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Government of National Capital Territory of Delhi

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Description of Document

Property Description

Consideration Price (Rs.)

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SUBIN-DLDL96030399033905115256U

: SIGNATUREGLOBAL INDIA LIMITED

: Article 5 General Agreement

Not Applicable

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: SIGNATUREGLOBAL INDIA LIMITED

: INTERNATIONAL FINANCE CORPORATION: SIGNATUREGLOBAL INDIA LIMITED

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(One Hundred only)



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INDIA NON JUDICIAL



Government of National Capital Territory of Delhi

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Purchased by

SIGNATUREGLOBAL INDIA LIMITED

Description of Document

Article 5 General Agreement

Property Description

Not Applicable

Consideration Price (Rs.)

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First Party

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SIGNATUREGLOBAL INDIA LIMITED

Second Party

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POLICY RIGHTS AGREEMENT between SIGNATUREGLOBAL (INDIA) LIMITED

and

INTERNATIONAL FINANCE CORPORATION

Dated July 9, 2022

This draft document is not a contract or an offer to enter into a contract. Only the document as executed between IFC (as defined below) and the Company (as defined below) will contain the terms that bind them. Until the document is executed by the parties hereto, neither IFC nor the Company hereto intend to be bound.

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POLICY RIGHTS AGREEMENT

POLICY RIGHTS AGREEMENT (this "**Agreement**") is made on July 9, 2022 ("**Execution Date**") at New Delhi between:

(1) **SIGNATUREGLOBAL (INDIA) LIMITED**, a company incorporated under the (Indian) Companies Act, 1956, with company identification number U70100DL2000PLC104787 and having its registered office at Unit No. 1304, 13th Floor, Dr. Gopal Das Bhawan, 28, Barakhamba Road, New Delhi - 110001 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the subject, context and/or meaning thereof, be deemed to include its successors and permitted assigns);

AND

(2) **INTERNATIONAL FINANCE CORPORATION**, an international organization established by Articles of Agreement among its member countries including the Republic of India (hereinafter referred to as "**IFC**", which expression shall, unless repugnant to the subject, context and/or meaning thereof, be deemed to include its successors and assigns).

The Company and IFC shall hereinafter individually be referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

- (A) The Company entered into an amended and restated investor rights agreement with IFC on July 14, 2021 (the "**Investor Rights Agreement**").
- (B) Under the Investor Rights Agreement, the Parties had agreed that if under Applicable Law, the Investor Rights Agreement is required to be terminated upon consummation of an initial public offering undertaken by the Company ("IPO"), then, the Company shall enter into a policy agreement with IFC containing (in substance) the same policy rights as are contained in the Investor Rights Agreement as a condition precedent to the consummation of the IPO and termination of the Investor Rights Agreement.
- (C) The Company is proposing to undertake an IPO in accordance with Applicable Law and as required under Applicable Law, the Investor Rights Agreement shall terminate with effect from the date of listing of the equity shares of the Company ("Listing Date"), except such provisions that have been specifically agreed to survive under the Investor Rights Agreement.
- (D) Accordingly, as a condition precedent to the consummation of the IPO and termination of the Investor Rights Agreement, the Company and IFC have agreed to enter into this Agreement.

ARTICLE I

Definitions and Interpretation

Section 1.01. *Definitions*. Wherever used in this Agreement, the following terms have the following meanings:

"Act" means the (Indian) Companies Act, 2013 including the rules, regulations, notifications and circulars issued thereunder, and, any statutory amendment of re-enactment thereof;

- "Accounting Standards" means the Indian Accounting Standards (IND-AS) issued under the Companies (Indian Accounting Standards) Rules, 2015 (as amended), together with any pronouncements issued under Applicable Law thereon from time to time and applied on a consistent basis and shall be deemed to include any alternate accounting principles in place of and in lieu of IND-AS for the relevant period, or any other accounting principles and/or standards that may have been applicable to the Company under Applicable Law from time to time;
- "Action Plan" means the plan or plans developed by the Company, a copy of which is attached as **Exhibit 4** hereto, setting out the specific social and environmental measures to be undertaken by the Company to enable the Company Operations to be constructed, equipped and operated in compliance with the Performance Standards and the E&S Requirements;
- "Affiliate" means in respect of any specified Person, any other Person(s), directly or indirectly, Controlling or Controlled by or under direct or indirect common Control with such specified Person;
- "Applicable Law" or "Law" shall include all laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, approvals, Consents, waivers, decrees, injunctions, directives and orders, requirement or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question, or any stock exchange on which the securities of the Company may be listed or international treaties, conventions and protocols or Accounting Standards or any other generally accepted accounting policies, as may be in force, amended, modified, enacted or revoked from time to time;
- "Applicable S&E Law" means all Applicable Laws setting standards concerning environmental, social, labor, health and safety, transportation, storage treatment disposal of any dangerous substance or security risks of the type contemplated by the Performance Standards or imposing liability for the breach thereof, including without limitation, all Consents related thereto;
- "Arbitration Board" has the meaning set forth in Section 5.04(d) (Arbitration);
- "Business Day" means any day (other than a Saturday, Sunday or a public holiday) when commercial banks in Gurugram (Haryana, India) and New York, (New York, United States of America) are open for the transaction of banking business;
- "CAO" means the Compliance Advisor Ombudsman, the independent accountability mechanism for IFC that impartially responds to environmental and social concerns of affected communities and aims to enhance outcomes;
- "CAO's Role" means the role of the CAO which is:
- (a) to respond to complaints by Persons who have been or are likely to be negatively affected by the social or environmental impacts; and
- (b) to oversee audits of social and environmental performance, particularly in relation to sensitive projects, and to ensure compliance with social and environmental policies, guidelines, procedures and systems;
- "Client" means any borrower, investee or other Person financed directly or indirectly by the Company Operations;

"Client Operations" means any operations or activities of the Clients (or with respect to any Client, the operations and activities of that Client) financed directly or indirectly by the Company Operations;

"Coercive Practice" has the meaning set forth in <u>Exhibit 1</u> (Anti-Corruption Guidelines for IFC Transactions);

"Collusive Practice" has the meaning set forth in <u>Exhibit 1</u> (Anti-Corruption Guidelines for IFC Transactions);

"Company Operations" means the existing and future operations, activities and facilities of the Company and its Subsidiaries (including the design, construction, operations, maintenance, management and monitoring thereof as applicable) in the Republic of India;

"Consent" means any approval, consent, license, registration, filing, notification, reporting, certificate, permit, no-objection, ratification, permission, waiver, exemption, authorization, order, qualification or similar authority of, from or by any Person, including without limitation, scheduled commercial banks and financial institutions and any Governmental Authority, or under or pursuant to Applicable Law;

"**Control**" (including with correlative meaning, the terms, "**controlling**", "**controlled by**" and "**under common control with**"), means the right to appoint majority of the directors on the board and/or the power to direct or control the management or policies decisions of a Person, directly or indirectly, whether through the ownership of shares or other securities, by contract or otherwise; *Provided that*, in any event, the direct or indirect ownership of Twenty-Six percent (26%) or more of the voting share capital of a Person is deemed to constitute Control of that Person;

"Corrupt Practice" has the meaning set forth in <u>Exhibit 1</u> (Anti-Corruption Guidelines for IFC Transactions);

"E&S Requirements" means the (a) Applicable S&E Law, (b) environmental and social Authorizations, (c) Performance Standards, (d) Environmental, Health and Safety Guidelines of WBG/IFC (general), (e) ESRS, (f) Action Plan, and (g) the Exclusion List;

"Exclusion List" means the list of prohibited activities set forth in Exhibit 2 (Exclusion List);

"Environment and Social Review Summary" or "ESRS" means the publicly disclosed document analyzing the environmental and social aspects of the Company, description of the main environmental and social risks and impacts, key mitigation measures and specifying actions needed to be undertaken by the Company in a manner consistent with the Performance Standards and included in the Action Plan;

"Fraudulent Practice" has the meaning set forth in <u>Exhibit 1</u> (Anti-Corruption Guidelines for IFC Transactions);

"Governmental Authority" or "Authority" means:

