




PRESENTATION ON SHAREHOLDERS AGREEMENT

INDEX

- Parties to the Shareholders Agreement
 - Purpose of the Shareholders Agreement
 - Brief contents of the Shareholders Agreement
 - Brief explanation of the contents of the Shareholders Agreement
- 

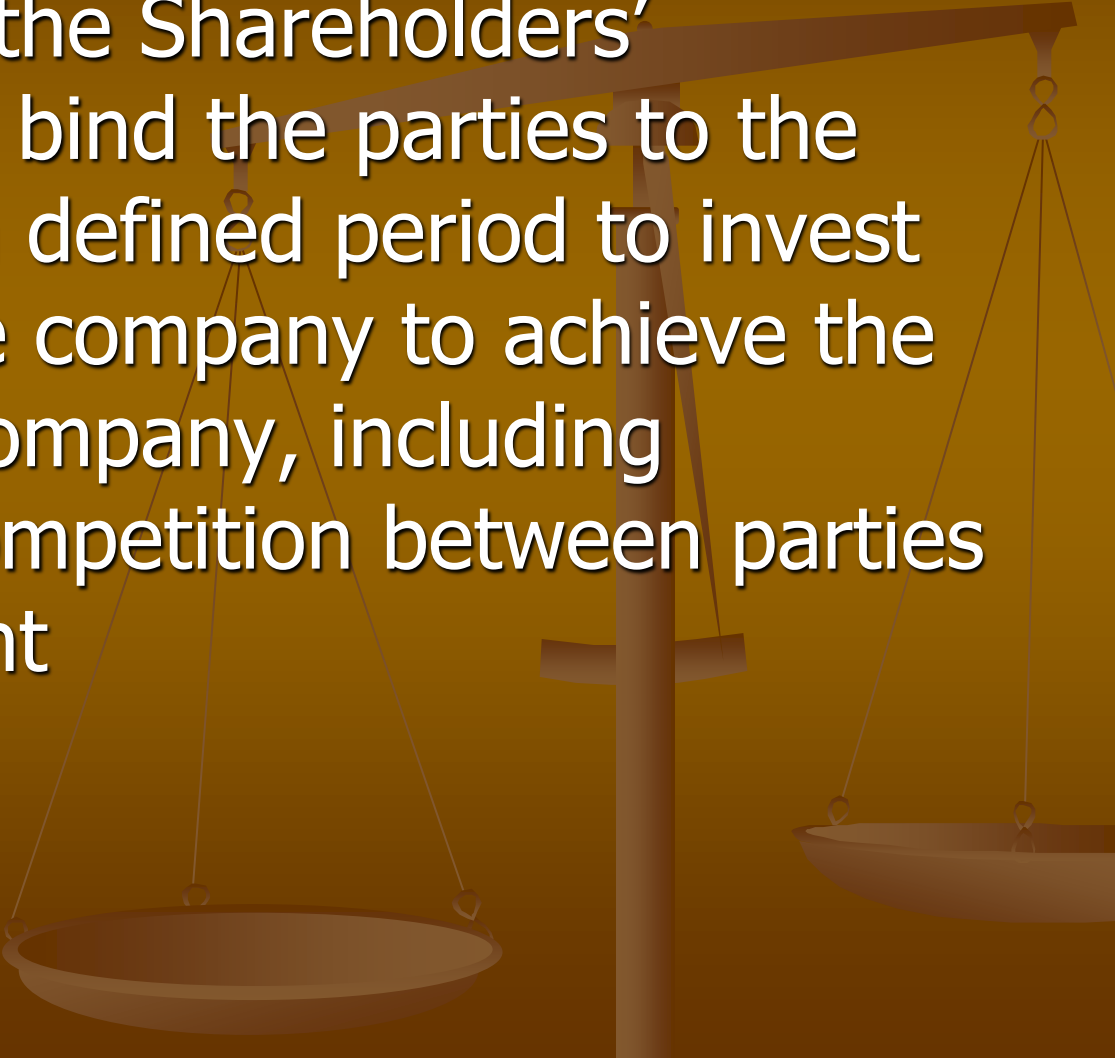
Parties to the Shareholders Agreement

- Promoters
