

May 10, 2024

To,
The General Manager,
Corporate Relations Department
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street, Mumbai 400 001

Dear Sirs,

Sub.: Notice of the Extra-ordinary General Meeting of the Company

Pursuant to regulation 50 of the SEBI (Listing Obligation & Disclosure Requirements) Regulations, 2015, and any other applicable provision, we are pleased to enclose herewith the Notice convening an Extra-ordinary General Meeting (“EGM”) of the members of the Company to be held on **Monday, May 13, 2024, at 03.00 p.m. (IST)** at 54A, Tardeo Road, Near Film Center Building, Mumbai – 400034 at shorter notice.

You are requested to kindly take the same on record.

Thanking you,

Yours faithfully,
For Setco Auto Systems Private Limited

Hiren Vala
Company Secretary

Encl: a/a



SETCO AUTO SYSTEMS PRIVATE LIMITED

CIN: U35100GJ2010PTC062770

Registered Office: Baroda-Godhra Highway, Kalol (Panchmahals), Pin Code - 389 330, Gujarat, India

Tel No.: 02676-270600, **Fax:** 02676-235524;

E-mail: investor.relations@setcoauto.com; **Website:** www.setcoauto.com

NOTICE OF EXTRA-ORDINARY GENERAL MEETING

Dear Member(s),

NOTICE IS HEREBY GIVEN that the Extra-Ordinary General Meeting (“**EGM**”) of the Members of Setco Auto Systems Private Limited (“**Company**”) will be held on **Monday, 13th May 2024, at 3:00 p.m. (IST)** at 54A, Tardeo, Near Film Center Building, Tardeo Road, Mumbai - 400034 at shorter notice to transact the following businesses:

SPECIAL BUSINESS:

- 1. Approval for issuance of up to 2,000 (two thousand) secured, listed, rated, redeemable, non-convertible debentures by the Company on a private placement basis**

To consider and if thought fit, to pass, the following resolution **as a Special Resolution:**

“**RESOLVED THAT** pursuant to the provisions of Sections 42, 62, 71, 179(3) and other applicable provisions, if any, of the Companies Act, 2013 (“**Act**”) read with the Rule 14 and all other applicable provisions of the Companies (Prospectus and Allotment of Securities) Rules, 2014, and other relevant rules made thereunder (as may be applicable), including any statutory modifications, amendments, substitutions or re-enactment from time to time, to the extent applicable, as amended from time to time, the rules, regulations, guidelines and circulars, as amended from time to time, and the provisions of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended or replaced from time to time, and the rules, regulations, guidelines and circulars issued thereunder or otherwise by the Securities and Exchange Board of India, and pursuant to the provisions of the memorandum of association and the articles of association of the Company, and subject to such other approvals, consent, permissions, as may be required, approval of the Shareholders, be and is hereby accorded to the Company to issue and allot up to 2,000 (two thousand) secured, listed, rated, redeemable, non-convertible debentures (“**NCDs**”) in 3 (three) series and in one or more tranches, in dematerialised form, having a face value of INR 1,00,000 (Indian Rupees one lac) each, aggregating up to INR 20,00,00,000 (Indian Rupees twenty crore), on a private placement basis to India Resurgence Fund - Scheme 1 and India Resurgence Fund - Scheme 2, the schemes of the India Resurgence Fund managed by India Resurgence Asset Management Business Private Limited and/ or any other persons (“**Debenture Holders**”), on the terms and conditions set out in the debenture trust deed to be entered into between, *inter alios*, Vistra (ITCL) India Limited (*acting as the debenture trustee on behalf of and for the benefit of the debenture holders*) (“**Debenture Trustee**”) and the Company (“**Debenture Trust Deed/ Deed**”).

RESOLVED FURTHER THAT the NCDs to be allotted shall be made fully paid up at the time of allotment.

RESOLVED FURTHER THAT without prejudice to the generality of the above, the issue of the NCDs shall be subject to the following terms and conditions, which terms shall be as more particularly specified under the Debenture Trust Deed:

Sl. No.	Topic	Details
1.	Instrument	Secured, listed, rated, redeemable, non-convertible debenture
2.	Amount	Upto INR 20,00,00,000 (Indian Rupees twenty crore)
3.	Coupon	23% (Out of 23%, 5% payable monthly and 18% payable at the time of redemption)
4.	Face Value	INR 1,00,000 (Indian Rupees one lakh)
5.	Rating	Rated
6.	Listing	Listed
7.	Issue price	Upto INR 20,00,00,000 (Indian Rupees twenty crore)
8.	Tenure/Duration of the NCDs	On or before September 7, 2025
9.	Security	Secured

RESOLVED FURTHER THAT pursuant to the provisions of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, to sign, execute, file, amend, supplement and deliver the general information document and further pursuant to provisions of the Act and the Companies (Prospectus and Allotment of Securities) Rules, 2014, the name of the Debenture Holders, be recorded and a private placement offer cum application letter in Form PAS-4 be issued to the Debenture Holders, inviting them to subscribe to the NCDs, the draft of Form PAS-4 as tabled at this meeting and duly initialed by the Chairman for the purpose of identification is hereby approved.

RESOLVED FURTHER THAT the Company shall not utilize the proceeds of such issue until the NCDs are allotted and the return of allotment is filed with the relevant Registrar of Companies in Form PAS-3.

RESOLVED FURTHER THAT the Company shall record the name of the Debenture Holders and maintain such record of private placement offer of NCDs in Form PAS-5.

RESOLVED FURTHER THAT the board of directors of the Company ("**Board**", which term shall be deemed to include any committee thereof) be and are hereby severally authorised to record the name of the holders of the NCDs in the register of debenture holders and to undertake such other deeds and acts as may be required to give effect to the issuance and allotment of the NCDs.

RESOLVED FURTHER THAT the consent of the Shareholders be and is hereby accorded to the Debenture Holder(s)/ Debenture Trustee to appoint and replace 1 (one) nominee director on the Board at any time until the due repayment of the NCDs, and in accordance with the terms of the Debenture Trust Deed and the other transaction documents to be entered into in connection with the NCDs ("**Transaction Documents**"/ "**Debenture Documents**") (without any further instruction, consent or acknowledgement from the Company and/or the shareholders), who shall not be liable to retire by rotation and shall hold office until the NCDs have been irrevocably and fully paid and settled to the satisfaction of the Debenture Trustee/ the Debenture Holders.

RESOLVED FURTHER THAT the consent of the Shareholders be and is hereby accorded to the Debenture Trustee/ Debenture Holder(s) to appoint and replace 1 (one) observer on the Board at any time from time to time, at Debenture Trustee's/ Debenture Holder's discretion until the due repayment of the NCDs, and in accordance with the terms of the Debenture Trust Deed and the other Transaction Documents (without any further instruction, consent or acknowledgement from the Company and/or the shareholders), who shall be entitled to receive all notices, agenda, etc., and to attend all shareholders' meetings and meetings of the Board and meetings of any committees of the Board.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board, be and is hereby jointly and severally authorised on behalf of the Company to do all such other acts, deeds, matters and things as the Board may, in its absolute discretion, deem necessary or desirable for such purpose, without being required to seek any further consent or approval of the members of the Company, including but not limited to filing relevant documents with the relevant Registrar of Companies, designated stock exchanges, depositories, registrar and transfer agents, issuing clarifications, resolving all questions of doubt, effecting any modifications or changes to the foregoing (including modification(s) to the terms of the issue, including as to interest, premium, repayment, security or otherwise howsoever as it may deem fit), entering into contracts, arrangements, agreements, documents, applications, instruments and writings and to authorize all such persons as may be necessary, in connection therewith and incidental thereto as the Board in its absolute discretion may deem appropriate, and to settle all questions, difficulties or doubts that may arise in regard to the offer, issue and allotment of the NCDs and utilization of the proceeds and take all other steps which may be incidental, consequential, relevant or ancillary in this connection and to effect any modification(s) to the foregoing.