- (a) a government, whether foreign, supranational, central/federal, State, territorial, regional or local which has or claims jurisdiction over the relevant matter;
- (b) a department or office of a government acting in that capacity and shall include the Real Estate Regulatory Authority Haryana, Real Estate Regulatory Authority Uttar Pradesh, the Real Estate Regulatory Authority of any other State in which any Project is undertaken, Employee State Insurance Corporation, Department of Industrial Policy and Promotion, Ministry of Commerce and Industry and the Reserve Bank of India; and

(c) a commission, stock exchange, arbitral tribunal, tribunal, delegate, government-owned body, instrumentality, agency, board or other governmental, semi-governmental, judicial, administrative, regulatory, monetary or fiscal authority, whether statutory or not, or central bank (and any other Person whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank);

"Identified Subsidiaries" means the companies listed at Schedule 1 hereto;

"Material Adverse Effect" means any event, occurrence, fact, condition, change or development that, individually or in the aggregate with all other event, occurrence, fact, condition, change or development has an adverse effect on or is reasonably be expected to have an adverse effect on:

- (a) the assets (tangible or intangible), liabilities (including contingent liabilities), business, financial condition, results of operations, of the Company and/or any of the Subsidiaries;
- (b) the carrying on of business or operations of the Company and/ or any of its Subsidiaries;
- (c) the ability of the Company and/or any of the Subsidiaries to perform their respective obligations under this Agreement; and
- (d) the validity or enforceability of this Agreement, the validity or enforceability of any of the obligations contemplated herein, or validity or enforceability of the rights or remedies of the shareholders of the Company; and/ or the ability of the Company to comply with the Constitutional Documents, and ensure that each of the Subsidiaries complies with such Subsidiary's constitutional documents;

"Obstructive Practice" shall have the meaning set forth in <u>Exhibit 1</u> (Anti-Corruption Guidelines);

"**Performance Standards**" means Performance Standards on Social & Environmental Sustainability, dated January 1, 2012, prescribed by the International Finance Corporation, which are available publicly on its website at https://www.ifc.org/wps/wcm/connect/24e6bfc3-5de3-444d-be9b-226188c95454/PS English 2012 Full Document.pdf?MOD=AJPERES&CVID=jkV-X6h;

"Person" means and includes an individual, an association, a corporation, a partnership, a Hindu Undivided Family, limited liability company, a joint venture, a venture capital fund, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity and shall include its successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees from time to time:

"Related Dispute" has the meaning set forth in Section 5.04(h) (Arbitration);

"Related Party" shall, unless otherwise specified in this Agreement, have the meaning ascribed to the term in Section 2(76) of the Act;

"Rules" has the meaning set forth in Section 5.05(a) (Arbitration);

"S&E Performance Report" means the S&E Performance Report, in the form set forth in Exhibit 5 (Form of Annual Monitoring Report), setting out the specific social, environmental and developmental impact information to be provided by the Company in respect of the Company Operations;

"Sanctionable Practice" means any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice, or Obstructive Practice, as those terms are defined herein and interpreted in accordance with the Anti-Corruption Guidelines attached to this Agreement as <u>Exhibit 1</u> (Anti-Corruption Guidelines);

"**Shell Bank**" means a bank incorporated in a jurisdiction in which it has no physical presence, and which is not an Affiliate of a regulated bank or a regulated financial group;

"SIAC" has the meaning set forth in Section 5.04(a) (Arbitration);

"Subsidiaries" means, with respect to the Company: (a) each of the Identified Subsidiaries; and (b) an Affiliate: (x) over 50% (fifty percent) of whose capital is owned, directly or indirectly by such Person, or (y) in respect of which such Person has, directly or indirectly, the power to direct the management or policies thereof, whether through the ownership of shares or other securities, by contract or otherwise;

"World Bank" means the International Bank for Reconstruction and Development, an international organization established by Articles of Agreement among its member countries; and

"World Bank Listing of Ineligible Firms" means the list, as updated from time to time, of persons or entities ineligible to be awarded a World Bank Group-financed contract or otherwise sanctioned by the World Bank Group sanctions board for the periods indicated on the list because they were found to have violated the fraud and corruption provisions of the World Bank Group anticorruption guidelines and policies. The list may be found at http://www.worldbank.org/debarr or any successor website or location.

Section 1.02. *Interpretation*. In this Agreement,

- (a) a reference to "writing" or "written" means any method of reproducing words in a legible and non-transitory form (excluding, unless otherwise stated herein, e- mail);
- (b) a reference to "include" or "including" are to be construed without limitation and shall be construed as meaning "including but not limited to";
- (c) the term "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement;
- (d) the expression "directly or indirectly" means directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;
- (e) unless the context otherwise requires, the singular shall include the plural and vice versa, and, words denoting any gender shall include all genders;
- (f) the table of contents, headings, sub-headings, titles, and subtitles to Sections are for information only and shall not form part of the operative provisions of this Agreement or the Schedules hereto and shall be ignored in construing or interpreting the same;
- (g) a reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time before or after the Execution Date and any subordinate legislation made under the statutory provision (as so modified or re-enacted) before or after the Execution Date;
- (h) a procuring obligation, where used in the context of the Company means that the

Company undertakes to exercise voting rights and use any and all powers vested in them from time to time as a shareholder of the Subsidiary, to ensure compliance with that obligation;

- (i) any determination with respect to the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise shall be made by the Person to whose benefit such matter pertains, at its sole discretion;
- (j) unless expressly stated otherwise, the Parties acknowledge and agree that where any obligation or undertaking is imposed upon, or granted by, the Company under this Agreement, it shall be deemed to have been imposed upon, or granted by, the Company and each Subsidiary;
- (k) any Consent to be granted by IFC under this Agreement shall be deemed to mean the prior written consent of IFC;
- (l) References to the knowledge, information, belief or awareness of any Person shall be deemed to include the actual knowledge, information, belief or awareness of such Person after examining all information and making all due diligence and reasonable, due and careful inquiries and investigations which would be expected or required from a person of ordinary prudence; and
- (m) The Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

ARTICLE II

Covenants

Section 2.01. IFC Policy Reporting Covenants.

- (a) The Company shall promptly notify IFC upon becoming aware of any: (i) litigation or investigations or proceedings which have or may reasonably be expected to have a Material Adverse Effect; or (ii) any criminal investigations or proceedings against the Company or any Affiliate of the Company, and any such notification shall specify the nature of the action or proceeding and any steps that the Company proposes to take in response to the same.
- (b) Upon IFC's request, and with prior notice of 2 (two) Business Days to the Company, the Company shall permit representatives of IFC and the CAO, during normal office hours, to:
 - (i) visit any of the sites and premises where the business of the Company or its Subsidiaries is conducted;
 - (ii) inspect any of the sites, facilities, plants and equipment of the Company or its Subsidiaries;
 - (iii) have access to the books of account and all records of the Company and its Subsidiaries; and

(iv) have access to those employees, agents, contractors and subcontractors / of the Company and its Subsidiaries who have or may have knowledge of matters with respect to which IFC or the CAO seeks information;

provided that: (A) no such reasonable prior notice shall be necessary if special circumstances so require; and (B) in the case of the CAO, such access shall be for the purpose of carrying out the CAO's Role.

- (c) The Company shall and shall ensure that each of its Subsidiaries shall:
 - (i) within 90 (Ninety) days after the end of each Financial Year, deliver to IFC the corresponding S&E Performance Report in the form attached as **Exhibit 5** hereto confirming compliance with the Action Plan, the social and environmental covenants set forth in this Agreement and Applicable S&E Law, or, as the case may be, identifying any non-compliance or failure, and the actions being taken to remedy it, which information IFC may hold and use in accordance with IFC's Access to Information Policy, dated January 1, 2012, which is available at http://ifcnet.ifc.org/intranet/ifcpolproc.nsf/AttachmentsByTitle/700101IFCPolicyDisclosureInformation.pdf); and
 - (ii) within 3 (Three) days after its occurrence, notify IFC of any social, labor, health and safety, security or environmental incident, accident or circumstance having, or which could reasonably be expected to have, any material adverse social and/or environmental impact or any material adverse impact on the implementation or operation of the Company Operations in compliance with the Performance Standards, specifying in each case the nature of the incident, accident, or circumstance and the impact or effect arising or likely to arise there from, and the measures the Company or the relevant Subsidiary, as applicable, is taking or plans to take to address them and to prevent any future similar event; and keep IFC informed of the on-going implementation of those measures.
- (d) The Company shall furnish to IFC, within 30 (Thirty) days after the renewal or replacement of any of the insurance policies referred to in **Exhibit 3**, a copy of that policy; and
- (e) The Company shall provide IFC with information pertaining to development outcome indicators as set forth below in a format satisfactory to IFC. Such reporting to be on an annual basis:

Description of Outcome	Indicator	Baseline 2019	2020	2021	2022	2023	2024
Stakeholders effects: customer	Number of affordable housing units built	1,000					

Description of Outcome	Indicator	Baseline 2019	2020	2021	2022	2023	2024
	Average Cost per square foot (INR)	4,000					
	Average Unit Price (US\$)	25,714					
Economy-wide effects: value-	Number of Employees at project sites	200					
chain development and employment	Number of Employees at corporate level	350					
Competitiveness:	Number of units launched under Haryana affordable housing policy	8,000					
and replication	Market share of top 3 affordable housing players in Gurgaon	35 percent					
Sustainability: demonstration/ replication and market enabling	Number of units in the National Capital Region that are EDGE- certified	0					
	Number of Direct Employees	See above					
Gender Reporting	Number of Female Direct Employees	86					
	Number of Executive Management (C-suite) Positions	0					

Description of Outcome	Indicator	Baseline 2019	2020	2021	2022	2023	2024
	Number of Females in Executive Management (C-suite) Positions	0					
	Purchases from Domestic Suppliers (US\$ million)	32					
Other	Taxes and Other Payments (US\$ million)	23					
	Wages and Benefits (US\$ million)	4.5					
	GHG Emissions Reduction (tCO2/Year)	0					

Section 2.02. IFC Policy Covenants.

(a) <u>Sanctionable Practices</u>.

- (i) The Company hereby agrees that it shall not engage in (nor authorize or permit any of its Affiliates or any other Person acting on its behalf to engage in) any Sanctionable Practice with respect to the Company;
- (ii) The Company further covenants that should it become aware of any violation of Section 2.02 (a)(i), it shall promptly notify IFC; and
- (iii) If IFC notifies the Company of its concern that there has been a violation of Section 2.02 (a)(i), the Company shall cooperate in good faith with IFC and its representatives in determining whether such a violation has occurred, and shall respond promptly and in reasonable detail to any notice from IFC, and shall furnish documentary support for such response upon IFC's request.
- (b) <u>Affirmative Covenants</u>. The Company shall and shall ensure that each of its Subsidiaries shall:

- (i) implement the Action Plan and undertake the Company Operations in compliance with the Performance Standards and Applicable S&E Law; and
- (ii) periodically review the form of the S&E Performance Report and advise IFC as to whether revision of the form is necessary or appropriate in light of changes to the Company Operations and revise the form of the S&E Performance Report, if applicable, with the prior written consent of IFC.
- (c) <u>Negative Covenants</u>. The Company shall not and shall ensure that each of its Subsidiaries shall not:
 - (i) engage in any of the activities on the Exclusion List; and/or
 - (ii) amend the Action Plan without the prior written consent of IFC.
- (d) <u>UN Security Council Resolutions</u>. The Company shall not and shall ensure that each of its Subsidiaries shall not enter into any transaction or engage in any activity prohibited by any resolution of the United Nations Security Council under Chapter VII of the United Nations Charter.
- (e) <u>Shell Banks</u>. The Company shall not and shall ensure that each of its Subsidiaries shall not conduct business or enter into any transaction with, or transmit any funds through, a Shell Bank.
- (f) <u>Insurance</u>. The Company shall and shall ensure that its Subsidiaries shall: (i) insure and keep insured with reputable insurers its assets and business against insurable losses, including the insurances specified in <u>Exhibit 3</u> (including but not limited to Directors' and officers' liability insurance), on terms and conditions acceptable to IFC; (ii) promptly notify the relevant insurer of any claim under any policy written by that insurer and diligently pursue that claim; (iii) comply with all warranties and conditions under each insurance policy; (iv) not do or omit to do, or permit to be done or not done, anything which might prejudice the Company's and/or any of its Subsidiary's right to claim or recover under any insurance policy; and (v) within 30 (Thirty) days of any renewal or replacement of an insurance policy required in <u>Exhibit 3</u>, provide to IFC a copy of that policy.

Section 2.03. Restricted Issuance.

The Company shall not issue any securities of the Company to any of the individuals or entities named on (i) lists promulgated by the United Nations Security Council or its committees pursuant to resolutions issued under Chapter VII of the United Nations Charter; (ii) the World Bank Listing of Ineligible Firms (see www.worldbank.org/debarr); (iii) willful defaulter /caution list promulgated by the Reserve Bank of India (as publicly available) or any other similar lists promulgated by any Governmental Authority. Any issuance in breach of this Section 2.03 shall be null and void.

ARTICLE III

Term of Agreement

Section 3.01. <u>Term of Agreement</u>. Except as otherwise expressly set forth herein, this Agreement shall become effective as of the Listing Date and shall continue in force with respect to IFC until such time as IFC no longer holds any shares in the Company; provided, however, that

the provisions of Article I (*Definitions and Interpretation*), Section 5.01 (*Notices*), Section 5.03 (*English Language*), Section 5.04 (*Governing Law*), Section 5.05 (*Arbitration*), and Section 5.06 (*Announcements / Confidentiality*) of this Agreement shall survive the termination of this Agreement.

ARTICLE IV

Representations and Warranties

Section 4.01. *Representations and Warranties of the Company*. The Company hereby represents and warrants that each of the following statements is true, accurate and not misleading as of the date of this Agreement:

- (a) <u>Organization and Authority</u>. Each of the Company and the Identified Subsidiaries is a legal entity duly organized, validly existing and in good standing under the laws of its place of incorporation and has all the necessary corporate power and authority to enter into, deliver and perform its obligations under this Agreement;
- (b) <u>Validity</u>. This Agreement has been duly authorized and executed by the Company and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (c) <u>No Conflict</u>. The execution, delivery and performance by the Company of this Agreement and its compliance with the terms and provisions thereof, do not and will not:
 - (i) violate, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, or require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, or result in the creation of any encumbrance over any of its assets pursuant to, any note, bond, indenture, mortgage, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party or by which it is bound or affected;
 - (ii) violate, conflict with, or contravene any provision of the memorandum or articles of association of the Company; or
 - (iii) contravene any provision of any Applicable Law;
- (d) <u>Status of Consents</u>. The Company has obtained all necessary corporate, creditors', shareholders' and other Consents required under Applicable Law or under any contract or otherwise required to be obtained by them for the execution, delivery and performance of its obligations under this Agreement and each of such Consents are in full force and effect. The Company is not required to obtain any other Consents either under Applicable Law or under any contract or otherwise, for the execution and performance of this Agreement.

Section 4.02. <u>Representations and Warranties of IFC</u>. IFC hereby represents and warrants to the Company as follows:

(a) <u>Organization and Authority</u>. It is an international organization established by Articles of Agreement among its member countries and has the power and authority to enter into, deliver and perform its obligations under this Agreement;

- (b) <u>Validity</u>. This Agreement has been duly authorized and executed by it and constitutes its valid and legally binding obligation and enforceable in accordance with its terms;
- (c) <u>No Conflict</u>. The execution, delivery and performance of this Agreement will not contravene any law, regulation, order, decree or Authorization applicable to it or any provision of the Articles of Agreement establishing IFC; and
- (d) <u>Status of Consents</u>. It has taken all appropriate and necessary action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.

Section 4.03. <u>IFC Reliance</u>. The Company acknowledges that it has made the representations and warranties in Section 4.01 (*Representations and Warranties of the Company*), with the intention of inducing IFC to enter into this Agreement and that IFC has entered into this Agreement on the basis of and in full reliance on such representations and warranties. Each of the representations and warranties is to be construed independently and (except where this Agreement provides otherwise) is not limited by any provision of this Agreement or another representation and/or warranty.

ARTICLE V

Miscellaneous

Section 5.01. Notices.

(a) Any notice, request or other communication to be given or made under this Agreement shall be in writing. Subject to Section 5.01(c) (*Notices*), any such communication shall be delivered by hand, established courier service or electronic mail to the party to which it is required or permitted to be given or made at such party's address specified below or at such other address as such party has from time to time designated by written notice to the other party hereto, and subject to clause (b) shall be effective upon the earlier of (i) actual receipt and (ii) deemed receipt under Section 5.01(b) below.

