide to the Company a written confirmation of completion of the Conditions Precedent in the form annexed as **Schedule 6 (“CP Confirmation Certificate”)**.
- 4.6 Upon fulfilment of all the Conditions Precedent, including the other obligations under this Clause 4 (*Conditions Precedent*) the Parties shall immediately proceed to Closing. Immediately upon the Company finalising the date for filing the updated DRHP incorporating the final observations received from SEBI, the Company shall notify the Subscriber in writing of such date, and which notification shall in no event be later than 5 (five) Business Days prior to filing the updated DRHP with the SEBI.

4.7 In the event Closing does not take place by the Long Stop Date, time being of the essence, this Agreement shall terminate *ipso facto*. Upon such termination, no Party shall have any claim against the other, including for any loss or damage or otherwise except for a breach of provisions set out in Clause 10 (*Confidentiality*) and Clause 15 (*Costs*). Provided, however, that this right shall not be available to any Party whose failure to comply with the terms of this Agreement has been the cause of, or resulted in, the Closing not having occurred prior to the Long Stop Date. Notwithstanding anything to the contrary contained in this Agreement, Parties hereby agree that the issuance and allotment of the Subscription Shares by the Company under this Agreement is contingent and conditional on the Company receiving the Price in its Designated Bank Account (subject to the Company having fulfilled the Conditions Precedent and having notified the Subscriber of the proposed date of filing of the updated DRHP, and the Subscriber confirmed the fulfilment of the Conditions Precedent to its satisfaction). In the event the Company does not receive the Price in its Designated Bank Account on Closing Date, the Company shall not be required to issue and allot the Subscription Shares and the private placement offer for the issue of the Subscription Shares shall stand cancelled and terminated without any liability on the Company.

## 5. CLOSING

5.1 Subject to fulfilment of the Conditions Precedent (or waiver, deferral or prescription as condition subsequent to Closing, in each case in writing, by the Subscriber) in accordance with Clause 4 (*Conditions Precedent*) and the Subscriber being notified as regards to the date of filing by the Company of the updated DRHP with SEBI, the Closing shall take place at the registered office of the Company, or such other place as may be mutually agreed between the Parties. The “**Closing Date**” shall be the date on which Closing occurs, which date shall be: (a) a date that is not later than 2 (two) Business Days prior to filing the updated DRHP with SEBI; or (b) such other date as may be mutually agreed, in writing, between the Parties, but not later than the date of filing of updated DRHP with SEBI.

5.2 On the Closing Date, the events set out in the following provisions of this Clause 5 (*Closing*) shall take place in the sequence set out below, each one conditional upon the other and not to be treated as mutually exclusive. Further, all transactions contemplated by this Agreement to be consummated at Closing shall be deemed to have occurred simultaneously and no such action shall be deemed to be consummated unless all such actions have been consummated. Closing shall be deemed to have occurred when each of the activities listed herein below and in Clause 5.3 have been completed and the Closing Date shall be deemed to be the date on which the last of the actions below and in Clause 5.3 are completed:

- (a) The Subscriber shall remit the Price into the Designated Bank Account of the Company, by way of a wire transfer through normal banking channels;
- (b) On the Closing Date, and simultaneously upon receipt of the Price, the Board shall pass necessary Board resolutions, to the reasonable satisfaction of the Subscriber: (i) approving the issue and allotment of the Subscription Shares to the Subscriber, in dematerialized form, free of all Encumbrances; (ii) authorize issuance of instructions to the Company’s depository participant to credit the Subscription Shares to the dematerialized account of the Subscriber (details of which are contained in **Schedule 1** (*Details of Subscriber*) below); and (iii) authorize the preparation and submission of the relevant filings related to the issuance and allotment of the Subscription Shares.
- (c) The Company shall hand over to the Subscriber: (i) a certified true copy of the aforesaid resolution of the Board; and (ii) a certified true copy of the Company’s applications to its Depository evidencing the Subscriber’s valid title to the Subscription Shares, free of all Encumbrances.

- (d) The Company shall make the necessary applications and filings with the Company's depository participant including for obtaining the new ISIN in respect of the Subscription Shares, providing irrevocable instructions for the issue of Subscription Shares to the Subscriber upon generation of ISIN. The Company shall provide a copy of these instructions to the Subscriber.
- 5.3 The Company shall ensure that the Subscription Shares are allotted by the Company's depository participant to the Subscriber at the earliest, but no later than 5 Business Days from the date of payment of remittance of Price by the Subscriber. On allotment of Subscription Shares, the Company will provide an updated statement of beneficiary position to the Subscriber.
- 5.4 If the Closing has not occurred on or prior to the Long Stop Date, subject to the above, the Subscriber shall have the right but not the obligation to collectively terminate this Agreement by serving a written notice to the other Parties, subject to the Company having forthwith refunded the entire Price to the Subscriber along with any interest payable thereon under the Act.

## **6. POST CLOSING OBLIGATION**

- 6.1 Within 2 (two) Business Days after Closing, the Company shall complete all post-issue filings and compliances related to the issuance of the Subscription Shares within the time statutorily prescribed for the same, including filing the return of allotment with the jurisdictional registrar of companies in Form PAS-3.
- 6.2 The Company agrees that the funds disbursed by the Subscriber for the subscription of the Subscription Shares shall not be utilized by the Company unless the allotment of the Subscription Shares have been completed and the return of allotment is filed with the jurisdictional registrar of companies, in accordance with the applicable Law.
- 6.3 The Company shall provide the Subscriber or any of their authorised representatives and advisers such assistance, documentation and information and undertake all actions as may be reasonably required in connection with the filings and disclosures required or agreed to be made to the registrar of companies, SEBI, stock exchanges and any other disclosures required to be made under applicable Law pertaining to the transactions contemplated by this Agreement.