- Investors
- Company



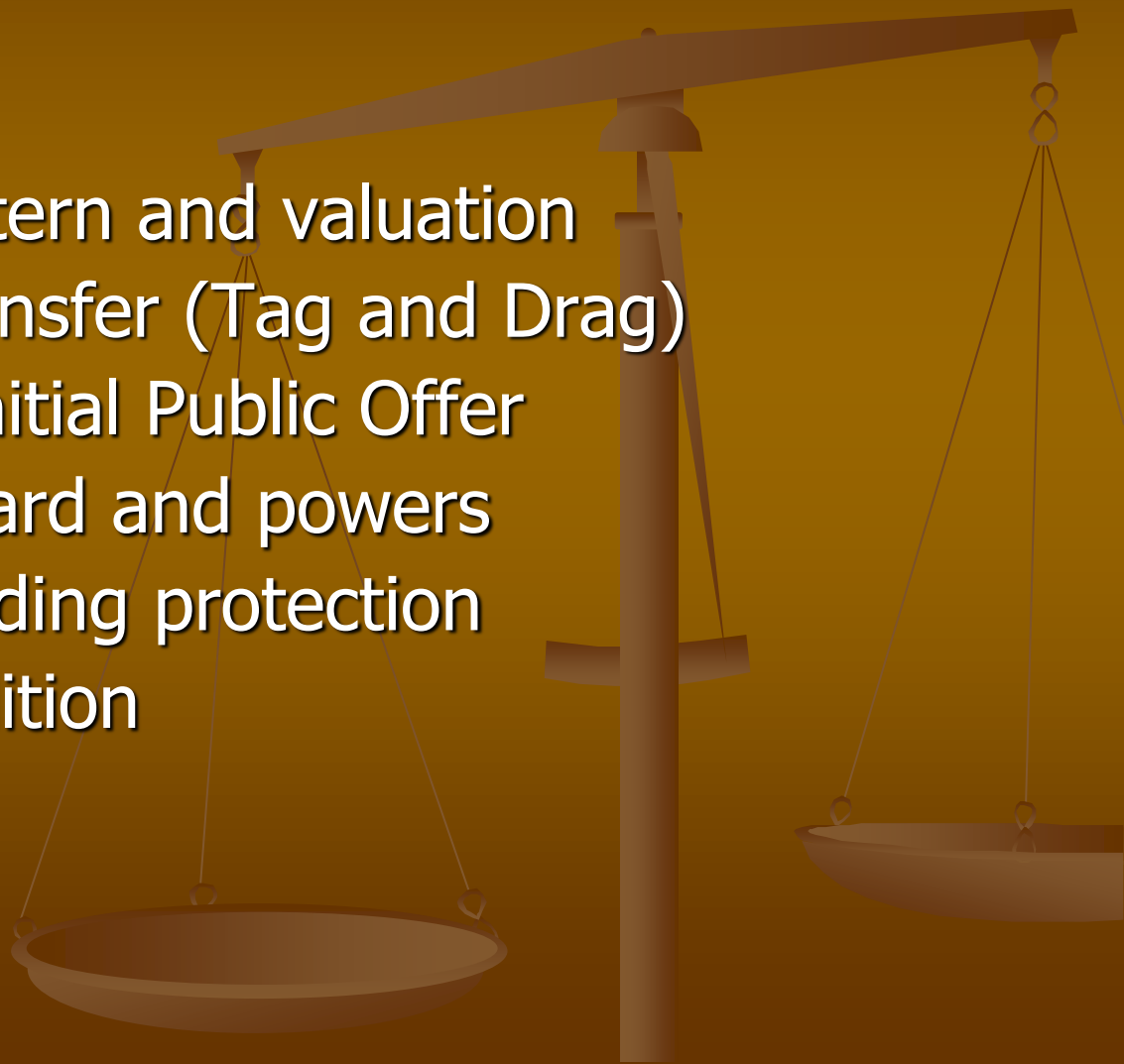
Purpose of the Shareholder's Agreement

The purpose of the Shareholders' Agreement is to bind the parties to the agreement for a defined period to invest and manage the company to achieve the objects of the company, including restriction on competition between parties to the agreement