For the Company:

Name: Signatureglobal (India) Limited

Address: 34, Road No. 61, Punjabi Bagh West, New Delhi - 110026;

E-mail: : ravi@signatureglobal.in with a copy to: Pradeep Kumar Aggarwal

(<u>pradeep@signatureglobal.in</u>) Attention: Ravi Aggarwal

For the IFC:

International Finance Corporation 2121 Pennsylvania Avenue, N.W. Washington, D.C. 20433

United States of America E-mail: Notifications@ifc.org

Attention: Director, Manufacturing, Agribusiness and Services Department

With a copy (in the case of communications relating to payments) sent to the attention of the Director, Financial Operations at:

Facsimile: +1 202-522-3064

Without in any way prejudicing, affecting or modifying the above, a copy of any notice given or made to IFC pursuant to the foregoing provisions shall also be sent by courier and facsimile to The Portfolio Manager, Manufacturing and Agribusiness Services, International Finance Corporation, 6th Floor, Asset number 07, Worldmark 3, Aerocity, New Delhi- 110037, Facsimile Number (+91-11-40531811/10).

- (b) Unless there is reasonable evidence that it was received at a different time, notice pursuant to this Section 5.01 is deemed given if: (i) delivered by hand, when left at the address referred to in Section 5.01(a); (ii) sent by established courier services within a country, 3 (three) Business Days after posting it or confirmation of its receipt, whichever is earlier; (iii) sent by established courier service between two countries, 6 (six) Business Days after posting it or confirmation of its receipt, whichever is earlier; and (iv) sent by electronic mail, when confirmation of its transmission has been recorded by the sender's electronic machine.
- (c) IFC has a secured document sharing website called "AccessIFC", located at accessifc.ifc.org. *Provided that* the Company has agreed to all the terms and conditions provided by IFC to access and use AccessIFC, IFC may, in its discretion, grant to the Company access to AccessIFC. In the event the Company has been granted access to AccessIFC, the Company shall deliver *via* AccessIFC any reporting requirements as may be mutually agreed between the Company and IFC.

Section 5.02. Saving of Rights.

- (a) The rights and remedies of IFC in relation to any misrepresentation or breach of warranty on the part of the Company shall not be prejudiced by any investigation by or on behalf of IFC into the affairs of the Company, by the execution or the performance of this Agreement or by any other act or thing by or on behalf of IFC which might prejudice such rights or remedies.
- (b) No course of dealing and no failure or delay by IFC in exercising any power, remedy, discretion, authority or other right under this Agreement or any other agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

Section 5.03. <u>English Language</u>. All documents to be provided or communications to be given or made under this Agreement shall be in English and, where the original version of any such document or communication is not in English, shall be accompanied by an English translation certified by an authorized representative to be a true and correct translation of the original. IFC may, if it so requires, obtain an English translation of any document or communication received in any other language at the cost and expense of the Company. In either case, IFC may deem any such translation to be the governing version.

Section 5.04. <u>Governing Law.</u> This Agreement, and all non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, the laws of India.

Section 5.05. Arbitration.

(a) Any dispute arising out of or in connection with this Agreement, including the existence, validity, invalidity, breach or termination thereof, shall be referred to and finally settled by arbitration in accordance with the Rules of Arbitration ("Rules") of the Singapore International Arbitration Centre ("SIAC") in force when the notice of arbitration is submitted in accordance

with the Rules, which rules are deemed to be incorporated by reference in this Section. The arbitral award is final and binding upon the Parties.

- (b) The arbitration shall be conducted in English.
- (c) The legal seat of arbitration shall be Singapore and the venue shall be in Mumbai, India.
- (d) There shall be 3 (Three) arbitrators ("**Arbitration Board**"), one nominated by the claimant(s), the second nominated by the respondent(s), and the third arbitrator, who shall act as presiding arbitrator, shall be nominated by the first two arbitrators. The claimant(s) and the respondent(s) shall nominate their respective arbitrator within a period of 30 (Thirty) days of the receipt of the request for arbitration. The third arbitrator shall be nominated by the two arbitrators within a period of 30 (Thirty) days of the nomination of the second arbitrator. If either the claimant(s) or the respondent(s) fail to nominate the two arbitrators, or the two arbitrators so nominated fail to nominate the presiding arbitrator, within the aforementioned time periods, then SIAC shall make such nomination(s) and appointment(s).
- (e) The Parties acknowledge and agree that no provision of this Agreement or of the Rules, nor the submission to arbitration by IFC, in any way constitutes or implies a waiver, termination or modification by IFC of any privilege, immunity or exemption of IFC granted in the Articles of Agreement establishing IFC, international conventions, or applicable law.
- (f) Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- (g) Except as may be otherwise determined by the Arbitration Board, (i) each Party shall pay its own fees, disbursements and other charges of its counsel and the arbitrators nominated by it, and (ii) the costs and expenses of the third arbitrator on the Arbitration Board shall be borne equally by each Party to the Dispute. The Arbitration Board would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.
- (h) Notwithstanding anything to the contrary contained herein, in the event that more than one dispute arises in relation to the same or substantially similar set of facts, controversy or claim ("**Related Disputes**"), the Parties agree that all of the Related Disputes (if capable of being resolved through a single set of arbitral proceedings) shall be resolved in a single arbitral proceeding, and separate arbitral proceedings shall not be initiated with respect to each such dispute. In the event that separate arbitral proceedings are initiated with respect to Related Disputes, it is the intent of the Parties that all such proceedings should be consolidated and resolved by a single arbitral tribunal.

Section 5.06. Announcements / Confidentiality.

- (a) The Company shall not:
 - (i) disclose any information either in writing or orally to any Person which is not a party to this Agreement; or
 - (ii) make or issue a public announcement, communication or circular,

about the subject matter of, or the transactions referred to in, this Agreement including by way of press release, promotional and publicity materials, posting of information on websites, granting of interviews or other communications with the press, or otherwise, other than: (A) to such of its officers, employees and advisers as reasonably require such information to comply with the terms of this Agreement; (B) to the extent required by law or regulation (including the rules of any stock

exchange on which the Company's shares are listed); (C) to the extent required for it to enforce its rights under this Agreement; and (D) with the prior written consent of IFC. Before any information is disclosed or any public announcement, communication or circulation made or issued pursuant to this Section 5.06, the Company must consult with IFC in advance about the timing, manner and content of the disclosure, announcement, communication or circulation (as the case may be).

- (b) The Company shall expressly inform any Person to whom it discloses any information under Section 5.06(a) of the restrictions set out in Section 5.06(a) with regards disclosure of such information and shall procure their compliance with the terms of this Section 5.06 as if they each were party to this Agreement as the Company and the Company shall be responsible for any breach by any such Person of the provisions of this Section 5.06.
- (c) The Company may not represent IFC's views on any matter or use IFC's name in any written material provided to third parties, without IFC's prior written consent.

Section 5.07. <u>Successors and Assigns</u>. Each Party shall not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party.

Section 5.08. <u>Amendments, Waivers and Consents</u>. Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by both of the Parties.

Section 5.09. *Counterparts*. This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute one and the same agreement.

Section 5.10. <u>Entire Agreement</u>. This Agreement supersedes all prior discussions, memoranda of understanding, agreements and arrangements (whether written or oral, including all correspondence), if any, between the parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Agreement.

Section 5.11. *Invalid Provisions*. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law from time to time: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

Section 5.12. *Specific Performance*. The parties acknowledge and agree that IFC would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by the Company could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which IFC may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

Section 5.13. <u>Waiver of Immunity</u>. To the extent the Company may be entitled in any jurisdiction to claim for itself or its assets immunity in respect of its obligations under this Agreement from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process or to the extent that in any jurisdiction that immunity (whether or not claimed) may be attributed to it or its assets, the Company irrevocably

agrees not to claim and irrevocably waives such immunity to the fullest extent permitted now or in the future by the laws of such jurisdiction.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the date first written above.

SIGNATUREGLOBAL (INDIA) LIMITED

Name: RAUI ASSARUAL

Title MANACING DIRECTOR

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the date first written above.

INTERNATIONAL FINANCE CORPORATION

Morics J. Chander
Name: Monica J Chander
Title: Manager

Title: Manager

ANTI-CORRUPTION GUIDELINES FOR IFC TRANSACTIONS

The purpose of these Guidelines is to clarify the meaning of the terms "Corrupt Practice", "Fraudulent Practice", "Coercive Practice", "Collusive Practice" and "Obstructive Practice" in the context of IFC operations.

1. CORRUPT PRACTICES

A "Corrupt Practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

INTERPRETATION

- A. Corrupt practices are understood as kickbacks and bribery. The conduct in question must involve the use of improper means (such as bribery) to violate or derogate a duty owed by the recipient in order for the payor to obtain an undue advantage or to avoid an obligation. Antitrust, securities and other violations of law that are not of this nature are excluded from the definition of corrupt practices.
- B. It is acknowledged that foreign investment agreements, concessions and other types of contracts commonly require investors to make contributions for bona fide social development purposes or to provide funding for infrastructure unrelated to the project. Similarly, investors are often required or expected to make contributions to bona fide local charities. These practices are not viewed as Corrupt Practices for purposes of these definitions, so long as they are permitted under local law and fully disclosed in the payor's books and records. Similarly, an investor will not be held liable for corrupt or fraudulent practices committed by entities that administer bona fide social development funds or charitable contributions.
- C. In the context of conduct between private parties, the offering, giving, receiving or soliciting of corporate hospitality and gifts that are customary by internationally accepted industry standards shall not constitute corrupt practices unless the action violates Applicable Law.
- D. Payment by private sector persons of the reasonable travel and entertainment expenses of public officials that are consistent with existing practice under relevant law and international conventions will not be viewed as Corrupt Practices.
- E. The World Bank Group does not condone facilitation payments. For the purposes of implementation, the interpretation of "Corrupt Practices" relating to facilitation payments will take into account relevant law and international conventions pertaining to corruption.

2. FRAUDULENT PRACTICES

A "Fraudulent Practice" is any action or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

INTERPRETATION

- A. An action, omission, or misrepresentation will be regarded as made recklessly if it is made with reckless indifference as to whether it is true or false. Mere inaccuracy in such information, committed through simple negligence, is not enough to constitute a "Fraudulent Practice" for purposes of this Agreement.
- B. Fraudulent Practices are intended to cover actions or omissions that are directed to or against a World Bank Group entity. It also covers Fraudulent Practices directed to or against a World Bank Group member country in connection with the award or implementation of a government contract or concession in a project financed by the World Bank Group. Frauds on other third parties are not condoned but are not specifically sanctioned in IFC, MIGA, or PRG operations. Similarly, other illegal behavior is not condoned, but will not be considered as a Fraudulent Practice for purposes of this Agreement.

3. COERCIVE PRACTICES

A "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

INTERPRETATION

- A. Coercive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.
- B. Coercive Practices are threatened or actual illegal actions such as personal injury or abduction, damage to property, or injury to legally recognizable interests, in order to obtain an undue advantage or to avoid an obligation. It is not intended to cover hard bargaining, the exercise of legal or contractual remedies or litigation.

4. COLLUSIVE PRACTICES

A "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

INTERPRETATION

Collusive Practices are actions undertaken for the purpose of bid rigging or in connection with public procurement or government contracting or in furtherance of a Corrupt Practice or a Fraudulent Practice.

5. OBSTRUCTIVE PRACTICES

An "Obstructive Practice" is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making of false statements to investigators, in order to materially impede a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) an act intended to materially impede the exercise of IFC's access to

contractually required information in connection with a World Bank Group investigation into allegations of a corrupt, fraudulent, coercive or collusive practice.

INTERPRETATION

Any action legally or otherwise properly taken by a party to maintain or preserve its regulatory, legal or constitutional rights such as the attorney-client privilege, regardless of whether such action had the effect of impeding an investigation, does not constitute an Obstructive Practice.

GENERAL INTERPRETATION

A person should not be liable for actions taken by unrelated third parties unless the first party participated in the prohibited act in question.

EXCLUSION LIST

- a) Production or activities involving harmful or exploitative forms of forced labour 1/harmful child labour.²
- b) Production or trade in any product or activity deemed illegal under host country laws or regulations or international conventions and agreements.
- c) Production or trade in weapons and munitions.³
- d) Production or trade in alcoholic beverages (excluding beer and wine).
- e) Production or trade in tobacco.
- f) Gambling, casinos and equivalent enterprises.
- g) Trade in wildlife or wildlife products regulated under Convention on International Trade in Endangered Species of Wild Fauna and Flora.
- h) Production or trade in radioactive materials.⁴
- i) Production or trade in or use of unbonded asbestos fibers.⁵
- j) Commercial logging operations or the purchase of logging equipment for use in primary tropical moist forest (prohibited by the Forestry policy).⁶
- k) Production or trade in products containing PCBs.⁷
- 1) Production or trade in pharmaceuticals subject to international phase outs or bans.
- m) Production or trade in pesticides/herbicides subject to international phase out.
- n) Production or trade in ozone depleting substances subject to international phase out. 8
- o) Drift net fishing in the marine environment using nets in excess of 2.5 km in length.
- p) Knowingly provide or permit to be provided any product or services (or any text, pictures, graphics, sound, video, or other data in connection with any services) that:

¹ Forced labuor means all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

² Harmful child labuor means the employment of children that is economical exploitive, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health, or physical, mental, spiritual, moral, or social development.

³ These activities are prohibited only if a Portfolio Company is substantially involved in such activities, i.e. the activity is not considered ancillary to such portfolio Company's primary operations.

⁴ This does not apply to the purchase of medical equipment, quality control (measurement) equipment and any equipment where IFC considers the radioactive source to be trivial and/or adequately shielded.

⁵ This does not apply to the purchase and use of bonded asbestos cement sheeting where the asbestos content is <20%.

⁶ See IFC OP 4.35, Forestry (under review).

⁷ PCBs: Polychlorinated biphenyls – a group of highly toxic chemicals. PCBs are likely to be found in oil-filled electrical transformers, capacitators and switchgear dating from 1950-1985.Ozone Depleting Substances (ODSs): Chemical compounds which react with and deplete ozone, resulting in the widely publicized 'ozone holes'. The Montreal Protocol lists ODSs and their target reduction and phase out dates.

⁸ Ozone Depleting Substances (ODSs): Chemical compounds which react with and deplete ozone, resulting in the widely publicized 'ozone holes'. The Montreal Protocol lists ODSs and their target reduction and phase out dates.

- 1. infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights or publicity of privacy;
- 2. violate any law, statute, ordinance or regulation (including, without limitation, the laws and regulations governing export control);
- 3. are defamatory, trade libelous, unlawfully threatening or harassing;
- 4. are obscene or pornographic or contain child pornography;
- 5. violate any laws regarding competition, privacy, anti-discrimination or false advertising; or
- 6. contain any viruses, Trojan horses, worms, time-bombs, cancel bots or other computer routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

EXHIBIT 3

MINIMUM INSURANCE REQUIREMENTS

1. DURING CONSTRUCTION WORKS

- a) Erection/ Construction All Risks, based on full contract value, insuring Owner, contractors and sub-contractors as insured and including:
 - i) Strike, Riot & Civil Commotion
 - ii) Debris Removal
 - iii) Extra Expenses
 - iv) Extended Maintenance Period
 - v) Third Party Liability

2. AT ALL TIMES

- a) Directors and Officers Liability
- b) All insurances required by Applicable Laws and regulations.

