



**IFU** INVESTMENT FUND FOR  
DEVELOPING COUNTRIES

BY COURIER  
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India  
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1 November 2016  
F112-8 PID 14980, LBE/LJ

**Reserve – Shareholder Agreement**

Dear Divya

As agreed with Louise Berthelsen, I am returning one original copy of the duly signed Shareholders' Agreement.

Best regards

  
Lone Jespersen

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CVR no. 23598017

EXECUTION VERSION Date: 6<sup>th</sup> October 2016

## SHAREHOLDERS' AGREEMENT

regarding

**Reserve India Pvt. Ltd.**

between

**DCIF**

and

**Concord Enviro**

and

**Mr. Prayas Goel**

and

**Mr. Prerak Goel**

and

**Reserve India Private Limited**

For RESERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

 Director

 DIRECTOR





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For ROSEVE ENVIRO PRIVATE LIMITED

 Director

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

 DIRECTOR





**APPENDICES**

1. Definitions and nomination of directors
2. IFU's sustainability rules
3. Articles of association
4. Rules of procedure
5. Confirmation letter

FOR RODRIGO SANCHEZ PEREZ S.L.

  
Director

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

  
DIRECTOR





**1. Background**

- 1.1 This shareholders' agreement (this "**Agreement**") is appendix 3 to the Investment Agreement. This Agreement with appendices is entered into between the Shareholders and the Company. All defined terms in this Agreement which are not defined directly in the clauses of this Agreement are defined in appendix 1.
- 1.2 The parties have agreed to invest in the Company. The parties have decided that their investment in the Company will be through their shareholding in the Company. This Agreement governs the parties' shareholding in the Company for the investment made up to Total Commitment (as defined under the Investment Agreement)
- 1.3 DCIF's objective is that its investments contribute to lasting economic, environmental and socially sustainable development in the host country of the Company. The parties must operate the Company in accordance with high ethical and sustainability standards and in conformance with the sustainability rules, covering human rights, labour rights, occupational health and safety, environmental, anti-corruption, animal welfare and community development issues. The sustainability rules are attached as appendix 2.
- 1.4 Due to DCIF's status as an institutional investor, DCIF has certain special rights in this Agreement.

**2. Subsidiaries**

- 2.1 If the Company is a holding company, this agreement applies to any subsidiaries of the Company with the necessary modifications

**3. Purpose and Articles of Association**

- 3.1 The purpose of the Company is to carry out its business in accordance with the Business Plan and the prevalent industry standards.
- 3.2 The Articles of Association of the Company will be attached as Appendix 3. The Articles of Association of the Company must at all times to the fullest possible extent reflect the terms of this Agreement.

**4. Share capital**

- 4.1 The share capital of the Company is not divided into classes. Each share carries one vote at general meetings.

**5. Additional funding**

- 5.1 In the event that the Company intends to raise further capital, then the parties shall mutually decide the manner of raising such additional capital required for meeting the funding requirements of the Company.
- 5.2 For the avoidance of doubt, it is clarified that in the event the Company intends to raise further capital according to clause 5.1 above, DCIF shall have the right to subscribe to the shares pro rata to DCIF's shareholding.

For ROSSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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Director

  
DIRECTOR



- 5.3 In the event that the Company's net worth has eroded by more than 50% and this has been certified by the Company's auditor, DCIF may exercise its put option in accordance with clause 18 with the necessary modifications, immediately.
- 5.4 In addition to the capital contributions made by the parties to the Company, the Company may secure additional funds required for undertaking business activities through debt financing as may be decided by the Board from time to time
- 5.5 Parties acknowledge and confirm that in the event GEF, which is an existing private equity investor in Concord Enviro, intends to invest in the Company either directly or through its affiliate entities, within 3 months from the Closing Date of the Initial Investment under the Investment Agreement, the parties hereby covenant to undertake all such actions as may be necessary including passing appropriate resolutions for the Company to issue and allot such additional shares to GEF by way of preferential allotment in accordance with Applicable Laws. The investment of GEF into the Company is subject to the following conditions:
- (a) The issuance and allotment of shares to GEF shall be on similar terms and conditions as conferred to DCIF;
  - (b) The shares allotted to GEF shall carry the same rights and obligations accorded to DCIF under this Agreement;
  - (c) The shares allotted to GEF must be as additional capital in the Company and cannot amount to more than 20 % of the share capital of the Company;
  - (d) The shares allotted to GEF must be at the same valuation as DCIF and Concord Enviro;
  - (e) GEF must pay its pro rata share of all costs related to financial and legal validation of the business case, and establishment of the Company to the Shareholders;
  - (f) GEF must pay all costs related to becoming a shareholder of the Company.
  - (g) Regardless of GEF investing in the Company DCIF has a right to invest INR 159,250,000 in the Company.

#### 5A. Investment committee

- 5A.1 The Company must have an investment committee that consists of at least 3 members. DCIF has a right to appoint one member and Concord Enviro has a right to appoint one member. The last member must be independent and have an industry or leasing expertise, and must be jointly appointed by the parties.
- 5A.2 A Shareholder may at any time replace its appointed member of the investment committee and must in that case notify the Company, the other parties and the members of the investment committee immediately. The jointly appointed member cannot be replaced without the consent of all parties.
- 5A.3 The investment committee must meet when there is an investment proposal or when a member of the investment committee requests a meeting.
- 5A.4 The Investment Committee shall take decisions with regards to providing an ETP solution to a client on the basis of certain parameters, *inter alia*, mentioned herein below:
- (a) The financial stability of the client

For ROSEBINE PARTNERS PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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Director

  
DIRECTOR



- (b) The term of the leasing period; and
- (c) The asset purchase cost

5A.5 All decisions of the investment committee to be taken unanimously

5A.6 Any shareholder may request that the investment committee must be governed by written rules of procedure in the manner agreed by both shareholders.

5A.7 The lease contracts between the Company and a leasing client may be guided by the following terms, unless altered by the Investment Committee:

- (a) Aim to have an XIRR unleveraged of approximately 18%.
- (b) Must have an equity XIRR in the range of 22-25%.
- (c) Have a pre-agreed duration.

5A.8 The Company can only enter into lease contracts with credit worthy customers and as approved by the Investment Committee from time to time.

5A.9 The Company must endeavour to build a book of leasing assets of INR 1,000,000,000 within 3 years from the date of establishment of the Company.

## 6. General meetings

6.1 A general meeting shall be attended by at least two shareholders and shall include the representative of DCIF and Concord Enviro at the commencement and throughout the duration of such a meeting of the shareholders to constitute valid quorum at a general meeting and the requisite quorum at such general meeting shall not be deemed to be satisfied in the absence of the representatives of both DCIF and Concord Enviro.

6.2 Every decision at any general meeting shall be in accordance with the requirements of Applicable Laws. Subject to clause 6.3, all resolutions are approved by a simple majority of the shareholders represented at the general meeting, except as may be required by Applicable Law. Provided that all decisions at general meetings in respect of a Reserved Matter shall be taken only in accordance with the provisions of clause 8 (Reserved Matters).

6.3 If the quorum as stipulated under clause 6.2 above is not present for the meeting on the specified date and within half-an hour of the specified time indicated in the notice convening the general meeting, the meeting shall stand adjourned to the same day of the immediately following week at the same time (or if such day is a National Holiday, then the meeting shall be held on the next working day at the same time) ("First Adjourned Meeting"). If the quorum is not present for the First Adjourned Meeting on the specified date and within half-an hour of the specified time indicated in the notice convening the First Adjourned Meeting, the meeting shall stand adjourned to the same day of the immediately following week at the same time (or if such day is a National Holiday, then the meeting shall be held on the next working day at the same time) ("Second Adjourned Meeting"). If there is no quorum within half-an hour of the appointed time at such Second Adjourned Meeting, then the Shareholders present shall constitute quorum, and shall be discuss, put to vote or reach a decision regarding any matter including the Reserved Matter under clause 8.1 of this Agreement.

6.4 Despite any provisions to the contrary in the Articles of Association, the Shareholders must vote or cause to be voted at general meetings in such a manner as to give effect to this Agreement.

For ROSEVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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Director

  
DIRECTOR





## 7. Board of Directors

- 7.1 The Company is managed by a board of directors nominated by the Shareholders as stated in appendix 1. The number of directors of the board must not exceed 7.
- 7.2 If a Shareholder owns less than 15% of the issued and paid up share capital of the Company, the Shareholder loses the right to nominate members to the Board of Directors. DCIF and Concord Enviro must as founding shareholders have a right to nominate a director if they have a shareholding of 5% or more. For the avoidance of doubt, it is hereby clarified that if DCIF nominates additional director(s) to the board of the Company then Concord Enviro shall also be entitled to nominate as many such additional director(s) to the board as the number of directors nominated to the board of the Company by DCIF.
- 7.3 A Shareholder may at any time replace its appointed members and must in that case notify the other Shareholders and the chairman of the board of directors immediately. The board must convene an extraordinary general meeting to be held to appoint the new nominee as a director no later than 30 days from the date of having received the notification.
- 7.4 The business of the board of directors must be governed by written rules of procedure. The rules of procedure in force at the time of signing of this Agreement are attached as appendix 4.
- 7.5 Subject to clause 7.8, a board meeting must be attended (in person or by audio visual means) by at least two directors to be able to pass resolutions (*quorum*), which in any case must include the director from DCIF and the director from Concord Enviro.
- 7.6 Despite any provisions to the contrary in the Articles of Association, the Shareholders must cause their nominees to vote at board meetings in such a manner as to give effect to this Agreement.
- 7.7 The board of directors must decide to what extent the Company may reimburse the directors for their travel, lodging and related expenses in connection with board meetings. The general meeting decides to what extent the directors can receive fees, bonuses, pension schemes and other remuneration.
- 7.8 If the requisite quorum for the board meeting is not present within half-an hour from the time appointed for the meeting ("**Original Meeting**"), the Original Meeting shall adjourn to the same place and time in the next week or if that day is a National Holiday, till the next succeeding day, which is not a National Holiday, at the same time and place ("**First Adjourned Meeting**"). If the requisite quorum for the board meeting is not present within half-an hour from the time appointed for the First Adjourned Meeting, the First Adjourned Meeting shall adjourn to the same place and time in the next week or if that day is a National Holiday, till the next succeeding day, which is not a National Holiday, at the same time and place ("**Second Adjourned Meeting**"). If the requisite quorum for the Second Adjourned Meeting is not present within half-an hour from the time appointed for the Second Adjourned Meeting, the directors present at the Second Adjourned Meeting, subject to such number being in equal to or in excess of the minimum quorum specified under the Act, shall constitute the quorum for such Second Adjourned Meeting, to take decisions regarding the business referred to in the agenda including Reserved Matters circulated for the board meeting.
- 7.9 Notwithstanding the foregoing, where one of the items on the agenda of any board meeting (including, for avoidance of doubt, any Adjourned Meeting) is the passing of a resolution or any decisions, recommendations or discussions in connection with a Reserved Matter, the Board shall not discuss, put to vote or reach a decision on any such matter, item or agenda unless at least 1 director representing DCIF and 1 director representing Concord Enviro is present at the commencement of and throughout the duration of such board meeting (or

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD. 7

Director

DIRECTOR



First Adjourned Meeting/Second Adjourned Meeting) or give their print written consent to such resolution.

**8. Reserved matters**

8.1 The following decisions of the board of directors require the approval of the nominee director of DCIF and the nominee director of Concord Enviro:

- (a) The purchase, sale, lease, mortgage, pledge or other disposition of any real property by the Company or of any other Material Asset.
- (b) Extension of the business activities of the Company. Any investment or purchase by the Company of more than the Purchase Limit and not provided for in the annual approved budget is considered an extension of the activities.
- (c) Establishment of subsidiaries or acquisition of or merger with any other company.
- (d) Declaration of dividends
- (e) Fees or change of fees for the directors.
- (f) Any transaction as specified in clause 10.4 (each individual transaction must be approved separately).
- (g) Appointment and removal of CEO and CFO.
- (h) Employment of persons who are Shareholders' Related Parties.
- (i) Any investment in another company or other legal entity or, the lending or borrowing of money or the issuing of any guarantee.
- (j) Approval of transactions not forming a part of the Business Plan including granting of credits, financing, and premature terminations inconsistent with business principles normal and acceptable in the field of the activity of the Company.
- (k) Changes or amendments to any material agreements with a value of INR 1,000,000.
- (l) Change of the share capital of the Company.
- (m) Changes of the articles of association.
- (n) Changes of the rules of procedure of the board of directors.
- (o) Liquidation or dissolution of the Company.
- (p) Approval of the annual budget and annual accounts of the Company.
- (q) Approval of bank power of attorney.
- (r) Any Transfer or pledge of, or any other assignment of rights over shares by any Shareholder, except for (i) any Transfer of shares by Concord Enviro to Concord Group or by IFU to IFU Entities as permitted under this Agreement; or (ii) any Transfer of shares by Concord Enviro to any person after December 31, 2024.