## **7. COMPANY WARRANTIES**

- 7.1 The Company represents and warrants to the Subscriber that, as at the date of this Agreement and on the Closing Date:
  - (a) it is validly incorporated, in existence and duly registered under the Laws of its jurisdiction and has full power and authority to conduct its business as conducted;
  - (b) the Company is authorised by its articles of associations and has obtained all corporate authorisations and has all governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to execute, deliver and perform its obligations under this Agreement and execution, delivery and performance of this Agreement constitutes legal, valid and binding obligation of the Company, enforceable against itself in accordance with its terms;
  - (c) execution, delivery and performance of this Agreement will not (i) conflict with or violate any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents, (ii) conflict with or contravene the provisions of or constitute a default under any documents, contracts, agreements, arrangements or

any other instrument to which the Company is a party or which is applicable to it; (iii) result in a breach of any applicable Laws or regulations or of any order, decree or judgment of any court or any governmental or regulatory authority, applicable to the Company, or by which its assets and properties are bound or affected; or (iv) require the Company to obtain any authorisations, consents, waivers, registrations, declarations or filings with, or notice to any relevant authority or any person, except as expressly set forth in this Agreement or unless otherwise already obtained by the Company, copies of which have been delivered to the Subscriber;

- (d) issuance and allotment of the Subscription Shares by the Company to the Subscriber shall be duly and validly authorized by all necessary corporate actions of the Company and when issued, allotted and delivered in accordance with the terms of this Agreement, the Subscription Shares shall be duly and validly issued, fully paid and free and clear of any Encumbrance;
- (e) there is no litigation, pending or threatened in writing, against the Company, challenging the validity or propriety of this Agreement or the transactions contemplated hereby or otherwise preventing the Company from entering into this Agreement and performing its obligations hereunder;
- (f) it has the requisite power and authority to enter into and perform this Agreement;
- (g) the authorized share capital of the Company is INR 157,500,000 divided into 78,750,000 Equity Shares of INR 2 each, which is true, complete, correct and accurate in all respects, and the Company represents and warrants that it is sufficient to enable issuance and allotment of the Subscription Shares to the Subscriber;
- (h) the Company represents and warrants that the Subscriber shall not be required to execute a deed of adherence to the shareholders' agreement or any similar arrangement applicable to the Company or the Subscriber to obtain shareholder rights in the Company;
- (i) the Subscription Shares are duly issued and fully paid; and the Subscription Shares constitute 1.27% of the shareholding of the Company immediately upon Closing. The shareholding percentage specified in **Part A** (*Shareholding Pattern of the Company as at the Execution Date*) and **Part B** (*Shareholding Pattern As On The Closing Date*) of **Schedule 4** provides true, correct and complete representations of the shareholding of the Company, constituting 100% (one hundred per cent) of the issued, subscribed, allotted and paid-up share capital of the Company, on a fully diluted basis, as of the Execution Date and the Closing Date, respectively;
- (j) the Subscription Shares will be issued in dematerialized form;
- (k) the Board has authorised the IPO of the Equity Shares of the Company and that the Company has filed the DRHP dated 20 September 2021 (in relation to such IPO) on September 21, 2021; and
- (l) the Company has not provided any unpublished price sensitive information (as understood under applicable Laws) to the Subscriber in contravention to the provisions of applicable Laws.

7.2 The Company agrees and undertakes to notify the Subscriber, in writing and promptly, if it becomes aware of any fact, matter or circumstance (whether existing as on the date of this Agreement or arising afterwards) which would cause any of the representation and warranties given by the Company under this Agreement, to become untrue, inaccurate or misleading in any material respect.

7.3 The Company agrees that no actual, imputed or constructive knowledge shall be attributed to the Subscriber whether on the Execution Date, before or after the Closing Date, with respect to the accuracy or inaccuracy of any representation and warranty provided by the Company under this Agreement.

## 8. SUBSCRIBER WARRANTIES

8.1 The Subscriber warrants to the Company that as at the date of this Agreement and on the Closing Date:

- (a) it is validly incorporated, in existence and duly registered under the Laws of its jurisdiction and has full power and authority to conduct its business as conducted;
- (b) the execution, delivery and performance of this Agreement has been duly authorised and does not require any further corporate approvals and/ or authorizations and it has all necessary approvals required to be obtained by it for the execution, delivery and performance of this Agreement and has been validly executed by a duly authorised representative of the Subscriber. This Agreement constitutes a legal, valid and binding obligation of the Subscriber enforceable against it, in accordance with its terms;
- (c) it has the requisite power and authority to enter into and perform this Agreement;
- (d) execution, delivery and performance of this Agreement will not (i) conflict with or violate any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) conflict with or contravene the provisions of or constitute a default under any documents, contracts, agreements, arrangements or any other instrument to which the Subscriber is a party or which is applicable to it; (iii) result in a breach of any Laws or regulations or of any registration, license, permit, consent, order, decree or judgment of any court or any governmental or regulatory authority, applicable to the Subscriber, or by which its assets and properties are bound or affected; and;
- (e) there is no litigation, pending or threatened in writing, against the Subscriber, challenging the validity or propriety of this Agreement or the transactions contemplated hereby or otherwise preventing the Subscriber from entering into this Agreement and performing its obligations hereunder.

8.2 The Subscriber agrees that no actual, imputed or constructive knowledge shall be attributed to the Company whether on the Execution Date, before or after the Closing Date, with respect to the accuracy or inaccuracy of any representation and warranty provided by the Subscriber under this Agreement.

## 9. INDEMNIFICATION

9.1 Subject to Clause 9.5 each Party ("**Indemnifying Party**") shall indemnify, defend and hold harmless the Indemnified Persons against any and all direct and actual losses, damages and reasonable costs, fines, interest and penalties, imposed on, sustained, incurred or suffered by the Indemnified Persons directly arising out of, or directly in connection with:

- (a) any breach of, or misrepresentation in, any of the representations and warranties of the Company as set out in Clause 7.1 (*Company Warranties*) (in so far as the Company is the Indemnifying Party) or the Subscriber as set out in Clause 8.1 (*Subscriber Warranties*) (in so far as the Subscriber(s) is the Indemnifying Party), as applicable;
- (b) covenants and undertaking provided by the Company under this Agreement; and/or
- (c) wilful misconduct, fraud, or gross negligence by the Company in connection with the



transactions contemplated under this Agreement.

Each, an “**Indemnity Event**”.