EXHIBIT 4

ACTION PLAN

Task Description	Milestone	Anticipation
1. Company shall develop an Environmental and Social Management System (ESMS) covering both construction and operation phases. The ESMS will include but not be limited to: (i) screening procedure/checklist for assessing E&S risks and impacts associated with the new projects (ii) policy/guidelines for land purchase; (iii) environment, health and safety (EHS) procedures for construction phase integrating the safety manual already in place; (iv) EHS procedures for operation and maintenance activities; (v) procedures for emergency preparedness and evacuation; (vi) employee and community grievance mechanism meeting requirements of Performance Standard 2; (vii) checklist for labor camp facilities; (viii) check-list for ensuring compliance with EHS requirements and legal requirements on working conditions and non-deployment of child and forced labor; and (ix) procedure for deployment of security personnel including dos and don'ts for deployment of armed	To be developed before 31 July 2019	Completion Date 31st July 2019
security personnel. Deliverables: Corporate ESMS 2. Company will hire a qualified, preferably independent fire safety professional acceptable to IFC to conduct a review for two housing projects to confirm fire safety compliance with the requirements of relevant life and fire safety (L&FS) Indian regulations and initial design. The review should include among others: fire prevention, means of egress, detection and alarm system, compartmentation, fire suppression and control, emergency response planning, and review of emergency plans to enhance and standardize the guidance for evacuation in case of emergencies, especially regarding life and fire safety. As needed a corrective action plan with a time frame for implementation will be submitted after the professional's first review. Deliverables:	Prior to start of construction and after finalisation of design Confirmation post construction and before occupancy of the building	31st December 2019
LFS review of one project		
3. Company will conduct a third-party audit of EHS	During construction	30 th June 2020

Task Description	Milestone	Anticipation Completion Date
and labor related compliance for at least two construction projects through an external consultant (acceptable to IFC) against procedures developed as part of ESMS and IFC Performance Standards requirements. As part of the review, the land purchase process for the specific development will also be reviewed to ensure its compliance with land acquisition policy/guidelines developed as part of the ESMS. Deliverables: Third party audit of EHS and labor related compliance for at least two construction projects	phase (2 months post start of construction)	Completion Date
4. The Company will contractually require the construction contractor and their sub-contractor to ensure compliance with national requirements related to working hours, overtime payment, grievance mechanism and minimum wages.	Before issuance of any contract	31 st July 2019
Deliverables:		
Evidence of implementation and sample contract agreements		

S&E PERFORMANCE REPORT



ENVIRONMENTAL AND SOCIAL PERFORMANCE ANNUAL MONITORING REPORT (AMR)

SIGNATUREGLOBAL (INDIA) LIMITED

#41206

REPORTING PERIOD: (month/year) through (month/year)

AMR COMPLETION DATE: (day/month/year)

Environment, Social and Governance Department 2121 Pennsylvania Avenue, NW Washington, DC 20433 USA www.ifc.org/enviro

AMR SECTION I

INTRODUCTION

IFC's Investment Agreement requires SignatureGlobal (India) Limited] (Signatureglobal) to prepare a comprehensive Annual Monitoring Report (AMR) on the environmental and social (E&S) performance of its facilities and operations. This document comprises IFC's preferred format for E&S performance reporting. The following template may be supplemented with annexes as appropriate to ensure all relevant information on project performance is reported.

Contents:

- Project Information
- Client's Representation Statement by Sponsor authorized representative
- Summary of Key E&S Aspects during the Reporting Period
- New Development/ Corporate Financing
- Action Plan Status and Update
- Deviations/non-compliances
- Developmental Outcome (DOTs) Indicators
- Corporate Governance Action Plans
- Client's Feedback

AMR SECTION II

Client's Representation Statement by Sponsor authorized representative

- I in my role of and representing SignatureGlobal (India) Limited] certify that:
- a) The Project is in compliance with all applicable E & S Requirements as described in the investment agreement/contract/.../, and all actions required to be undertaken pursuant to the Environmental and Social Action Plan (ESAP) and any subsequent supplemental action plans. (when applies: with the exception made for those that have been disclosed in Section seven (VII) in this report (Section VII is to include any such deviation/non-compliance that the client must inform IFC of)
- b) In relation to the Project there are no:
 - Circumstances or occurrences that have given or would give rise to violations of E &S and labor Laws or E &S and labor Claims;
 - Social unrest, local population disruption or negative NGO attention due to the project;
 - Material social or environmental risks or issues in relation to the Project other than those identified by the E&S Assessment and the Environmental and Social Review Summary;
 - Existing or, to the best of the Borrower's knowledge, threatened complaint, order, directive, claim, citation or notice from any Authority;
 - Any written communication from any Person, in either case, concerning the Project's failure to comply with any matter covered by the Performance Standards; and
 - Ongoing or, to the best knowledge of the Borrower, threatened, strikes, slowdowns or work stoppages by employees of the Borrower or any contractor or subcontractor with respect to the Project.
- c) All information contained in this AMR is true, complete and accurate in all respects at the time of submission and no such document or material omitted any information the omission of which would have made such document or material misleading.
- d) There have not been any new company activities (e.g. expansions, construction works, etc) that could generate adverse environmental effects? And there have been no new ESIA studies, audits, or E&S action plans conducted by or on behalf of (the Client Company), with respect to any Environmental or Social standards/regulation/ applicable to the Project that IFC has not been notified of

Signature Date

AMR SECTION III

(a) SUMMARY OF KEY E&S ASPECTS DURING THE REPORTING PERIOD

This section aims to identify the key E&S progress/activities/incidents during the Reporting period (include Summary of Key Findings for the Reporting Period e.g. non-compliances, significant incidents⁹, social unrest, significant improvements/initiatives regarding E&S performance. Etc)

Project Status

Provide the current status of the projects including any developments which have taken place over the reporting period. For example, has construction been started? Provide list of locations where construction has been initiated.

(List all the projects of the Company and highlight those under IFC financing).

For each of the following category provide the following details: Name of project, address, city, state, built-up area; no. of buildings and floors, expected/actual date of completion of the project).

Name & Address of the project:

	Built up area:	
	No. of buildings:	
	Expected date of completion:	
	Projects completed prior to this reporting period	
	Projects that became operational during this reporting period	
	Projects currently under construction	
	Projects under planning / design	
Fil	l information here	
1 00		
	Hove there been any other significant developments even the remerting poriod?	
	Have there been any other significant developments over the reporting period?	
	Yes No	

Examples of significant incidents follow. Chemical and/or hydrocarbon materials spills; fire, explosion or unplanned releases, including during transportation; ecological damage/destruction; local population impact, complaint or protest; failure of emissions or effluent treatment; legal/administrative notice of violation; penalties, fines, or increase in pollution charges; negative media attention; chance cultural finds; labor unrest or disputes; local community concerns.

companies, etc. Please describe the details e.g. % construction, operations, etc.]							
If Yes, fill infori	mation here						
Note: Please pr	ovide inform:	ation separately	for all new proje	ects.			
PS1: Assessme	nt and Mana	gement of Envi	ronmental and	Social Risks an	d Impacts		
Please provide that the projects			lowing <u>voluntary</u>	_Management sy	estems certification		
	Not being considered	Future consideration	Currently implementing	Successfully implemented	Date of certification/re-certification		
ISO 9001 Quality							
ISO 14001 Environment							
OHSAS 1800 - OHS							
Green Building Certification							
labor and social E&S issues. Describe the lev	(E&S) aspect	ts during the repo nental, social and	orting period. Des	cribe role of pers	health and safety sonnel in charge o ed to staff. Provide		
caused damage; attention of outs	brought abou ide parties; a <u>f</u>	t injuries or fatal	nt Environmental of ities or other head oor or adjacent po ty.	th problems; att	racted the		
Fatalities of Local popul Negative me Disruption of	ation disruption edia attention of emissions of with the labor	ies including tran on r effluent treatme					
Fill information	here						

[e.g. new operations, new significant equipment installed, any acquisition/merging of other

Describe any ongoing public consultation and disclosure, liaison with non-governmental organizations (NGOs), civil society, local communities or public relations efforts on environmental and social aspects.

Briefly describe new initiatives implemented during the reporting period or additional managerial efforts on E&S aspects (e.g. Energy/water savings, sustainability report, waste minimization, etc)

Briefly describe the number and type of comments and/or grievances received by the Company in relation to E&S Issues? How many have been resolved and how many are pending? (Please attach a table with grievance redress registry)

PS2. Labor	and Working	g Conditions			
Have you ch		uman Resources	s (HR) policies,	procedures o	r working conditions during
$\square Yes$	□ No				
Provide deta	uils				
Provide the j	following infor	mation regardir	ıg your workfo	rce:	
Site	# of direction employees	# female direct	# employee terminated	# employee hired	#Contract Workers
Corporate office					
Site 1					
Site 2					
		ance with the lo , overtime hour.			including on working hours, ct workers.
$\square Yes$	□ No				
If not, please	e provide detai	ls of such non-c	ompliance and	corrective acti	ions.
Have the pro	ojects been requ	uired to lay off r	more than 10%	of the workfor	rce
\Box Yes	$\bigcap No$				

If yes, please provide a detailed description of the process and how principles of non-discrimination and fair conditions were applied during the process.

