



IN-GJ17851126963401V



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# INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

300 ₹ 300 ₹ 300

**Certificate No.** IN-GJ17851126963401V

**Certificate Issued Date** 04-Aug-2023 03:27 PM

**Account Reference** CSCA00(GV)/gicsceg07/ GJ-VLHUS0106/ GJ-VL

**Unique Doc. Reference** SUBIN-GJGJCSCEG0760578445681699V

**Purchased by** DOMS INDUSTRIES LIMITED

**Description of Document** Article 9(h) Agreement (not otherwise provided for)

**Description** WAIVER/CUM AMENDMENT AGREEMENT TO THE AMENDED AND RESTATED SHAREHOLDERS AGREEMENT

**Consideration Price (Rs.)** (Zero)

**First Party** F.I.L'A FABBRICA ITALIANA LAPIS ED AFFINI S.P.A

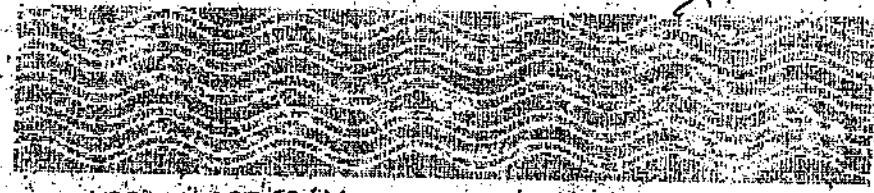
**Second Party** सत्यमेव जयते  
DOMS INDUSTRIES LIMITED

**Stamp Duty Paid By** DOMS INDUSTRIES LIMITED

**Stamp Duty Amount (Rs.)** 300  
(Three Hundred only)



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**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shoifastamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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DOMS INDUSTRIES LIMITED DOMS INDUSTRIES LIMITED DOMS INDUSTRIES LIMITED DOMS INDUSTRIES LIMITED DOMS INDUSTRIES LIMITED

WAIVER CUM AMENDMENT AGREEMENT DATED AUGUST 17, 2023

TO

THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT DATED OCTOBER 26, 2015

AMONG

F.I.L.A. - FABBRICA ITALIANA LAPIS ED AFFINI S.P.A.

AND

SANTOSH RASIKLAL REVASHIA

AND

SEJAL SANTOSH REVASHIA

AND

CHANDNI VIJAY SOMAIYA

AND

SHEETAL HIREN PARPANI

AND

SANJAY MANSUKHLAL RAJANI

AND

KETAN MANSUKHLAL RAJANI

AND

PRAVINA MANSUKHLAL RAJANI

AND


ILA SANJAY RAJANI

AND

SHILPA KETAN RAJANI

AND

DOMS INDUSTRIES LIMITED  
(FORMERLY KNOWN AS WRITEFINE PRODUCTS PRIVATE LIMITED)

 P.M.R. SR

 SR

 SR

C.V.S



ISR.



### WAIVER CUM AMENDMENT AGREEMENT

This Waiver cum Amendment Agreement to the Shareholders' Agreement ("Waiver cum Amendment Agreement") is made on the Seventeenth day of August, 2023 (the "Execution Date"), by and amongst:

1. **F.I.L.A. - FABBRICA ITALIANA LAPIS ED AFFINI S.P.A.**, a company incorporated under the laws of Italy and having its registered office at Pero, Via XXV Aprile, 5, 20016, Italy (hereinafter referred to as "FILA", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
2. **SANTOSH RASIKLAL REVASHIA**, a citizen of India, residing at Plot no - 114, GIDC colony, Umbergaon, Valsad Gujarat- 396 171, India (hereinafter referred to as "Santosh Revashia", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns);
3. **SEJAL SANTOSH REVASHIA**, a citizen of India, residing at Plot no -114, GIDC colony, Umbergaon, Valsad Gujarat- 396 171, India (hereinafter referred to as "Sejal Revashia", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns);
4. **CHANDNI VIJAY SOMAIYA**, a citizen of India, residing at B/3/23, GIDC colony, Umargam, Umbergaon, i.e., Valsad-396 171, Gujarat, India (hereinafter referred to as "Chandni Somaiya", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include her authorized representatives, successors and permitted assigns);
5. **SHEETAL HIREN PARPANI**, a citizen of India, residing at D-201/202, Lake Lucerne, Phase-3, Lake Homes, Powai, Mumbai, Maharashtra, 400079, India (hereinafter referred to as "Sheetal Parpani", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include her authorized representatives, successors and permitted assigns);
6. **SANJAY MANSUKHLAL RAJANI**, a citizen of India, residing at Plot no - 113, GIDC colony, Umbergaon, Valsad Gujarat- 396 171, India (hereinafter referred to as "Sanjay Rajani", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns);
7. **KETAN MANSUKHLAL RAJANI**, a citizen of India, residing at 1st Floor, Prabhuniwas, Chitraranjan Road, Vile Parle East, Mumbai - 400 057, Maharashtra, India (hereinafter referred to as "Ketan Rajani", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his authorized representatives, successors and permitted assigns);
8. **PRAVINA MANSUKHLAL RAJANI**, a citizen of India, residing at 1st Floor, Prabhuniwas, Chitraranjan Road, Vile Parle East, Mumbai - 400 057, Maharashtra, India (hereinafter referred to as "Pravina Rajani", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include her authorized representatives, successors and permitted assigns);
9. **ILA SANJAY RAJANI**, a citizen of India, residing at Plot no - 113, GIDC colony, Umbergaon, Valsad Gujarat- 396 171, India (hereinafter referred to as "Ila Rajani", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include her authorized representatives, successors and permitted assigns);
10. **SHILPA KETAN RAJANI**, a citizen of India, residing at 1st Floor, Prabhuniwas, Chitraranjan Road, Vile Parle East, Mumbai - 400 057, Maharashtra, India (hereinafter referred to as "Shilpa Rajani", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include her authorized representatives, successors and permitted assigns);
11. **DOMS INDUSTRIES LIMITED** (formerly known as Writefine Products Private Limited), a company incorporated under the Companies Act, 1956 and having its registered office at J-19, G.I.D.C,

F.I.L.A.

P.M.R. SR

SR

SR

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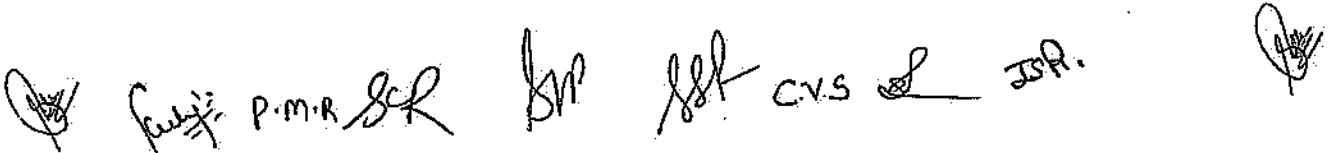
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Opposite Telephone Exchange, G.I.D.C, Umbergaon - 396 171, Gujarat, India (hereinafter referred to as the "Company", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns); and

In this Waiver Cum Amendment Agreement (a) Santosh Revashia, Sejal Revashia, Chandni Somaiya, Sheetal Parpani, Sanjay Rajani, Ketan Rajani, Pravina Rajani, Ila Rajani and Shilpa Rajani are collectively referred to as the "Indian Shareholders"; and (b) FILA, the Indian Shareholders and the Company shall hereinafter be collectively referred to as the "Parties" and individually referred to as a "Party".