RESOLVED FURTHER THAT the Board be and is hereby authorized to delegate all or any of its powers conferred upon it by this resolution, as it may deem fit in its absolute discretion, to any committee of directors or any other director(s) or the company secretary or any other officer(s) of the Company to do all such acts, deeds, matters and things as also to execute such documents, writings, etc. as may be necessary and to represent the Company before any governmental or regulatory authorities and to appoint any professional advisors, bankers, consultants and advocates to give effect to the aforesaid resolution and further to take all other steps which may be incidental, consequential, relevant or ancillary in this regard.

RESOLVED FURTHER THAT all actions taken by the Board or committee(s) duly constituted for this purpose in connection with any matter(s) referred to or contemplated in the foregoing resolutions be and are hereby approved, ratified and confirmed in all respects.

RESOLVED FURTHER THAT the copies of the foregoing resolutions certified to be true copies by any director of the Company be furnished to such persons as may be deemed necessary."

2. Approval for creation of security under Section 180(1)(a) of the Companies Act, 2013

To consider and if thought fit, to pass, the following resolution **as a Special Resolution**:

“RESOLVED THAT in supersession of the previous resolutions dated August 10, 2021 passed by the Shareholders, and pursuant to Section 180(1)(a) and other applicable provisions, if any, of the Act and the rules made thereunder, as amended from time to time, the consent of the Shareholders be and is hereby accorded to the Board to create such charges, mortgages, hypothecations, encumbrances, security interests, and/ or pledges, in addition to the existing charges, mortgages, hypothecations, encumbrances, security interests, and/ or pledges created by the Company, on such movable and immovable properties, both present and future, and on the whole or part of the undertaking of the Company of every nature and kind whatsoever and/or creating a floating charge in all or any present and / or future movable or immovable properties of the Company and the whole or substantially the whole of the undertaking of the Company together with power to take over the management of the business and concern of the Company in certain events, in such manner as the Board may deem fit, in favour of companies, body corporate(s), banks, financial institutions, alternative investment funds and any other lenders, debenture holders or debenture trustees to secure the amount borrowed (principal together with interest, charges, costs, expenses and all other monies payable) by the Company or any third party (hereinafter collectively referred to as **“Borrowings”**) provided that the principal amount of the Borrowings shall not at any time exceed INR 1000,00,00,000 (Indian Rupees one thousand crore), which principal amount is exclusive of any interest, charges, costs, expenses and all other monies payable by the Company pursuant to the consent accorded under this resolution in respect of such Borrowings.

RESOLVED FURTHER THAT the Board be and is hereby authorised to consider, evaluate, negotiate and finalise the terms and conditions on which such charges, mortgages, hypothecations, encumbrances, security interests, and/ or pledges are to be created, from time to time, as it may deem fit, without requiring the Board to obtain any further approval from the Shareholders.

RESOLVED FURTHER THAT the Board or any committee or any director or person(s) authorised by the Board is hereby severally authorised to negotiate, finalise, sign and execute all deeds, applications, documents, instruments and writings that may be required to be signed, on behalf of the Company and generally to do all such acts, deeds and things that may be necessary, proper, expedient or incidental for the purpose of giving effect to this Resolution and for matters connected therewith or incidental thereto and to delegate all or any powers conferred herein to any officer/ authorised representative of the Company and/ or in such manner as it may deem fit, including without limitation, making requisite filings and representations to the jurisdictional Registrar of Companies, designated stock exchanges, depositories, registrar and transfer agents and any other regulatory/ statutory/ governmental bodies as required, giving customary representations and warranties, together with such indemnities as may be deemed necessary and/or expedient, in their discretion and with power on behalf of the Company to settle all questions, difficulties or doubts that may arise in regard.

RESOLVED FURTHER THAT all actions taken by the Board or committee(s) duly constituted for this purpose in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.

RESOLVED FURTHER THAT the copies of the above resolutions certified to be true copies by any director of the Company be furnished to such persons as may be deemed necessary.”

3. Approval for borrowing limits under Section 180(1)(c) of the Companies Act, 2013

To consider and if thought fit, to pass, the following resolution **as a Special Resolution**:

“RESOLVED THAT in supersession of the previous resolutions dated August 10, 2021 passed by the Shareholders, and pursuant to Section 180(1)(c) and other applicable provisions, if any, of the Act and the rules made thereunder, as amended from time to time, the consent of the Shareholders be and is hereby accorded to the Board for raising or borrowing any sums of monies as they may deem appropriate for the purposes of the Company, from any person including any companies, body corporate(s), bank, financial institution, alternative investment fund and any other lenders or debenture trustees, from time to time, either by issue of any debentures, bonds, or otherwise in any other manner whatsoever, notwithstanding that such sums of monies together with the monies already borrowed by the Company (apart from the temporary loans obtained from the Company’s bankers in the ordinary course of business) exceed the aggregate of the paid-up capital of the Company and its free reserves, i.e., reserves not set apart for any specific purpose and securities premium, provided however that, the total principal amount so borrowed by the Company shall not exceed INR 1000,00,00,000 (Indian Rupees one thousand crore), which principal amount is exclusive of any interest, charges, costs, expenses and all other monies payable by the Company pursuant to the consent accorded under this resolution in respect of such borrowings.

RESOLVED FURTHER THAT the Board be and is hereby authorised to consider, evaluate, negotiate and finalise the terms and conditions under which such monies are to be borrowed, from time to time, including as to interest, repayment, security or otherwise howsoever as it may deem fit, without requiring the Board to obtain any further approval from the Shareholders.

RESOLVED FURTHER THAT the Board or any committee or any director or person(s) authorised by the Board is hereby severally authorised to negotiate, finalise, sign and execute all deeds, applications, documents, letters, power(s) of attorney, undertakings, instruments and writings that may be required to be signed, on behalf of the Company and generally to do all such acts, deeds and things that may be necessary, proper, expedient or incidental for the purpose of giving effect to

this resolution and for matters connected therewith or incidental thereto and to delegate all or any powers conferred herein to any officer/ authorised representative of the Company and/ or in such manner as it may deem fit, including without limitation, making requisite filings and representations to the jurisdictional Registrar of Companies, stock exchanges and any other regulatory/ statutory/ governmental bodies as required, giving customary representations and warranties, together with such indemnities as may be deemed necessary and/or expedient, in their discretion and with power on behalf of the Company to settle all questions, difficulties or doubts that may arise in regard.

RESOLVED FURTHER THAT all actions taken by the Board or committee(s) duly constituted for this purpose in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.

RESOLVED FURTHER THAT the copies of the above resolutions certified to be true copies by any director of the Company be furnished to such persons as may be deemed necessary.”