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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 Director

 DIRECTOR



- (s) Approval of any transaction between Rochem/Concord Enviro with a third party being a project which has been declined by the Investment Committee. Such a transaction may not be more favourable than as offered to the Investment Committee.

## 9. Management

- 9.1 A CEO of the Company must be appointed by the board of directors. The chairman of the board of directors must provide a copy of this Agreement to the CEO and ensure that a duty to comply with this Agreement is included in the CEO's contract with the Company.
- 9.2 The CEO may attend and speak at board meetings, but without the right to vote, unless the CEO is also a director of the Company.

## 10. Operation of the Company

- 10.1 The Company must operate in compliance with the sustainability rules in appendix 2.
- 10.2 The Company must operate in compliance with Applicable Law.
- 10.3 Every 6 months from the beginning of a financial year, detailed list of all legal compliances, including a list of documents to be filed to authorities, payment of taxes due and of other statutory dues, delayed remittances, penalties/additional levies paid or payable to statutory authorities, prosecution notices received, any pending litigation proceedings, action taken or to be taken and status of such issues, shall be presented to the board.
- 10.4 Any transaction between the Company and a (i) party to this Agreement, (ii) director, manager or employee of the Company, but excluding employment contracts having a remuneration less than INR 1,000,000, (iii) director, manager or employee of a Shareholder, (iv) subsidiary of the Company, (v) Shareholder or (vi) any Shareholders' Related Parties must be submitted for the decision of the board of directors unless such Shareholders' Related Parties have already received an omnibus approval by the board. A party interested in such a transaction must inform the other parties, the chairman of the board of directors and the CEO as soon as possible and shall refrain from voting at a board or Shareholders' meeting in accordance with Applicable Laws.
- 10.5 The Company shall keep its business and its assets adequately insured with a reputable company.
- 10.6 A management appraisal review must be completed at the latest 12 months from the signing of this Agreement. DCIF and Concord Enviro must receive and approve the review. The need for a CEO must be assessed by the parties and decided upon at a board meeting when the management appraisal review has been completed.
- 10.7 The Company must ensure that the assets to be purchased by the Company over a period of 3 years includes a minimum Danish component equivalent to the extent of amount invested by DCIF into the Company.
- 10.8 The board must receive on an annual basis an audited statement (provided by the statutory auditor of the Company of the Danish Component used in the products supplied by the Company to their clients which shall be deemed as sufficient evidence of the fulfilment of the requirement under clause 10.7 above by the Company. Such an audited statement must be provided by the auditors of the Company in time for the finalisation of the audited accounts of the Company.

**11. Budgeting, accounting, reporting and auditing**

- 11.1 The financial year of the Company is from April 1<sup>st</sup> of each calendar year and shall conclude on March 31<sup>st</sup> of the immediately subsequent calendar year. The financial statements for the first year shall commence from the date of incorporation of the Company in the relevant financial year.
- 11.2 The Company must at its registered office maintain books of account and other statutory registers in accordance with Applicable Laws.
- 11.3 If the Company reports according to another set of accounting principles than the International Financial Reporting Standards (IFRS), deviations from IFRS must be listed and the list attached to the report. If the Company is the parent company of a group of companies, consolidated reports for the group must be made for the same period.
- 11.4 The Company must no later than 2 months before the end of the financial year provide the board of directors with a proposal for next years' budget containing a profit and loss statement, balance sheet, cash flow statement for each of the four quarters of the subsequent financial year. If the Company is the parent company of a group of companies, a consolidated budget for the group must be provided for the same period.
- 11.5 Until the Company or one of its subsidiaries starts commercial sales, the Company must no later than 20 days after the end of the month provide the board of directors with a monthly progress report containing actual investment costs incurred compared with the budget in the Business Plan and general information on all matters influencing the carrying-out of the business of the Company.
- 11.6 After the Company or one of its subsidiaries has started commercial sales, the Company must no later than 30 days after the end of the quarter provide the board of directors with an unaudited quarterly profit and loss statement, balance sheet and cash-flow statement showing detailed figures for the results of the Company, employment numbers and, if applicable, of the Company group as a consolidated entity.
- 11.7 The annual accounts and the list of deviations from IFRS (if any) must be audited by the Company's auditor. The audited accounts must include employment numbers and a statement confirming that insurance policies against loss, damage to property and liability have been taken out to such extent as is generally accepted as customary in regard to property and business of the kind in question. The annual accounts must be prepared so that the audited annual accounts can be presented to the general meeting no later than 3 months after the end of the financial year or such time as provided under Applicable Law whichever is later.
- 11.8 The Company's auditor must be from a reputable, international firm of independent, public chartered accountants, unless agreed otherwise by the Shareholders. The auditor shall be appointed by the board within 30 days from the incorporation of the Company, and must be approved by DCIF. The board of directors must receive and approve a copy of the agreement or engagement letter entered into between the auditor and the Company.
- 11.9 If there is a discrepancy between the budget for the Company as approved by the board of directors and the annual accounts of the Company for a period of 2 consecutive financial years, the board of directors must meet and discuss necessary solutions.
- 11.10 The Company must provide the board of directors with sustainability reporting in accordance with the sustainability rules attached in appendix 2.
- 11.11 If there is a change in the Company's nominal share capital or in DCIF's ownership percentage, the Company must issue a confirmation letter to DCIF in the form attached as

  
Director

  
DIRECTOR





appendix 5 In case the Company is a parent company a confirmation letter in accordance with appendix 5 must be issued for each subsidiary of the Company

## 12. Inspections

- 12.1 The Shareholder's duly accredited representatives may under strict confidentiality at any time gain full access to the premises, books and records of the Company. The representatives may make copies of or extracts from the Company's books and records to confirm that the Shareholders and the Company comply with this Agreement. The Company must assist to a reasonable extent.

## 13. Transfer and pledge of shares

- 13.1 Any Transfer of shares must be approved in writing by the board of directors, and must be in accordance with the provisions of this Agreement. Such approval cannot be unreasonably withheld.
- 13.2 It is a condition for any Transfer of shares that the new shareholder becomes a party to this Agreement no later than on the day that the Transfer becomes effective. Such new shareholder shall execute a deed of adherence in the form provided at Schedule 1 to this Agreement.
- 13.3 The terms and conditions contained in clause 14 and clause 17 shall not be applicable in connection with any Transfer of shares (i) by DCIF to an IFU Entity; or (ii) by Concord Enviro to a member of the Concord Group.

## 14. Right of first refusal and pre-emption right

- 14.1 The Shareholders have a right of first refusal to purchase shares pro rata to their shareholding.
- 14.2 If either of DCIF or Concord Block ("Transferring Shareholder") receives a binding offer in writing for purchasing all or part of its shares from the other or a third-party ("Initial Proposed Buyer"), the Transferring Shareholder must notify the non-transferring Shareholder of the (i) number of shares proposed to be transferred ("ROFR Shares"), (ii) terms and price of the proposed Transfer, and (iii) identity of the Initial Proposed Buyer, (iv) attaching the written offer and other documentation received from the Initial Proposed Buyer and all necessary documentation evidencing the proposed sale to the Initial Proposed Buyer, and make an irrevocable and unconditional offer to Transfer the ROFR Shares to the other Shareholders at terms and conditions no more favourable to the Transferring Shareholder than those offered by the Initial Proposed Buyer.
- 14.3 The non-transferring Shareholder may within 30 days from being notified, notify the Transferring Shareholder of its acceptance to purchase all the ROFR shares in the proposed Transfer on the same terms.
- 14.4 The purchase price must be paid as the proposed Transfer stipulates, however earliest 30 days from the acceptance. If the Transferring Shareholder defaults on payment, the Transferring Shareholder may carry out the Transfer according to clause 14.5.
- 14.5 If the right of first refusal is not exercised by non-transferring Shareholder within 30 days of being notified by the Transferring Shareholder, the Transferring Shareholder may carry out the proposed Transfer to the Initial Proposed Buyer, provided that the sale price of each ROFR

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (F) LTD. 11

 Director

 DIRECTOR





Share shall be the same as the Transfer share price offered by the Transferring Shareholder and the terms and conditions of the Transfer shall be no more favourable than those in the notice issued by the Transferring Shareholder under clause 14.2 above. The proposed Transfer to the Initial Proposed Buyer must be completed within 3 months, or else a new procedure according to clause 14 must be carried out if the Transferring Shareholder wishes to Transfer shares.

- 14.6 For the purposes of this clause, Concord Enviro and the Other Shareholders shall together be treated as one shareholder block ("Concord Block") and will together be entitled to the benefit of all of the rights associated with the shares held by them as set forth in this clause. The right of first refusal and pre-emption right is valid if only Concord Enviro or the Other Shareholders, or both of them receives a binding offer.
- 14.7 If a Shareholder becomes subject to proceedings of liquidation, bankruptcy, insolvency or dissolution it must notify the other Shareholders without delay. The Shareholder in question must sell its shares in the Company to the other Shareholders in proportion to their shareholdings if so notified by the other Shareholders no later than 30 days after they have received the notification of the proceedings. The price for the shares must be fair market value as determined in clause 15.

## 15. Fair market value

- 15.1 Fair market value is the price for shares in the Company that would result from a sale between a willing seller and a willing buyer. All factors generally taken into account as per Applicable Law in such valuations must be taken into account, including the market value of all assets, including intangible assets, goodwill and liabilities and the present and future earnings of the Company. Only conditions that existed on the valuation date may be taken into account. No minority discount or discount for the Company's possible reliance on other entities within its group of companies is applicable to the fair market value. If the shares are listed on a stock exchange, the fair market value is the average value of the shares as quoted on the exchange in the period beginning 10 business days before the valuation date and ending on the valuation date.
- 15.2 The fair market value is to be determined and duly certified by the statutory auditor of the Company. However, if either party does not agree on the fair market value, the fair market value must be determined in accordance with clause 15.3 and Applicable Laws. The costs of the determination must be divided between the parties according to their shareholding ratio.
- 15.3 Any dispute regarding fair market value must be finally settled by a third party valuator jointly appointed by DCIF and Concord Enviro. The valuator so chosen by DCIF and Concord Enviro must be a reputable accounting firm or investment bank, independent of the parties. If the parties cannot agree on a third party valuator, the third party valuator must be decided through arbitration according to clause 27.
16. DCIF excuse
- 16.1 DCIF is not liable towards the other Shareholders for any loss resulting from a change in Applicable Law, judicial precedent, administrative acts or force majeure, including any loss resulting from DCIF terminating this Agreement because of sanctions, blockade or similar measures prohibiting DCIF's participation as a Shareholder of the Company.

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

 Director

 DIRECTOR



**17. DCIF tag-along**

17.1 If Concord Enviro (referred to as the "Transferring Shareholder") proposes to Transfer all or part of the shares held by Concord Enviro to any person, the Transferring Shareholder shall serve a notice to DCIF indicating the terms of the offer proposed by such buyer ("Offer"). On receipt of such notice of Offer, DCIF shall have a right to tag along with the Transferring Shareholder in the manner provided herein below:

- (i) If the Transferring Shareholder is Transferring up to 10% (ten percent) of the issued and paid up share capital of the Company to such person, then DCIF shall be entitled to tag along and sell its shares on a pro rata basis on the same terms as the terms on which the Transferring Shareholder propose to Transfer its shares to such buyer under the Offer, or
- (ii) If the Transferring Shareholder is transferring more than 10% of the issued and paid up share capital of the Company to such person, then DCIF shall be entitled to tag along and sell all the shares held by DCIF, on the same terms as the terms on which the Transferring Shareholder intend to Transfer its shares to such buyer under the Offer.

17.2 The transferring Shareholder must provide DCIF with all relevant information and documentation for DCIF to decide whether to exercise its right to sell. The time-limit for DCIF's acceptance of the offer must be at least 30 days after the date DCIF received the offer from the Transferring Shareholders.

**17A. Drag-along**

17A.1 If DCIF Transfers its shares, partly or in whole, in accordance with clause 18A, Concord Enviro and the Other Shareholders must Transfer their shares, partly or in whole, to the buyer, if requested by DCIF.

**18A. Exit strategy**

18A.1 Without prejudice to clause 18.1, Concord Enviro and DCIF must endeavour to perform the exit of the Company through a trade sale to a strategic buyer after 6 years from signing this Agreement ("Preferred Exit").

18A.2 In the event of a Preferred Exit, the Shareholders must endeavour to achieve an XIRR of minimum 12% in DKK. The return on the shares must be divided between the Shareholders in accordance with the Distribution Model.