**WHEREAS:**

- A. Under a shareholders' agreement dated December 16, 2011 (the "Initial Agreement"), the Parties recorded their agreement regarding, among other things, their roles, responsibilities, rights and obligations and their *inter se* relationship with respect to the Company. Thereafter, pursuant to a change in shareholding, the Parties entered into an amended and restated shareholders agreement dated October 26, 2015, (the "Shareholders' Agreement") to regulate the terms and conditions of their *inter se* relationship with respect to their respective shareholding in the Company and the management and governance of the Company. The Shareholders' Agreement amended and restated the Initial Agreement.
- B. The Board and Shareholders of the Company, pursuant to their respective resolutions dated July 20, 2023, and July 24, 2023, have authorized and approved, subject to receipt of necessary approvals and market conditions, the Company to undertake an initial public offering of its equity shares of face value of ₹10 each ("Equity Shares") in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("SEBI ICDR Regulations"), the Companies Act, 2013, and rules made thereunder, each as amended and Applicable Law. The initial public offering will comprise a fresh issue of Equity Shares by the Company ("Fresh Issue") and an offer for sale of Equity Shares by certain existing shareholders of the Company (the "Offer for Sale"). The Fresh Issue along with the Offer for Sale shall collectively be referred to as the "Proposed Offer". Pursuant to the Proposed Offer and subject to receipt of relevant regulatory approvals, the Equity Shares are proposed to be listed on BSE Limited ("BSE") and National Stock Exchange of India Limited ("NSE", and together with BSE, the "Stock Exchanges").
- C. FILA, Sanjay Rajani and Ketan Rajani (hereinafter collectively referred to as, the "Selling Shareholders") have consented to participate in the Proposed Offer by proposing to offer a portion of their respective shareholding in the Company in the Offer for Sale component of the Proposed Offer.
- D. For the purposes of the Proposed Offer, the Company shall file the draft red herring prospectus ("DRHP") with the Securities and Exchange Board of India ("SEBI") and the Stock Exchanges, and the red herring prospectus ("RHP") and the prospectus with SEBI, the Registrar of Companies, Gujarat at Ahmedabad ("RoC") and the Stock Exchanges, to comply with the requirements of the SEBI ICDR Regulations, the Companies Act and other Applicable Laws.
- E. The Company, FILA and the Authorized Person (as defined under clause 2.1 (i) of this Agreement), in consultation with the book running lead managers appointed in relation to the Proposed Offer ("BRLMs"), may consider a further issue of specified securities as may be permitted in accordance with Applicable Laws to any person(s), at their discretion, prior to the filing of the RHP with the RoC ("Pre-IPO Placement"). The Pre-IPO Placement, if undertaken, will be at a price to be decided by the Company, FILA and the Authorized Person (as defined under clause 2.1 (i) of this Agreement) in consultation with the BRLMs. If the Pre-IPO Placement is completed, the size of the Fresh Issue will be reduced to the extent of such Pre-IPO Placement, subject to the Proposed Offer complying with rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957, as amended.

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- F. In furtherance of the Proposed Offer, the parties to the Shareholders' Agreement have agreed to waive and amend certain terms of the Shareholders' Agreement, in terms of the provisions mentioned hereunder, in order to enable the consummation of the Proposed Offer, in the manner set out in this Waiver cum Amendment Agreement.
- G. Under Clause 28.5 of the Shareholders Agreement, the parties to the Shareholders' Agreement can amend the Shareholders' Agreement through an instrument in writing that is duly executed by or on behalf of all the Parties. Accordingly, the Parties are entering into this Waiver cum Amendment Agreement to record the requisite amendments and waivers under the Shareholders' Agreement to facilitate the Proposed Offer.
- H. Notwithstanding anything contained in the Shareholders' Agreement, each of the Parties hereby agree and acknowledge that the Proposed Offer, including the Pre-IPO Placement, if any, proposed to be undertaken by the Company is within the meaning of an "IPO" as defined under clause 14.7 of the Shareholders' Agreement.
- I. In view of this Waiver cum Amendment Agreement and the Proposed Offer, the Company is also required to amend its existing articles of association ("Articles of Association"), in accordance with the requirements of the Stock Exchanges, prior to the filing of the DRHP with the SEBI and the Stock Exchanges. Accordingly, the Parties have agreed to the adoption by the Company of restated articles of association, a draft of which is attached herewith as Annexure A.

NOW THEREFORE, in consideration of the mutual covenants and agreements in this Agreement and other consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

**1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

**1.1. Definitions**

Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Shareholders' Agreement.

**1.2. Rules of Interpretation**

The rules of Interpretation applicable in terms of Clause 1.2 of the Shareholders' Agreement shall apply *mutatis mutandis* to this Agreement, to the extent applicable. In case of any conflict between the terms of Waiver cum Amendment Agreement and the Shareholders' Agreement, unless specified to the contrary in this Waiver cum Amendment Agreement, the Waiver cum Amendment Agreement shall prevail *vis-à-vis* the contents mentioned therein.

