

राजस्थान RAJASTHAN जस्थान

AC 307049

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE AMENDMENT TO ISSUE AGREEMENT BETWEEN AKME FINTRADE INDIA LIMITED ("THE COMPANY") AND GRETEX CORPORATE SERVICES LIMITED ("BRLM" OR "BOOK RUNNING LEAD MANAGER")



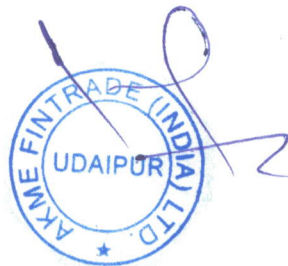


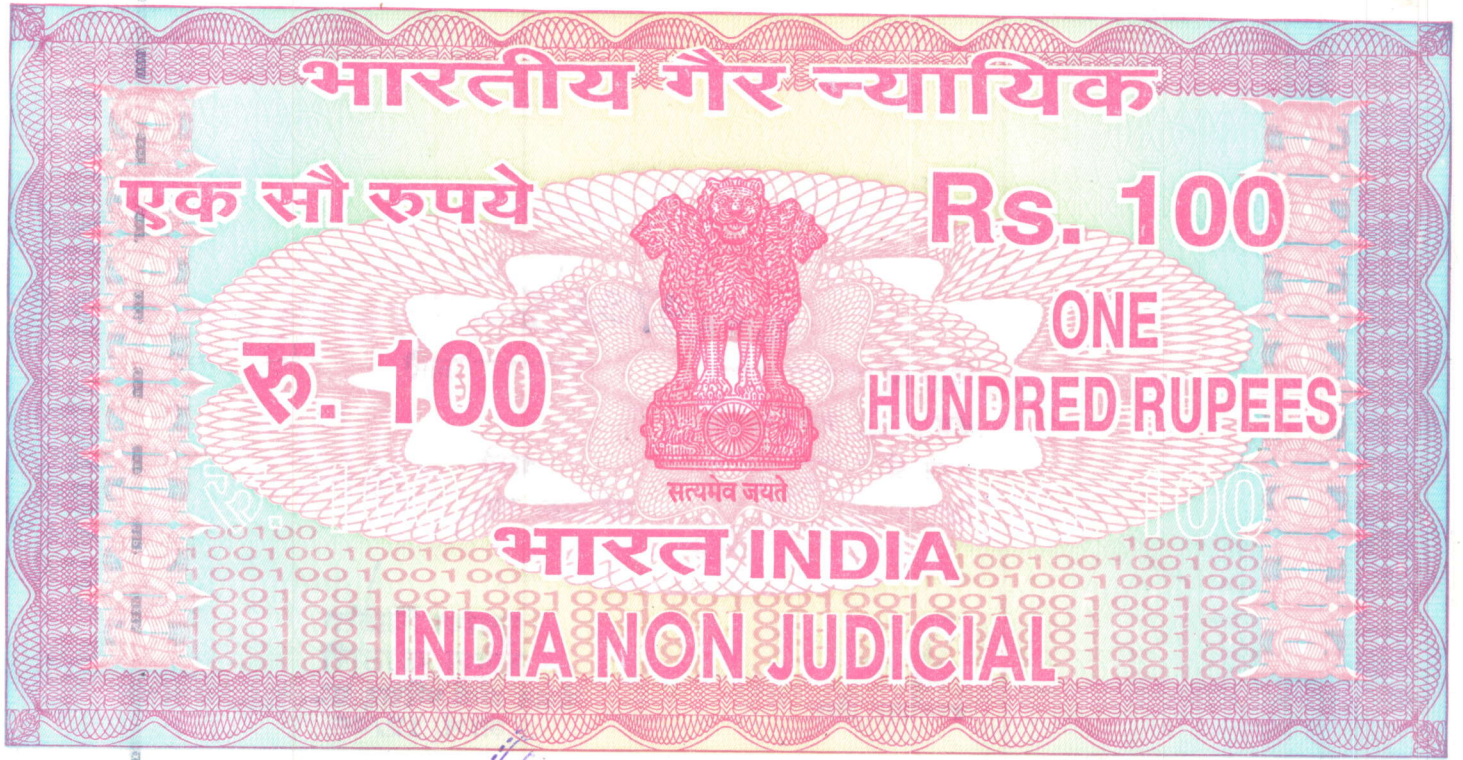
राजस्थान RAJASTHAN



BN 965364

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE AMENDMENT TO ISSUE AGREEMENT BETWEEN AKME FINTRADE INDIA LIMITED ("THE COMPANY") AND GRETEX CORPORATE SERVICES LIMITED ("BRLM" OR "BOOK RUNNING LEAD MANAGER")