18A.3 If the Preferred Exit provides an XIRR of less than 12% in INR but higher than 7% in INR, Concord Enviro must sell to DCIF an amount of shares and for a price that will cause DCIF to achieve an XIRR in accordance with the Distribution Model when DCIF sells its entire shareholding, including the shares sold to DCIF in accordance with this clause 18A.3, at market value.

18A.4 To achieve the exit in accordance with this clause 18A, the Shareholders must jointly appoint an independent investment banker/sales agent to be responsible for the exit process. The cost of the investment banker must be borne by the Company. If the Company is unable to bear the cost partly or in whole, as the case may be, the remaining cost must be borne by the Shareholders pro rata to their shareholding.

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

  
Director

  
DIRECTOR





## 18. DCIF exit

- 18.1 If a Preferred Exit has not occurred before 1 January 2024, DCIF shall serve a notice to the Company offering to sell the shares held by DCIF to the Company at the fair market value determined in accordance with clause 15. Upon receiving such a notice, the Company shall buy back or pay off all paid up shares held by DCIF in the manner permitted under the Applicable Laws. The purchase or pay off price to be paid by the Company shall be determined in accordance with Applicable Laws. Concord Enviro and Other Shareholders covenant that in the event that DCIF exercises this option to have the Company buy back or pay off the shares held by DCIF, Concord Enviro or Other Shareholders shall not offer any shares owned by them pursuant to a buyback or pay off offer made by the Company in accordance with Applicable Laws.
- 18.2 In the event, that DCIF has not sold its entire shareholding pursuant to such buyback or pay off offer for the paid up shares held by DCIF under clause 18.1 above, then DCIF shall serve a notice on Concord Enviro offering to sell the remaining shares held by DCIF and Concord Enviro shall purchase the remaining shares (if any) held by DCIF. The price to be paid by Concord Enviro for purchasing the remaining shares held by DCIF must be fair market value determined in accordance with clause 15 on the date of DCIF's notice (which is considered the valuation date)
- 18.3 Subject to Applicable Law, the price can however never be less than the proportionate share of the value of the equity of the Company (the book value) based on the latest audited annual accounts or if the valuation date is more than three months after the date of the latest audited annual accounts, based on the latest unaudited quarterly balance sheet, prepared consistently in accordance with the principles in the latest audited annual accounts.
- 18.4 The parties must sign a share purchase agreement and the price must be at DCIF's disposal no later than 30 days after the price has been agreed between the parties or finally determined according to clause 15.3. If such date is a bank holiday, the price must be at DCIF's disposal on the last preceding business day. The price must be paid without set-off of any kind, except if required under Applicable Laws.
- 18.5 If the price is not at DCIF's disposal according to clause 18.4, an interest of 15% percent p.a. is added to the price. Interest according to this clause is compounded at the end of each calendar quarter based on an actual day/ 360 day-count convention.
- 18.6 In case of any claim by the public authorities on a different valuation of DCIF's shares than the valuation accepted by the parties, including tax adjustments, fines, interest and costs, the Company and Concord Enviro must provide assistance to DCIF. This includes assistance in arriving at the valuation, guidance to secure relevant counselling and legal advice, or assist in any other way that helps DCIF to arrive at the valuation and to fulfil each step in the proceedings.
- 18.7 The Transfer of shares according to this clause 18 is effective upon the date of approval by the board. Until the price is at the disposal of DCIF, DCIF retains its rights as shareholder, including rights to dividends, voting rights and its right to nominate directors.
- 18.8 The director nominated by DCIF must resign no later than on the date where the price is at DCIF's disposal
- 18.9 Concord Enviro must ensure that DCIF and the director nominated by DCIF are de-registered, as shareholder and director respectively, from the relevant public registers in the Company's country of incorporation as soon as the director nominated by DCIF resigns and immediately thereafter provide DCIF with proper documentation of such deregistration.

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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Director


  
DIRECTOR



- 18.10 The parties must pay their own costs related to the transaction according to this clause 18, including fees for consultants, lawyers, etc. External costs such as stamp duty, deregistration costs, etc. are divided between the parties pro rata to their shareholding before the transaction.
- 18.11 If Concord Enviro or the Other Shareholders for whatever reason do not or become unable to (e.g. due to insolvency) fulfil their obligations according to this clause 18, DCIF is entitled to purchase the entire shareholding of Concord Enviro or the Other Shareholders in the Company or cause it to be purchased by a third party of DCIF's choosing. The purchase price for the shares must be fair market value according to clause 15. Furthermore, Concord Enviro or the Other Shareholders must pay a penalty fee to DCIF amounting to 25% of the fair market value of the entire shareholding. In the event DCIF exercises this right, the nominee directors of Concord Enviro or the Other Shareholders shall immediately resign from the Board of Directors of the Company

## 19. Other special rights and obligations of the parties

19.1 DCIF has the following special rights as long as DCIF is a shareholder of the Company:

- (a) Despite clause 13.1 and clause 14, DCIF may at its discretion Transfer its shareholding in the Company to an IFU Entity. Similarly, Concord Enviro shall be permitted to Transfer its shares to a person from the Concord Group. The entity in question must become a party to this Agreement on the same terms as DCIF or Concord Enviro as the case may be. Such transferee shall sign a deed of adherence in the format attached to Schedule 1 agreeing to all the terms and conditions contained under this Agreement.
- (b) Subject to permission of a court of law having jurisdiction or as permitted under Applicable Laws, in the event of a liquidation or dissolution of the Company, DCIF may either (i) demand the other Shareholders to issue an irrevocable and unlimited power of attorney to DCIF to sign on behalf of the Company and its Shareholders and all other Shareholders hereby agrees and undertakes to vote on any matter in the same manner as DCIF in order to ensure a correct dissolution of the Company, or (ii) demand that the other Shareholders purchase DCIF's entire shareholding in the Company for the symbolic amount of DKK 1. If the other Shareholders do not, for whatever reason, provide such a power of attorney to DCIF or purchase DCIF's shares if so demanded by DCIF, DCIF may at its own discretion demand that the other Shareholders sell their entire shareholding in the Company to DCIF or any person/ entity nominated by DCIF for the symbolic amount of DKK 1 or the lowest amount permissible under applicable law, in order for DCIF to take control of the dissolution.
- (c) In the event of default according to clause 21 caused due to the non-performance or actions attributable to Concord Enviro or to any director appointed by Concord Enviro, DCIF may demand that Concord Enviro or the defaulting party purchases DCIF's entire shareholding according to the provisions in clause 18 with the necessary modifications.
- (d) In the event of a change of control of Concord Enviro or Rochem without the prior written consent of DCIF: (i) within a period of 4 years from the date of this Agreement, DCIF may demand that Concord Enviro purchases DCIF's entire shareholding according to the provisions in clause 18 with the necessary modifications, at a price corresponding to the DCIF Investment Amount plus 18 % p.a. XIRR or fair market value according to clause 15, whichever is higher; or (ii) after the expiry of 4 years from the date of this Agreement, DCIF may demand that Concord Enviro purchases DCIF's entire shareholding according to the provisions in clause 18 with the

FOR CONCORD ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.15

  
DIRECTOR

  
DIRECTOR



necessary modifications, at a price corresponding to the fair market value determined according to clause 15. A change of control includes the power to direct the management and policies of Concord Enviro whether through ownership of voting capital, by IPO, by contract or otherwise, as well as bankruptcy, dissolution or death. However, for this clause, the term 'change of control' shall not include (a) exercise or grant of veto/affirmative voting rights or other rights by financial investors (whether equity or debt) including private equity investors holding securities in Concord Enviro/Rochem, lenders or financial institutions from whom Concord Enviro or Rochem have availed credit facilities; or (b) sale of securities of Concord Enviro or Rochem held by financial investors to other persons including Transfer of any rights to such buyer at the time of sale by the financial investors, as long as the majority remains unchanged

- (e) The parties accept the rights accorded to DCIF according to the sustainability rules in appendix 2.
- (f) DCIF may demand that the auditor of the Company conducts a review of compliance, procedures, bookkeeping and administration of the Company, however, not more often than once every other year at its own costs.
- (g) If the Company is or becomes involved in joint taxation with other entities by a shareholder, and the Company as a consequence is imposed additional taxes or claims, which would not have been triggered, if the Company had not been a part of the joint taxation, DCIF is entitled to a cash compensation from that shareholder equivalent to DCIF's pro rata share of such additional taxes or claims paid or expensed by the Company

19.2 Concord Enviro has the following special obligations as long as DCIF is a shareholder of the Company:

- (a) Concord Enviro may not, and must ensure that Concord Group does not, directly or indirectly engage, financially, operationally or otherwise, in any form of activity that would conflict or be in competition with the Roserve Business Activities of the Company in the Relevant Geographic Area, unless approved by the board of directors under clause 8, provided however, that the aforesaid restriction shall not apply to any Existing Leases. Further, during the term of this Agreement the Company shall not engage financially, operationally or otherwise in any form of activity that would conflict or be in competition with the Concord Group Activities in the Relevant Geographic Area, except the Roserve Business Activities. However, for the avoidance of doubt the Company shall be entitled to provide O&M services on all plants owned by the Company, should the board of the Company decide so.
- (b) Concord Enviro must ensure that Rochem conducts its activities in a manner consistent with the law applicable to Rochem and its business, including competition and tax law
- (c) Concord Enviro must ensure that Rochem does not infringe the rights of any third party regarding intellectual property rights.
- (d) Concord Enviro must ensure that Rochem conducts its activities in accordance with the sustainability rules in appendix 2.
- (e) Concord Enviro must not themselves, and must ensure that Rochem does not, pay, nor authorise any payment related to the business of the Company nor commit an act (such as the offering, giving, receiving or soliciting of any improper advantage to influence the action of a person holding a public office or the action of an employee of a private company) that violates any applicable laws and international conventions in

respect of bribery or enter into any agreement pursuant to which any such prohibited payment will be made at any time.

- (f) Concord Enviro may not be in material breach of an agreement with the Company
- (g) Concord Enviro must ensure that its activities and Rochem's activities are in accordance with the law, including law on competition, tax and intellectual property rights.
- (h) Concord Enviro must promptly notify DCIF of anything which can have a material adverse effect on the Company.
- (i) Concord Enviro must not Transfer its shares in the Company as long as DCIF is a Shareholder in the Company, unless they have received a written consent from DCIF. Concord Enviro may however, Transfer its shares in the Company according to clause 19.1(a). The restriction on Concord Enviro to sell its shares in the Company does not apply after December 31, 2024.

## 20. Dissolution of the Company

- 20.1 If the Company is dissolved, all parties must use their best endeavours to ensure a correct and swift dissolution of the Company, including all necessary filings and registrations and payment of additional costs in order to avoid financial and reputational consequences.

## 21. Default

- 21.1 Any breach of the clauses 5-20 or clause 24 of this Agreement resulting in a Material Adverse Effect constitutes a material breach and default under this Agreement.
- 21.2 For the purposes of this clause 21, a 'Material Adverse Effect' means any default under this Agreement, that has or would reasonably be expected to have a material adverse change in or effect on the business, assets, liabilities and/or results of operations of the Company.
- 21.2A. Despite clause 21.2, any breach of the clauses 1.3, 6, 7, 8, 18A, 18 and 19 constitutes a default and a material breach of the Agreement.
- 21.3 If Rochem is in default of any obligation or agreement that it has entered into with the Company, Concord Enviro is in default of this Agreement according to clause 21.1, unless the default does not have a Material Adverse Effect on the Company
- 21.4 If a default is capable of remedy, a defaulting party must remedy the default no later than 30 days after becoming aware of the default.
- 21.5 If a default is not capable of remedy or the time-limit in clause 21.4 has expired, a non-defaulting Shareholder may demand that a defaulting Shareholder sells its entire shareholding to the non-defaulting shareholders according to the provisions in clause 18 with the necessary modifications. The defaulting Shareholder must furthermore pay a penalty fee amounting to 25% of the fair market value of the shares of the defaulting Shareholder to the non-defaulting Shareholder, subject to Applicable Laws.
- 21.6 In each case of a material breach of the Shareholders' obligations under this Agreement which is not capable of being remedied or cured within 30 days the defaulting Shareholder must pay INR 5,000,000 to the non-defaulting Shareholders pro rata to their shareholding.

FOR ROSEBERRY SIGNRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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Director

  
DIRECTOR





- 21.7 The rights and remedies in this clause 21 do not prevent the parties from remedies accorded to the parties by Applicable Law.
- 21.8 Despite clause 21.5 above, if the Company is operated in breach with IFU's sustainability rules DCIF may demand that Concord Enviro purchases DCIF's entire shareholding in the Company in accordance with clause 18 with the necessary modifications, at the DCIF Investment Amount plus 18 % p.a. XIRR.