**2. AMENDMENTS TO THE SHAREHOLDERS' AGREEMENT**

**2.1. The following definition shall be added in Clause 1.1 (Definitions) of the Shareholders' Agreement:**

- i. "Authorized Person" shall mean Mr. Santosh Revashla, as agent and attorney-in-fact for each and every member of the Indian Shareholder's Group.
- ii. "Consummation of the IPO" means the receipt of final listing and trading approvals from BSE Limited and National Stock Exchange of India Limited for the listing and trading of the Equity Shares pursuant to the IPO.
- iii. "Execution Date" means the date of execution of this Waiver Cum Amendment Agreement;
- iv. "Filing Date" means the date of filing of the updated draft red herring prospectus by the Company with SEBI, pursuant to and in relation to the Proposed Offer;

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- v. "Long-Stop Date" means the earlier of (a) expiry of a period of 12 (twelve) months from the date of filing the draft red herring prospectus by the Company with the Securities and Exchange Board of India and with BSE Limited and National Stock Exchange of India Limited in connection with the Proposed Offer, or (b) expiry of a period of 60 (sixty) days from the Filing Date, or (c) the date when the Board decides to withdraw the Proposed Offer, which may be further extended by mutual agreement of the Parties.
- vi. "Offer Documents" means the draft red herring prospectus, the red herring prospectus, the prospectus and any other document prepared and filed in relation to the Proposed Offer;
- vii. "Offer for Sale" means the offer for sale of the Equity Shares by the Selling Shareholders pursuant to the Proposed Offer;
- viii. "Pre-IPO Placement" shall have the meaning assigned to such term in Recital E;
- ix. "Proposed Offer" means the proposed initial public offering of the Equity Shares, authorized and approved by the Board and Shareholders of the Company pursuant to the resolutions dated July 20, 2023, and July 24, 2023, respectively, comprising of a fresh issue aggregating up to ₹3,500 million by the Company and an offer for sale of Equity Shares by the certain selling shareholders and shall include the Pre-IPO Placement, if any.

2.2. The following definitions in the Clause 1.1 (Definitions) of the Shareholders' Agreement shall be substituted with the following:

"IPO" means an initial public offering of the Equity Shares of the Company;"

2.3. Clause 7.1.3 of the Shareholders' Agreement shall be substituted with the following:

"The approval of the Shareholders would be obtained only on such matters as may be required under the Applicable Law and/ or pursuant to this Agreement."

2.4. Clause 7.2 of the Shareholders' Agreement shall be substituted with the following:

**"7.2 Number and Composition**

Notwithstanding anything contained in this Agreement, the Parties agree that the Board shall be reconstituted to comply with the requirements of the SEBI (Listing Obligation and Disclosure Requirements) Regulations, 2015, Companies Act and other Applicable Laws.

The maximum number of Directors on the Board shall be fifteen (15), of which:

- (a) FILA's right to nominate Directors on the Board ("FILA Nominee Directors") and the Indian Shareholder's right to nominate Directors on the Board ("Indian Shareholders Nominee Directors"), shall be in accordance with the following shareholding thresholds calculated on a Fully Diluted Basis in the Share Capital of the Company:

FILA Group's aggregate shareholding on a fully diluted basis	FILA's corresponding right to nominate Directors	Indian Shareholders' aggregate shareholding on a fully diluted basis	Indian Shareholders' corresponding right to nominate Directors
Greater than or equal to 35% but less than 51%	5 directors	Greater than or equal to 35% but less than 51%	5 directors

*[Handwritten signatures and initials: P.M.R. SR, JSP, C.V.S, JSR]*

Greater than or equal to 25% but less than 35%	3 directors	Greater than or equal to 25% but less than 35%	3 directors
Greater than or equal to 15% but less than 25%	2 directors	Greater than or equal to 15% but less than 25%	2 directors
Greater than or equal to 10% but less than 15%	1 director	Greater than or equal to 10% but less than 15%	1 director

Provided, however, that, in the event the aggregate shareholding of either the FILA Group or the Indian Shareholders in the Company on a Fully Diluted Basis falls below 10% (ten percent) of the Share Capital, then their respective rights to nominate Directors on the Board shall fall away; and

- (b) such number of Independent Directors and women Directors, as prescribed by Applicable Laws."
- (c) Upon Consummation of the IPO, the appointment of the FILA Nominee Directors or Indian Shareholders Nominee Directors, to the Board of the Company will be subject to Applicable Laws and the approval of the Shareholders by way of a special resolution in the first general meeting convened upon Consummation of the IPO and shall be subject to periodic approvals within such time intervals as required under Applicable Law.