- 9.2 All payments to be made by the Indemnifying Party to an Indemnified Person under this Agreement shall be made free and clear of and without any tax deduction unless such Indemnifying Party is required to make a tax deduction as required under applicable Law.
- 9.3 To the extent the payment by the Indemnifying Party of any indemnification payment pursuant to the provisions of Clause 9 (*Indemnification*) is subject to receipt of approvals by the Indemnifying Party from governmental authorities, the Indemnifying Party shall apply to such governmental authorities to procure all such approvals and shall make all applications and take all steps required to obtain the same and the Indemnified Parties shall provide all necessary documents, support and co-operation as requested by the Indemnifying Party. Provided that, any indemnity payments made pursuant to this Clause 9 shall be made free and clear of and without deduction for or on account of any taxes, charges, fees, costs, expenses or duties, except as may be required by any applicable Law.
- 9.4 Notwithstanding anything contained in this Agreement, other than if indemnity claim including any Third Party Claim is on account of the matters set out in Clause 9.1(c), the Indemnifying Party shall not be liable to indemnify an Indemnified Person for any amount in excess of the portion of the Price and any other reasonable costs and expenses in relation to any indemnity claim.
- 9.5 Notwithstanding anything contained in this Agreement, each Indemnified Person expressly agrees and acknowledges that the indemnification rights contained in this Clause 9 are conditional upon the said indemnification rights being the sole monetary remedy for each Indemnified Person with respect to the events described in Clause 9.1. Provided however that nothing contained in this Clause 9.5 shall preclude the exercise of any remedies available to the Indemnified Persons, under Law or contract, for the purposes of enforcement of the indemnification obligations of the Indemnifying Party under this Agreement or for pursuing any non-monetary remedies. Subject to occurrence of Closing, the indemnity under Clause 9.1(a) and Clause 9.1(c) shall survive for a period of 10 years from Closing Date. It is clarified that no expiry or termination of this Agreement shall prejudice in any manner any claim or rights of action previously accrued to the Parties hereunder.
- 9.6 Upon the occurrence of an indemnifiable event as set out in Clause 9.1 (*Indemnification*), where the Indemnified Person is a Subscriber, the amount payable shall be grossed up to reflect the percentage of shares held by such Subscriber on a fully diluted basis at the time of such claim by the Subscriber.
- 9.7 General procedure for claims. If any Indemnified Person seeks indemnification under this Agreement, it shall, within a period of 30 (thirty) days from the occurrence of the Indemnity Event, notify in writing (the “**Claim Notice**”) the Indemnifying Party of the losses for which the Indemnified Person is asserting an indemnification claim (“**Indemnification Claim Amount**”). The Parties agree that a delay in providing the Claim Notice under this Clause 9.7 will not relieve the Indemnifying Party of its indemnification obligation, save and except to the extent of any increase in loss caused due to the failure of the Indemnified Person to provide the Claim Notice as per the timelines prescribed in this Clause 9.7, for which the Indemnifying Party shall be relieved to the extent of the increase in the amount of the loss caused by the failure of the Indemnified Person to provide the Claim Notice as per the above prescribed timelines. Provided that in the event such delay by the Indemnified Person has been the sole cause of the complete failure of to defend the Claim, then the loss arising out of such Claim shall not be required to be indemnified by the Indemnifying Party. In the event the Indemnifying Party disputes the claim described in the Claim Notice, the Indemnifying Party and the Indemnified Person shall proceed in good faith to negotiate a resolution of such dispute or file

for arbitration as per the terms of Clause 23 (*Governing Law and Jurisdiction*), and the Indemnifying Party shall not be obligated to make payment of any Indemnification Claim Amount until the claim described in the Claim Notice has been determined in favour of the Indemnified Party by a final judgement, order or decree of an arbitrator or a court of competent jurisdiction.

9.8 A claim set forth in a Claim Notice will be conclusively deemed to be the liability of the Indemnifying Party (and payable by the Indemnifying Party) if: (a) the Indemnifying Party does not dispute the claim described in the Claim Notice; or (b) the liability of the Indemnifying Party in respect of such claim is resolved by mutual agreement of the Indemnifying Party and the Indemnified Person. The Indemnifying Party shall pay the Indemnification Claim Amount to the Indemnified Person within 30 (thirty) days after such claim becomes payable in accordance with this Clause 9.8. In the event the Indemnifying Party disputes the claim described in the Claim Notice, the Indemnifying Party and the Indemnified Person shall proceed in good faith to negotiate a resolution of such dispute or file for arbitration as per the terms of Clause 23 (*Governing Law and Jurisdiction*), and the Indemnifying Party shall not be obligated to make payment of any Indemnification Claim Amount until the claim described in the Claim Notice has been determined in favour of the Indemnified Person by a final judgement, order or decree of an arbitrator or a court of competent jurisdiction.

9.9 Procedure for Third Party Claims.

- (a) After receipt by the Indemnified Person of notice of the commencement of any action, suit, arbitration or other proceeding in relation to a loss or an Indemnity Event involving a third party including a proceeding before a governmental authority in connection with an Indemnity Event (a “**Third Party Claim**”), such Indemnified Person shall as soon as commercially practicable, but in any event within 15 (fifteen) days of receipt of such Third Party Claim, give written notice of such Third Party Claim (“**Third Party Claim Notice**”) to the Indemnifying Party providing all details, to the extent available, regarding the circumstances then known to the Indemnified Person. The Parties agree that a delay in providing the Third Party Claim Notice under this Clause 9.9(a) will not relieve the Indemnifying Party of its indemnification obligation in respect of a Third Party Claim, save and except to the extent of any increase in loss caused due to the failure of the Indemnified Person to provide the Third Party Claim Notice as per the timelines prescribed in this Clause 9.9(a), for which the Indemnifying Party shall be relieved to the extent of the increase in the amount of the loss caused by the failure of the Indemnified Person to provide the Third Party Claim Notice as per the above prescribed timelines. Provided that in the event such delay by the Indemnified Person has been the sole cause of the complete failure of the defense of the Third Party Claim, then the loss arising out of such Third Party Claim shall not be required to be indemnified by the Indemnifying Party.
- (b) The Indemnifying Party shall, subject to Clause 9.9(d), have the right, exercisable by issuing a written notice to the Indemnified Person promptly, and in any event within 15 (fifteen) Business Days from the date of receipt of the Third Party Claim Notice, to assume the sole defence of any Third Party Claim at such Indemnifying Party’s expense, provided that the Indemnifying Party shall: (i) consult, in good faith, with the Indemnified Person in relation to the conduct of the Third Party Claim; (ii) keep the Indemnified Person appropriately informed of all matters pertaining to such action; and (iii) avail assistance of counsel, reasonably satisfactory to the Indemnified Person.
- (c) Where the Indemnifying Party elects to assume the defence of the Third Party Claim, the Indemnified Person shall provide reasonable cooperation, at the Indemnifying Party’s expense, with the Indemnifying Party and its legal advisors/ representatives. Where the Indemnifying Party is assuming defence of the Third Party Claim, the Indemnified

Persons shall exercise reasonable efforts to provide all the relevant information and documents, and the representatives of the Indemnified Persons be reasonably available, for the Indemnifying Party, its counsel and advisors for conducting the defence of the Third Party Claim, within a reasonable period of time, bearing in mind the overall timelines and strategy with respect to the defence of the Third Party Claim. The Indemnifying Party will not enter into any settlement, compromise, order or judgement in respect of any such Third Party Claim without the prior written consent of the Indemnified Person, which consent shall not be unreasonably withheld.