## 22. Priority and Complete Effect

- 22.1 In the event of any conflict between the provisions of this Agreement and the Articles of Association of the Company, the terms of this Agreement prevail.
- 22.2 The parties shall use their best efforts to take, or cause to be taken, all actions to do or cause to be done all things necessary or desirable under Applicable Laws to consummate the transactions contemplated by, and the agreements and understanding contained in this Agreement. The Shareholders shall vote and shall take all other action necessary or required, to ensure that at all times the Articles of Association facilitate, and do not conflict with, the provisions of this Agreement.

## 23. Changes to the agreement

- 23.1 Any changes to this Agreement must be agreed between the parties, in writing, duly signed and dated.

## 24. Confidentiality

- 24.1 A party may not disclose any confidential information related to the business activities of the Company and this Agreement without the prior written consent of the other parties, except for disclosures required by law or stock exchange regulations or if the information is already disclosed or known to the recipient.
- 24.2 Despite clause 24.1, the parties may disclose the following information, including the (i) name of the business activity, (ii) names of the parties, (iii) business sector, (iv) names of the involved countries, (v) size of the party's financial participation, (vi) disbursed amount from the party, (vii) total amount expected to be invested in the project and (viii) expected and actual number of employees in the project.
- 24.3 This clause 24 replaces all other confidentiality agreements entered into between the parties.

## 25. Language

- 25.1 All written material provided by the parties to each other under this Agreement must be in English or attached a duly authorised English translation.

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

  
  
Director

  
DIRECTOR

**26. Notices**

- 26.1 Any notice between the parties, including legal documents and claims, must be in writing and (i) delivered personally, (ii) sent by registered post or airmail (return receipt requested) or internationally recognized courier, postage prepaid, (iii) sent by fax or (iv) sent by e-mail to the Notice Address of the party in question mentioned in Appendix 1.
- 26.2 If a party's Notice Address is incorrect or the party wishes to change its Notice Address, the party must notify the other parties of the change. Until such notice is served on the other parties, the party is deemed to have been notified if a notice has been sent to the existing Notice Address.

**27. Law and venue**

- 27.1 This Agreement is governed by Indian laws.
- 27.2 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination of this Agreement, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat and venue of arbitral proceedings shall be at Singapore.
- 27.3 The arbitral tribunal shall consist of 3 arbitrators. The chairman of the arbitral tribunal may be domiciled in a country in which one or more of the parties reside.
- 27.4 The language of the arbitration must be English, unless otherwise agreed between the parties.

**28. Waiver and Severability**

- 28.1 If any provision of this Agreement is determined to be invalid or unenforceable the remaining provisions of this Agreement shall nevertheless remain in place, effective and enforceable by and against the parties hereto and the invalid, illegal or unenforceable provision shall be deemed to be superseded and replaced by a valid, legal and enforceable provision which the parties mutually agree to serve the desired economic and legal purpose of the original provision as closely as possible.
- 28.2 No failure or delay by any party in exercising any claim, power, right or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof or of any other power, right or privilege. Any remedy or right conferred on a party for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

**29. Further Assurance**

The parties shall use their reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws and regulations to consummate or implement expeditiously the transactions contemplated by, and the agreements and understanding contained in this Agreement.

For ROSEVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

  
Director

  
DIRECTOR





**30. Counterparts**

This Agreement may be executed in multiple counterparts and delivered via facsimile, electronic mail or PDF copy each of which shall be deemed an original but all of which together shall constitute one and the same instrument

Date: 6<sup>th</sup> October, 2016

For DCIF:

IFU on behalf of DCIF, by power of attorney.



(signature)

**Morten Christiansen**  
Senior Vice President

(name and position)



(signature)

**Torben Huss**  
Executive Vice President

(name and position)

**For ROERVE ENVIRO PRIVATE LIMITED**

For the Company:



**Director**

(signature)

**PRERAK GOEL**

(name and position)

(signature)

(name and position)

For Concord Enviro:  
**FOR CONCORD ENVIRO SYSTEMS (P) LTD.**



(signature)

**DIRECTOR**

**PRERAK GOEL**

(name and position)

(signature)

(name and position)

For the **Other Shareholders:**

  
\_\_\_\_\_  
(signature)

PRERAK GOEL  
(name and position)

  
\_\_\_\_\_  
(signature)

PRAYAS GOEL  
(name and position)

## SCHEDULE 1

## FORMAT OF DEED OF ADHERENCE

THIS DEED OF ADHERENCE ("Deed") is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

## BY AND AMONGST

[NAME OF THE COMPANY], a company incorporated under the laws of India, bearing company identity number [●], and having its registered office at [●] (hereinafter referred to as the "Company" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors, liquidators and permitted assigns) of the FIRST PART;

## AND

[Name of transferor to be inserted], a company incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Seller" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors, liquidators and permitted assigns) of the SECOND PART,

## AND

[Name of transferee to be inserted] a company incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors, liquidators and permitted assigns) of the THIRD PART;

## AND

[Name of the non-transferring Party to be inserted (Concord Enviro or DCIF) an entity incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ (hereinafter referred to as "Continuing Shareholder" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors, liquidators and permitted assigns) of the FOURTH PART.

Each of parties of the First, Second, Third and Fourth Parts are hereinafter collectively referred to as "Parties" and individually as a "Party".

## WHEREAS

- (A) The Company, the Seller and the Continuing Shareholder entered into an investment agreement dated [●] and a shareholder agreement dated [●], 201\_ (the "Agreement").
- (B) The Seller proposes to Transfer \_\_\_\_\_ [nature of securities] of the Company held by it to the Purchaser at a price of INR, \_\_\_\_\_ per [nature of securities] and for an aggregate consideration of INR \_\_\_\_\_.
- (C) In accordance with the terms of the Agreement, the transferee, as a pre-condition of such Transfer of Securities to it, is required to execute this Deed and be bound by the terms of the Agreement. Accordingly, the Purchaser agrees to be bound by the terms of the Agreement pursuant to the Transfer of the Securities between the Seller and the Purchaser.

For ROSSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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 Director


 DIRECTOR



**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalized terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meanings ascribed thereto in the Agreement.
2. The Purchaser agrees with the Seller and the Continuing Shareholder to assume the obligations of the Seller under the Agreement and covenants with the other Parties to the Agreement to be bound by the terms of the Agreement in respect of the relevant obligations of the Seller.
3. The Purchaser hereby confirms that all provisions relating to its duties and obligations of any nature whatsoever under the Agreement are incorporated by reference herein and deemed to be part of this Deed to the same extent as if such provisions had been set forth in their entirety herein.
4. [Number of shares being transferred to be inserted] Securities are being transferred to the Purchaser by the Seller on the date of execution of this Deed.
5. The Purchaser hereby acknowledges and confirms that it has received a copy of, and has read and understood the Agreement, and covenants, agrees and confirms that it shall be bound by all provisions of the Agreement including with respect to the duties and obligations of the Seller contained therein and applicable to or binding on it under the Agreement and the Agreement shall have full force and effect on it, and shall be read and construed to be binding on it.
6. The Purchaser represents and warrants to the other Parties that its execution of this Deed has been duly authorized and that such execution or compliance with its terms will not now, or at any time in the future, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default or require any consent under, any agreement or other instrument that it has executed or by which it is bound, or violate any of the terms and provisions of its constitutional and/or statutory documents or any judgment, decree or order, Approval or any Law applicable to it.
7. The address for notices of the Purchaser for the purpose of clause 26 (Notices) of the Agreement is: \_\_\_\_\_
8. This Deed and any dispute arising out of or in relation to it, shall be governed and construed in accordance with the laws of the Republic of India.
9. The provisions of clause 27 (Law and venue) of the Agreement shall apply in relation to any dispute between the Parties to this Deed.
10. This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same deed and any Party may enter into this Deed by executing a counterpart.

**IN WITNESS WHEREOF** this Deed has been duly executed on the date written above

**[Company]**

Acting by \_\_\_\_\_ its duly authorized representative  
Witnessed by:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_

For ROSERVE ENVIRO PRIVATE LIMITED,

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

 Director

 DIRECTOR



**[SELLER]**

Acting by \_\_\_\_\_ its duly authorized representative

Witnessed by:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

**[PURCHASER]**

Acting by \_\_\_\_\_ its duly authorized representative

Witnessed by:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

**[CONTINUING SHAREHOLDER]**

Acting by \_\_\_\_\_ its duly authorized representative

Witnessed by:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

For ROERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

  
Director

  
DIRECTOR





Definitions and nomination of directors

1. Definitions of the parties		
"Company"	Name	Roserve India Private Limited
	Address	
	Registration number	
	Description	[●]
"DCIF"	Name	Danish Climate Investment Fund I/KS
	Address	c/o IFU Fredericiagade 27 1310 Copenhagen Denmark
	Registration number	35 63 67 06
	Description	DCIF is a Danish limited liability partnership managed by the Investment Fund for Developing Countries (IFU). DCIF is a public private partnership established by IFU, the Danish state and private investors with the purpose of generating returns for the limited partners by investing in climate projects in developing countries in accordance with DCIF's investment strategy
	Ownership percentage	49% of the Company's share capital
"Concord Enviro"	Name	Concord Enviro Systems Private Limited
	Address	101, HDIL Towers, Anant Kanekar Marg, Bandra (East), Mumbai – 400051, Maharashtra, India
	Company Identification Number	U45209MH1999PTC120599
	Description	Concord Enviro is a company incorporated under the Companies Act, 1956 as a private limited company
	Ownership percentage	49% of the Company's share capital
"Other Shareholders"	Name	Mr Prayas Goel
	Address	1101 Eben Ezer, Tagore Road, Santacruz West, Mumbai – 400054, Maharashtra, India
	Permanent Account Number	AAKPG50380
	Description	An Indian national aged about 39 years.
	Ownership percentage	1%
	Name	Mr Prerak Goel
	Address	1001 Eben Ezer, Tagore Road, Santacruz West, Mumbai – 400054, Maharashtra, India,
	Permanent Account Number	AAKPG8954B
	Description	An Indian national aged about 37 years.
	Ownership percentage	1%
2. Definition of "Notice Addresses"		
Company	Post	Same as address in item 1.

FOR CONCORD ENVIRO SYSTEMS PRIVATE LIMITED

Director

FOR ROSERVE INDIA PRIVATE LIMITED

Director



	Fax	N/A
	E-mail	
DCIF	Post	Same as address in item 1.
	Fax	+45 33 63 75 96
	E-mail	ifu@ifu.dk
Concord Enviro	Post	Same as address in item 1.
	Fax	N/A
	E-mail	Mr. Prerak Goel, prerak@concordenviro.in
Other Shareholders	Post	Same as address in item 1.
	Fax	N/A
	E-mail	Prayas Goel: prayasgoel@rochemindia.com
	Post	Same as address in item 1.
	Fax	N/A
	E-mail	Prerak Goel: prerakgoel@rochemindia.com
<b>3. Other definitions</b>		
'Affiliate'	Shall mean with respect to any person, any other person directly or indirectly controlling controlled by or under common control with such person and shall include an associate and with respect to a person being an individual shall mean the relatives of such person and the entities controlled by or together with such relatives;	
'Applicable Laws'	Shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree by-law, approval of any Competent Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Competent Authority having jurisdiction over the matter in question, in effect at the relevant time	
'Board' or 'Board of Directors'	Shall mean the board of directors of the Company;	
'Business Plan'	Shall mean and refer to the business plan approved by the board setting forth, inter alia, (i) the plan of the Company relating to its business, which shall include a comprehensive project plan, milestones and any other specifications, identifying the activities to be undertaken and a time table for completion thereof; (ii) yearly projections of profit and loss, balance sheet and sources and uses of funds, including a yearly budget for implementation of the business activities, including capital and revenue expenditure ('Budget'); (iv) the manner of funding of the Budget, including debt and equity components and the agreed schedule for the said funding.	
'Competent Authority'	Shall mean any governmental, semi-governmental, administrative, fiscal judicial or quasi-judicial body, department, commission, authority, Tribunal, agency or entity exercising powers conferred on it by the force of law	
'Concord Group'	Shall mean and include all Affiliates.	