- 2.5. Clause 7.4 of the Shareholders' Agreement shall stand deleted in its entirety.
- 2.6. Clauses 7.6.2 and 7.6.3 of the Shareholders' Agreement shall stand deleted in their entirety.
- 2.7. Clauses 7.9.1 and 7.9.2 of the Shareholders' Agreement shall stand deleted in their entirety.
- 2.8. Clause 12.3.1 of the Shareholders' Agreement shall be substituted with the following:

"The quorum for a General Meeting shall be at least 5 (five) Shareholders. Provided quorum at the General Meeting shall comprise at least 1 (one) duly authorised representative of the FILA Group and 1 (one) duly authorised representative of the Indian Shareholder Group, present at the commencement of such meeting and throughout its proceedings and no business at any General Meeting shall be transacted, unless at least 1 (one) duly authorised representative of FILA and 1 (one) duly authorised representative of the Indian Shareholder Group, each are present at the commencement of such meeting and throughout its proceedings (unless the concerned Shareholder Group has provided its written consent to the holding of such meeting in the absence of its nominee). It is clarified for avoidance of doubt, that where any decision is referred to the Shareholders in terms of Clause 7.1.4 of this Agreement (not being Critical Matters or Reserved Matters), then the Shareholder present at such meeting shall constitute a quorum for the purposes of approving/passing such resolution and the other Shareholders shall be deemed to have consented to the same."

- 2.9. Clause 14.7(c)(ii) of the Shareholders' Agreement shall be substituted with the following:

"an offer for sale of existing Equity Shares by FILA and/or any of the Indian Shareholders, to the extent communicated to the Company, in writing, by the relevant Shareholder."

- 2.10. After Clause 14.7(c) of the Shareholders' Agreement, the following sub Clause 14.7(d) shall be inserted:

"In accordance with Applicable Laws and the Offer Agreement, upon receipt of listing and trading approvals with respect to the Proposed Offer, all fees and expenses incurred in connection with

 P.M.R. SR BIP JST C.V.S. JSR.



*the Proposed Offer shall be shared amongst the Company and the Selling Shareholders, in proportion to the Equity Shares sold in the Proposed Offer. In the event, any expense is paid by our Company on behalf of the Selling Shareholders in the first instance, it will be reimbursed to our Company, by the Selling Shareholders to the extent of its respective proportion of Offer related expenses, directly from the Public Offer Account."*

2.11. The following proviso shall be inserted at the end of Clause 14.7 of the Shareholders' Agreement:

*"Notwithstanding above, the provisions of Clauses 14.7(a) and 14.7(b) will not be applicable to the Proposed Offer. Provided however that the price, timing and size of the Proposed Offer shall be decided by the Company, FILA, the Authorised Person, in consultation with the book running lead managers appointed in relation to the Proposed Offer."*

2.12. Notwithstanding the above, the following provisions of the Shareholders' Agreement shall survive the termination of the Shareholders' Agreement:

*Clause 23 (Notices);*

*Clause 24 (Confidentiality); and*

*Clause 26 (Governing Law and Dispute Resolution).*

### 3. WAIVERS

3.1. From the Execution Date, each Party (to the extent that such Party is entitled to rights under the relevant clauses as set out below), subject to the terms and conditions of this Waiver cum Amendment Agreement, agrees to waive its rights under the following provisions of the Shareholders' Agreement (and the corresponding provisions of the Articles of Association), specifically solely in order to (i) facilitate the Proposed Offer; and (ii) to the extent of any transfers proposed to be undertaken pursuant to the Offer for Sale or, as disclosed in any document to be filed in relation to the IPO, including the draft red herring prospectus:

a. Clause 6.2 (Further Issue);

b. Clause 6.3 (Preemptive Rights);

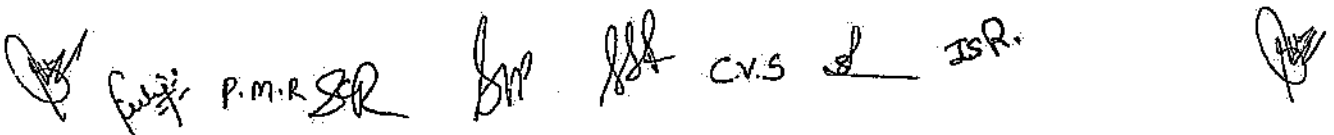
c. Clause 8.1.1 (Company Undertaking - The Company shall not recognise or register the Transfer of any Equity Shares unless effected in accordance with the provisions of this Agreement);

d. Clause 15 (Transfer of Shares); only to the extent of Offer for Sale in the Proposed Offer as provided below:

Name of Selling Shareholders in the Proposed Offer	Aggregate amount of Offer for Sale
FILA	up to ₹ 8,000 million
Sanjay Rajani	up to ₹ 250 million
Ketan Rajani	up to ₹ 250 million

### 4. CONSENT

4.1 In relation to Schedule A (Critical Matters for the Deadlock) of the Shareholders' Agreement, each of the Parties hereby, subject to the terms and conditions of this Waiver cum Amendment Agreement, provides its consent for modifications to the authorised capital of the Company, and changes to the capital structure of the Company and any Issue, allotment or transfer of Equity

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








Shares, specifically in the context of the Proposed Offer (including Offer for Sale as specified in Clause 3.1 (c) above;

- 4.2 Notwithstanding any of the confidentiality obligations imposed on each Party under Clause 24 (*Confidentiality*) and Clause 25 (*Announcement*) of the Shareholders' Agreement, each Party consents to disclose the terms of the Shareholders' Agreements, as amended, this Waiver cum Amendment Agreement, in the Offer Documents and all other documents in relation to the Proposed Offer, to the extent required under Applicable Law and/ or as necessary for the purposes of the Proposed Offer. Each Party consents to the filing of such copies of the Shareholders' Agreement and this Waiver cum Amendment Agreement, as may be required, along with the copy of the red herring prospectus/ prospectus, with the SEBI, RoC and the Stock Exchanges in relation to the Proposed Offer, and to make available copies of the Shareholders' Agreement and this Waiver cum Amendment Agreement as material documents for inspection at the registered office of the Company and uploading on website of the Company, to the extent required under Applicable Law and/or as necessary for the purposes of the Proposed Offer.

#### 5. TERM AND TERMINATION

- 5.1. This Waiver cum Amendment Agreement shall become effective and binding on the Parties on and from the Execution Date.
- 5.2. Notwithstanding anything stated elsewhere in the Shareholders' Agreement or this Waiver cum Amendment Agreement, the Parties understand and acknowledge that upon the Filing Date, the Shareholders' Agreement, as amended or modified pursuant to this Waiver cum Amendment Agreement, as well as this Waiver cum Amendment Agreement, except (i) the amended right under Clause 2.4 of this Waiver cum Amendment Agreement and (ii) Clause 14.2, Clause 14.3 and Clause 14.4 of the Shareholders' Agreement (the enforceability of which shall be subject to approval of the Shareholders post listing of the Equity Shares), shall terminate in their entirety without any further act or deed required by any Party.
- 5.3. The Parties also understand and agree that, except to the extent as amended or modified pursuant to this Waiver cum Amendment Agreement, all rights and obligations of the Parties under the Shareholders' Agreement shall remain as currently provided for under the Shareholders' Agreement.
- 5.4. This Waiver cum Amendment Agreement shall be read in conjunction with the Shareholders' Agreement. In the event of any ambiguity or discrepancy between the provisions of this Waiver cum Amendment Agreement and the Shareholders' Agreement, and till the time this Waiver cum Amendment Agreement is effective, the provisions of this Waiver cum Amendment Agreement shall prevail.
- 5.5. This Waiver cum Amendment Agreement shall terminate upon earlier of the following:
- a. By the mutual written agreement of all the Parties; or
  - b. In the event the Consummation of the IPO of the Equity Shares on the Stock Exchanges is not completed on or prior to the Long-Stop Date, or if the Company and the Selling Shareholders, in consultation with the book running lead managers, decide not to undertake the Proposed Offer.
- 5.6. Notwithstanding anything contained in this Waiver cum Amendment Agreement, if the Proposed Offer of the Equity Shares on the Stock Exchanges is not completed on or prior to the Long-Stop Date, or if the Company and Selling Shareholders jointly decide not to undertake the Proposed Offer, this Waiver cum Amendment Agreement shall stand immediately and automatically terminated with effect from the Long-Stop Date or the date on which the Company and Selling Shareholders, in consultation with the book running lead managers, decide not to undertake the Proposed Offer, whichever is earlier, without any further action by any Party, and the

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Shareholders' Agreement (as existing prior to the execution of this Waiver cum Amendment Agreement) shall immediately and automatically stand re-instated with full force and effect, without requiring any further action of the Parties, and shall be deemed to have been in force during the period between the execution of this Waiver cum Amendment Agreement and the date of its termination, without any break or interruption whatsoever.