राजस्थान RAJASTHAN



BN 965363

THIS STAMP PAPER FORMS AN INTERGRAL PART OF THE AMENDMENT TO ISSUE AGREEMENT BETWEEN AKME FINTRADE INDIA LIMITED ("THE COMPANY") AND GRETEX CORPORATE SERVICES LIMITED ("BRLM" OR "BOOK RUNNING LEAD MANAGER")



AMENDMENT TO ISSUE AGREEMENT

**DATED
JUNE 27, 2023**

BETWEEN

**AKME FINTRADE (INDIA) LIMITED
(THE COMPANY)**

AND

**GRETEX CORPORATE SERVICES LIMITED
(THE BRLM)**



This **AMENDMENT TO ISSUE AGREEMENT** (this "**Amendment Agreement**") is entered into on **June 27, 2023**, at **Udaipur** among:

1. **Akme Fintrade (India) Limited**, a company incorporated under the Companies Act, 1956 and having its registered address at Akme Fintrade (India) Limited, 4-5, Subcity centre, Savin Circle, Opp Krishi Upaz Mandi, Udaipur Rajasthan-313002, India (hereinafter referred to as the "**Company**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **FIRST PART**;

AND

2. **Gretex Corporate Services Limited**, a company incorporated under the Companies Act, 1956 having its registered office at Office No. 13, 1st Floor, Bansilal Mansion, 9-15, Homi Modi Street, Fort, Mumbai 400001, (hereinafter referred to as "**Book Running Lead Manager**" or "**BRLM**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **SECOND PART**.

WHEREAS:

- (A) The Company proposes to undertake an initial public offering of equity shares of face value of Rs. 10/- each of the Company (the "**Equity Shares**"), comprising a fresh issue of up to 1,10,00,000 Equity Shares by the Company (the "**Issue**") in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "**ICDR Regulations**") and other Applicable Laws (as defined herein), at such price as may be discovered through the book building process under the ICDR Regulations and determined by the Company in consultation with the BRLM (the "**Issue Price**"). The Issue comprises an employee reservation portion of upto 5,50,000 Equity Shares aggregating to ₹ [●] lakhs ("**Employee Reservation Portion**"). The Issue will be made: (i) within India, non-institutional and retail investors in accordance with ICDR Regulations, as may be mutually decided by the Company and the BRLM; and (ii) outside the United States, in offshore transactions in reliance on Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**Securities Act**") and the applicable laws of the jurisdictions where offers and sales occur. The Issue may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLM, on a discretionary basis, in accordance with the ICDR Regulations.
- (B) The board of directors of the Company (the "**Board of Directors**") pursuant to a resolution dated November 14, 2022 and the shareholders of the Company pursuant to a resolution dated December 7, 2022 in accordance with Sections 28 and 62(1)(c) of the Companies Act, 2013, respectively have approved and authorized the Issue.
- (C) The Company have appointed Gretex Corporate Services Limited as the Book Running Lead Manager. The Book Running Lead Manager has accepted its engagement in terms of its engagement letter dated September 9, 2022 (the "**Engagement Letter**"), to manage the Issue, subject to the terms and conditions set forth therein.
- (D) Pursuant to the ICDR Regulations, the BRLM was required to enter into an issue agreement with the Company to set forth certain additional terms and conditions for and in connection with the Issue and accordingly the Parties had executed the Issue Agreement dated February 12, 2023 ("**Issue Agreement**").
- (E) In the circumstances, it is imperative to amend certain provisions of the Issue Agreement and therefore, the Parties have agreed that, the Issue Agreement shall stand amended in the manner detailed below.