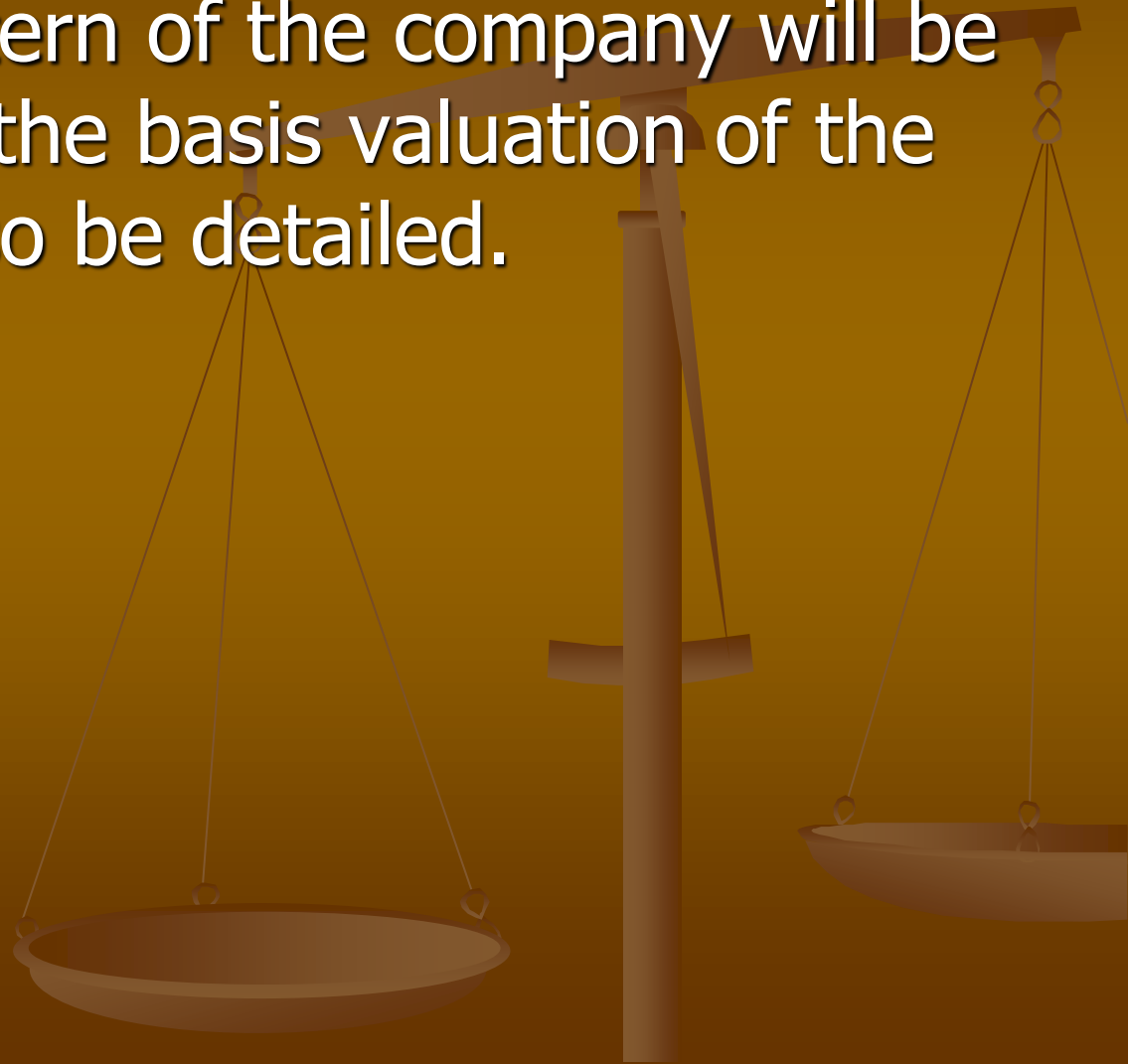
Brief contents of the Shareholders Agreement

- Parties
- Purpose
- Shareholding pattern and valuation
- Conditions for transfer (Tag and Drag)
- Future plan for Initial Public Offer
- Management, Board and powers
- Minority shareholding protection
- Termination condition
- Arbitration



Shareholding pattern and valuation

Shareholding pattern of the company will be stated in detail the basis valuation of the shares shall also be detailed.