- (d) Indemnifying Party will not have the right under Clause 9.9(b) to assume the sole defence of any Third Party Claim where: (i) the Third Party Claim seeks an injunction or equitable relief against any of the Indemnified Persons which restricts them from conducting their activities in the ordinary course of business; or (ii) the Third Party Claim involves a criminal liability on any of the Indemnified Persons; or (iii) the Indemnifying Party is not entitled to take up the defense under Applicable Law.
- (e) If the Indemnifying Party elects not to assume defence of the Third Party Claim, or the Indemnifying Party is not entitled to assume defence of the Third Party Claim as per Clause 9.9(d), the Indemnified Person will have the right to defend such Third Party Claim at the expense of the Indemnifying Party, and the Indemnifying Party shall fully cooperate, at its own expense, with the Indemnified Person and its legal advisors, in relation thereto. The Indemnified Person shall keep the Indemnifying Party appropriately informed of all matters pertaining to such Third Party Claim and shall conduct such Third Party Claim in a reasonable manner. The Indemnifying Party shall be deemed to have consented to and be bound by the manner in which such defence is assumed by Indemnified Person and the same will be binding upon the Indemnifying Party, and the Indemnified Person may enter into any judgement, compromise or settlement without the prior written permission of the Indemnifying Party (without prejudice to the indemnification rights of the Indemnified Person under this Agreement).
- (f) The Parties agree to cooperate with each other in connection with the status, defence, negotiation and/or settlement of any such Third Party Claim. Where the Indemnified Person is assuming sole defence of the Third Party Claim, the Indemnifying Parties shall ensure that all the relevant information and documents be provided, and the representatives of the Company be reasonably available (where the Company is the Indemnifying Party), for the Indemnified Persons, its counsel and advisors for conducting the defence of the Third Party Claim, within a reasonable period of time, bearing in mind the overall timelines and strategy with respect to the defence of the Third Party Claim.
- (g) It is hereby clarified that the Indemnifying Party's obligation to indemnify the Indemnified Person in relation to a Third Party Claim pursuant to this Agreement will arise within 30 (thirty) days of the Indemnified Person incurring any actual expense in relation to such Third Party Claim (including costs and expenses for defending any such Third Party Claim (which defence will be undertaken as per this Agreement) and/or payments made pursuant to an order (interim or final), judgement, settlement or compromise (subject to such settlement or compromise being in accordance with this Agreement)).

9.10 **Recovery.** Notwithstanding anything contained herein, in the event that any payment/deposit needs to be made to any Person (including any governmental authority) in relation to any indemnity claim pursuant to applicable Law, order and/or judgement, then the Indemnifying Party shall ensure that it makes all such payments as instructed by the Indemnified Person prior to the relevant due date to enable the Indemnified Person to make such payment on the demand

due date.

9.11 Miscellaneous. Notwithstanding anything contained in this Agreement:

- (a) The Indemnifying Party shall be required to indemnify the Indemnified Person only for actual losses incurred or suffered by the Indemnified Person. However, the Indemnifying Parties will not be liable for any loss of profit or loss of opportunity, exemplary, indirect or consequential losses, or diminution of value losses to the extent that the same constitute indirect damages incurred/ suffered by the Indemnified Persons.
- (b) The Indemnified Persons not being entitled to recover more than once in respect of the same cause of action.
- (c) The Indemnifying Parties shall not be liable to indemnify the Indemnified Persons under this Agreement for a loss if the failure or breach giving rise to such loss is capable of remedy and the same has been remedied, to the satisfaction of the Indemnified Persons, within a period of 30 (thirty) days at the sole cost and expense of the Indemnifying Party from the date of notice provided by the Indemnified Persons to the Indemnifying Parties in writing of any claim for indemnity.
- (d) All Indemnity payments pursuant to Clause 9 of this Agreement shall be grossed up for taxes, if any.

## 10. CONFIDENTIALITY

10.1 The Parties hereto acknowledge that the terms of this Agreement, including its existence shall be considered confidential information and shall not be disclosed by the Parties hereto to any third party except (i) any disclosure in relation to the IPO, including disclosures to be made in any offer document filed with SEBI, registrar of companies or any other governmental or regulatory authority; (ii) any disclosure of information required by applicable Law, or any governmental or regulatory authority not in relation to the IPO; (iii) to its Affiliates and investors that are bound by appropriate confidentiality obligations; (iv) the disclosure of information, which, at the date of disclosure, is in the public domain; (v) any disclosure of information to a Party's professional advisors being subject to the confidentiality obligations contained in this Agreement; and (vi) information which is independently developed by the recipient from information provided or obtained other than pursuant to or in connection with this Agreement.

## 11. BUY-BACK PROVISION

11.1 The Company shall ensure that the Subscription Shares are listed on the National Stock Exchange of India Limited or the BSE Limited within 90 (ninety) Business Days from the Closing Date or such extended period as agreed between the Company and Subscriber in writing ("**Initial Term**").

11.2 In the event the Subscription Shares are not listed within the Initial Term for any reason whatsoever, the Company shall on or before the expiry of the Initial Term, create a fixed deposit of an amount equal to the Price ("**Fixed Deposit**") and mark a lien on the said Fixed Deposit in favour of the Subscriber. The Company shall immediately, and in no event, later than 5 (five) days from the expiry of the Initial Term, provide the evidence of such lien marking to the Subscriber.