Fill information here:		

Occupational Health and Safety

Describe the main changes implemented in terms of Occupational Health and Safety (OHS) during the reporting period, e.g. identification of hazards, substitution of chemicals, new controls, etc.

Fill information here	
·	

Occupational Health and Safety Indicators

Report Total numbers fo each parameter	This reporting	g period	Reporting period- Previous year		
·	Direct employees	Contractor employees	Direct employees	Contractor employees	
Total number of Employees					
Total man-hours worked - Annual					
Total number of lost time occupational injuries					
Total number of lost workday due to injuries					
Number of fatalities					

Provide details for the non-fatal injuries during this reporting period:

Company or contractor employee?	Facility	Total workdays los	Description of injury ¹⁰	Cause of accident	Corrective measures to prevent reoccurrence

Describe in detail fatalities and vehicle accidents, including corrective measures (provide copies of OHS investigation and respective corrective plan).

Lost workdays are the number of workdays (consecutive or not) beyond the date of injury or onset of illness that the employees was away from work or limited to restricted work activity because of an occupational injury or illness.

 $^{^{10}}$ Injury: Incapacity to work for at least one full workday beyond the day on which the accident or illness occurred.

Significant Incidents

Date of Incident	Type of Incident	Brief Description of Incident	Fatalities? (Y/N)	# of Fatalities	Preventive measures takes after the incident

Fire Safety Monitoring

Fire Safety Verification Activities	Mandatory Frequency	Conducted (Yes/No)	Actual Frequency	Observed Deficiencies ¹¹	Corrective Actions and Schedule For Implementation ¹⁵
Fire Drills/Evacuation Drills/Emergency Response Drills	-				
Inspection and certification of fire detection and suppression electrical and mechanical systems	Minimum: one (1)/year				
Portable fire extinguisher inspection, refilling/recharging	Minimum: two (2) inspections / year				

PS3. Resource Efficiency and Pollution Prevention

Please provide the name and location of all monitoring points and provide data in the units requested in the WBG guidelines for each of the projects.

(a) Ambient noise:

Attach additional sheets as needed to fully describe observed deficiencies.

Attach additional sheets as needed to fully describe corrective actions and implementation.

Sample Frequency (e.g. quarterly)	Ambient Noise Parameters	Performance in WBG/IFC units	Project Performance In WBG/IFC Units Average	Host Country Regulatory Limits and Units	Performance in Host Country Unit Average of Biannual Events
Monitoring 1	Location (please specify) –				
	Residential, institutional, educational receptors, Daytime (07:00-22:00 hours)	L _{eq} (hourly), 55 dB(A)	dB(A)		
	Residential, institutional, educational receptors, Nighttime (22:00-07:00 hours)	L _{eq} (hourly), 45 dB(A)	dB(A)		
	Industrial, commercial receptors Daytime (07:00-22:00 hours)	L _{eq} (hourly), 70 dB(A)	dB(A)		
	Industrial, commercial receptors, Night time (22:00-07:00 hours)	L _{eq} (hourly), 70 dB(A)	dB(A)		

(b) Ambient air quality:

Sample Frequency (e.g. quarterly)	Ambient Air Quality Parameter	World Bank Group/IFC Maximum Levels	Performance In WBG/IFC Units Annual Average	Host Country Regulatory Limits and units	Performance in Host Country units Annual average
Monitoring L	ocation (please specify)				
	Particulate Matter (PM ₁₀)				
	-1 year				
	PM ₁₀ – 24 hour		μg/r	n	
	PM _{2.5} – 24 hour				
	SOx – 24 hour		μg/r	n	
	NOx - 1 year		μg/r	n	
	NOx - 1 hour		μg/r		

Sample	Required	World Bank	Performance	Host Country ,	Performance in Host
Frequency	Laboratory	Group/IFC	In WBG/IFO	Regulatory	Country units Annual
(e.g. quarterly)	Analysis for	Maximum	Units	Limits and	Average
	Collected	Levels	Annual	units	
	Samples		Average		
Diesel Generator ((DG) Sets				
	Flue gas flow	None	Nm ³ /hr		
	rate				
	Particulate matte	mg/Nm^3	mg/Nm^3		
	(PM)				
			2		
	NOx	mg/Nm ³	mg/Nm ³		
	SO_2	mg/Nm3	mg/Nm^3		

(c) Liquid effluent discharges:

Sample Frequency (e.g. quarterly)	Required Laboratory Analysis for Collected Samples	WBG/IFC Maximum Leve	Performance in WBG/IFC units Annual average	
	рН	6-9		
	Biochemical oxygen demand (BOD ₅)	30 mg/L	mg	
	Chemical oxygen demand (COD)	125 mg/L	mg	
	Total Nitrogen	10 mg/L	mg.	
	Total Phosphorus	2 mg/L	mg.	
	Oil and grease	10 mg/L	mg	
	Total suspended solids (TSS)	50 mg/L	mg	
	Total Coliform Bacteria	MPN ¹³ 400/100 ml	mg	

If any of the EHS guidelines or local regulatory limits are exceeded please explain the cause and, if appropriate, describe the planned corrective actions to prevent re-occurrence.

(d) Energy and Water management (please provide info for all projects):

Utility Type	Units	For the negative posited
		For the reporting period
Grid electricity	MWh	
Liquefied Petroleum Gas (LPG)	m ³	
Natural Gas	m ³	
Diesel	L	
Other fuel (specify)	L	
Water	m ³	
Wastewater	m ³	
Specific Grid Electricity consumption	kWh/m ²	

¹³ Most Probable Number.

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Specific Other Energy Consumption (based on fue	kWh/m²	
consumption)		
Water Consumption	m ³ /guest-night	

(e) Waste and Hazardous Materials Generated (please provide info for all projects):

Hazardous and Non- hazardous Waste Type	 Method of Storage and Handling	Method of Recycling, Reuse or Disposal ¹⁴

Community Health, Safety and Security

Using the table below list and briefly describe any new initiatives implemented in relation to communitys health and safety during the reporting period. Include risk assessments, new infrastructure and equipment; hazardous materials and safety management, transportation and exposure to disease.

Mitigation Measure	Expected or actual date of Implementation	Planned future mitigation efforts?

During the reporting period any emergency drills have been conducted with community participation. Are the communities aware of the emergency response plans?

Please describe any changes in the Company's engagement with private/public security forces during the reporting period and any corresponding agreements.

Land Acquisition and Involuntary Resettlement

Please provide the details of land purchased for the projects during the reporting period.

Location	Area (in m2)	Project Name	Nature of Purchase (Direct/through Aggregators)

Describe disposal method (e.g. landfill, incineration, land farming, reuse, etc.) Provide name and location of disposal facility used; state if waste is sold as byproduct, scrap or a material to be used by others; state name and business of purchaser. Provide additional sheets as needed to fully describe disposal, organizations involved in waste management, facility permits, and agency authorizations.

Do all the land pur policy/guidelines?	Do all the land purchases made during the reporting period comply with the agreed land acquisition policy/guidelines?							
Yes	No							
If not, please provide	e details on the	nature and reason o	of deviations from t	he policy.				
Has the company m PS5 ☐Yes	ade any new in	vestment or acquis	sitions that have re	settlement issues a	s defined by			
If yes please provi	* * *	d information of the	ne Resettlement Actulans or reports.	tion Plan, Framewo	ork or other			
Using the Table provided below list any grievance or dispute (include court action) regarding land acquisition or resettlement received during the reporting period, describe how it was addressed and its current status.								
Grievance/ Disp date	out Complaina	nt Issue	Resolved (Y/N)	Action taken	Date closed			

AMR SECTION V

Action Plan Status and Update

Please update us in the current status of the action plan, define the dates when pending actions will be implemented. Please refer to the initial ESAP for the indicators and deliverables.