4. Approval of issuance of share warrants by the Company on a preferential basis to India Resurgence Asset Management Business Private Limited (acting as investment manager of India Resurgence Fund - Scheme 1 and India Resurgence Fund - Scheme 2

To consider and if thought fit, to pass, the following resolution as a **Special Resolution**:

“**RESOLVED THAT** pursuant to the provisions of Sections 42, 62, 179(3) and other applicable provisions, if any, of the Act read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, and Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014, and other relevant rules made thereunder (as may be applicable), including any statutory modification or re-enactment or amendment thereof for the time being in force, the memorandum and articles of association of the Company and subject to such approvals, consent and permissions, as may be required from any governmental authority; regulatory authority, banks and/or financial institutions, secured lenders, and any other third parties etc., the consent of the Shareholders be and is hereby accorded to the Board, to consider, evaluate and approve the issuance by the Company of 38,030 (thirty eight thousand thirty) and 1,25,188 (one lac twenty five thousand one hundred eighty eight) convertible warrants of face value of INR 10 (Indian Rupees ten) each (“**Warrants**”) to India Resurgence Asset Management Business Private Limited (acting as investment manager of India Resurgence Fund - Scheme 1 (“**Investor 1**”) and India Resurgence Fund - Scheme 2 (“**Investor 2**”) respectively in the following manner, each convertible into, or exchangeable for, 1 (one) fully paid up equity share of the Company of face value of INR 10 (Indian Rupees ten) each (“**Equity Shares**”), which shall upon conversion rank *pari-passu* with the existing Equity Shares of the Company, in such form and manner and upon such terms and conditions as may be determined by the Board in accordance with the Act or other provisions of the law as may be prevailing at the time:

Warrant Holder	No. of Warrants	Option Amount
Investor 1	38,030	Upto INR 75,72,520
Investor 2	1,25,188	Upto INR 2,49,27,480

RESOLVED FURTHER THAT subject to any adjustments consequent upon any corporate actions (such as bonus issue, split, consolidation or other similar corporate action) the Warrants, when fully exercised, shall convert into an aggregate of 1,63,218 (one lac sixty three thousand two hundred eighteen) equity shares of the Company, representing 13% (thirteen percent) of the Equity Shares (on a fully diluted basis) at a post money valuation of INR 100,00,00,000 (Indian Rupees one hundred crores), provided that the minimum conversion price of the Warrants so issued shall not be less than the price arrived at in accordance with the valuation report to be prepared by a registered valuer under Sections 42 and 62 of the Act and Rule 13 of the Companies (Share Capital and Debenture) Rules, 2014 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and a Chartered Accountant in terms of Foreign Exchange Management (Non-debt Instruments) Rules, 2019.

RESOLVED FURTHER THAT consent of the members of the Company be and is hereby granted to procure the preparation of valuation reports and authorize the preparation of valuation reports (as required under Sections 42 and 62 of the Act and Rule 13 of the Companies (Share Capital and Debenture) Rules, 2014 and Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the Foreign Exchange Management (Non-debt Instruments) Rules, 2019.

RESOLVED FURTHER THAT without prejudice to the generality of the above, the issue of Warrants shall be subject to the following terms and conditions which is as follows:

- a) Each Warrant on exercise shall entitle its holder to purchase 1 (one) equity share. The Company shall obtain fair valuation of the Equity Shares as on date of issuance of the Warrants as required for due compliance with applicable law and provide the same to the subscriber;
- b) Exercise Period in respect of each Warrant means the period expiring on 18 (eighteen) months from the date their respective allotment;
- c) The option amount paid against a Warrant ("**Option Amount**") shall be adjusted against the price payable at the time of exercise ("**Exercise Price**"). In the event a Warrant is not exercised within the Exercise Period, the Option Price paid against the same shall stand forfeited;
- d) The entitlement to subscribe to and purchase Equity Shares under the Warrants shall be appropriately adjusted in the event of any bonus issue, split, consolidation or other similar corporate action with respect to Equity Shares;
- e) The right attached to Warrants may be exercised by the Warrant holder in the manner specified in the Warrant Subscription Agreement dated March 21, 2024, in one or more tranches, at any time on or before the expiry of the Exercise Period by issuing a written notice to the Company specifying the number of Warrants proposed to be converted along with the aggregate amount payable thereon.
- f) Equity Shares to be issued and allotted by the Company on exercising of the option against the Warrants shall rank *pari-passu* in all respects including dividend with the then existing fully paid-up Equity Shares of the Company.
- g) The Warrants and the Equity Shares to be issued upon the exercise shall be allotted in dematerialised form.

RESOLVED FURTHER THAT consent of the members of the Company be and is hereby granted pursuant to the provisions of the Act and the Companies (Prospectus and Allotment of Securities) Rules, 2014, to issue a private placement offer cum application letter in Form PAS-4 to Investor 1 and Investor 2, inviting them to subscribe to the Warrants, the draft of Form PAS-4 as tabled at this meeting and duly initialed by the Chairman for the purpose of identification is hereby approved.

RESOLVED FURTHER THAT the Company shall not utilise the proceeds of such issue until the Warrants are allotted and the return of allotment is filed with the Registrar of Companies in Form PAS-3.

RESOLVED FURTHER THAT the Company shall record the name of Investor 1 and Investor 2 and maintain such record of private placement offer of Warrants in Form PAS-5.

RESOLVED FURTHER THAT the Board or committee(s) duly constituted be and is hereby authorized to issue and allot such number Equity Shares of the Company as may be required to be issued and allotted upon exercise of the conversion option in the Warrants held by Investor 1 and Investor 2.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, the Board, be and is hereby authorised on behalf of the Company to do all such other acts, deeds, matters and things

as the Board may, in its absolute discretion, deem necessary or desirable for such purpose and consider, evaluate, negotiate and finalize the terms and conditions of such investment from time to time, as it may deem fit, without being required to seek any further consent or approval of the Shareholders, including but not limited to filing relevant documents with the Registrar of Companies, issuing clarifications, resolving all questions of doubt, effecting any modifications or changes to the foregoing (including modification(s) to the terms of the issue), entering into contracts, arrangements, agreements (including the amendatory shareholders agreement), documents and to authorize all such persons as may be necessary, in connection therewith and incidental thereto as the Board in its absolute discretion may deem appropriate, and to settle all questions, difficulties or doubts that may arise in regard to the offer, issue and allotment of the Warrants and Equity Shares, as the case maybe and utilization of the proceeds and take all other steps which may be incidental, consequential, relevant or ancillary in this connection and to effect any modification(s) to the foregoing.

RESOLVED FURTHER THAT the Board or any committee or any director or person(s) authorised by the Board is hereby severally authorised to negotiate, finalise, sign and execute all deeds, applications, documents, instruments and writings that may be required to be signed, on behalf of the Company and generally to do all such acts, deeds and things that may be necessary, proper, expedient or incidental for the purpose of giving effect to this resolution and for matters connected therewith or incidental thereto.

RESOLVED FURTHER THAT the Board be and is hereby authorized to delegate all or any of its powers conferred upon it by this resolution, as it may deem fit in its absolute discretion, to any Committee of Directors or any other Director(s) or the Company Secretary or any other officer(s) of the Company to do all such acts, deeds, matters and things as also to execute such documents, writings, etc. as may be necessary and to represent the Company before any governmental or regulatory authorities and to appoint any professional advisors, bankers, consultants and advocates to give effect to the aforesaid resolution and further to take all other steps which may be incidental, consequential, relevant or ancillary in this regard.