11.3 In the event of failure of the Company to perform its obligation in clause 11.1 above, notwithstanding anything in this Agreement, but subject to applicable Law, the Company shall buy-back the Subscription Shares within a period of 15 (fifteen) days from the expiry of the Initial Term ("**Final Term**") and shall credit the Buy Back Consideration to the Subscriber on

or before the Final Term and simultaneously with the payment of such Buy Back Consideration, the Subscriber shall forthwith release the lien on the Fixed Deposit created in accordance with Clause 11.2 above.

11.4 Without prejudice to rights of the Subscriber under this Agreement, in an event of breach and/or non-performance of the Company's obligations as set out in this Clause 11:

(i) If an existing Investor (as defined under the shareholders' agreement dated June 2, 2021 ("SHA")) proposes to transfer and transfers any or all of its shares in the Company to a non-Affiliate third party transferee, then the Subscriber shall have the right to transfer the Subscription Shares held by it, on a pro rata basis, along with the shares transferred by the Investor ("**Tag Along Right**"), to such non-Affiliate third party transferee, at terms no less favourable than those being offered to the Investor; and

(ii) the Subscriber shall be entitled to information rights as enjoyed by the Investor under the SHA.

The Company agrees and acknowledges that the Subscriber shall not be required to execute a deed of adherence to exercise the above-mentioned rights and that the Company shall procure from all the signatories to the SHA that the Subscriber shall not be prevented from exercising the above-mentioned rights in any manner, in the absence of a deed of adherence.

## **12. ASSIGNMENT**

12.1 Except as provided in this Clause 12 (*Assignment*) or unless the Parties agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it, and any purported assignment in contravention of this Clause 12 (*Assignment*) shall be void.

12.2 Notwithstanding anything contained in this Agreement, upon Closing under this Agreement, the Subscriber shall be entitled to assign the whole or any part of this Agreement to any of its Affiliates, with written intimation of such assignment to the other Parties within 7 (seven) days of such assignment.

12.3 Notwithstanding the foregoing and anything else contained in this Agreement, the provisions of this Clause 12 (*Assignment*) shall fall away on listing of equity shares of the Company.

## **13. TRANSFER**

13.1 Subject to lock-in requirements under applicable Law, the Subscription Shares are freely transferable and are free from any restrictions under the articles of association of the Company or any other agreement to which the Company is a party.

## **14. FURTHER ASSURANCES**

14.1 Each of the Parties shall, execute such further documents as may be required by Law or as may be necessary to implement and give effect to this Agreement.

14.2 Each of the Parties shall comply with all obligations under this Agreement which are expressed to apply to the respective Parties.

## **15. COSTS**

15.1 The Parties shall each be responsible for their own costs, charges and other expenses incurred in connection with the Proposed Transaction. The Company shall be responsible to bear the

stamp duty payable on this Agreement only to the extent that the document is executed and retained in Chennai.

- 15.2 The stamp duty payable in relation to the issuance of the Subscription Shares (including on the allotment) shall be borne by the Company.

## 16. NOTICES

- 16.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, e-mail, fax, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by e-mail or fax provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

- 16.2 The addresses and fax numbers of the Parties for the purpose of Clause 16.1 (*Notices*) are:

a) If to the Subscriber:

Name: Axis Small Cap Fund

Address: Axis Asset Management Company Limited, "Axis House", 1st Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai, Maharashtra 400 025.

Attention: Mr. Gopal Menon, COO & CFO

Email : [compliance@axismf.com](mailto:compliance@axismf.com)

b) If to the Company:

Name: Data Patterns (India) Limited

Address: Plot H9, Fourth Main Road, SIPCOT IT Park, Siruseri, Chennai 603103, Tamil Nadu, India

Attention: Mr. V. Venkata Subramanian

Email: [venkat@datapatterns.co.in](mailto:venkat@datapatterns.co.in)

With a copy to:

Attention: Ms. Manvi Bhasin

Email: [manvi.bhasin@datapatterns.co.in](mailto:manvi.bhasin@datapatterns.co.in)

## 17. TERM AND TERMINATION

- 17.1 This Agreement shall come into full force and effect from the Execution Date and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 17.2 (*Term and Termination*).

- 17.2 This Agreement shall be terminated in the following manner:

17.2.1. Prior to Closing.

- (a) By either Party, in accordance with Clause 5.4 (*Closing*) i.e., if the Closing has not occurred on or prior to the Long Stop Date; or
- (b) By mutual written agreement of the Parties.

17.2.2 Post Closing.

- a) Upon listing of the Equity Shares on the National Stock Exchange of India Limited or the BSE Limited;
  - b) Upon buy-back of the Equity Shares in accordance with Clause 11 (*Buy-Back Provisions*).
- 17.3 Notwithstanding anything provided in this clause or otherwise in this Agreement, the termination of this Agreement shall not relieve any Party of any obligations or liabilities accrued prior to the date of termination.
- 17.4 Clause 1 (*Definitions and Interpretation*), Clause 10 (*Confidentiality*), Clause 15 (*Costs*), Clause 16 (*Notices*), Clause 17.3 (*Term and Termination*), Clause 17.4 (*Term and Termination*), Clause 18 (*Whole Agreement*), Clause 19 (*Waivers, Rights and Remedies*), Clause 20 (*Counterparts*), Clause 21 (*Variations*), Clause 22 (*Severability*), Clause 23 (*Governing Law and Jurisdiction*) shall survive termination of this Agreement; Provided that in the event that this Agreement is terminated post Closing, pursuant to Clause 17.2.2, then the provisions of Clause 9(1)(a) (*Indemnification*) and Clause 9(1)(c) (*Indemnification*) shall survive for a period of 10 years from Execution Date.

## **18. WHOLE AGREEMENT**

- 18.1 This Agreement sets out the whole agreement between the Parties in respect of the subscription of the Subscription Shares and supersede any prior agreement (whether oral or written) relating to the transaction contemplated under this Agreement.

## **19. WAIVERS, RIGHTS AND REMEDIES**

- 19.1 Except as expressly provided in this Agreement, no failure or delay by any party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

## **20. COUNTERPARTS**

- 20.1 This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. The delivery of a signed counterparts of this Agreement by facsimile transmission or e-mail in “portable document format” (.pdf) shall be as effective as signing and delivering the counterparts in person.