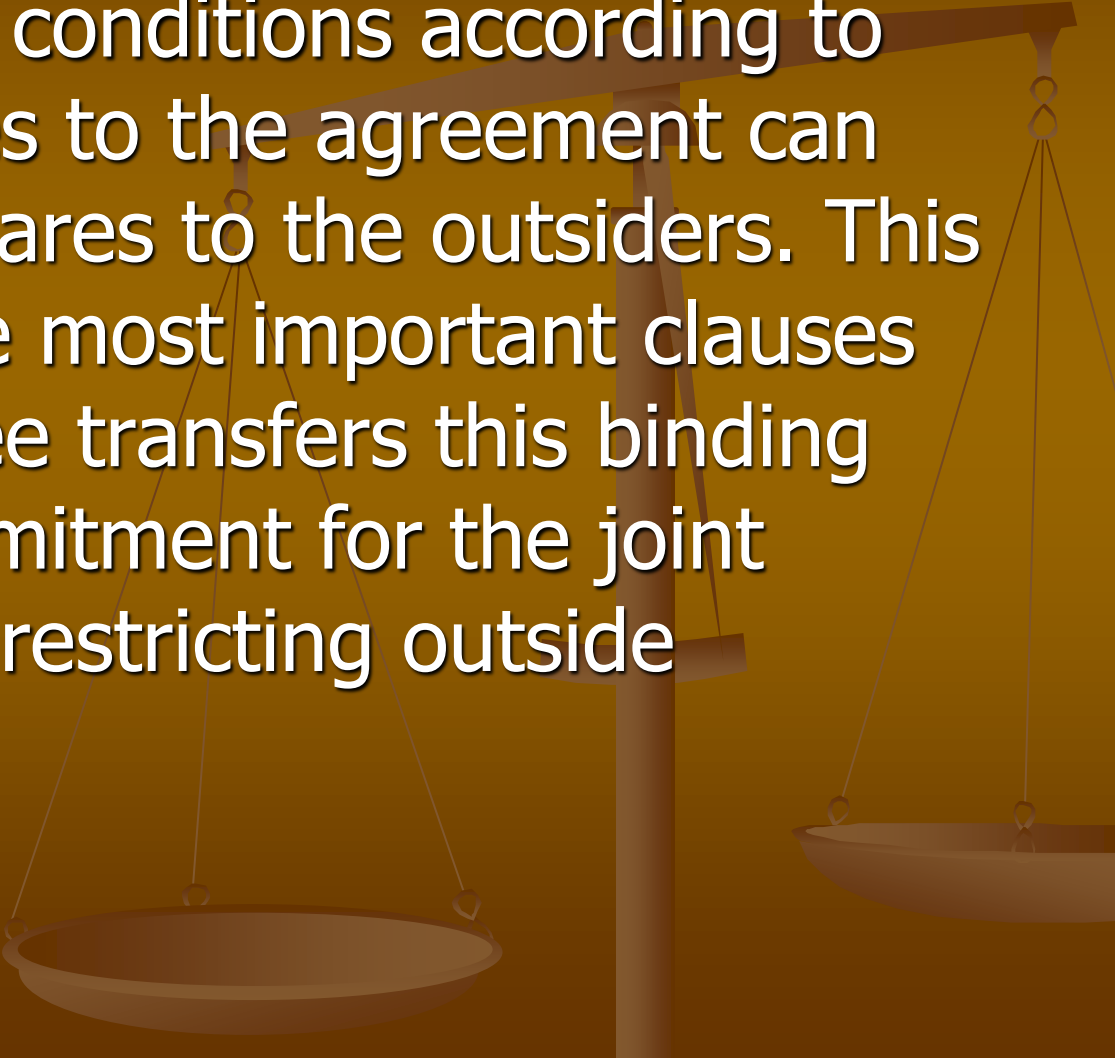
Warranties and Representations

Being assurance from parties to agreement for fulfilling their respective commitments and claims



Conditions for transfer (Tag and Drag)

It shall set out the conditions according to which the parties to the agreement can transfer their shares to the outsiders. This is the one of the most important clauses as it restricts free transfers this binding the parties commitment for the joint investment and restricting outside investors



Right of First Refusal

To ensure existing shareholder get the first right to take on more shares on transfers or further issues of shares