FOR CONCORD ENVIRO SYSTEMS PVT LTD

DIRECTOR

FOR ROSSERVE ENVIRO PRIVATE LIMITED

Director

	subsidiaries or associate companies of Rochem and Concord Enviro																														
"Concord Group Activities"	<p>Shall mean and refer to the following activities directly or indirectly undertaken by the Concord Group within India including inter alia, manufacture operations and maintenance of</p> <ul style="list-style-type: none"> <li>(i) Sea water desalination,</li> <li>(ii) Water and water treatment,</li> <li>(iii) Industrial waste water recycling;</li> <li>(iv) Membrane based water and waste water treatment;</li> <li>(v) Membrane based water and waste water recycling;</li> <li>(vi) Zero Liquid Discharge.</li> </ul>																														
"Danish Component"	Shall mean a component supplied or manufactured by a company or a subsidiary of a company that is registered as a commercial entity in Denmark and has business operations in Denmark.																														
"DCIF Investment Amount"	Shall mean and refer to DCIF's actual invested capital in the Company which does not exceed the Total Commitment as per the terms of the Investment Agreement.																														
"Distribution Model"	If the IRR on the shares is less than 12% in INR but higher than 7% in INR, DCIF must be entitled to the Other Shareholders' share of the differential return above 7% until DCIF has received a return of 12 % in INR. If DCIF has received a return of 12 % in INR the remaining cash must be divided pro rate between the Shareholders.																														
"DKK"	Danish Kroner																														
"ETP"	Effluent treatment plant.																														
Existing Leases	<p>Shall mean and refer to the following operating leases executed by Concord Group prior to the signing of the Investment Agreement and this Agreement:</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Lessor:</th> <th>Client:</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Reliance Capital</td> <td>Tata Motors.</td> </tr> <tr> <td>2</td> <td>Rochem India</td> <td>Tata Motors.</td> </tr> <tr> <td>3</td> <td>Reliance Capital</td> <td>RSWM</td> </tr> <tr> <td>4</td> <td>Rochem Separation System</td> <td>AB Mauri – Kalyani.</td> </tr> <tr> <td>5</td> <td>Reliance Capital</td> <td>AB Mauri – Chiplun</td> </tr> <tr> <td>6</td> <td>Reliance Capital</td> <td>Ceirn India Ltd.</td> </tr> <tr> <td>7</td> <td>Reliance Capital</td> <td>Superior Industries Ltd.</td> </tr> <tr> <td>8</td> <td>Tata Capital</td> <td>Essar Energy Ltd.</td> </tr> <tr> <td>9</td> <td>Siemens Financial Services Ltd.</td> <td>Kopargon Sahakari Sakhar Karkhana</td> </tr> </tbody> </table>	Sr. No.	Lessor:	Client:	1	Reliance Capital	Tata Motors.	2	Rochem India	Tata Motors.	3	Reliance Capital	RSWM	4	Rochem Separation System	AB Mauri – Kalyani.	5	Reliance Capital	AB Mauri – Chiplun	6	Reliance Capital	Ceirn India Ltd.	7	Reliance Capital	Superior Industries Ltd.	8	Tata Capital	Essar Energy Ltd.	9	Siemens Financial Services Ltd.	Kopargon Sahakari Sakhar Karkhana
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FOR CONCORD ENVIRO SYSTEMS (P) LTD.

DIRECTOR

FOR ROSEMERE ENVIRO PRIVATE LIMITED

Director

	10	Tata Capital	Jubilant Ltd.
	11	Rochem Separation Systems	Ranipet Tannery Effluent Treatment Company Ltd.
	12	Siemens Financial Services Ltd.	SAF Yeast Ltd.
"GEF"	AFHoldings, a company organised under the laws of Mauritius, with Registration number 125256 C1/GBL and having its principal place of business at c/o Trident Trust Company (Mauritius) Limited, 5th Floor, Barkly Wharf, Le Caudan Waterfront, Port Louis, Mauritius.		
"General Meeting"	Shall mean the meetings of the Shareholders, whether annual meeting or extra-ordinary in nature		
"IFRS"	International Financial Reporting Standards.		
"IFU"	The Investment Fund for Developing Countries.		
"IFU Entities"	Shall mean and refer to any entity controlled by IFU.		
"Investment Agreement"	An Investment agreement entered into between DCIF, Concord Enviro and the Other Shareholders and dated [●].		
"INR"	Indian Rupees.		
"IPO"	Initial public offering.		
"Material Asset"	Shall mean and refer to assets of the Company including ETP solutions and any other assets with a book value higher than INR 500,000.		
"National Holiday"	Includes Republic Day i.e. 26th January, Independence Day i.e. 15th August, Gandhi Jayanti i.e. 2nd October and such other day as may be declared as National Holiday by the central government of India.		
"Purchase Limit"	The equivalent of INR 1,000,000.		
"Relevant Geographic Area"	India.		
"Rochem"	Rochem Separation Systems India Private Limited, a company incorporated under the Companies Act, 1956 as a private limited company, with Company Identification Number U24100MH1991PTC064068 and having its registered office at 101, HDIL Towers, Anant Kanekar Marg, Bandra (East), Mumbai - 400051, Maharashtra, India		
Roserve Business Activities	Shall mean operating leases of ETP's.		
"Securities"	Shall mean the Company's shares, debentures or any options, warrants, convertible preference shares, loans or such other class or series of shares or security that may be issued by the Company from time to time, which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase shares of the Company.		
"Shareholders"	DCIF and the other parties stated above in no.		

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

DIRECTOR

FOR ROSERVE ENVIRO PRIVATE LIMITED

Director

	<b>1 – Definitions of the parties.</b>
"Shareholders' Related Parties"	Shall mean and refer to related parties as defined under section 2(76) of the Companies Act, 2013, amended from time to time.
"Transfer"	Shall mean, to sell, gift, give, assign, transfer, transfer any interest in trust, mortgage, alienate, hypothecate, pledge, encumber, any encumbrance on, any Shares or any right, title or interest therein or otherwise dispose of in any manner whatsoever voluntarily or involuntarily including, without limitation, any attachment, assignment for the benefit of creditors against the Company or appointment of a custodian, liquidator or receiver of any of its properties, business or undertakings, but shall not include transfer by way of testamentary or intestate succession
"XIRR"	Shall mean the discount rate at which the present value of cash outflows equals the present value of cash inflows as of the Closing Date. The XIRR will be determined in accordance with the XIRR Calculation Method. The
"XIRR Calculation Method"	Shall mean the method for determining the XIRR by using the exact dates of cash outflows and cash inflows, and using the XIRR function in Microsoft Excel to determine the XIRR based on the above mentioned cash flows.
<b>4. Nomination of directors</b>	
The board of directors consists of 3 directors. 1 director must be independent. The directors are nominated by the Shareholders as follows:	
DCIF	1 director
Concord Enviro	1 director

For ROSEVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

  
 Director

  
 DIRECTOR




# SUSTAINABILITY RULES

For RESERVE ENVIRO PRIVATE LIMITED

  
Director

FOR CONCORD ENVIRO SYSTEMS LTD.

  
DIRECTOR





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**APPENDICES**

- A. IFU's sustainability policy of November 2014 and anti-corruption guidelines
- B. Sustainability status report form

For **ROSERVE ENVIRO PRIVATE LIMITED**

FOR **CONCORD ENVIRO SYSTEMS (P) LTD.**

  
Director

  
DIRECTOR



  
2



**1. Background and definitions**

- 1.1 These sustainability rules are based on IFU's sustainability policy. The concept of sustainability in IFU's sustainability policy and these sustainability rules covers human rights, labour rights, occupational health & safety, environmental, anti-corruption, animal welfare, HIV/AIDS and community development issues. IFU's sustainability policy is attached as appendix A.
- 1.2 These sustainability rules are part of an agreement between DCIF and DCIF's business partners (the "Main Agreement") and are attached as an appendix to the Main Agreement.
- 1.3 The Main Agreement concerns DCIF's investment in the Company as defined in the Main Agreement. The Company in which the proposed business activities of effluent treatment services will take place is referred to in these sustainability rules as the "Project Company". All other terms in these sustainability rules are defined in the Main Agreement, unless otherwise specifically defined in these sustainability rules.

**2. Duties of the parties**

- 2.1 The Project Company and all the Shareholders must ensure that the Project Company complies with IFU's sustainability policy (and additional specific policies or guidelines where relevant) as updated from time to time.
- 2.2 The duties according to these sustainability rules rest on the Project Company and all the Shareholders.

**3. Conditions**

- 3.1 The conditions regarding sustainability referred to in the Main Agreement are as follows:
- (a) DCIF has received, to its satisfaction, a sustainability action plan according to clause 5.

**4. Sustainability standards**

- 4.1 In addition to local regulations, the relevant standards for the assessment and management of sustainability issues in the Project are (tick at least one):
- IFC Performance Standards on Social and Environmental Sustainability, including relevant environmental, health and safety guidelines

**5. Sustainability action plan**

- 5.1 As the Project Company will be undertaking business activities which will be considered as "brownfield" activities, the following applies to the sustainability action plan:
- (a) The purpose of the sustainability action plan is to address and mitigate the deviations, if any, between the current practice of the Project Company and the relevant standards according to clause 4, and to describe the actions to be taken by the Project Company to live up to these standards.
- (b) The sustainability action plan must contain at least the following elements:

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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Director

  
DIRECTOR



Sustainability issue	Deviations between current practice and international standards	Corrective activity and how this will be implemented	Timeframe for implementation

5.3 The table in the sustainability action plan must at least be completed with regard to the following sustainability issues:

- (a) Adoption of a written sustainability policy for the Project Company approved by top management and communicated to the entire organisation. The policy must include significant sustainability issues relevant to the Project and special focus areas, if relevant (e.g. sector specific issues).
- (b) Appointment of a person with overall responsibility for sustainability in the Project Company, including the management of activities and resources and the delegation of tasks.
- (c) Establishment of a system to approve and implement sustainability decisions relevant to the company size and sector as well as the environmental, economic, political, cultural and social context in which the Project Company operates.
- (d) Inclusion of sustainability issues in interactions with suppliers and business partners.

5.4 DCIF may require that external specialists assist the company in implementing the sustainability action plan.

## 6. Sustainability status report

6.1 The Project Company must submit a sustainability status report once a year to the Project Company's board of directors for approval. The sustainability status report must be submitted to the board at the same time as the Project Company's annual accounts and follow the Project Company's financial year. A copy of the approved sustainability status report must be sent to DCIF.

6.2 The purpose of the sustainability status report is to strengthen the management of sustainability issues and support continued improvement by (i) reviewing the progress of the necessary actions in the sustainability action plan and previous sustainability status reports and (ii) proposing new actions to be taken in the next financial year.

6.3 The sustainability status report must be in the form attached as appendix B and describe.

- (a) Sustainability commitment, competences and management.
- (b) Progress on the implementation of the sustainability action plan.
- (c) Sustainability activities and results in the previous financial year.
- (d) Monitoring of key sustainability issues.
- (e) Identification of any new sustainability issues or risks.
- (f) Sustainability related communication and training

For ROSERVÉ ENVIRC PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

  
Director

  
DIRECTOR



**7. Serious Incidents**

7.1 The Project Company must report any serious incident regarding significant sustainability issues to the Project Company's board of directors and DCIF as soon as the incident becomes known to the Project Company. The report must include a plan for corrective action and follow-up.

**8. General obligations when reporting**

8.1 All reporting according to clauses 5-7 must be correct, sufficient and not misleading.

8.2 The sustainability action plan and the sustainability status reports must either include any recommendations from external advisors known to the Project Company at the time of submitting the sustainability action plan, including findings in an ESIA report, if any, or explain why recommendations have not been included

For ROSERVE ENVIRO PRIVATE LIMITED

  
Director

FOR CONCORD ENVIRO SYSTEMS (F) LTD.

  
DIRECTOR





## RULES OF PROCEDURE

for

the board of directors

of

Reserve India Private Limited

For RESERVE ENVIRO PRIVATE LIMITED

  
Director

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

  
DIRECTOR



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For RESERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (F) LTD.

  
Director

  
DIRECTOR





**1. Duties prior to election**

- 1.1 Prior to the election at a general meeting of shareholders, the candidates must disclose any managing activities and other information as required under the Companies Act, including board memberships and directorships, in all other public and private limited companies.

**2. Alternate director**

- 2.1 The board may appoint a person, not being a person holding any alternate directorship for any other director in the Company, to act as an alternate director for a director during his absence for a period of not less than 3 months from India ("Original Director") to:

- 2.1.1 exercise the Original Director's powers; and  
2.1.2 carry out that director's responsibilities in relation to the taking of decisions by the directors in the absence of the Original Director.

- 2.2 Any appointment of an alternate director shall take place as the first item of business at the meeting of the board next following receipt by the Company of such nomination. Upon appointment, the alternate directors shall be:

- 2.2.1 deemed for all purposes to be directors,  
2.2.2 liable for their own acts and omissions;  
2.2.3 subject to the same restrictions as the Original Directors; and  
2.2.4 not deemed to be agents of or for their Original Directors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of the board and of all meetings of committees of the board of which the Original Director is a member.

- 2.3 An alternate director's appointment as an alternate shall terminate:

- 2.3.1 when the Original Director returns to India or makes himself available for participating in the meetings of the board or any committee thereof, as the case may be;  
2.3.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Original Director, would result in the termination of the Original Director's appointment as a director;  
2.3.3 on the death of the alternate's Original Director, or  
2.3.4 when the alternate's Original Director's appointment as a director terminates.

**3. Replacement of nominee**

- 3.1 Except where a director is required by Applicable Law to vacate office, no director shall be removed during the term for which such director was elected without the consent of the Shareholder which recommended the appointment of such director on the board. Notwithstanding the foregoing, a party may ask for removal, substitution or recall for any reason, of any of the directors recommended by such party and such director shall be bound by the direction of removal, substitution or recall.

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

3

  
Director

  
DIRECTOR



3.2 Each Shareholder agrees to co-operate with the other Shareholders in convening a meeting of the Shareholders of the Company to effect such nomination, removal or replacement and to vote in favour thereof, if so required

**4. The chairman and deputy chairman of the board of directors**

4.1 A constituting board meeting must be held as soon as possible after each annual general meeting. At this meeting a chairman and a deputy chairman must be elected by the board. In case of parity of votes, the election is by lot.

4.2 The board or any committee thereof and all general meetings where he is a member and all general meetings shall be presided by the chairman. Any question about any particular matter of the Company must be addressed to the chairman by the CFO and senior management, who will arrange for the submission of the matter to the board for information or decision at a subsequent board meeting.

4.3 In case of the chairman's absence, the deputy chairman takes his place.

**5. Frequency, notice and place of board meetings**

5.1 Board meetings must be held when the chairman deems it necessary or when requested by a board member, the managing director or manager or secretary.

5.2 No less than 4 board meetings must be held each calendar year in such a manner that not more than 120 days shall intervene between 2 consecutive meetings of the board.

5.3 Notice of a board meeting must be given at least 14 days before the meeting. Notice may be waived or a board meeting may be called by giving shorter notice after obtaining the prior written consent of majority of the directors, which must include the director nominated by DCIF and Concord Enviro. The notice must specify the agenda and the notice be given to each director by hand delivery or by post or email to all the directors. The notice must include copies of all enclosures to the agenda and other relevant papers; otherwise the enclosures must be specified in the notice and be forwarded by courier simultaneously with the notice.

5.4 Board meetings must be held at the Company's head office or at another location unanimously determined by the board. The participation of directors in a meeting of the board may be either in person or through video conferencing or other audio visual means. Directors who are not physically present at the board meeting or who have not joined the board meeting via video conference, shall be entitled to join via tele conference or any other manner, provided however, such directors shall not be considered for the purposes of computation of the quorum and such directors shall not be entitled to cast a vote at such board meeting. The board may make decisions by written resolution without the holding of a board meeting, according to clause 8.3.

**6. Participants in board meetings**

6.1 Members of the Company's management may, unless the board decides otherwise, attend the board meetings and speak, but without the right to vote.

6.2 The Company's auditor may participate in the board meeting when the annual accounts or statements issued by the auditor are on the agenda if the board feels the same is necessary and requests the auditor.

For ROSEVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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Director

  
DIRECTOR





6.3 A director and alternate director may be accompanied by an advisor to the board meetings of the Company. Such an advisor is entitled to speak on behalf of the director he is advising, but without the right to vote.

**7. Agenda of board meetings**

7.1 The agenda of all board meetings must include at least the following items:

7.1.1 Approval of notice, quorum and agenda

7.1.2 Presentation of the Company's accounts and financial results since the last board meeting (if available) or quarterly unaudited financial reports, the minutes of the last board meeting and any reports from the auditor not previously presented to the board of directors. The minutes and the audit reports must be signed by the board of directors.

7.1.3 Report from the CEO/senior management on the Company's activities since the last board meeting.

7.1.4 Issues for resolution.

7.1.5 Any other business.

7.1.6 Place and time of next board meeting.

7.2 At least once every 6 months, the agenda must include a discussion of the detailed list of all legal compliances of the Company prepared by the CEO/senior management. The list must among other things include a list of the returns pending to be filed (accounts and other returns), payment of taxes due and of other statutory dues, delayed remittances, penalties/additional levies paid or payable to statutory authorities, prosecution notices received, any pending litigation proceedings and action taken or to be taken and status of such issues

7.3 At least once during the financial year, the agenda must include the following items for decision:

7.3.1 Approval of the senior management's report on the Company's overall insurance matters, including a description of the essential principles for insurance coverage of the individual insurance policies together with the management's opinion on the insurance coverage and its adequacy with respect to the risks and sums insured.

7.3.2 Whether a directors' and officers' liability insurance (D&O) should be taken out or renewed and whether the coverage is adequate.

7.3.3 Approval of the management's report on the Company's overall financial position including equity, liquidity and credit facilities and its adequacy in the light of the activities of the Company.

7.3.4 Whether and to what extent the Company must pay for board members' travel, lodging and related expenses and recommendation, if any, to the general meeting on the directors' fee.

7.3.5 Revision, if any, of the board's instructions and guidelines to the management.

7.3.6 Approval of the agenda for the annual general meeting.

For ROERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (PVT) LTD

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Director

  
DIRECTOR





7.3.7 Possible amendments of the Company's objective or strategy.

7.3.8 Approval of the sustainability status report and possible amendments to the sustainability policy of the Company (must be discussed at the same meeting as the annual report is approved).

7.3.9 Review and assessment of the management's performance.

7.4 At least once every second year, the agenda must include the following items:

7.4.1 Self-evaluation of the board of directors, including an evaluation of the performance of the individual board members and of the board as a whole

7.4.2 Review of the Company's corporate governance policies.

## 8. Quorum and resolutions of the board of directors

8.1 The board of directors forms a quorum when more than half of all board members or 2 directors, whichever is higher are present and the participation of the directors by video-conferencing or by other audio visual means shall also be counted for the purposes of quorum. The quorum at a board meeting shall be subject to the terms and conditions agreed between the parties at clause 7.8 and 7.9 of the Shareholders Agreement. The quorum must in any case include the nominee directors appointed by DCIF and Concord Enviro.

8.2 Resolutions are passed by simple majority. In case of equality of votes except for Reserved Matters, the chairman has a casting vote.

8.3 The chairman may put forward a resolution by way of a circular letter in the manner provided under section 175 of the Companies Act, 2013. The chairman must obtain a written consent from all board members and cause the resolution to be entered into the minute book of proceedings and a copy hereof to be delivered without undue delay to the board members.

## 9. Minutes of the board meeting

9.1 The chairman must ensure that detailed minutes are taken of the board meetings. A board member or a manager or auditor participating in the meeting may have his opinion entered into the minutes.

9.2 The draft minutes of a board meeting must be sent to the board members and other relevant participants within 10 business days of the board meeting being held. If a board member or another relevant participant have any objections or comments to the minutes, such objections or comments must be communicated to the chairman in writing no later than 10 business days after receipt of the minutes.

9.3 The final minutes must at the first following board meeting be approved and signed by all board members.

## 10. Conflicts of interest

10.1 A board member must notify the chairman of any instances which may imply a possible conflict of interest.

For ROSEVE ENVIRO PRIVATE LIMITED

For CONCORD ENVIRO SYSTEMS (P) LTD.

  
Director

  
DIRECTOR



10.2 A board member may not participate in board meetings in which the board member has a conflict of interest, including among other things discussions regarding agreements between the Company and himself or in which he has a significant interest

10.3 A board member may not participate in the vote on a resolution regarding whether the board member in question has a conflict of interest or not

## 11. Confidentiality

11.1 A board member may not disclose any non-public or confidential information, which has come to his knowledge in the course of the performance of his duties as a board member unless the board in each specific matter has decided otherwise.

11.2 Irrespective of clause 11.1, board members may pass on confidential information to the shareholder who nominated him, provided such information is treated confidentially.

## 12. Duties of the board of directors

12.1 The board must arrange for an appropriate and secure organisation of the Company's activities and ensure that the Company is managed in an appropriate and secure manner and in accordance with the relevant corporate legislation, with the articles of association of the Company and of other relevant legislation

12.2 The board's supervision of the management is exercised through the management's reporting in the form of written management reports with accompanying accounts and through discussions with the members of the management at the board meetings.

12.3 The board of directors must assess on a continuous basis whether the Company's overall financial position is at all times appropriate in relation to the operations and activities of the Company.

12.4 The board of directors determines, upon a proposal from the management, the Company's objectives, strategies and action plans as well as investments policies including the limits and risks.

12.5 In the overall supervision of the Company and its activities the duties of the board of directors must include

12.5.1 ensuring that the management establishes and maintains books, registers and minutes in accordance with the relevant corporate legislation, including (i) a shareholders' register, (ii) minutes of the board meetings or committees (hereof and the general meetings and (iii) auditor's reports from the auditor to the board of directors and to the management;

12.5.2 ensuring that the books, accounts, registers and reports are kept by a responsible and trusted employee of the Company appointed by the board or by an independent company secretary; entries must be in chronological order and with consecutive pagination;

12.5.3 following up on plans, budgets, management's reports, etc.;

12.5.4 reviewing the Company's accounts, etc., during each financial year, including an evaluation of the budgets;

For ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

7

  
Director

 DIRECTOR



12.5.5 ensuring the existence of a sufficient basis for the audit and

12.5.6 ensuring that the management establishes and maintains acceptable policies for corporate social responsibility, environment, including business ethics and health and safety for employees.

12.6 The board of directors may establish permanent or ad hoc committees in order to attend to the various functions of the board. Such committees may not pass resolutions or transact business on behalf of the board, unless specifically empowered to do so by the board in writing.

**13. Remuneration**

13.1 The board of directors decide to what extent the Company must reimburse the directors for their travel, lodging and related expenses in connection with board meetings. The general meeting decides to what extent the board members can receive fees, bonuses, pension schemes and other remuneration in accordance with Applicable Law.

**14. Shareholders' agreement**

14.1 The board of directors is aware that the shareholders have agreed that certain provisions of the Shareholders' Agreement take precedence over these rules of procedure and the Company's articles of association

**15. Amendments**

15.1 Amendments to these rules of procedure require the approval of DCIF and Concord Enviro.

As approved at the board meeting on \_\_\_\_\_

Board of directors:

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\_\_\_\_\_

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FOR ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

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*F*  
Director

*F*  
DIRECTOR

*F*

### 1. Scope

IFU is a development finance institution providing share capital participation, loans and guarantees on commercial terms to the private sector in developing countries and emerging markets. IFU's strategic objective is to be Denmark's main engine for shaping and enhancing sustainable and profitable private sector growth opportunities in developing countries in collaboration with Danish know-how, risk capital and commercial enterprises.

This sustainability policy defines sustainability - in the context of sustainable development - as the framework for the environmental, social and governance (ESG) requirements in IFU's investee companies. IFU-managed funds and their investee companies (hereafter collectively referred to as investees) and strives to achieve high sustainability standards. IFU's board of directors, management, employees and advisers must act in accordance with this policy.

### 2. Commitment to sustainable development

IFU is committed to ensuring that investees reduce sustainability risks and contribute to sustainable development, which IFU believes adds value to the investee and enhances business opportunities.

The investees must continuously work towards achieving satisfactory long term results within sustainability, and such activities must be anchored in the business plan. Investees should contribute to creating jobs and income, improving corporate governance, sound environmental and social performance and development in the local community.

IFU has signed up to the UN Global Compact principles. IFU promotes these principles, and through its investments IFU strives to create shared value by:

- Respecting and promoting **all basic human rights**, including **labour rights** and **occupational health and safety**, and address adverse human rights impacts that the investment may cause or contribute to. This includes providing for or cooperating in the remediation of affected individuals and communities.
- Enhancing **positive development effects**, including creation of jobs and income, payment of taxes, contribution to government revenue, transfer of know-how and cleaner technologies, training and education, gender equality, community health and food security and other corporate social responsibility related activities.
- Securing **good corporate governance and business ethics**, including **anti-corruption**, **anti-fraud**, **transparency** and **stakeholder engagement**.
- Improving **environmental performance** through a preventive and precautionary approach that addresses environmental challenges, including **climate change**, **loss of biodiversity** and **land use changes**.
- Ensuring **good animal welfare**, including proper treatment of animals used in food production and for other commercial purposes and testing.

In this way IFU seeks to contribute to the UN Millennium Development Goals and the UN Sustainable Development Goals.

### 3. Appraisal process

Identifying sustainable development effects is an integrated part of the appraisal process, and IFU expects its partners to share IFU's aspirations regarding sustainability. IFU requires investees to comply with national regulations in the host country in which they operate and work towards implementing international standards. International standards are based on UN,

For ROSEVE ENVIRO PRIVATE LIMITED

FOR CONLOGO CIVINO SYSTEMS (PVT) LTD.

ILO and OECD conventions, declarations, agreements and principles. Standards could include the IFC Performance Standards or other credible, globally or regionally recognised standards that encourage continual improvements. For each investee, international standards are defined as specifically and operationally as possible.

During the appraisal process risks, impacts and mitigation measures related to each investment are assessed, considering factors such as the sector, technology, location, host country regulations, climatic conditions and cultural issues. This process identifies the significant issues that are relevant for the investee, and an assessment is made of the extent to which international standards are or will be implemented. An action plan with a reasonable time schedule to meet these standards and comply with IFU's sustainability requirements<sup>1</sup> is elaborated, as appropriate for each investee. The action plan must be approved by the project partners, including IFU, and is a condition for IFU's disbursement.

#### 4. Sustainability requirements

In order to implement IFU's sustainability policy, IFU requires investees to:

- Operate in compliance with host country regulations.
- Comply with international standards for significant issues identified during appraisal
- Adopt a written sustainability policy approved by their board of directors or similar governance body, which is communicated to relevant stakeholders.
- Appoint a person with overall responsibility for sustainability, including the management of activities and resources and delegation of tasks.
- Establish a system to ensure continuous improvement and implement sustainability decisions relevant to the company size and sector as well as the environmental, economic, cultural and social context in which the activity operates.
- Promote sustainability issues in interaction with suppliers and business partners.
- Prepare an annual report that provides a status on sustainability issues, including the implementation of the action plan, for discussion and approval by their board of directors or similar governance body. A copy of the report must be sent to IFU.

#### 5. Exclusion list

IFU will not finance activities that are set out in IFU's exclusion list<sup>2</sup>.

#### 6. Active ownership

IFU seeks active ownership of investees through board membership, where IFU shares and disseminates its experience, facilitates networking and partnerships regarding the business environment and sustainability issues. Where IFU is a lender only, IFU also works to have a similar influence as when IFU is a shareholder.

<sup>1</sup> Specified in IFU's Sustainable Investment Handbook, which can be found at <http://www.ifu.dk/en/sustainability-handbook>

<sup>2</sup> IFU has adopted the EDFI exclusion list, which can be found at <http://www.ifu.dk/en/exclusion-list>



IFU monitors each investee's sustainability activities through visits, reports and dialogue to ensure improvements over time. In case an investee breaches this policy, IFU is entitled to take the necessary measures, including exiting the investment.

IFU has developed a number of tools and templates to support sustainability efforts in investees, and draws on its regional offices and global network of advisers.

### 7. Stakeholder dialogue

IFU is committed to stakeholder engagement and will, where appropriate, engage in policy dialogue with all relevant stakeholders in society on issues related to sustainability. IFU seeks continuous dialogue with its stakeholders to keep up to date with developments within sustainability to be able to take qualified decisions and act proactively on stakeholder concerns.

IFU cooperates with other development finance institutions to harmonise environmental, social and governance procedures. Harmonisation improves efficiency during appraisal, monitoring and the engagement process, as well as simplifies and increases negotiation leverage towards investees.

### 8. Transparency and accountability

IFU provides transparent, accountable information about IFU's sustainability activities and performance and continuously endeavours to improve the quality of this information.

IFU encourages investees to be transparent and informative about their business and performance in order to create the best possible platform for a continuous and proactive stakeholder dialogue.

### 9. Grievances

Complaints related to investees should be promptly addressed in a manner that is fair, objective and constructive. IFU encourages investees to establish a procedure to handle complaints by individuals and communities who may be adversely affected by the activities of the investee. If the investees do not effectively respond to complaints, IFU has a grievance mechanism through which stakeholders can report alleged breaches of this policy.

The above policy was approved by IFU's Board of Directors on 20 November 2014.

FOR ROSSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

  
  
Director  
DIRECTOR

Project companies co-financed by IFU are required to prepare an annual sustainability status report to be approved by the board of directors. These guidelines will help you write a sustainability status report in accordance with IFU's sustainability policy.

The purpose of the sustainability status report is to support and strengthen the management of significant sustainability issues in your company and to encourage continuous improvement. It is your responsibility to ensure an objective, balanced presentation of your company's performance.

Sustainability covers human rights, labour rights, occupational health and safety, environmental issues, anti-corruption, animal welfare and community development aspects. A handbook describing IFU's sustainability policy and requirements can be downloaded from <http://www.ifu.dk/en/service/news-and-publications/publications>

#### How to use the guidelines:

- All questions must be answered fully. A "yes" answer must be followed by a short description of your initiatives and results. If you answer "no" you should explain why, e.g. "no new solutions since last year".
- If an issue is not relevant, e.g. if you have no wastewater emission, you can state "not applicable". You cannot use "not applicable" to state that you have no activities in the given field or that the issue has not been addressed by the company. It is not acceptable to write "not applicable" when asked about something compulsory like an emergency response programme.
- Answers must describe what has occurred during the reporting period. You may describe previous activities to explain results gained during the reporting period.
- You can write directly into this template or copy the headlines into your own document. There is no limit to the amount of text – the column will expand automatically as you type.
- You may answer a question by referring to your existing sustainability report and enclose it. If you already have a sustainability report that adequately answers the questions in this guideline, you can make a clear reference to the sustainability report by specifying the page and section where the answer to each question can be found.
- The last column provides explanations and inspiration as to what the answer should include.

#### Deadline

The deadline for the annual sustainability status report is the same as for submitting the annual financial reporting (including the first sustainability status report), which must be submitted no later than 3 months after the end of each fiscal year.

Please contact IFU's sustainability unit if you have any questions, comments or suggestions for improvements

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

For ROSSERVE ENVIRO PRIVATE LIMITED

DIRECTOR

Director

No.	Question	Answer	What to include																					
1	Company profile																							
1.1	Name of company																							
1.2	Products and services		Describe products and/or services provided.																					
1.3	Company location		State town, country and how close the site is to residential areas and nature reserves or other sensitive environments.																					
1.4	Number of employees. State the number of employees at the reporting date or any other date as close to the reporting date as possible.  The number should include employees in subsidiaries/daughter companies, which are companies that are owned 50% or more by the reporting company.	<table border="1"> <thead> <tr> <th>Validation date:</th> <th>White collar employees</th> <th>Blue collar employees</th> </tr> </thead> <tbody> <tr> <td>Permanent male employees</td> <td></td> <td></td> </tr> <tr> <td>Inourced male employees</td> <td></td> <td></td> </tr> <tr> <td>Permanent female employees</td> <td></td> <td></td> </tr> <tr> <td>Inourced female employees</td> <td></td> <td></td> </tr> <tr> <td>Employees working with construction activities male + female</td> <td></td> <td></td> </tr> <tr> <td colspan="3"><b>Total employees:</b></td> </tr> </tbody> </table> <p>Total employees below the age of 25 years:</p>	Validation date:	White collar employees	Blue collar employees	Permanent male employees			Inourced male employees			Permanent female employees			Inourced female employees			Employees working with construction activities male + female			<b>Total employees:</b>			<p>State number of employees using the following definitions:</p> <ul style="list-style-type: none"> <li>Permanent employees mean people employed directly in the company fulltime (FT) or part-time.</li> <li>Inourced employees include people employed by an external company (e.g. an employment agency) but performing a permanent job which just as well could have been performed by the company itself.</li> <li>Employees working in construction (either own or through an external contractor) mean people working with construction/maintenance and/or repairs on or of the company.</li> </ul> <ul style="list-style-type: none"> <li>Total employees are the sum of the above</li> </ul>
Validation date:	White collar employees	Blue collar employees																						
Permanent male employees																								
Inourced male employees																								
Permanent female employees																								
Inourced female employees																								
Employees working with construction activities male + female																								
<b>Total employees:</b>																								
1.5	Employee turnover rate during the reporting period		State the percentage of new employees hired to replace employees that have left during the reporting period. If the employment turnover rate is high, please explain why.																					
2	Report profile																							
2.1	Reporting period																							
2.2	Limits of the report		State company's activities covered by the report.																					
2.3	Contact person (incl. title)		State that was responsible for writing this report.																					
2.4	Reporting date																							
2.5	Date when report will be (or has been) approved by the board of directors		IFU requires the board of directors to approve the annual sustainability status report.																					
3	Main successes																							
3.1	Which successes and benefits has your company achieved during the reporting period due to its sustainability activities?		<p>Successes and benefits could be:</p> <ul style="list-style-type: none"> <li>New market opportunities and new customers</li> <li>Improved product quality</li> <li>Certification, eco-labels and other special awards</li> <li>Good media coverage</li> <li>Better reputation in the community</li> <li>Better relation with government bodies</li> <li>New skilled employees (via training and/or recruitment)</li> </ul>																					

FOR ROSSBY SUBMARINE SYSTEMS LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD

 Director









No.	Question	Answer	What to include
4	<b>Compliance with laws and regulations</b>		
4.1	Have you been in compliance with all legal requirements during the reporting period including obtaining permits and any reporting requirements?		List the permits/approvals/licenses that are required, the date they were obtained and the name of the authority that issued the permit
4.2	Has your company been subject to an inspection by the authorities during the reporting period? If yes, by who and when?		The authorities could be local environmental authorities, occupational health and safety authorities, labour authorities and/or fire inspectorate etc.
4.3	What was the outcome of each inspection listed in 4.2? <ul style="list-style-type: none"> <li>What was the number and nature of non-compliances with legislation?</li> <li>What actions were or will be taken to remove these non-compliances?</li> <li>Are there any unsettled matters/pending issues with authorities?</li> </ul>		Keep the description of the non-compliances and actions short and precise. If non-compliances remain state when action will be taken e.g. <ol style="list-style-type: none"> <li>More levels in production area above recommended M13. Employees now required to wear hearing protection equipment at all times and will be given hearing tests in May. Survey of noise statement possibilities to be carried out in April</li> <li>Waste storage containers not clearly labelled and unidry Special waste storage areas established and all containers clearly marked. Employees to be instructed on how to sort waste in March.</li> </ol>
4.4	Has your company been subject to an audit from any of your customers during the reporting period? If yes, by who, when and what was the result?		Briefly describe any issues or non-conformances identified.
5	<b>Sustainability action plan</b>		
5.1	Has IFU required a sustainability action plan?		Briefly describe the issues included in the sustainability action plan and the deadline for addressing these issues. You can attach a copy of the plan
5.2	Did you initiate activities and corrective measures during the reporting period to fulfil the sustainability action plan? If yes, which activities and what were the results?		State if your company has adopted a sustainability action plan on its own initiative and briefly state the issues covered. Keep the description of activities and results short and refer to the action plan for details.
5.3	Which activities are still listed in the sustainability action plan and have you identified and planned new actions to improve the sustainability performance?		Keep the description of activities and results short and refer to the action plan for details.
6	<b>Sustainability competences and management</b>		

FOR CONCORD ENVIRO SYSTEMS (P) LTD

FOR RESERVE ENERGY FINANCE LTD


  
Director


  
DIRECTOR

No.	Question	Answer	What to include
B.1	Do you have a written sustainability policy?		You can answer yes, no or under development State if you have signed up for UN Global Compact or are preparing to
B.2	If you have a written sustainability policy, which issues are included?	<input type="checkbox"/> Human rights <input type="checkbox"/> Labour rights <input type="checkbox"/> Occupational health and safety <input type="checkbox"/> Environment <input type="checkbox"/> Climate change <input type="checkbox"/> Community development / society aspects <input type="checkbox"/> HIV/AIDS <input type="checkbox"/> Anti-corruption <input type="checkbox"/> Animal welfare <input type="checkbox"/> Other	If your policy includes other issues, please specify which issues
B.3	How do you manage sustainability issues • Who is responsible for sustainability and what personnel are designated for sustainability activities? • Do you have sustainability procedures and instructions and how are they implemented? • How do you monitor sustainability issues and how do you follow-up on violations of policies?		Keep the description of the management of the sustainability issues short and precise, e.g.: <ul style="list-style-type: none"> <li>The managing director is overall responsible for sustainability. The responsibility for issues of technical and operational nature related to the environment and working environment are delegated to the technical manager.</li> <li>Procedures and instructions related to the environment and health and safety are integrated in the existing quality management system</li> <li>Labour conditions are described in the staff manual</li> <li>Targets are set to ensure continuous improvements. The technical manager regularly inspects all activities, including emission controls. Progress is followed by the managing director at monthly meetings</li> </ul> E.g. ISO 14001, SA 8000, OHSAS 18000, BSCI, other (please specify) and industry-specific certification schemes like FSC, Global Gap, etc. If you are implementing a formalised management system you may describe the status of the implementation
B.4	Do you have a certified sustainability management system?		
7	Communication and training		
7.1	What internal communication and training on sustainability has been conducted during the reporting period? How many employees were trained, which issues were covered and what was the duration of the training?		Explain how you inform employees about your sustainability policy e.g. through a Staff Manual. Explain how you train employees on sustainability (including the issues covered, the duration of the training and the percentage of employees trained).

FOR RESERVE ENVISO PRIVATE LIMITED

FOR COVERED ENVISO SYSTEMS (P) LTD.



  
Director

  
DIRECTOR

No.	Question	Answer	What to include
7.2	Have representatives from your company participated in external training on sustainability during the reporting period? If yes, who participated, which issues were covered and what was the duration of the training?		State the number of participants from your company and list the issues
7.3	Have you received any complaints during the reporting period? If yes, how have you responded and what has been done?		State the number of complaints (if any) and the issues raised
7.4	Have you had a dialogue about sustainability with some of your stakeholders during the reporting period? If yes, with whom and what was on the agenda?		Describe any activities taken to create a stakeholder dialogue on sustainability issues e.g. with customers or the local community. This does not include your dialogue with authorities about compliance with legislation.
8	<b>Suppliers</b>		
8.1	Have you during the reporting period, informed your suppliers about your sustainability policy and the standards expected of them? If yes, which suppliers and which standards?		Describe how you have ensured that your suppliers understand your sustainability policy and the standards expected of them e.g. your code of conduct for suppliers and is an annex to their contract, which is renewed annually. If your sustainability standards only apply to some of your suppliers, explain how you have prioritized and selected the suppliers.
8.2	Have you monitored your suppliers during the reporting period? If yes, which suppliers and how you have evaluated their performance?		State the number of suppliers that you have monitored and describe how this has been done e.g. you have paid them a visit to review their environmental performance and working conditions
8.3	Have you become aware of critical sustainability issues among your suppliers during the reporting period? If yes, which suppliers, which issues and how did you react?		Critical sustainability issues can be violations of basic human rights and labour rights, non-compliance with environmental legislation or instances of corruption. Describe the nature of the violations and action taken. E.g. union-age workers below 15 years old were found and you assisted the supplier in enrolling the children in an educational programme
9	<b>Human rights</b>		
9.1	Have you promoted equal opportunity and prevented discrimination among employees during the reporting period?		<p><b>Describe</b></p> <ul style="list-style-type: none"> <li>How you have applied objective criteria when assessing education, experience and skills and used only strict procedures in all decisions in relation to recruitment, promotion, salaries and competency development.</li> <li>How you have promoted gender equality e.g. ratio of basic salary of men to women by employee category or percentage of women in leading positions</li> <li>What you do to prevent physical, verbal, sexual psychological harassment and abuse among employees.</li> </ul>

FOR ROSERVE ENVIRO PRIVATE LIMITED FOR CONCORD ENVIRO SYSTEMS PVT. LTD.

*[Handwritten signatures]*  
 Director  
 Director

No.	Question	Answer	What to include
9.2	Do you provide housing for your employees? If yes, how have you improved the conditions during the reporting period?		This concerns accommodation that the company makes available to employees (and not workplace conditions). Improvements may cover e.g. sleeping quarters, access to kitchen, bath, toilet, security, a family life privacy and rent payment.
9.3	Have you respected the privacy of your employees during the reporting period?		Companies are not allowed to keep sensitive personal data and information on their employees e.g. when companies gather private information and/or monitor the workplace
10	<b>Labour rights</b>		
10.1	Have you ensured an open dialogue between management and employees regarding working conditions during the reporting period? If yes, how is the dialogue organised and how often were meetings held?		All employees must be allowed freedom of assembly and participation in workers' organisations. Describe if management and employees can meet to discuss work-related issues (not health and safety). State the number of meetings and issues discussed e.g. meetings were held every other month to discuss general work-related issues and worker's salaries was discussed in November.
10.2	Have you ensured that temporary workers hired during the reporting period have had the same basic employment benefits as permanent workers?		Temporary workers may include part-time, short-term, contract and migrant workers. List the basic employment benefits, e.g. paid overtime, access to canteen, sick leave, health checks etc.
10.3	Have you ensured reasonable wages providing a decent standard of living during the reporting period?		State the national minimum wage and the basic wage you pay your workers (not including overtime).
10.4	Have you registered and paid for overtime work during the reporting period? If you have had excessive overtime, what have you done to reduce overtime?		State extra wages paid for overtime work. State how many people have had excessive numbers of overtime hours (working hours over 60 per week) and for how long. Describe what you have done to reduce this excessive overtime (the ILO advocates a max. working week of 48 hours and 12 hours overtime).
11	<b>Health and safety</b>		
11.1	How has the health and safety committee worked during the reporting period? How often were meetings held and what issues were on the agenda?		Project companies must establish joint labour-management health and safety committees. State the number of meetings the issues on the agenda, including how you have solved grievances, etc.
11.2	Have you improved workplace conditions during the reporting period? If yes, how?		Improvements could cover ventilation, fresh air, acceptable indoor temperatures, suitable lighting, washing facilities, sanitary toilets, food storage facilities, etc.
11.3	How many accidents (involving employees) have you had during the reporting period?		State the number of accidents recorded and any measures taken to reduce the risk of future accidents.
11.4	How many accidents (involving employees) leading to lost time (time off work) have you had during the reporting period?		State the number of accidents reported that lead to lost time (time off work). Describe any accidents that were exceptional and any measures taken to reduce the risk of future accidents.

FOR ROSERVE ENVIRO PRIVATE LIMITED

FOR CONCORD ENVIRO SYSTEMS (P) LTD

R  
DirectorR  
Director

No.	Question	Answer	What to include
11.5	Have you reduced employee exposure to noise and dust in the production area during the reporting period?		Describe how you have reduced noise and dust. State the results of any measurements carried out to quantify the reductions.
11.6	Have you improved conditions for employees occupied with heavy manual lifting or multiple repeatable movements during the reporting period?		Describe what you have done to minimize these ergonomic issues.
11.7	Have you secured any machinery and/or replaced dangerous machinery with potentially less harmful machinery during the reporting period?		Describe what you have done to install safety measures on the machinery, e.g. shelding.
11.8	Have you provided your employees with PPE during the reporting period and trained them in following the safety instructions?		Briefly describe what PPE (Personal Protection Equipment) is provided and where. How many employees have been trained in following safety instructions during the reporting period? State whether you have carried out any Workplace Risk Assessments during the reporting period.
11.9	Have you carried out any other training relating to the workplace health and safety of your employees during the reporting period?		Training may have been carried out relating to e.g. handling of hazardous substances or operation of machinery.
11.10	Have you ensured an appropriate emergency response programme in case of fire, explosion or spill during the reporting period?		State whether you have reviewed your emergency response programme during the reporting period and whether you performed an emergency drill.
<b>12</b>	<b>Environment and climate change</b>		
12.1	Have any environmental incidents occurred during the reporting period? If yes, will the company be liable for the environmental damage?		Environmental incidents include fires, explosions, significant spills or contamination of soil, water, groundwater, buildings or other structures. Provide a brief description of each incident including date, nature, extent and any remediation measures taken.
12.2	Have you reduced input materials during the reporting period? If yes, what percentage of materials used are recycled input materials?		Quantify the reduction in input (raw) materials and describe how this was achieved. State if you have a resource efficiency plan.
12.3	Have you substituted hazardous materials and substances with less harmful ones during the reporting period?		Hazardous substances may include asbestos, heavy metals, organic solvents, cooling agents etc. State which substances have been substituted.
12.4	What percentage of volume of water have you recycled/reused during the reporting period? Have you reduced water consumption during the reporting period?		State the percentage of water that was recycled/reused. Quantify the reduction in water use if any and describe how this was achieved. State if you have changed the source of the water consumed e.g. mains, on-site well, river, lake, rainwater. State if you have a water efficiency plan.
12.5	Have you reduced energy consumption in the production during the reporting period? What percentage of energy consumption is renewable energy?		Quantify the reduction in energy consumption and describe how this was achieved. State if you have an energy efficiency plan. If possible, state the percentage of renewable energy used and the energy source e.g. wind energy, solar energy.

*[Signature]*  
Director

*[Signature]*  
Director

No.	Question	Answer	What to include
12.6	Have you optimized transport of products and materials and transport of employees during the reporting period?		Quantify the reduction in transport and describe how it is achieved.
12.7	What percentage of volume of hazardous and non-hazardous waste have you reused or recycled during the reporting period? Have you reduced hazardous and non-hazardous waste generation during the reporting period?		State the percentage of hazardous and non-hazardous waste that was recycled/re-used as two separate percentages - or by waste type. Specify the reduction in hazardous and non-hazardous waste quantities by waste type and describe how this reduction was achieved.
12.8	How have you ensured the safe management of hazardous and non-hazardous waste during the reporting period?		Describe for each waste type: <ul style="list-style-type: none"> <li>How the waste was treated e.g. type of plant</li> <li>How you ensured that hazardous waste was not exported.</li> </ul>
12.9	Have you reduced emissions to water during the reporting period?		Quantify the reduction in emissions (concentration of substances in water discharged or quantity of wastewater) and describe how this was achieved e.g. by optimizing production technology.
12.10	Have you reduced air emissions, including smell during the reporting period?		Quantify the reduction in air emissions (concentration of substances in air emitted or quantity of waste air/flue gas) and describe how this was achieved e.g. by optimizing production technology.
12.11	How have you protected biodiversity and critical habitats e.g. natural forest, aquatic species etc. during the reporting period?		This is especially relevant for companies involved in forestry, fishing, agriculture etc.
13	<b>Anti-corruption</b>		
13.1	Have you evaluated and assessed the risks of getting involved in corruption during the reporting period?		Describe how you have assessed with which of your business relations you could risk getting involved in corruption e.g. customs, police and desk officers
13.2	Have you trained relevant employees in how to avoid and handle corruption and bribes incl. facilitation payment during the reporting period?		State the number of employees trained and the issues covered.
13.3	Have you informed relevant business partners about your anti-corruption policy during the reporting period?		State number of business partners informed and describe how they have been informed of your policy Relevant business partners are agents, intermediaries, consultants, suppliers, local/national authorities etc.
14	<b>Community development and society aspects</b>		
14.1	Have you contributed to the local community by supporting civil institutions and community networks during the reporting period?		Describe if you have contributed to education and training, cultural, health and infrastructure development, donations or voluntary work benefiting the local community etc.
14.2	Have you promoted health among your employees during the reporting period?		Describe if you have provided access to medical treatment and vaccinations and how you have promoted a healthy lifestyle

FOR CONCORD ENVIRO SYSTEMS (P) LTD.

FOR RESERVE ENVIRO PRIVATE LIMITED

Director

Director



No.	Question	Answer	What to include
14.3	Have you contributed to preventing the spread of HIV/AIDS and the stigmatizing effects of the disease during the reporting period?		Describe if you have offered regular health checks, made condoms available and arranged information campaigns about HIV/AIDS.
14.4	Have you become aware that a female employee is victim of domestic violence during the reporting period?		If yes, how do you assist her in establishing contact to a centre for victims or similar initiatives offering professional assistance?
14.5	Which activities and practices have you initiated during the reporting period regarding the rights of indigenous people?		Describe how you have informed indigenous people about activities that have an impact on their lives and how you have informed your employees and subcontractors e.g. security staff about how to interact with indigenous people.
14.5	Have you had security arrangements at the company site during the reporting period?		Describe how you ensure that your security arrangements are in accordance with international human rights principles and law enforcement and the use of force.

For ROSSERVE ENVIRO PRIVATE LIMITED

*R*  
Director

For CONCORD ENVIRO SYSTEMS (P) LTD.

*R*  
DIRECTOR

*R*

*R*

## Appendix 5

DCIF  
c/o IFU  
Fredericstagade 27  
1310 Copenhagen  
Denmark

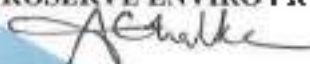
Dear Sirs

Following the latest change in (i) the paid in nominal share capital or DCIF's ownership percentage of the Company or (ii) a subsidiary of the Company's nominal share capital or the Company's ownership percentage of the subsidiary, we hereby confirm the following information.

After the change, the following information is valid:

1.	Name of relevant company,	Reserve Enviro Private Limited
2.	Currency in which the nominal share capital is registered.	Indian Rupees
3.	Total paid in nominal share capital,	Rs. 61,00,000/- (Rs. 5,10,00,000/- including premium of amount Rs. 5,40,00,000/-)
4.	(i) If DCIF is a direct shareholder of the relevant company: Total nominal share capital held by DCIF or (ii) If DCIF is an indirect shareholder of the relevant company: Total nominal share capital held by the parent company.	48.20%
5.	Official date of the above changes (DD-MM-YYYY)	06-10-2016

For **ROSERVE ENVIRO PRIVATE LIMITED**



Authorised Signatory: Abhisat Ghalke  
Designation: Director  
DIN: 07549060  
Date: 10<sup>th</sup> October, 2016