Task Description	Milestone	Anticipation	Status as on date of
		Completion	reporting
		Date	
1. Company shall develop an Environmental	To be	31st July 2019	
and Social Management System (ESMS)	developed before		
covering both construction and operation	31 July 2019		
phases. The ESMS will include but not be			
limited to:			
(i) screening procedure/checklist for assessing			
E&S risks and impacts associated with the new			
projects;			

Task Description	Milestone	Completion	Status as on date of reporting
(iii) policy/guidelines for land purchase; (iii)EHS procedures for construction phase integrating the safety manual already in place; (iv)EHS procedures for operation and maintenance activities; (v)procedures for emergency preparedness and evacuation; (vi) employee and community grievance e mechanism meeting PS2 requirements; (vii) checklist for labor camp facilities; (viii) check-list for ensuring compliance with EHS requirements and legal requirements on working conditions and non-deployment of child and forced labor; and (ix) procedure for deployment of security personnel including dos and don'ts for deployment of armed security personnel. Deliverables: Corporate ESMS Company will hire a qualified, preferably independent fire safety professional acceptable to IFC to conduct a review for two housing projects to confirm fire safety compliance with the requirements of relevant L&FS Indian regulations and initial design. The review should include among others: fire prevention, means of egress, detection and alarm system, compartmentation, fire suppression and control, emergency response planning, and review of emergency plans to enhance and standardize the guidance for evacuation in case of emergencies, especially regarding life and fire safety. As needed a corrective action plan with a time frame for implementation will be submitted after the professional's first review. Deliverables: LFS review of one project	Prior to start of construction and after finalisation of design Confirmation post construction and before occupancy of the building	31st December 2019	
Company will conduct a third-party audit of EHS and labor related compliance for at least two construction projects through an external consultant (acceptable to IFC) against procedures developed as part of ESMS and IFC Performance Standards requirements. As part of the review, the land purchase process for the specific development will also be reviewed to ensure its compliance with land acquisition policy/guidelines developed as part of the ESMS. Deliverables: Third party audit of EHS and labor related compliance for at least two construction projects The Company contractually require the	During construction phase (2 months post start of construction) Before issuance of	30 th June 2020	

Task Description	Milestone	Anticipation	Status as on date of
		Completion	reporting
		Date	
construction contractor and their sub-contractor to ensure compliance with national requirements related to working hours, overtime payment, grievance mechanism and minimum wages.	any contract		
Deliverables: Evidence of implementation and sample contract agreements			

AMR SECTION VI

Deviation/non-Compliances

The following are the identified deviation/non-compliances identified in reference to the following: (i) IFC's Performance Standards; (ii) Environmental and Social Action Plan; (iii) Non-compliance with local environmental and Social regulations iv) Applicable EHS Guidelines

If there are any non-compliances/deviations, please record and provide additional information if necessary.

Areas of Interests	Non- Compliances Identified	Corrective Action Plan	Status of Completion	Completion Date
IFC's Performance Standards (PS1-				
8)				
Environmental and Social Action				
Plan				
Local environmental and Social				
regulations				
Applicable EHS Guidelines				

Please explain the cause and, if appropriate, describe the planned corrective actions to prevent reoccurrence.

AMR SECTION VIII

Client's Feedback

Please check the box that best represent your evaluation of the support received from IFC. On dealing with E&S aspects of the investment, how diligently in your opinion has IFC been able:

Areas of IFC Assistance	No opinion	Excellent level of support	Above the expectations	As reasonably expected	Below what was expected	Comments
To help you in the interpretation and applicability of IFC's Performance Standards						
To provide you with guidance for the implementation of the Environmental and Social Action Plan (ESAP)						
To share the outcomes of IFC supervision visits to the project and on agreein in corrective actions						
To demonstrate flexibility and creativity to guide the Company's management of project's E&S issues.						

SECTION IX JOINT DEVELOPMENT EFFECTIVENESS MONITORING REPORT

	Impact Description	Indicator	
	Benefits to consumers	Number of residential units constructed (#)	
	Transfers to government	Taxes and other payments (Rs.)	
Economic	Economic impact	Locally purchased goods and services (Rs.)	
ono		Total number of new employees (#)	
Ec.		Number of new female employees (#)	
	Employment	Number of skilled workers employed during project construction (#)	
		Number of unskilled and/or semi-skilled workers*	
		employed during project construction (#)	
		Wages paid to employees (US\$MM)	
Social		Occupational Injury (frequency: per million man hours)	
Environmental & Social Performance bertomance manufacture performance		Life & fire safety (Y/N)	
er		Gender-responsive physical design features designed and	
Gender		built in subprojects (Y/N – provide samples) Adequate worker facilities provided, including special facilities for women (e.g, childcare and education facilities at construction sites) (Y/N – provide samples)	

*Under Indian labor laws, "unskilled" is defined as work involving simple operation requiring little or no skill or experience on the job. "Semiskilled" is defined as work that involves skill acquired through experience on the job and capable of being performed under the supervision of a skilled employee and includes unskilled supervisory work. "Skilled" work means work that involves skill or competence acquired through experience on the job or through training as an apprentice or in a technical or vocational institute and calls for initiative and judgment.

(Source: Assessing Private Sector Contributions to Job Creation: IFC Open Source Study, http://www.ifc.org/wps/wcm/connect/bd6875004cdf631abf86fff81ee631cc/IFC_DOTS_factsheet_OCL.pdf?MOD=AJPERES, accessed on 17 June 2015)

 * Data for number of employees & wages pertains to total employees of all the project & corporate office.

SCHEDULE 1

DETAILS OF IDENTIFIED SUBSIDIARIES

Sr. No.	Name of the Identified Subsidiary	Details of the Identified Subsidiary
1.	Fantabulous Town Developers Private Limited	A company incorporated as a private limited company on June 16, 2011 under the Companies Act, 1956. Its corporate identification number is U70101DL2011PTC364078 and its registered office is situated at Unit no. 1308, 13 th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
2.	Forever Buildtech Private Limited	A company incorporated as a private limited company on September 6, 2012 under the Companies Act, 1956. Its corporate identification number is U70109DL2012PTC241744 and its registered office is situated at 13 th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
3.	Indeed Fincap Private Limited	A company originally incorporated as Charles (India) Private Limited, a private limited company, on November 1, 1985 under the Companies Act, 1956. Its name was changed to Indeed Fincap Private Limited pursuant to certificate of incorporation dated June 3, 2019 for change of name. Its corporate identification number is U51109DL1985PTC327816 and its registered office is situated at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
4.	JMK Holdings Private Limited	A company incorporated as a private limited company, on July 11, 2013 under the Companies Act, 1956. Its corporate identification number is U70109DL2013PTC255232 and its registered office is situated at 13 th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
5.	Maa Vaishno Net-Tech Private Limited	A company incorporated as a private limited company on November 21, 2005 under the Companies Act, 1956. Its corporate identification number is U72900DL2005PTC142738 and its registered office is situated at 13 th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
6.	Rose Building Solutions Private Limited	A company incorporated as a private limited company on September 6, 2013 under the Companies Act, 1956. Its corporate identification number is U70109DL2013PTC257303 and its registered office is situated at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
7.	Signature Builders Private Limited	A company incorporated as a private limited company on June 2, 2011 under the Companies Act,

		1956. Its corporate identification number is
		U70101DL2011PTC220275 and its registered office is situated at 1309, 13 th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
8.	Signatureglobal Business Park Private Limited	A company incorporated as a private limited company on February 18, 2019 under the Companies Act, 2013. Its corporate identification number is U70109DL2019PTC346164 and its registered office
		is situated at 13 th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
9.	Signatureglobal Developers Private Limited	A company originally incorporated as Manira Developers Private Limited, a private limited company, on September 12, 2012 under the Companies Act, 1956. Its name was changed to Signatureglobal Developers Private Limited pursuant to certificate of incorporation for change of name dated December 31, 2014. Its corporate identification number is U70109DL2012PTC241901 and its registered office is situated at Unit no. 1308, 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba
10.	Signatureglobal Homes	Road, Connaught Place, New Delhi 110 001, India. A company originally incorporated as Jain Bothra
	Private Limited	Stocks Private Limited, a private limited company, on April 11, 2008 under the Companies Act, 1956. Its name was changed to Signatureglobal Homes Private Limited pursuant to certificate of incorporation for change of name dated February 2, 2017. Its corporate identification number is U70100DL2008PTC176641 and its registered office is situated at Unit no. 1309, 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
11.	Signature Infrabuild Private Limited	A company incorporated as a private limited company on January 29, 2013 under the Companies Act, 2013. Its corporate identification number is U70100DL2013PTC247676 and its registered office is situated at Unit no. 1310, 13 th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.
12.	Sternal Buildcon Private Limited	A company incorporated as a private limited company on October 9, 2009 under the Companies Act, 1956. Its corporate identification number is U70109DL2009PTC195052 and its registered office is situated at 13 th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001, India.