## **21. VARIATIONS**

- 21.1 No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties to it.

## **22. SEVERABILITY**

- 22.1 Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the Law of any jurisdiction, it shall have no effect in that respect and the Parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision, the effect of which is as close to its intended effect as possible.

## **23. GOVERNING LAW AND JURISDICTION**

- 23.1 This Agreement and any obligations arising out of or in connection with this Agreement shall be governed by and interpreted in accordance with Indian Law, without regard to conflict of law principles.
- 23.2 Any dispute or differences between the Parties (“**Disputing Parties**”) arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, and any dispute relating to any obligations arising out of or in connection with it (the “**Dispute**”) shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force (“**Rules**”). If a Disputing Party gives the other Disputing Party(ies) notice that a Dispute has arisen (“**Dispute Notice**”), and within 15 (fifteen) days from the date of the Dispute Notice, the Disputing Parties have failed to reach an amicable settlement on any Dispute, then such Dispute shall be referred to and finally resolved by arbitration in accordance with this Clause 23 (*Governing Law and Jurisdiction*).
- 23.3 The arbitral tribunal shall consist of 3 (three) arbitrators. The Party raising the Dispute (the claimant (or claimants jointly)) shall nominate 1 (one) arbitrator, and the Party(ies) against whom the Dispute has been raised (respondent (or respondents jointly)) shall nominate the other arbitrator. The 2 (two) arbitrators so nominated by the Parties shall within 15 (fifteen) days of the appointment of the second arbitrator agree upon a third arbitrator who shall act as the presiding arbitrator. If no agreement is reached within that period, the third arbitrator shall be appointed in accordance with the Rules to act as the presiding arbitrator. The decision of the arbitration panel shall be final and binding on the Parties.
- 23.4 The seat and venue of arbitration shall be Chennai. This Agreement, including the arbitration agreement contained in this Clause 23 (*Governing Law and Jurisdiction*), shall be governed by and construed under the Laws of India and the courts in Chennai shall have exclusive jurisdiction.
- 23.5 The language of arbitration shall be English.
- 23.6 For the purposes of the Rules, each Party consents to be joined to any arbitration commenced pursuant to this Agreement.
- 23.7 For the purposes of the Rules, each Party agrees to the consolidation of any two or more arbitrations commenced pursuant to this Agreement into a single arbitration.

## **24. ADDITIONAL RIGHTS**

- 24.1 Parties acknowledge that contemporaneously with the execution of this Agreement, the Company is also entering into agreements with the other subscribers, in connection with their investment in the Company. Further, Parties agree that in the event any of the other subscribers are provided with any shareholder rights more favourable than those provided to the Subscriber under this Agreement, the Parties shall forthwith amend the terms of this Agreement to provide such favourable shareholder rights (if any), to the Subscriber as well.



**SCHEDULE 1**

**DETAILS OF SUBSCRIBER**

<b>NAME AND DETAILS OF SUBSCRIBER</b>	<b>DETAILS OF DEMAT ACCOUNT</b>
<b>Axis Small Cap Fund</b> , having its registered office at “Axis House”, 1st Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai, Maharashtra 400 025 – and bearing PAN AACTA5925A ( <b>Subscriber 2</b> )	Account holder: Axis Small Cap Fund Depository: Deutsche Bank Depository participant: Deutsche Bank Depository participant ID: IN300167 Client ID: 10113246

**SCHEDULE 2**

**SUBSCRIPTION SHARES DETAILS**

<b>NAME OF SUBSCRIBER</b>	<b>NUMBER OF SHARES BEING SUBSCRIBED</b>	<b>PRICE PER SHARE (IN INR)</b>	<b>PRICE (IN INR)</b>
Axis Small Cap Fund	6,06,586	577	35,00,00,122

## SCHEDULE 3

### DEFINITIONS AND INTERPRETATION

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

**Act** means the (Indian) Companies Act, 2013, as may from time to time be amended, re-enacted or replaced, read with all the rules and regulations made and notifications and circulars issued thereunder;

**Affiliate** means and includes, in respect of a Person, any Person existing as of the date of this Agreement or at any time in the future who, is Controlling, Controlled by, or is under the common Control of such Person, where **Control**, together with its grammatical variations means:

- (a) in relation to the Subscriber, (i) the beneficial ownership, directly or indirectly, of more than 25% (Twenty Five Percent) of the shares, other equity interests or vote carrying securities, by contract or otherwise howsoever of a Person; or (ii) the ability to direct the management and policies of a Person, through ownership of 25% (Twenty Five Percent) or more of the voting power of such Person, through the power to appoint the majority of the members of the board of directors or similar governing body of such Person, through contractual arrangements or otherwise; and
- (b) in relation to any other Person shall mean the acquisition or control of more than 50% (Fifty Percent) of the voting rights or of the issued share capital of such Person or the right to appoint and/or remove all or the majority of the members of such Person's board or other governing body, or having the power to direct the management or policy decisions of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights or by contract.

In addition and without prejudice to the above, the term **Affiliate**, when used in the context of the Subscriber shall also include the investment manager or advisor, sponsor, settlor, trustee, of the Subscriber, any fund, trust, special purpose or other vehicle whose sponsor or investment manager or advisor is the same as the sponsor or investment manager or advisor of the Subscriber.

**Board** means the board of directors of the Company;

**Business Day** means a day other than a Saturday or Sunday or public holiday in Mumbai or Chennai on which banks are not open in Mumbai or Chennai for general commercial business;

**Buy Back Consideration** means the Price along with the interest per annum applicable on 90 days period fixed deposit prevailing as on Closing Date calculated from the Closing Date till the date of actual payment to the Subscriber;

**CDSL** shall mean Central Depository Services Limited;

**Claim Notice** shall have the meaning given to the term in Clause 9.7 (*Indemnification*);

**Closing** means completion of the issuance and allotment of the Subscription Shares to the Subscriber, in accordance with Clause 5 (*Closing*) of this Agreement;

**Closing Date** has the meaning given in Clause 5.1 (*Closing*);

**Condition Precedent** shall have the same meaning given to the term in Clause 4.1 (*Condition Precedent*);

**CP Confirmation Certificate** shall have the same meaning given to the term in Clause 4.5 (*Conditions Precedent*);

**CP Satisfaction Certificate** shall have the same meaning given to the term in Clause 4.4 (*Conditions Precedent*);

**Depository** shall have the meaning ascribed to the term under the Depositories Regulation Act, 1996 and, with respect to the Company, shall mean NSDL and CDSL;