- (F) The Parties are therefore, entering into this Amendment Agreement to record the aforesaid undertaking.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. INTERPRETATION

Notwithstanding the provisions of Clause 4 hereof, all other provisions of the Issue Agreement shall apply *mutatis – mutandis* to this Amendment Agreement, as of the date of the Issue Agreement. The terms and conditions of this Amendment Agreement shall be read and interpreted in conjunction with those of the Issue Agreement. In the event of an inconsistency in the interpretation of the provisions of the Issue Agreement and this Amendment Agreement, the terms of this Amendment Agreement shall take precedence as regards the subject matter contained herein.

Capitalized terms used, but not defined herein, shall, unless the context otherwise requires, have the meanings given to them in the Issue Agreement.

All references to the Issue Agreement after the date of this Amendment Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall refer to the Issue Agreement, as amended by this Amendment Agreement.

2. EFFECTIVE DATE

Subject to Clause 1 above, this Amendment Agreement shall be effective on and from the date of execution hereof. The Issue Agreement shall be read and understood henceforth as amended by this Amendment Agreement.

3. CONTINUING OBLIGATIONS

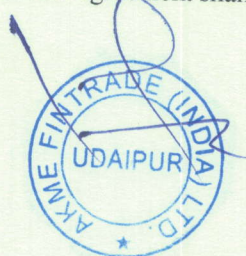
All the provisions of the Issue Agreement shall, save as amended by this Amendment Agreement continue in full force and effect.

4. AMENDMENT

The Parties agrees that the existing clause 3.20 of the Agreement shall be amended as follows:

“3.20 Except as disclosed in the Draft Red Herring Prospectus and except as will be disclosed in the Red Herring Prospectus and the Prospectus, (i) there are no outstanding guarantees or contingent payment obligations of the Company; and (ii) except in the ordinary course of business, there is no increase in the outstanding guarantees or contingent payment obligations of the Company in respect of the indebtedness of third parties as compared with amounts shown in the restated consolidated financial statements as of and for the financial year ended March 31, 2023 disclosed in the Draft Red Herring Prospectus and financial period that shall be disclosed in the Red Herring Prospectus. The Company is in compliance with all of its obligations under any outstanding guarantees or contingent payment obligations (other than such payments which have been disputed by the Company appearing as contingent liabilities of the Company) as described in the Draft Red Herring Prospectus that would be material to the Company.”

- 4.2 The Parties agrees that the existing clause 3.21 of the Agreement shall be amended as follows:



“3.21 Except as disclosed in the Draft Red Herring Prospectus and as will be disclosed in the Red Herring Prospectus and the Prospectus, **since March 31, 2023**, the Company has not, other than in the ordinary course of business: (i) entered into or assumed or agreed to enter into or assume any material contract or memorandum of understanding; (ii) incurred or agreed to incur any liability (including any contingent liability) or other obligation; (iii) acquired or disposed of or agreed to acquire or dispose of any business or any other asset; or (iv) assumed or acquired or agreed to assume or acquire any liabilities (including contingent liabilities), that would be material to the Company.”

4.3 The Parties agrees that the existing clause 3.32 of the Agreement shall be amended as follows:

“3.32 The restated financial information of the Company, together with the related annexures and notes included in the Draft Red Herring Prospectus (and to be included in the Red Herring Prospectus and the Prospectus): (i) are prepared under the requirements of the ICDR Regulations; (ii) are prepared from the financial statements which have been audited in accordance with Ind AS, and restated in accordance with the requirements of the ICDR Regulations; and (iii) are prepared from the financial statements which present a true and fair view of the financial position of the Company as of and for the dates indicated therein and the statement of profit and loss and cash flows of the Company for the periods specified. The selected financial data and the summary financial and operating information included in the Offer Documents present, truly and fairly, the information shown therein and have been extracted accurately from the restated financial information of the Company. The supporting annexures and notes present truly, fairly and accurately and in accordance with the ICDR Regulations the information required to be stated therein. Further, there is no inconsistency between the audited financial statements and the restated financial information, except to the extent caused only by and due to the restatement in accordance with the ICDR Regulations. Except as disclosed in the restated financial information of the Company, together with the related annexures and notes included in the Draft Red Herring Prospectus (and to be included in the Red Herring Prospectus and the Prospectus), there are no qualifications, adverse remarks or matters of emphasis made in the audit reports and examination reports issued by the auditors with respect to the audited financial statements of the Company for **Fiscals 2023, 2022 and 2021 and the audited financial statements of the Company that shall be disclosed in the Red Herring Prospectus**. Further, the summary and selected financial data contained in the Draft Red Herring Prospectus or as will be contained in the Red Herring Prospectus or Prospectus, as applicable, has been derived from such financial information and truly and fairly presents the information included therein and have been extracted correctly from the restated financial information included in the Offer Documents. The operating data disclosed in the Offer Documents has been derived from the records of the Company using systems and procedures which incorporate adequate safeguards to ensure that the information is accurate and complete in all material respects and not misleading, in the context in which it appears.”