RESOLVED FURTHER THAT all actions taken by the Board or committee(s) duly constituted for this purpose in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.

RESOLVED FURTHER THAT the copies of the above resolutions certified to be true copies by any Director of the Company be furnished to such persons as may be deemed necessary."

5. Approval in respect of related party transactions to be entered into inter se between the group companies

To consider and if thought fit, to pass, the following resolution **as a Ordinary Resolution**:

"RESOLVED THAT pursuant to Section 188, if and to the extent required or appropriate, and other applicable provisions, if any, of the Act, the rules made thereunder (including any statutory modification or re-enactment or amendment thereof for the time being in force), applicable provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR**", which term shall include any amendments, statutory modification or re-enactment thereof for the time being in force) including Regulation 23 of the SEBI LODR and any other rules and regulations framed by the Securities and Exchange Board of India, the memorandum of association and articles of association of the Company and subject to such approvals and permissions, as may be required from any governmental authority, regulatory authority, banks and/or financial institutions, secured lenders, and any other third parties etc., the consent of the Shareholders be and is hereby accorded to the Board, to consider, evaluate and approve:

- (a) the corporate guarantee(s) to be issued by the Setco Automotive Limited ("**SAL**") and Setco

- Engineering Private Limited ("**SEPL**") in respect of the NCDs to be subscribed by the Debenture Holders, in favour of the Debenture Trustee;
- (b) the execution of Debenture Trust Deed, in respect of the NCDs, execution of share warrant agreement to be executed *inter alia* between the Company and the Debenture Holders;
 - (c) the put option to be provided by SAL, SEPL, Mr. Udit Sheth and Mr. Harish Sheth, in favour of the Debenture Trustee (acting on behalf of, and for the benefit of the Debenture Holders) in respect of the NCDs;
 - (d) any contracts, agreements, documents or any kind of arrangements or transactions (existing, present or future) between the Company and Lava Cast Private Limited ("**LCPL**") in relation to any purchase, supply and/ or trade of ferrous castings and any additional products that are agreed between LCPL and the Company;
 - (e) the shortfall undertaking(s) to be provided by SAL, SEPL, Mr. Harish Sheth and Mr. Udit Sheth in favour of the debenture trustees appointed in connection with the:
 - (i) secured, unlisted non-convertible debentures of the Company for a principal amount/ face value aggregating to INR 350,00,00,000 (Indian Rupees three hundred fifty crore) ("**SAL NCDs**"); and
 - (ii) secured, listed, non-convertible debentures of the Company, for a principal amount/ face value aggregating to INR 215,00,00,000 (Indian Rupees two hundred fifteen crore) ("**SASPL NCDs**"), issued by the Company and subscribed by India Resurgence Fund - Scheme 1 and India Resurgence Fund - Scheme 2, the schemes of the India Resurgence Fund managed by India Resurgence Asset Management Business Private Limited (together the "**Existing Debenture Holders**") *inter alia* to infuse funds (by SAL, SEPL, Mr. Harish Sheth and Mr. Udit Sheth) on occurrence of any default in servicing the payment obligations of LCPL towards Bank of Baroda;
 - (f) the put option to be provided by SAL, SEPL, Mr. Udit Sheth and Mr. Harish Sheth in favour of Existing Debenture Holders/ debenture trustees appointed in connection with the SAL NCDs and the SASPL NCDs;
 - (g) the shortfall undertaking(s) to be provided by SAL, SEPL, Mr. Harish Sheth and Mr. Udit Sheth in favour of the Debenture Trustee *inter alia* to infuse funds (by SAL, SEPL, Mr. Harish Sheth and Mr. Udit Sheth) on occurrence of any default in servicing the payment obligations of LCPL towards Bank of Baroda;
 - (h) the undertaking to be provided by LCPL in favour of the Debenture Trustee to *inter alia* (a) restructure its debt obligations towards Bank of Baroda; (b) comply with covenants under the Transaction Documents including transfer or withdrawal of funds with prior written approval of the Debenture Holders; (c) appoint cash monitoring agency; (d) maintain insurances in respect of the Company's business; (e) appoint statutory and internal auditor, etc;
 - (i) the ratification and affirmation of subscription by the Company of up to 1,00,000 (one lac) non-convertible debentures of the face value of INR 1,000 (Indian Rupees one thousand) each, issued by LCPL aggregating to up to INR 10,00,00,000 (Indian Rupees ten crore);
 - (j) any pledge(s) and/ or encumbrance(s) to be created on the shares, preference shares of the Company, SEPL and/ or SAL in connection with the NCDs, the SAL NCDs and the SASPL NCDs;
 - (k) any amendments, restatements and/or modifications to the existing transaction documents/ debenture documents executed/ to be executed in connection with the SAL NCDs and the SASPL NCDs to *inter alia* (a) change/ increase the obligations of the Company (including payment obligations) with respect to the SAL NCDs and the SASPL NCDs; and (b) record additional terms and conditions in respect of the SAL NCDs and the SASPL NCDs, as acceptable to the Existing Debenture Holders;
 - (l) any guarantee(s), security(s), charge(s) and/ or undertaking(s) provided by the Company, LCPL, SEPL, Setco Holdings Private Limited, Transstadia Enterprises Private Limited, or any

- other related parties or associate/ group companies of the Company (including subsidiary, associate and joint venture companies of the Company) *inter alia* in respect of the NCDs, the SAL NCDs and/ or the SASPL NCDs;
- (m) any restructuring, amendments, modifications and/ or supplements in respect of the loan taken by LCPL from Bank of Baroda; and
- (n) any amendments, modifications and/ or supplements in respect of the existing transaction documents executed/ to be executed in connection with the SAL NCDs and the SASPL NCDs, and/ or any existing related party transactions (including with respect to any sales, purchases, commission related arrangements) and/or any new transactions to be entered into either between the Company and its related parties or *inter-se* between group companies or between group companies and related parties of the Company (including holding, subsidiary, associate and joint venture companies of the Company) on such terms and conditions and with effect from such date and in such manner as the Board may think fit and proper, including but not limited to the following transactions:
- (i) during financial years 2024-25 and 2025-26, for entering into and / or carrying out and / or continuing with existing contracts / arrangements/ transactions or modification(s) of earlier/ arrangements/transactions or as fresh and independent transaction(s) or otherwise (whether individually or series of transaction(s) taken together or otherwise), between the Company and LCPL, which the latter being a company in which there is a common director, notwithstanding the fact that the aggregate value of all these transaction(s), whether undertaken directly by the Company or along with its subsidiary(ies), may exceed the prescribed thresholds as per provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**SEBI Listing Regulations**”, which term shall include any amendments, statutory modifications and/ or re-enactments therefor from the time being in force) as applicable from time to time, provided, however, that the said contract(s)/ arrangement(s)/ transaction(s) shall be carried out at an arm’s length basis and in the ordinary course of business of the Company;
- (ii) during financial years 2024-25 and 2025-26, for entering into and / or carrying out and / or continuing with existing contracts / arrangements/ transactions or modification(s) of earlier/ arrangements/transactions or as fresh and independent transaction(s) or otherwise (whether individually or series of transaction(s) taken together or otherwise), between the Company and foreign subsidiary companies of SAL (being the parent company of the Company) viz. Setco Automotive (UK) Ltd., Setco Automotive (NA) Inc. and Setco MEA DMCC, all being the related parties of the Company, notwithstanding the fact that the aggregate value of all these transaction(s), whether undertaken directly by the Company or along with its subsidiary(ies), may exceed the prescribed thresholds as per provisions of the SEBI Listing Regulations as applicable from time to time, provided, however, that the said contract(s)/ arrangement(s)/ transaction(s) shall be carried out at an arm’s length basis and in the ordinary course of business of the Company.
- (iii) during financial years 2024-25 and for the period commencing from April 1, 2025 to September 30, 2025, for entering into and / or carrying out and / or continuing with existing contracts / arrangements/ transactions or modification(s) of earlier/ arrangements/transactions or as fresh and independent transaction(s) or otherwise (whether individually or series of transaction(s) taken together or otherwise), between the Company and SEPL being a company in which there are common directors, notwithstanding the fact that the aggregate value of all these transaction(s), whether undertaken directly by the Company or along with its subsidiary(ies), may exceed the prescribed thresholds as per provisions of the SEBI Listing Regulations as applicable from time to time, provided, however, that the said contract(s)/ arrangement(s)/ transaction(s) shall be carried out at an arm’s length basis and in the ordinary course of business of the Company.