**Designated Bank Account** shall have the same meaning given to the term in Clause 3.3 (*Price*);

**Dispute** shall have the meaning given to the term in Clause 23.2 (*Governing Law and Jurisdiction*);

**Dispute Notice** shall have the meaning given to the term in Clause 23.2 (*Governing Law and Jurisdiction*);

**Disputing Parties** shall have the meaning given to the term in Clause 23.2 (*Governing Law and Jurisdiction*);

**DRHP** shall have the meaning given to the term in Recital A;

**Encumbrances** means (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, non-disposal undertakings, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law, (b) purchase or option agreement or arrangement, (c) any adverse claim as to title, possession or use, and (d) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person;

**Equity Share** means the equity shares of the Company, having a par or nominal value of Rs. 2 each;

**Final Term** shall have the meaning given to the term in Clause 11.3 (*Buy-Back Provision*);

**Fixed Deposit** shall have the meaning given to the term in Clause 11.2 (*Buy-Back Provision*);

**Form PAS-4** shall have the same meaning given to the term in Clause 2.1 (*Subscription Shares*);

**Indemnification Claim Amount** shall have the meaning given to the term in Clause 9.7 (*Indemnification*);

**Indemnifying Party** shall have the meaning given to the term in Clause 9.1 (*Indemnification*);

**Indemnified Person(s)** shall mean the (i) Company and its directors, officers, representatives, employees and agents, in so far as the Indemnifying Party is the Subscriber; and (ii) the Subscriber, and its investment manager, trustees, directors, officers, representatives, employees and agents, in so far as the Indemnifying Party is the Company;

**Indemnity Event** shall have the meaning given to the term in Clause 9.1 (*Indemnification*);

**Initial Term** shall have the meaning given to the term in Clause 11.1 (*Buy-Back Provision*);

**IPO** shall have the same meaning given to the term in Recital A;

**Law** means all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees, circulars, notifications, clarifications or other requirements or official directive or regulatory restriction or condition, or any similar form of decision of, or determination by, or interpretation of, having the force of law of any governmental authority or Person acting under the authority of any governmental authority or of any statutory or regulatory authority in India, whether in effect on the date of this Agreement or on the Closing Date in any jurisdiction and includes any practice or custom under any applicable Law and in each case as amended from time to time;

**Long Stop Date** means 45 (forty-five) days from Execution Date, or such extended date which the Parties may mutually agree to in writing, but which extended date shall not be later than the date of filing of updated DRHP with SEBI.

**NSDL** shall mean National Securities Depositories Limited;

**Person(s)** means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, governmental authority, trust or any other entity or organisation;

**Price** means Rs. 35,00,00,122 (Rupees Thirty Five Crores One Hundred and Twenty Two), being the aggregate price payable by the Subscriber for issuance and allotment of all the Subscription Shares calculated on the basis of Rs. 577 per Subscription Share, as more particularly set out in **Schedule 2** (*Subscription Shares Details*) of this Agreement;

**Proposed Transaction** means the transaction contemplated by this Agreement;

**Rules** shall have the meaning given to the term in Clause 23.2 (*Governing Law and Jurisdiction*);

**SEBI** shall have the meaning given to the term in Recital A;

**SHA** shall have the meaning given to the term in Clause 11.4 (*Buy-Back Provision*);

**Subscription Shares** shall mean in aggregate of 6,06,586 Equity Shares of the Company which are proposed to be allotted to the Subscriber in accordance with the terms of this Agreement, as more particularly indicated in **Schedule 2** (*Subscription Shares Details*);

**Subscriber's Warranties** means the warranties given by the Subscriber pursuant to Clause 8 (*Subscriber Warranties*);

**Tag Along Rights** shall have the meaning given to the term in Clause 11.4 (*Buy-Back Provision*);

**Third Party Claim** shall have the meaning given to the term in Clause 9.9 (*Indemnification*);

**Third Party Claim Notice** shall have the meaning given to the term in Clause 9.9 (*Indemnification*); and

**Working Hours** means 9.30 am to 5.30 pm in the relevant location on a Business Day.

2. Interpretation. In this Agreement, unless the context otherwise requires:
- (a) references to a *Person* include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
  - (b) The recitals contained herein shall be deemed to be an integral part of this Agreement;
  - (c) When any day referenced in this Agreement is not a Business Day and a period referenced in this Agreement does not end on a Business Day, the reference to that day or to the last day of that period will be construed as a reference to the immediately preceding Business Day;
  - (d) Shareholding of the Subscriber in the Company for determining rights and privileges available to it under this Agreement shall be computed at all times on a fully diluted basis.
  - (e) The rights and obligations of the Subscriber under this Agreement shall be exercised jointly along with their respective affiliates, including any other scheme of Axis MF;
  - (f) A reference to a certified copy of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the Party delivering the document;
  - (g) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
  - (h) references to any Indian legal term or concept shall, in respect of any jurisdiction other than India, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
  - (i) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
  - (j) Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the Effective Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
3. Schedules and Exhibits. The Schedules comprise schedules to this Agreement and form part of this Agreement.