- 5.7. Subject to this Clause 5, the Parties agree to take all necessary steps and perform all necessary actions as may be necessary to effectively reinstate all the rights and obligations of the Parties and the Company vis-à-vis each other as set out in the Shareholders' Agreement, as of the date immediately prior to this Waiver cum Amendment Agreement, including by effecting requisite amendments to the Articles of Association. Further, the Company shall take all such actions, and do all such things, necessary to ensure that Parties are placed in the same position and possess the same rights as if this Waiver cum Amendment Agreement had not been executed and implemented.

**6. REPRESENTATION AND WARRANTIES OF THE PARTIES**

Each Party represents that it has the power and authority and is competent to enter into and perform its obligations under this Waiver cum Amendment Agreement and this Waiver cum Amendment Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms of the Waiver cum Amendment Agreement.

**7. GENERAL PROVISIONS**

- 7.1. This Waiver cum Amendment Agreement, together with the Shareholders' Agreement, constitutes the entire agreement between the Parties with respect to the subject matter thereof and shall remain valid, operative, binding, subsisting, enforceable and in full force and effect. The provisions of Clause 1 (*Definitions and Interpretation*), Clause 23 (*Notices*) and Clause 26 (*Governing Law and Dispute Resolution*) of the Shareholders' Agreement, to the extent not amended by this Waiver cum Amendment Agreement, shall apply *mutatis mutandis* to this Waiver cum Amendment Agreement.
- 7.2. No changes or additions to, or modifications of, this Waiver cum Amendment Agreement shall be valid unless made in writing and signed by all the Parties hereto.
- 7.3. Any term or provision of this Waiver cum Amendment Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Waiver cum Amendment Agreement.
- 7.4. This Waiver cum Amendment Agreement shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format (.pdf)" shall be as effective as signing and delivering the counterparts in person.

[signature pages to follow]



  P.M.R.    C.V.S.  I.S.R.

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE WAIVER CUM AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT ENTERED INTO BY AND AMONG F.I.L.A. – FABBRICA ITALIANA LAPIS ED AFFINI S.P.A, THE INDIAN SHAREHOLDERS AND DOMS INDUSTRIES LIMITED**

**SIGNED AND DELIVERED FOR AND ON BEHALF OF**

**F.I.L.A. – FABBRICA ITALIANA LAPIS ED AFFINI S.P.A**

A handwritten signature in blue ink, appearing to be 'Massimo Candela', is written over a horizontal line.

**AUTHORIZED SIGNATORY**

**NAME: Massimo Candela**

**DESIGNATION: Chief Executive Officer**

SIGNED AND DELIVERED BY

SANTOSH RASIKLAL REVASHIA



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X 46

SIGNED AND DELIVERED BY

SEJAL SANTOSH REVASHIA

*Sejal Parashia*  
\_\_\_\_\_

SIGNED AND DELIVERED BY

CHANDNI VIJAY SOMAIYA

C.V. Somaiya

SIGNED AND DELIVERED BY

SHEETAL HIREN PARPANI

  
\_\_\_\_\_

SIGNED AND DELIVERED BY

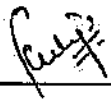
SANJAY MANSUKHLAL RAJANI

<sup>SMR</sup>  
SMR S.M. Rajani.



SIGNED AND DELIVERED BY

KETAN MANSUKHLAL RAJANI



A handwritten signature in black ink, appearing to read 'Ketan', is written over a horizontal line.

SIGNED AND DELIVERED BY

PRAVINA MANSUKHLAL RAJANI

प्रविणा मन्सुखल राजनी

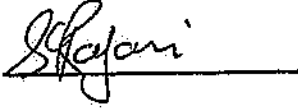
SIGNED AND DELIVERED BY

ILA SANJAY RAJANI

isr <sup>Dr.</sup> एरल. स. राजनी.

SIGNED AND DELIVERED BY

SHILPA KETAN RAJANI

A handwritten signature in cursive script, appearing to read "Shilpa", is written over a solid horizontal line.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

DOMS INDUSTRIES LIMITED  
(FORMERLY KNOWN AS WRITEFINE PRODUCTS PRIVATE LIMITED)

A handwritten signature in black ink, appearing to be a stylized name, positioned above a horizontal line.

\_\_\_\_\_  
AUTHORIZED SIGNATORY

NAME:

DESIGNATION:

