



सत्यमेव जयते

INDIA NON JUDICIAL

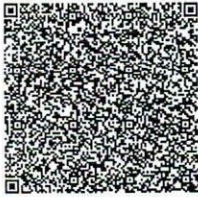
**Government of National Capital Territory of Delhi**

₹500

e-Stamp

Certificate No. : IN-DL26276194948167X  
Certificate Issued Date : 29-Jul-2025 03:35 PM  
Account Reference : IMPACC (IV)/ dl712703/ DELHI/ DL-NWD  
Unique Doc. Reference : SUBIN-DL71270387252180075619X  
Purchased by : RAHUL GUPTA HUF  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : RAHUL GUPTA HUF  
Second Party : NEGEN UNDISCOVERED VALUE FUND  
Stamp Duty Paid By : RAHUL GUPTA HUF  
Stamp Duty Amount(Rs.) : 500  
(Five Hundred only)

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₹500

Please write or type below this line

IN-DL26276194948167X

For PRIME CABLE INDUSTRIES LIMITED

*[Signature]*

Authorized Signatory

For RAHUL GUPTA HUF  
*[Signature]*  
KARTA

For NEGEN UNDISCOVERED VALUE FUND  
*[Signature]*  
Authorized Signatory

**Statutory Alert:**

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



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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL26275814552248X  
Certificate Issued Date : 29-Jul-2025 03:35 PM  
Account Reference : IMPACC (IV)/ dl712703/ DELHI/ DL-NWD  
Unique Doc. Reference : SUBIN-DL71270387253528532930X  
Purchased by : RAHUL GUPTA HUF  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : RAHUL GUPTA HUF  
Second Party : NEGEN UNDISCOVERED VALUE FUND  
Stamp Duty Paid By : RAHUL GUPTA HUF  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-DL26275814552248X

For NEGEN UNDISCOVERED VALUE FUND

*[Signature]*  
Authorised Signatory

For PRIME CABLE INDUSTRIES LIMITED

*[Signature]*  
Authorized Signatory

*[Signature]*  
RAHUL GUPTA HUF  
KARTA

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**SHARE PURCHASE AGREEMENT**

**BETWEEN**

**PRIME CABLE INDUSTRIES LIMITED**

**AND**

**RAHUL GUPTA HUF**

**AND**

**NEGEN UNDISCOVERED VALUE FUND**

For NEGEN UNDISCOVERED VALUE FUND



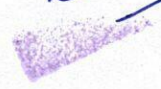
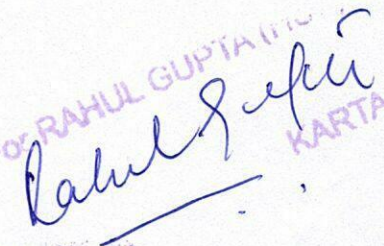
Authorized Signatory

For PRIME CABLE INDUSTRIES LIMITED



Authorized Signatory

For RAHUL GUPTA HUF  
KARTA



**THIS SHARE PURCHASE AGREEMENT** (this "Agreement" or this "Share Purchase Agreement") made in Mumbai this 29<sup>th</sup> day of July 2025 ("Execution Date"):

**AMONG**

**RAHUL GUPTA HUF**, a Hindu Undivided Family having Permanent Account Number **AATHR1049F** (hereinafter referred to as "Seller", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

**AND**

**PRIME CABLE INDUSTRIES LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at **E-894, DSIDC Industrial Area Narela, Delhi-110040, India**, Corporate Identity Number **U31905DL2008PLC177989**, (hereinafter referred to as the "Company", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

**AND**

**NEGEN UNDISCOVERED VALUE FUND**, scheme of Negen Investment Trust, an Alternative Investment Fund registered under Securities and Exchange Board of India (Alternative Investment Fund) Regulations 2012 vide registration no. IN/AIF3/22-23/1254, having its registered office and corporate office at 2<sup>nd</sup> Floor, Trade Point Building, Utopia City, P.B. Marg, Lower Parel – West, Mumbai, Maharashtra – 400013 and Permanent Account Number **AAETN1655J** (hereinafter referred to as the "Purchaser", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **THIRD PART**.

The Seller, the Company and the Purchaser are hereinafter referred to individually as such or as a "Party" and collectively referred to as the "Parties".

**WHEREAS**

- (A) The Seller holds **182,540 (One Lakh Eighty Two Thousand Five Hundred Forty)** Equity Shares and has agreed to sell to the Purchaser, **182,540** Equity Shares ("Sale Shares") and is the sole legal and beneficial owner of such shares.
- (B) The Purchaser has agreed to acquire the Sale Shares together with all rights, title and interest therein in the manner and on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the Seller, the Company and the Purchaser, in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, hereby agree as follows:

## **1. DEFINITIONS**

### **1.1 Definitions**

In this Agreement, unless the context or meaning shall otherwise require, the following words and expressions as used herein shall have the following meanings:

For **PRIME CABLE INDUSTRIES LIMITED**

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For **NEGEN UNDISCOVERED VALUE FUND**

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For **RAHUL GUPTA HUF**

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“**Agreement**” shall mean this share purchase agreement, together with the Schedules and Annexure attached hereto, as may be amended from time to time;

“**Business Day**” shall mean a day on which scheduled commercial banks are open and working in their regular course of business in Mumbai, India;

“**Seller’s Bank Account**” shall mean the bank account of BCCL bearing the following details:

|                |                |
|----------------|----------------|
| Bank name      | HDFC BANK LTD  |
| Account number | 50100188969880 |
| IFSC Code      | HDFC0004411    |

“**Closing**” shall have the meaning set out in Article 0 of this Agreement;

“**Closing Date**” shall have the meaning set out in Article 0 of this Agreement;

“**Consideration**” shall mean a

Total aggregate purchase consideration of Rs. **1,36,17,484/-** (Rupees **One Crore Thirty Six Lakh Seventeen Thousand Four Hundred Eighty four** Only) for **1,82,540** (One **Lakh Eighty Two Thousand Five Hundred Forty**) Equity Shares @ Rs. **74.6/-** (Rupees **Seventy Four Point Six** Only) per Equity Share payable by the Purchaser to Seller for sale of Sale Shares (as defined hereinafter) in the Company,

“**Equity Shares**” shall mean the equity shares of the Company having a face value of Rs. **5/-** (Rupees **Five**) each;

“**IT Act**” means the (Indian) Income Tax Act, 1961 and the Income Tax Rules, 1962, as amended, supplemented, modified or replaced, from time to time;

“**Lien**” shall mean any mortgage, pledge, security interest, charge, option, pre-emptive right, adverse claim, title retention agreement or other encumbrance of any kind, or a contract to give or refrain from giving any of the foregoing, including any restriction imposed under applicable law or contract on the transferability of the Sale Shares;

“**Loss**” or “**Losses**” means any and all losses, liabilities, claims, charges, damages, costs, fines, penalties, interest and expenses (including, without limitation, reasonable expenses of investigation and reasonable attorneys’ fees and expenses in connection with any action, suit or proceeding) actually incurred or suffered by the Indemnified Parties, in each case, had the relevant breach not occurred but shall exclude any indirect, consequential or punitive damages;

“**Person**” means a corporation, association, unincorporated association, partnership (general or limited), joint venture, estate, trust, limited liability company, limited liability partnership or any other legal entity, individual or government, state or agency of a state;

“**Purchaser’s Demat Account**” shall mean the demat account of Purchase bearing the following details: -

DP ID: IN301348

Client ID: 20311761

DP Name: ICICI Bank Limited

Depository: NSDL

For PRIME CABLE INDUSTRIES LIMITED

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For RAHUL GUPTA (HUF)  
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**"Sale Shares"** shall mean 1,82,540 of the Seller's Shares, that are proposed to be transferred by the Seller to the Purchaser;

**"Stamp Duty"** shall mean the stamp duty on share transfer relating to Sale Shares, being an amount of Rs. 2042.62/- (Rupees Two Thousand Forty Two Point Six Two) to be paid by the Purchaser;

**"Taxation Authority"** means the Income Tax Department of the Republic of India;

## 1.2 Interpretation

- 1.2.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted from the date hereof and to delegated legislation made under the provision from time to time.
- 1.2.2 The meanings set forth for defined terms in this Article and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.
- 1.2.3 All references to Articles are to articles of this Agreement.
- 1.2.4 All references in this Agreement to Exhibits are to exhibits in or to this Agreement unless otherwise specified therein. The Exhibits are an integral part of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to the entire Agreement or specified Articles of this Agreement, as the case may be. The words "include", "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.
- 1.2.5 All references in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any side letters executed in connection therewith, except as otherwise provided in this Agreement.
- 1.2.6 The headings/captions of the several Articles and clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision therein.
- 1.2.7 Time is of the essence in the performance of the Parties' respective obligations. Any time period specified herein may be extended only if confirmed in writing by the Parties, and such extended time shall also be of the essence.

## 2. SALE AND PURCHASE

For PRIME CABLE INDUSTRIES LIMITED

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For NEGEN UNDISCOVERED VALUE FUND

Authorized Signatory

For RAHUL GUPTA (HUF)

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2.1 Subject to the terms and conditions of this Agreement and payment of the Consideration by the Purchaser in the manner specified at Article **Error! Reference source not found.** below, the Seller shall sell the Sale Shares (free from any Lien) to the Purchaser, and the Purchaser shall purchase the same, on the terms and conditions contained herein on the Closing Date.

2.2 Before the Closing Date the Company shall have obtained and provided to the Seller and the Purchaser, a waiver letter from the Promoters, waiving any of their right of first refusal, with respect to the Sale Shares.

### 3. SALE AND PURCHASE OF THE SALE SHARES

3.1 On the Closing Date, subject to the terms and conditions set out in this Agreement, the Purchaser agrees to purchase and the Seller hereby agrees, to sell, convey, assign, and transfer the Sale Shares in favour of the Purchaser, free and clear of all Lien whatsoever and having marketable title, with all attached or accrued rights, title, and interest of the Seller in and to the Sale Shares in consideration of the payment of the Consideration as per terms and conditions set forth in the Agreement.

3.2 The Consideration shall be paid to the Seller without any deductions or withholding of taxes, other than (i) an amount of Rs. 8,617.48/- (Rupees Eight Thousand Six Hundred Seventeen Point Forty Eight Only) to be withheld by the Purchaser in relation to Sale Shares as tax deducted at source under Section 194Q of the IT Act ("**TDS Amount**").

### 4. CLOSING MECHANISM

#### 4.1 Closing

The sale and purchase of the Sale Shares shall be completed on date as is mutually agreed between Seller and the Purchaser ("**Closing Date**"), when the actions set out below this Article shall occur ("**Closing**").

On the Closing Date:

- (a) The Purchaser shall remit the Consideration [(after deducting TDS Amount)] and Stamp Duty, by real time gross settlement (RTGS) or national electronic fund transfer (NEFT) to Seller's Bank Account and deliver the confirmation of such payment to the Seller.
- (b) Immediately upon completion of action in Article 4.1 (a) above, the Seller shall issue instructions to their depository participant for transfer of the Sale Shares to the Purchaser's Demat Account and provide a copy of such transfer instructions to the Purchaser
- (c) The Company shall:  
Procure that board meeting of the Company is held at which the board of directors shall:
  - i. approve the transfer of the Sale Shares from the Seller to the Purchaser;
  - ii. direct that the necessary entries be made in the register of share transfer of the Company;
  - iii. provide the Purchaser certified true copies of (a) the resolutions passed at such board meeting and (b) an extract of the updated statutory register of members;  
deliver to the Purchaser the updated BenPos Statement, evidencing the

For PRIME CABLE INDUSTRIES LIMITED

Authorized Signatory

For NEGEN UNDISCOVERED VALUE FUND

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For RAHUL GUPTA (HOF)

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Purchaser as the registered shareholder of the Sale Shares.

The Above provided for at (a) to (c) are collectively referred to as "Closing".

#### 4.2 Entire Action

The Parties agree that each of the above provided for in Article 4.1 hereinabove shall take place on the Closing Date and if any of the above does not take place, then each of the above and the Closing shall be deemed not to have occurred. The Parties further agree that if any of the actions provided for in Article 4.1 hereinabove have taken place, and all such actions and / or conditions have been fulfilled, the Business Day on which the last of such actions and / or conditions, as provided for under Article 4.1 has taken place, shall be the Closing Date. In the event the Completion does not occur by 18<sup>th</sup> August 2025 ("Long Stop Date") then, unless mutually agreed to by the Parties, the Agreement shall stand terminated automatically without any further actions being required on part of any Party. If the Purchaser has completed the actions specified in Article 4.1 (a) by remitting the Consideration to the Seller's Bank Account, but the Seller has failed to complete the actions specified in Article 4.2(b) within 2 (Two) working day, the Agreement shall be automatically terminated. Consequently, the Seller must reverse the payment received from the Purchaser within 1 (One) working day.

#### 4.3 Post Closing Covenants

- (a) Purchaser shall deposit the TDS Amount with the relevant Taxation Authority within the due date provided under the IT Act and shall provide the Seller with the relevant TDS certificate within three (3) months of the Closing Date, failing which Purchaser shall pay the Seller the TDS Amount, within one (1) day of expiry of the aforementioned three (3) month period.
- (b) Until the Company has listed its Equity Shares on the exchanges in India, the Company and the Seller shall ensure that the Company provides the following information to the Purchaser:
  - i. Audited financial statements of the Company within 120 (One Hundred and Twenty) days from the end of such financial year, and in any case no later than September 30 each year, to enable the Purchaser to comply with its reporting requirements under applicable SEBI regulations.
  - ii. Any additional financial information reasonably requested by the Purchaser, subject to mutual agreement between the parties, for regulatory compliance purposes.

### 5. REPRESENTATIONS AND WARRANTIES

#### 5.1 Representations and Warranties of the Seller

- 5.1.1 Seller hereby represent and warrant to the Purchaser and the Company ("Seller 1's Warranties") that:
  - (a) it has full power and authority to enter into this Agreement and to perform its obligations under this Agreement; and
  - (b) the Sale Shares are fully paid, and legally and beneficially owned by it free from any Lien, and it is legally entitled to sell the ownership of the Sale Shares in accordance with the terms of this Agreement; and

For PRIME CABLE INDUSTRIES LIMITED

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RAHUL GUPTA (HUF)  
KARTA

- (c) There are no tax proceedings or any outstanding demand pending against the Seller that may affect the transfer of Sale Shares or render the transaction of transfer of Sale Shares as void under Section 281 of the IT Act.

## 5.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Sellers that:

- (a) the Purchaser has full power and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) The Purchaser is not a specified person for the purposes of Section 206CCA of the IT Act; and
- (c) it has obtained all statutory and regulatory approvals necessary for the transfer of the Sale Shares and such approvals are valid and subsisting and it will make all the necessary disclosures and filings required under applicable law in relation to such transfer.

## 5.3 Representations and Warranties of the Company

The Company hereby represents and warrants to the Purchaser and the Seller that it has full power and authority to enter into this Agreement and to perform its obligations under this Agreement.

- 5.4 The representations and warranties set out in this Article shall be deemed to be repeated as at the Closing Date as if they were made on the Closing Date and all references therein to the date of this Agreement were references to the Closing Date.

## 5.5 No Implied Warranties or Indemnities

Other than as has been expressly stated in this Agreement, the Seller has, nor shall be deemed to have, made any representation or warranty whatsoever, whether express or implied, in relation to the Sale Shares. Save as provided herein, the Seller is not providing, nor is deemed to have provided by this Agreement or any other document, an indemnity to the Purchaser in any respect.

## 6. INDEMNITIES

- 6.1 Seller undertakes to indemnify and keep the Purchaser and its directors and employees (the "**Indemnified Party**") indemnified against the Losses directly arising from any breach of any of the Seller Warranties as detailed in Article 5.1 of this Agreement.

- 6.3 Notwithstanding anything contained in Article 6 of the Agreement, the liability of Seller under this Article 6 shall not exceed the aggregate of the Consideration; For the purpose of seeking indemnification under Article 6, the Indemnified Party shall follow the procedure laid down below:

- (a) Any claim for indemnity pursuant to this Article 6 shall be made by the Indemnified Party by notice in writing ("**Indemnity Notice**") and such Indemnity Notice shall set out, to the extent known to the Indemnified Party, facts and documents constituting basis for such claim as available with the Indemnified Party to the defaulting Seller. The Indemnified Party under Article 6 shall, upon becoming aware of a claim against the Seller or after the receipt of notice of any

For PRIME CABLE INDUSTRIES LIMITED

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claim by a third party against the Indemnified Party in respect of which indemnity may be sought from the Sellers under Article 6, as soon as practicable and in any event, within 60 (Sixty) days of receiving notice of a claim against the defaulting Seller or a claim by a third party against the Indemnified Party (as the case may be), notify the defaulting Seller of the same in writing about such a claim through an Indemnity Notice. The failure or delay on the part of an Indemnified Party to notify a claim within the period stated in this Article shall not relieve the defaulting Seller of any indemnification responsibility under this Article, as the case may be, unless such failure or delay directly and adversely prejudices the ability of the relevant Seller to defend such claim (in which case such Seller shall not be liable under this Article 6 to the extent of the increase in the amount of the claim attributable to such prejudice caused, but shall continue to remain liable to the Indemnified Party for the remaining amount of the claim) or increases the amount of the claim (in which case, the relevant Seller shall be relieved only to the extent of an increase in the amount of the claim, but shall continue to remain liable to the Indemnified Party for the remaining amount of the claim).

- (b) The defaulting Seller, upon receiving an Indemnity Notice shall accept such claim by remitting the amount claimed by the Indemnified Party within 30 (thirty) days from the date of receipt by such Seller of the Indemnity Notice. Provided that if such Seller disputes the Indemnified Party's entitlement to indemnification in terms of the Indemnity Notice which is not with respect to a third party claim, then the dispute will be resolved in accordance with the provisions of Article 7.10 and/or 7.11 of this Agreement and no payment will be made by such Seller within the 30 (thirty) days period aforementioned.
- (c) The defaulting Seller, upon the receiving an Indemnity Notice of any third party claim, shall either reject such Indemnity Notice and dispute an Indemnified Party's entitlement to indemnification in terms of the Indemnity Notice, in which case the dispute will be resolved in accordance with the provisions of Article 7.10 and/or 7.11 of this Agreement or accept such third party claim by remitting the amount claimed by the third party to the third party or the Indemnified Party (at the direction of the Indemnified Party) or assume the defense of such third party claim at its own expense and in the manner provided in this Article 6, in each case, within 30 (thirty) days of receipt of the Indemnity Notice or 5 (five) days prior to the due date mentioned in the Indemnity Notice (or 5 (five) days prior to the due date mentioned in notice issued by the Taxation Authority, as the case may be), whichever is earlier. Notwithstanding anything contained in this Agreement, the Indemnified Party shall ensure the Indemnity Notice is delivered at least 10 (Ten) days prior to the due date mentioned in the Indemnity Notice or notice issued by the Taxation Authority. The defaulting Seller agrees that it will not, without the prior written consent of the Indemnified Party settle, compromise or consent to the entry of any judgment, if (i) it involves any criminal liability for an Indemnified Party and/or, and (ii) there is a finding or admission of any violation of law by the Indemnified Party.

- 6.4 The sole monetary remedies of the Purchaser for breaches under this Agreement shall be as set out under this Article 6, and such remedy shall be without prejudice to any non-monetary remedies that the Indemnified Party may have any applicable law.

## 7. MISCELLANEOUS

For NEGEN UNDISCOVERED VALUE FUND

For PRIME CABLE INDUSTRIES LIMITED

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- 7.1 This Agreement shall be specifically enforceable at the instance of either the Seller or the Purchaser.
- 7.2 This Agreement may be executed in 2 (Two) or more counterparts, all of which shall constitute one and the same agreement.
- 7.3 Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court or governmental agency having jurisdiction, the other provisions of this Agreement shall nonetheless remain valid. In this case, the Parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable and shall execute all agreements and documents required in this connection.
- 7.4 Any notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving party at the postal address or email set forth below, or at such other address as the parties may from time to time designate in writing:

If to the Seller: [●] **Rahul Gupta HUF**  
 Address: [●] **F-4/15, Modal Town II, North West Delhi, Delhi - 110009**  
 Attention: [●] **Mr. Rahul Gupta**  
 Email: [●] **raghavgupta96@gmail.com**

If to the Company: [●] **Prime Cable Industries Limited**  
 Address: [●] **E-894 DSIIDC Narela Industrial Area, Delhi - 110040**  
 Attention: [●] **Mr. Naman Jain**  
 Email: [●] **Finance.2@primecabindia.com,**  
**compliance@primecabindia.com, Nikunj@primecabindia.com**

If to the Purchaser: **Negen Undiscovered Value Fund**  
 Address: **2<sup>nd</sup> Floor, Trade Point Building, Utopia City,**  
**P.B. Marg, Lower Parel – West, Mumbai, Maharashtra - 400013**  
 Attention: **Mr. Neil Bahal**  
 Email: **neil@negencapital.com; aif3@negenaif.com;**  
**abhimanyu@negencapital.com;**

Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by post.

- 7.5 Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein. All costs in relation to the Agreement including stamp duty payable on the Agreement and the Stamp Duty shall be borne by the Purchaser.
- 7.6 No rights, liabilities or obligations under this Agreement shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto. Any Person to whom rights under this Agreement are assigned shall execute a deed of adherence agreeing to be bound by the terms and conditions of this Agreement.
- 7.7 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement (together with any amendments or

For PRIME CABLE INDUSTRIES LIMITED

Authorized Signatory

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modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

- 7.8 This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder.
- 7.9 Any and all disputes or differences between the Parties arising out of or in connection with this Agreement or its performance shall, so far as it is possible, be settled by negotiations between the Parties amicably through consultation between a representative of the Purchaser and a representative of the Seller.
- 7.10 Any dispute or difference arising out of or in connection with this Agreement, which cannot be amicably settled within 30 (thirty) days, shall be referred at the request in writing of the Party to binding arbitration by 1 (one) arbitrator to be appointed by mutual agreement between the Purchaser and the Seller. If the Purchaser and the Seller cannot mutually agree upon the same, then the dispute shall be decided by arbitration by a panel of 3 (three) arbitrators, one arbitrator being appointed by the Purchaser and the Seller appointing one arbitrator and the third arbitrator being appointed in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English, and the venue of arbitration shall be Mumbai and the award shall be given at Mumbai.

Subject to the provisions of this Article 7 and for such matters which the Court may have jurisdiction under and in respect of any arbitration proceedings, and subject further to applicable Laws in this regard, this Agreement shall be subject to the exclusive jurisdiction of the Courts in Mumbai.

For PRIME CABLE INDUSTRIES LIMITED



Authorized Signatory

For NEGEN UNDISCOVERED VALUE FUND



Authorized Signatory

For RAHUL GURTA (H/FI)  
KARTAR

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written

**RAHUL GUPTA HUF**

Name: Rahul Gupta  
Designation: Karta

KARTA

**PRIME CABLE INDUSTRIES LIMITED**

**For PRIME CABLE INDUSTRIES LIMITED**

Name: Naman Jain  
Designation: CFO

**NEGEN UNDISCOVERED VALUE FUND**

**For NEGEN UNDISCOVERED VALUE FUND**

Name: Jigar Dinesh Shah  
Designation: Authorised Signatory

Authorised Signatory