**SCHEDULE 4****PART A****THE SHAREHOLDING PATTERN OF THE COMPANY AS AT THE EXECUTION DATE**

#	Name of the Shareholder	No. of shares held	% of shareholding
1.	Mr. S Rangarajan	1,47,32,328	31.52%
2.	Mrs. Rekha Rangarajan	1,25,45,335	26.84%
3.	EMPLOYEES	92,66,950	19.82%
4.	Florintree Capital Partners LLP	59,96,622	12.83%
5.	Mr. K Sundara Raghavan	12,46,932	2.67%
6.	Laxmi Shivanand Mankekar (Shivanand Shankar Mankekar)	7,58,780	1.62%
7.	Mrs. Vasundara Keshava Murthy	7,41,895	1.59%
8.	Shivanand Shankar Mankekar (Laxmi Shivanand Mankekar)	3,03,490	0.65%
9.	Shivanand Shankar Mankekar (Kedar Shivanand Mankekar)	3,03,490	0.65%
10.	Mr. Sudhir Nathan	1,75,450	0.38%
11.	Mr. Anirudh Prasad	1,41,708	0.30%
12.	Mr. Ganesh Baliga	1,19,020	0.25%
13.	Mr. G.S. Ravi	1,13,630	0.24%
14.	Mr. K. Raghunandan	1,13,438	0.24%
15.	Mrs. Kavitha Sudhir	37,867	0.08%
16.	Mrs. Geetha Venkatesh	22,660	0.05%
17.	Ms. Kalpana Kothari	22,660	0.05%
18.	Mr. Naveen Jain	22,660	0.05%
19.	Ms. Rekha Shreeratan Barry	22,660	0.05%
20.	Ms. Moiz Tambawala	16,995	0.04%
21.	Ms. Ameeta Chaterjee	11,330	0.02%
22.	Ms. Deepika Panickar	8,498	0.02%
23.	Ms. Uma ramachandran	5,665	0.01%
24.	Mr. Rahul Koshy	5,665	0.01%
25.	Mr. Suresh Kumar	5,665	0.01%
26.	Mr. Pratik Nagvekar	2,832	0.01%
	<b>TOTAL</b>	<b>4,67,44,225</b>	<b>100.00%</b>

**PART B**

**THE SHAREHOLDING PATTERN OF THE COMPANY AS ON THE CLOSING DATE**

#	Name of the Shareholder	No. of shares held	% of shareholding
1.	Mr. S Rangarajan	1,47,32,328	30.83%
2.	Mrs. Rekha Rangarajan	1,25,45,335	26.25%
3.	Employees	92,66,950	19.39%
4.	Florintree Capital Partners LLP	59,96,622	12.55%
5.	Mr. K Sundara Raghavan	12,46,932	2.61%
6.	Laxmi Shivanand Mankekar (Shivanand Shankar Mankekar)	7,58,780	1.59%
7.	Mrs. Vasundara Keshava Murthy	7,41,895	1.55%
8.	Axis Small Cap Fund	6,06,586	1.27%
9.	Shivanand Shankar Mankekar (Laxmi Shivanand Mankekar)	3,03,490	0.64%
10.	Shivanand Shankar Mankekar (Kedar Shivanand Mankekar)	3,03,490	0.64%
11.	IIFL Special Opportunities Fund – Series 7	2,59,965	0.54%
12.	Mr. Sudhir Nathan	1,75,450	0.37%
13.	Ashoka India Equity Investment Trust Plc	1,73,310	0.36%
14.	Mr. Anirudh Prasad	1,41,708	0.30%
15.	Mr. Ganesh Baliga	1,19,020	0.25%
16.	Mr. G.S. Ravi	1,13,630	0.24%
17.	Mr. K. Raghunandan	1,13,438	0.24%
18.	Mrs. Kavitha Sudhir	37,867	0.08%
19.	Mrs. Geetha Venkatesh	22,660	0.05%
20.	Ms. Kalpana Kothari	22,660	0.05%
21.	Mr. Naveen Jain	22,660	0.05%
22.	Ms. Rekha Shreeratan Barry	22,660	0.05%
23.	Ms. Moiz Tambawala	16,995	0.04%
24.	Ms. Ameeta Chaterjee	11,330	0.02%
25.	Ms. Deepika Panickar	8,498	0.02%
26.	Ms. Uma ramachandran	5,665	0.01%
27.	Mr. Rahul Koshy	5,665	0.01%
28.	Mr. Suresh Kumar	5,665	0.01%
29.	Mr. Pratik Nagvekar	2,832	0.01%
	<b>TOTAL</b>	<b>4,77,84,086</b>	<b>100.00%</b>



**SCHEDULE 5**

**CP SATISFACTION CERTIFICATE**

Date: [•]

*[On the letterhead of the issuing Party]*

To,

*[insert name and address of the relevant Party]*

Dear Sir(s),

We write with reference to the Share Subscription Agreement dated [•], (“**Agreement**”) executed among the Company and the [•].

Capitalised terms and expressions used in this letter but not defined shall have the same meaning as ascribed to such terms and expressions in the Agreement.

This certificate is being issued pursuant to Clause 4.4 (*Conditions Precedent*) of the Agreement.

We hereby certify that all the Conditions Precedent set out at Clause 4 (*Conditions Precedent*) of the Agreement have been [fulfilled by us / waived, in writing, by the [*Subscriber*)] prior to the Closing Date. The following documents evidencing the fulfilment of the Conditions Precedent applicable to us have been enclosed along with this letter:

[•]

Yours faithfully,

Signed and delivered for and on behalf of **Data Patterns (India) Limited:**

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Name : [•]

Designation : [•]

## SCHEDULE 6

### CP CONFIRMATION CERTIFICATE

Date: [•]

*[On the letterhead of the issuing Party]*

To,

Data Patterns (India) Limited

*[insert address details]*

Dear [•],

**Re: CP Confirmation Certificate**

We write with reference to the Share Subscription Agreement dated [•], (“**Agreement**”) executed among the Company and [•].

Capitalised terms and expressions used in this letter but not defined shall have the same meaning as ascribed to such terms and expressions in the Agreement.

We refer to the CP Satisfaction Certificate dated [•] issued by the Company to us in accordance with Clause 4.5 (*Conditions Precedent*) of the Agreement. We hereby confirm fulfilment of the Conditions Precedent set out in Clause 4 of the Agreement.

Yours faithfully,

Signed and delivered for and on behalf of *[insert name of issuing Party]*:

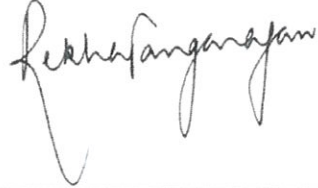
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Name : [•]

Designation : [•]

**IN WITNESS WHEREOF** this Agreement has been duly executed by the Parties and is intended to be and is hereby delivered on the date first above written.

Signed and delivered for and on behalf of the Company duly represented through its authorised representative:



Name : Rekha Murthy Ranganathan  
Title : Wholetime Director

**IN WITNESS WHEREOF** this Agreement has been duly executed by the Parties and is intended to be and is hereby delivered on the date first above written.

Signed and delivered by **Axis Asset Management Company** for and on behalf of the **Subscriber** duly represented through its authorised representative:

G. Devendra

Name : Devendra Ghaiseshi  
Title : Head- Operations