Management, Board and Powers



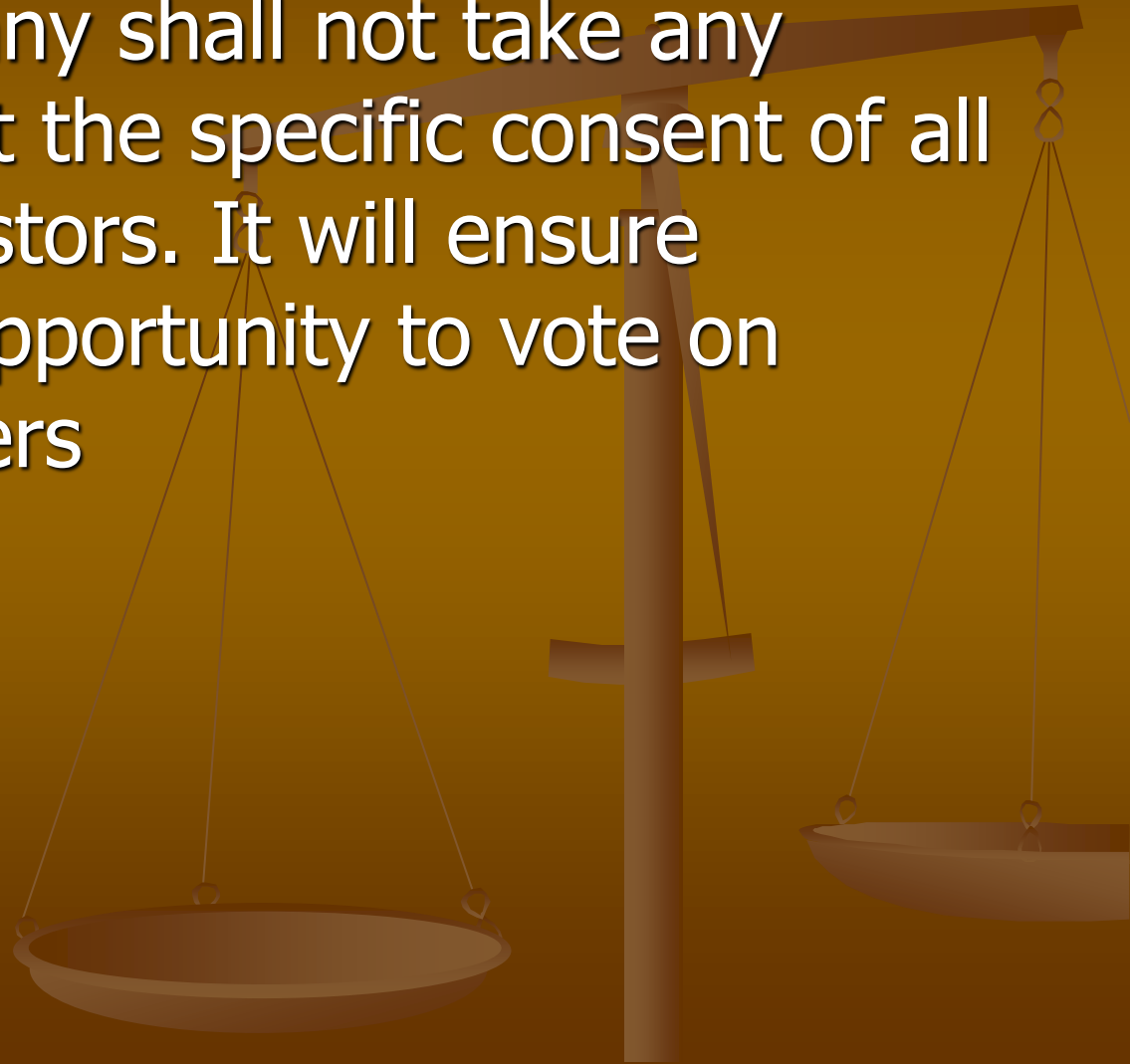
The agreement set out the constitution of the Board of directors , giving proportionate representation for promoters and investors.

Details the manner in which decisions would taken by the Board (quorum so as to represent all factions of investors; mandatory affirmative votes on select /important decisions , casting vote of chairman etc.).

Management : Details of delegation of powers to the Managing Director or senior management would be enlisted.