- (iv) any amendments to any existing related party transactions (including with respect to any sales, purchases, commission related arrangements) and/or enter into any new transactions either between the Company and its related parties or inter-se between group companies or between group companies and related parties of the Company (including subsidiary, associate and joint venture companies of the Company), subject to the transaction being on an arms-length basis and on such terms and conditions and with effect from such date and in such manner as the Board may think fit and proper.”

RESOLVED FURTHER THAT the Board be and is hereby authorised to consider, evaluate, negotiate and finalise the terms and conditions of such related party transactions, from time to time, as it may deem fit, without requiring the Board to obtain any further approval from the Shareholders.

RESOLVED FURTHER THAT the Board or any committee or any director or person(s) authorised by the Board is hereby severally authorised to sign and execute all deeds, applications, documents, instruments and writings that may be required to be signed, on behalf of the Company with power to alter and vary the terms and conditions of such contracts / arrangements / transactions and generally to do all such acts, deeds and things that may be necessary, proper, expedient or incidental for the purpose of giving effect to this resolution and for matters connected therewith or incidental thereto and to delegate all or any powers conferred herein to any officer/ authorised representative of the Company and/ or in such manner as it may deem fit, including without limitation, making requisite filings and representations to the jurisdictional Registrar of Companies, stock exchanges and any other regulatory/ statutory/ governmental bodies as required, giving customary representations and warranties, together with such indemnities as may be deemed necessary and/or expedient, in their discretion and with power on behalf of the Company to settle all questions, difficulties or doubts that may arise in regard.

RESOLVED FURTHER THAT all actions taken by the Board or committee(s) duly constituted for this purpose in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.

RESOLVED FURTHER THAT the copies of the above resolutions certified to be true copies by any Director of the Company be furnished to such persons as may be deemed necessary.”

6. Approval for conversion of NCDs into equity shares

To consider and if thought fit, to pass, the following resolution **as a Special Resolution:**

“**RESOLVED THAT** pursuant to the provisions of Section 62(3) and other applicable provisions, if any, of the Act and other applicable laws (including any statutory modification(s) or re-enactment (s) thereof for the time being in force), the approval of the Shareholders of the Company be and is hereby accorded to the Company to issue NCDs with an option to the Debenture Holders to convert all or part of the amount due and outstanding in respect of the NCDs into shares of the Company from time to time, in accordance with the terms and conditions as specified in the Debenture Trust Deed and the Transaction Documents.”

“**RESOLVED FURTHER THAT** on receipt of a notice of conversion from the Debenture Holders/ Debenture Trustee for the NCDs, the Board be and is hereby authorised to issue and allot the requisite number of shares of the Company to the Debenture Holders in accordance with the terms and conditions of the Debenture Trust Deed and the Transaction Documents and to do all such acts, deeds and things as may be necessary in this regard.”

RESOLVED FURTHER THAT for the purpose of giving effect to the aforesaid resolution, the Board be and is hereby authorised to do all such acts, deeds, matters and things, as it may in its absolute discretion deem necessary, proper or desirable and to settle any question, difficulty or doubt that may arise in the said regard.

RESOLVED FURTHER THAT all actions taken by the Board or committee(s) duly constituted for this purpose in connection with any matter(s) referred to or contemplated in the foregoing resolution be and are hereby approved, ratified and confirmed in all respects.

RESOLVED FURTHER THAT the copies of the above resolutions certified to be true copies by any director of the Company be furnished to such persons as may be deemed necessary."

7. To consider and approve the appointment of Mr. Mrinal Chandran (DIN 02578553) as a Non-Executive Nominee Director of the Company in place of Mr. Ashwani Maheshwari

To consider and if thought fit, to pass, the following resolution **as a Special Resolution:**

"RESOLVED THAT consent of the members of the company be and is hereby granted pursuant to the Debenture Trust Deed ("**Deed**") executed inter alia by the Company and Vistra ITCL (India) Limited ("**Debenture Trustee**"), provisions of Sections 152, 160 and other applicable provisions, if any, of the Companies Act, 2013 (including any statutory modification or re-enactment thereof for the time being in force) read with the Companies (Appointment and Qualifications of Directors) Rules, 2014, all other applicable laws and regulations, the Memorandum and the Articles of Association of the Company, for the appointment of Mr. Mrinal Chandran (DIN 02578553) being the nominee of the Debenture Trustee, as Non-Executive Director of the Company in place of Mr. Ashwani Maheshwari (DIN 07341295), with effect from 26th February, 2024 and who shall not be liable to retire by rotation and whose appointment shall be in accordance with the Deed.

RESOLVED FURTHER THAT Mr. Harish Sheth, Chairman and Managing Director and/or Mr. Udit Sheth, Vice Chairman of the Company and/or Mr. Kuldeep Singh, Chief Financial Officer and/or Mr. Hiren Vala, Company Secretary of the Company, be and are hereby severally authorised to sign such documents/agreements/papers relating to the aforesaid appointment and to do all such acts and deeds and file all such forms, returns, documents and letters with the appropriate authorities including the Registrar of Companies (including Form DIR-12) and updating the register of directors of the Company and sharing certified copies of such registers and forms with the Debenture Trustee, as may be required to be done or filed to give effect to the said Resolutions.

**By the Order of Board of Directors
Setco Auto Systems Private Limited**

**Hiren Vala
Company Secretary**

Place: Mumbai

Date: May 10, 2024

Registered office:

Baroda-Godhra Highway, Kalol (Panchmahals),

Pin Code - 389 330, Gujarat, India

CIN: U35100GJ2010PTC062770

Notes:

1. A member entitled to attend and vote at the Extraordinary General Meeting (the "**Meeting**") is entitled to appoint a proxy to attend and vote instead of himself and the proxy need not be a member of the Company. The instrument appointing the proxy should, however, be deposited at the registered office of the Company before the commencement of the Meeting.

A person can act as a proxy on behalf of members holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights. A member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a

single person as proxy and such person shall not act as a proxy for any other person or shareholder.