4.4 The Parties agrees that the existing clause 3.39 of the Agreement shall be amended as follows:

“ 3.39 The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general and specific authorizations; (ii) transactions are recorded as necessary to enable the preparation of financial statements in conformity with the Indian Accounting Standards or other applicable generally accepted accounting principles and to maintain accountability for its assets; (iii) access to assets of the Company are permitted only in accordance with management's general or specific authorizations; (iv) the recorded assets of the Company are compared to existing assets at reasonable intervals of time, and appropriate action is taken with respect to any differences; and (v) the Company current management information and accounting control systems have been in operation for at least twelve (12) months during which the Company has not experienced any material difficulties with regard to (i) to (iv) above. Since the end of the Company's most recent audited fiscal year, there has been (a) no material



*weakness or other control deficiency in any Company Entity's internal control over financial reporting (whether or not remediated); and (b) no change in any of the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, any Company Entity's internal control over financial reporting. Further, the Board of Directors of the Company has laid down "internal financial controls" (as defined under Section 134 of the Companies Act) to be followed by the Company and such internal financial controls are adequate and operating effectively, in accordance with the provisions of Section 134(5)(e) of the Companies Act and the Companies (Accounts) Rules, 2014, as amended. The Company's statutory auditors have certified that for **Fiscal 2023**, the Company has adequate internal financial controls system in place and the operating effectiveness of such controls are in accordance with Section 143 of the Companies Act and the 'Guidance Note on Audit of Internal Financial Controls Over Financial Report' issued by the ICAI."*

4.5 The Parties agrees that the existing clause 3.43 of the Agreement shall be amended as follows:

"3.43 The Company has uploaded on its website, the audited standalone financial statements for **Fiscals 2023, 2022 and 2021** of the Company (at the link(s) disclosed in the Draft Red Herring Prospectus), and such financial statements comply with the requirements prescribed under the ICDR Regulations in this respect. The Company has ensured that the following information based on the audited statements in respect of **top 5 (five) group companies** (based on market capitalization for listed/ based on turnover in case of unlisted) for the preceding three years: (i) reserves (excluding revaluation reserve); (ii) sales; (iii) profit after tax; (iv) earnings per share; (v) diluted earnings per share; and (vi) net asset value of the **top 5 (five) group companies** of the Company".

5. EXECUTION

Each Party, severally and not jointly and with respect to only itself, represents that this Amendment Agreement has been duly authorized, executed and delivered by, and is a valid and legally binding obligation of, such Party and enforceable against it in accordance with its terms.

This Amendment Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

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

[Signature pages attached separately]



IN WITNESS WHEREOF, this Issue Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

Signed and delivered for and on behalf of **AKME FINTRADE (INDIA) LIMITED**

Authorised Signatory



Name: Nirmal Kumar Jain
Designation: Managing Director

(This signature page forms an integral part of the Amendment Agreement dated June 27, 2023 executed among Akme Fintrade (India) Limited and Gretex Corporate Services Limited

IN WITNESS WHEREOF, this Issue Agreement has been executed by the Parties or their duly authorised signatories, have set their hands on the day and year hereinabove written:

Signed and delivered for and on behalf of **GRETEX CORPORATE SERVICES LIMITED**

Authorised Signatory



Name: Alok Harlalka

Designation: Managing Director



(This signature page forms an integral part of the Amendment Agreement dated June 27, 2023 executed among Akme Fintrade (India) Limited and Gretex Corporate Services Limited