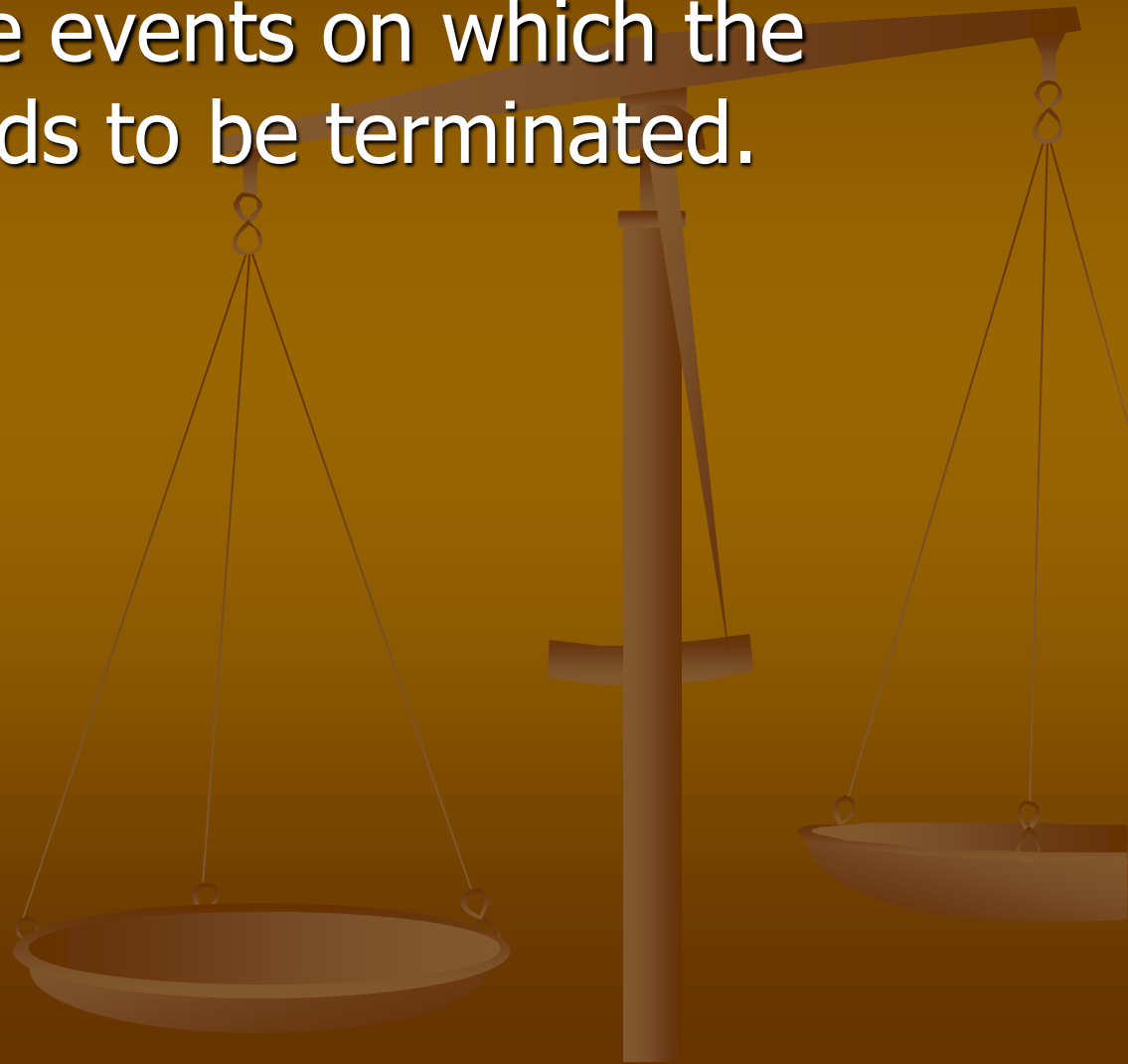
Shareholders protection

The Board/company shall not take any decision without the specific consent of all factions of investors. It will ensure proportionate opportunity to vote on important matters



Termination conditions

It shall set out the events on which the agreement stands to be terminated.



Arbitration

Any dispute between the parties to the agreement shall be submitted for arbitration



THANK YOU