2. Corporate members intending to send their authorised representative(s) to attend the Meeting are requested to send to the Company a certified true copy of the relevant Board Resolution together with the specimen signature(s) of the representative(s) authorised under the said Board Resolution to attend and vote on their behalf at the Meeting.
3. A Statement pursuant to Section 102(1) of the Companies Act, 2013 relating to the Special Business to be transacted at the Meeting is annexed hereto.
4. Relevant documents referred to in the Notice are open for inspection by the members at the Registered Office of the Company on all working days during business hours up to the date of the Meeting. The aforesaid documents will be also available for inspection by members at the Meeting.

EXPLANATORY STATEMENT IN RESPECT OF THE SPECIAL BUSINESS PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013

BACKGROUND:

Pursuant to the debenture trust deed dated August 31, 2021 executed between *inter alios* Vistra ITCL (India) Limited (“**Existing DT**”) and Setco Automotive Limited (“**SAL**”) (“**Existing DTD I**”, which term shall include any amendments, amendment and restatement, modifications and supplements thereto from time to time), SAL had *inter alia* issued and allotted secured, unlisted, non-convertible debentures for a principal amount/ face value not exceeding in aggregate of INR 350,00,00,000 (Indian Rupees three hundred fifty crore), on a private placement basis (“**SAL NCDs**”), to India Resurgence Fund – Scheme 1 and India Resurgence Fund – Scheme 2, the schemes of India Resurgence Fund managed by India Resurgence Asset Management Business Private Limited and/ or any other person(s) (“**Existing Debenture Holders/ Existing Investors**”, which term shall include their successors, substitutes and assigns), on the terms and conditions set out thereunder. Thereafter, pursuant to the business transfer agreement dated August 31, 2021, the SAL NCDs, together with all the rights and obligations of SAL under the Existing DTD I and other transaction documents executed in relation thereto, were assigned and transferred to the Company (“**BTA**”). In this regard, an amendment and restatement deed to the Existing DTD I dated August 31, 2021, was executed between *inter alios* SAL and the Company, to record the said transfer and assignment of the SAL NCDs, together with all such rights and obligations of SAL to the Company.

Further, pursuant to the debenture trust deed dated August 31, 2021 executed between *inter alios* the Company and the Existing DT (“**Existing DTD II**”, which term shall include any amendments, restatements, modifications and supplements thereto from time to time), the Company had *inter alia* issued and allotted secured, listed, non-convertible debentures for a principal amount/ face value not exceeding in aggregate of INR 215,00,00,000 (Indian Rupees two hundred fifteen crore), on a private placement basis (“**SASPL NCDs**”), to the Existing Debenture Holders, on the terms and conditions set out thereunder.

The Existing Debenture Holders had also subscribed to 2,18,462 (two lac eighteen thousand four hundred sixty two) compulsorily convertible debentures and 1,63,846 (one lac sixty three thousand eight hundred forty six) equity shares (“**Existing Equity Instruments**”), pursuant to the subscription agreement dated August 31, 2021 (“**Existing Subscription Agreement**”). A shareholders agreement dated August 31, 2021, was also executed between *inter alios* the Company and the Existing Investors, to *inter alia* record certain additional terms and conditions in respect of the Existing Equity Instruments (“**Existing Shareholders Agreement**”).

The Existing DTD I and Existing DTD II are hereinafter collectively referred to as the “**Existing DTDs**”. The Existing DTD, Existing Subscription Agreement, Existing Shareholders Agreement, and other

transaction documents (including security or guarantee documents) executed/ to be executed in connection with the SAL NCDs, SASPL NCDs and/ or the Existing Equity Instruments, are hereinafter collectively referred to as the “**Existing Documents**”.

The Company is now desirous of availing additional finance by way of:

- (a) issuance and allotment of secured, listed non-convertible debentures (“**NCDs**”), for an amount aggregating to up to INR 20,00,00,000 (Indian Rupees twenty crore) to India Resurgence Fund – Scheme 1 and India Resurgence Fund – Scheme 2, the schemes of India Resurgence Fund managed by India Resurgence Asset Management Business Private Limited and/ or any other person(s) (“**Debenture Holders**”), on the terms and conditions set out under the debenture trust deed to be entered into between *inter alios* the Company and the debenture trustee acting on behalf of and for the benefit of the Debenture Holder(s) (“**Debenture Trustee**”, which term shall mean and include its successors, substitutes and assigns) (“**Deed/ Debenture Trust Deed**”), and other transaction documents (including security documents) to be executed in connection with the NCDs (“**Debt Documents**”); and
- (b) issuance and allotment of 38,030 (thirty eight thousand thirty) and 1,25,188 (one lac twenty five thousand one hundred eighty eight) partly paid-up convertible warrants, on a preferential allotment basis (“**Warrants**”) to India Resurgence Fund – Scheme 1 and India Resurgence Fund – Scheme 2 (both managed by India Resurgence Asset Management Business Private Limited) respectively (collectively, “**Investors**”), pursuant to the warrant subscription agreement dated March 21, 2024 , and other transaction documents to be executed in connection with the Warrants (including but not limited to amendment to Existing Shareholders Agreement) (“**Equity Documents**”), the Equity Documents together with the Debt Documents are hereinafter collectively referred to as the “**Transaction Documents**”, collectively referred to as the “**Proposed Funding**”.

Furthermore, it is also proposed that there shall be a change/ increase in the Company’s obligations (including payment obligations) in respect of the securities and other undertakings provided by the Company in connection with the SAL NCDs and the SASPL NCDs (“**Additional Terms**”).

Proposed Funding and Additional Terms are hereinafter collectively referred to as the “**Proposed Transaction**”.

For the purposes of the Proposed Transaction, it is proposed that the Company shall *inter alia* provide the following charges/ security interest:

- I. **In respect of the NCDs:**
 - (a) hypothecation over the movable assets of the Company (other than cars which have been secured for respective car loans) including current assets and bank accounts, as more particularly described in the deed of hypothecation to be entered into between *inter alios* the Company and the Debenture Trustee, in favour of the Debenture Trustee, along with the power of attorney(s) in connection thereto;
 - (b) mortgage over the following immovable properties: (a) pieces and parcels of freehold non-agricultural lands bearing (a) Block/Survey No.40 admeasuring 37,534 sq. mtrs. (old Survey No.10 Paiki 1+14/1+2+15 Paiki admeasuring 37,534 sq. mtrs.), (b) Block/Survey No.41 admeasuring 7,390 sq. mtrs. (old Survey No.16 Paiki 1 admeasuring 7,064 sq. mtrs.), (c) Block/Survey No.42 admeasuring 11,847 sq. mtrs. (old Survey No.16 Paiki 2 admeasuring 7,100 sq. mtrs.), (d) Block/Survey No.43 admeasuring 15,192 sq. mtrs. (old Survey No.13/1+2 admeasuring 12,646 sq. mtrs.) and (e) Block/Survey No.50 Paiki admeasuring 6,980 sq. mtrs. (old Survey No.17 Paiki 1 Paiki admeasuring 6,980 sq. mtrs.), along with 19,519 sq. mtrs. of building and structures, all situate, lying and being at Village/ Mouje Katol, Taluka Kalol, in the Registration District Panchmahal and Sub-District, Kalol in the State of Gujarat; (b) piece of land known as Plot no. A-196 Phase I in the Eldeco SIDCUL Industrial Park, Sitarganj bearing Khasra no. 143-A and 143-B within the Village Limits of Lalarpatti, Tehsil Sitarganj and within/outside the limits of Municipal Board of Sitarganj, Udham Singh Nagar, District, Uttrakhand, containing by admeasurements 7,119 sq. mts. or thereabouts; and (c) piece of Industrial Plot, being part of plot bearing no. A-196 Phase I in the Eldeco SIDCUL Industrial Park, admeasuring 4,050 sq.

- mts. situated at Sitarganj, Uttarakhand;
- (c) all shares, preference shares held by the Company in Setco Engineering Private Limited ("SEPL"), as more particularly described in the share pledge agreement to be entered into in connection with the NCDs; and
- (d) and any other charge/ mortgage/ hypothecation/ pledge/ security interest/ undertaking(s), as may be required by the Debenture Trustee (acting on behalf of, and for the benefit of the Debenture Holders).

II. In respect of the SAL NCDs and the SASPL NCDs

- (a) Any charges/ pledge/ mortgage/ hypothecation/ encumbrance/ security interest as may be required by the Existing DT/ Existing Debenture Holders.

Item No. 1:

On account of the Proposed Transaction, the board of directors of the Company ("**Board**") proposes to raise funds from the Debenture Holders by issuing and allotting up to 2,000 (two thousand) secured, listed, NCDs having a face value of INR 1,00,000 (Indian Rupees one lakh), aggregating up to INR 20,00,00,000 (Indian Rupees twenty crore), on a private placement basis to the Debenture Holders in 3 (three) series and in 1 (one) or more tranches.

The NCDs proposed to be issued shall have the following terms and conditions:

SI. No.	Topic	Details
10.	Instrument	Secured, listed, rated non-convertible debentures
11.	Amount	Up to INR 20,00,00,000 (Indian Rupees twenty crore)
12.	Coupon	23% (Out of 23%, 5% payable monthly and 18% payable at the time of redemption)
13.	Face Value	INR 1,00,000 (Indian Rupees one lakh)
14.	Rating	Rated
15.	Listing	Listed
16.	Issue price	Up to INR 20,00,00,000 (Indian Rupees twenty crore)
17.	Tenure/Duration of the Debentures	On or before September 7, 2025
18.	Security	Secured

The provisions of the Companies Act, 2013 and the rules and regulations prescribed thereunder, which shall include all amendments, modifications and re-enactments thereof from the time being in force, require the approval of the shareholders of the Company by way of a special resolution, for a company offering or making an invitation to subscribe its debentures by way of private placement.

The relevant details of the proposed issuance of the NCDs and other material facts as required under Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 are provided hereunder:

SI. No.	Particulars	Topic
1.	Particulars of the offer including date of passing of the board resolution:	(a) Objects of the Issue: The object of the issue is to raise funds for <i>inter alia</i> restructuring of the debt obligations of Lava Cast Private Limited (" LCPL ") towards the existing financial indebtedness availed by it from Bank of Baroda; (b) Date of passing of the board resolution: May 10, 2024; (c) Total number of securities to be issued: 2,000 (two thousand) non-convertible debentures.
2.	Kinds of securities offered and the price at which security is being offered	(a) Kind of securities being offered: secured, listed, rated non-convertible debentures; (b) Price at which security is being offered: Each non-convertible debenture will be issued at a face value of INR 1,00,000 (Indian Rupees one lac).
3.	Basis or justification for the price (including premium, if any) at	The NCDs are being issued at a face value. Discount is not applicable.

Sl. No.	Particulars	Topic																				
	which the offer or invitation is being made																					
4.	Relevant date with reference to which the price has been arrived at	Not Applicable																				
5.	Name and address of valuer who performed valuation	Not Applicable																				
6.	Amount which the Company intends to raise by way of such securities	Up to an aggregate of INR 20,00,00,000 (Indian Rupees twenty crore).																				
7.	Class or classes of persons to whom the allotment is proposed to be made	The allotment is proposed to be made to India Resurgence Fund - Scheme 1 and/ or India Resurgence Fund - Scheme 2, the schemes of the India Resurgence Fund managed by India Resurgence Asset Management Business Private Limited.																				
8.	Intention of promoters, directors or key managerial personnel to subscribe to the offer	No promoters, directors, or key managerial personnel are subscribing to the NCDs.																				
9.	Proposed time within which the allotment shall be completed	As per applicable law.																				
10.	Names of the proposed allottees	India Resurgence Fund - Scheme 1 and/ or India Resurgence Fund - Scheme 2, the schemes of the India Resurgence Fund managed by India Resurgence Asset Management Business Private Limited.																				
11.	Material terms of raising such securities, proposed time schedule, purposes or objects of offer, contribution being made by the promoters or directors either as part of the offer or separately in furtherance of objects; principle terms of assets charged as securities	<table border="1"> <thead> <tr> <th>Topic</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Instrument</td> <td>Secured, listed, rated non-convertible debentures</td> </tr> <tr> <td>Amount</td> <td>Up to INR 20,00,00,000 (Indian Rupees twenty crore)</td> </tr> <tr> <td>Coupon</td> <td>23% (Out of 23%, 5% payable monthly and 18% payable at the time of redemption)</td> </tr> <tr> <td>Face Value</td> <td>INR 1,00,000 (Indian Rupees one lac)</td> </tr> <tr> <td>Rating</td> <td>Rated</td> </tr> <tr> <td>Listing</td> <td>Listed</td> </tr> <tr> <td>Issue price</td> <td>Up to INR 20,00,00,000 (Indian Rupees twenty crore)</td> </tr> <tr> <td>Tenure/Duration of the Debentures</td> <td>On or before September 7, 2025</td> </tr> <tr> <td>Security</td> <td>Secured</td> </tr> </tbody> </table>	Topic	Details	Instrument	Secured, listed, rated non-convertible debentures	Amount	Up to INR 20,00,00,000 (Indian Rupees twenty crore)	Coupon	23% (Out of 23%, 5% payable monthly and 18% payable at the time of redemption)	Face Value	INR 1,00,000 (Indian Rupees one lac)	Rating	Rated	Listing	Listed	Issue price	Up to INR 20,00,00,000 (Indian Rupees twenty crore)	Tenure/Duration of the Debentures	On or before September 7, 2025	Security	Secured
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Accordingly, the consent of the shareholders of the Company is sought in connection with the aforesaid issue of NCDs and they are requested to authorise the Board to issue such NCDs during the year on private placement basis up to INR 20,00,00,000 (Indian Rupees twenty crore) as stipulated above.

Further, in light of the Proposed Transaction, the consent of the shareholders of the Company is sought in connection with the appointment and replacement of 1 (one) nominee director and 1 (one) observer on the Board by the Debenture Holder(s)/ Debenture Trustee at any time until the due repayment of the NCDs, and in accordance with the terms of the Debenture Trust Deed and the Debt Documents.

None of the directors or key managerial persons or their relatives are in any way concerned or interest in the above resolution, except to the extent of their shareholding (if any) in the Company.

In view of the above, the Board recommends passing of the resolutions as set out in item no. 1 of the accompanying notice as a special resolution.

Item No. 2:

In order to secure the borrowings made/ debentures issued by the Company and its associate companies/ holdings/ group companies/ subsidiaries, *inter alia*, on account of the Proposed Transaction, it is necessary to create charge/ hypothecation/ mortgage/ security/ encumbrance/ pledge in addition to the existing charge/ hypothecation/ mortgage/ security/ encumbrance/ pledge created by the Company, on the assets (including movable and immovable properties) both present and future on whole or substantially the whole of the undertaking of the Company. Under Section 180(1)(a) of the Companies Act, 2013 ("**Act**", which term shall include any amendments, statutory modification or re-enactments thereof for the time being in force), the power to create such charge/ hypothecation/ mortgage/ security/ encumbrance/ pledge on such assets of the Company and to sell, lease or otherwise dispose of the whole or substantially the whole of the undertaking of the Company, can be exercised by the board of directors of the Company ("**Board**") only with the consent of the shareholders obtained by a special resolution.

Pursuant to the special resolutions passed in the extra-ordinary general meeting of the Company dated August 10, 2021, the shareholders had accorded their consent to the Board to *inter alia* create charge/ mortgage/ hypothecation/ pledge on the assets of the Company, for an amount not exceeding INR 700,00,00,000 (Indian Rupees seven hundred crore).

In light of the Proposed Transaction, it is required that the aforesaid limit of INR 700,00,00,000 (Indian Rupees seven hundred crore) be revised to INR 1000,00,00,000 (Indian Rupees one thousand crore), in order for the Board to create such additional charge/ pledge/ mortgage/ hypothecation on the assets or whole or substantially the whole of the undertaking of the Company for the purpose of any additional borrowings availed/ to be availed/ debentures issued/ to be issued by the Company, and its associate companies/ holdings/ group companies/ subsidiaries.

Except the fact that the security is proposed to be rendered by the subsidiaries/ holdings/ joint ventures/ associates/ other companies/ firms in which any director of the Company is interested, none of the directors or the key managerial persons or their relatives are in any way concerned or interested in the above resolution.

The Board recommends these resolutions as set out in item no. 2 for the approval of the shareholders as a special resolution.

Item No. 3:

Pursuant to the special resolution passed in the extra-ordinary general meeting passed by the shareholders of the Company dated August 10, 2021, the shareholders had accorded their consent to the Board to *inter alia* raise or borrow any sum of monies from any companies, body corporate(s), banks, financial institutions, alternative investment fund and any other lenders, from time to time, either by issue of any debentures, bonds or otherwise in any other manner whatsoever, notwithstanding that such sums of monies, together with the money already borrowed by the Company (apart from the temporary loans obtained from the Company's bankers in the ordinary course of business) should not exceed the limit of INR 700,00,00,000 (Indian Rupees seven hundred crore) as per the provisions of the Section 180(1)(c) of the Companies Act, 2013 and the rules and regulations framed thereunder.

In light of the Proposed Funding, the approval of the shareholders of the Company is required to increase the existing borrowing limit of the Company to INR 1000,00,00,000 (Indian Rupees one thousand crore) over and above the aggregate of the paid-up share capital, free reserves and securities premium of the Company, pursuant to the provisions of Section 180(1)(c) of the Act.

Other than the nominee director of the Investors on the Board, none of the directors or the key managerial persons or their relatives are in any way concerned or interested in the above resolution.

The Board recommends these resolutions as set out in item No. 3 for the approval of the members as a special resolution.

Item No. 4:

In terms of the Proposed Transaction, it is proposed to issue 1,63,218 (one lac sixty three thousand two hundred eighteen) convertible warrants of Company to the Investors, which when exercised would convert to equity shares of the Company, representing 13% (thirteen percent) of the equity shares (on a fully diluted basis) at a post money valuation of INR 100,00,00,000 (Indian Rupees one hundred crores), and which would result in reduction of the Company's shareholding in the Company.

Approval of the shareholders under relevant provisions of the Companies Act is being sought for the aforesaid investment by the Exiting Investors in convertible warrants of the Company.

Other than the nominee director of the Investors on the Board of the Company, none of the directors or key managerial personnel of the Company or their relatives is in any way concerned or interested in the resolution set out at Item No. 4, except to the extent of their shareholding in the Company.

The Board recommends this resolution at item no. 4 of this Notice for the approval of the members as a Special Resolution.

Item No. 5:

Pursuant to the provisions of Section 188 of the Act read with the Companies (Meetings of Board and its Powers) Rules, 2014, the related party transactions as mentioned in sub-clauses (a) to (g) of sub-section (1) of the said section requires a company to obtain approval of its board of directors and subsequently the shareholders of the company by way of ordinary resolution in case the value of such related party transaction exceed the stipulated thresholds prescribed in Rule 15 of the aforesaid rule.

Further, Regulation 23 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI LODR**", which term shall include any amendments, statutory modification or re-enactments thereof for the time being in force) also stipulates that all material related party transaction (and subsequent material modifications) shall require prior approval of the audit committee and the shareholders of the company by way of ordinary resolution. It may be noted that a related party transaction shall be considered as 'material' as per Regulation 23 of the SEBI LODR, when such transaction(s) entered/ to be entered into individually or taken together with previous transactions during a financial year, exceeds INR 1000,00,00,000 (Indian Rupees one thousand crore) or 10% (ten per cent) of the annual consolidated turnover of the listed entity, as per the last audited financial statements of the listed entity, whichever is lower.

In light of the Proposed Transaction, the Company and its associate companies/ group companies/ subsidiaries/ holding companies are desirous of providing guarantee/ security/ charge/ encumbrance/ mortgage/ pledge over their assets and properties in favour of the debenture trustee/ Debenture Holders.

In accordance with Rule 15 of the Companies (Meetings of Board and its Powers) Rules, 2014 and circular on '*Disclosure obligations of listed entities in relation to Related Party Transactions*' issued by Securities and Exchange Board of India on November 22, 2021, the particulars of the related party transactions between the Company and its related parties are as under:

(a) Issue and allotment of non-convertible debentures by LCPL to the Company

S. No.	Particulars	Remarks
1.	Name of the related party	LCPL
2.	Nature of relationship with the Company	Common director
3.	Nature of transaction	Issuance and allotment of non-convertible debentures
4.	Particulars of contract or arrangement and material terms	LCPL proposes to offer, issue and allot 1,00,000 (one lac) unsecured, unlisted, non-convertible debentures, each having a face value of INR 1,000 (Indian Rupees one thousand) aggregating to up to INR 10,00,00,000 (Indian Rupees ten crore), on a private placement basis, to the Company (i.e., a subsidiary of the listed entity SAL).
5.	Value of the proposed transaction	Principal amount of up to INR 10,00,00,000 (Indian Rupees ten crore).
6.	Tenure of the transaction	April 1, 2024 to March 31, 2026.
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.
8.	If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary: (i) Details of the source of the funds in connection with the proposed transaction; (ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments: a. nature of indebtedness; b. cost of funds; and c. tenure. (iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and	(i) Internal accruals and Proposed Funding (ii) Not applicable (iii) Not applicable

	(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.	(iv) The funds shall be utilized for servicing debt obligations of LCPL.
9.	Justification as to why the related party transaction is in the interest of the listed entity	Enabling LCPL to restructure its debt obligations towards the facilities availed from Bank of Baroda, repayment in line with the estimated future cash flows. This will increase the value of the shareholders of the listed entity.
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable as consolidation is undertaken at the SAL level. There is no consolidation of accounts at the Company or LCPL level.
12.	Any other information that may be relevant	Since the issuance would be in one or more tranches, price will be determined by the Board in accordance with the applicable provisions of the Companies Act, 2013 and the rules framed thereunder and other applicable law for the time being in force.

(b) Corporate guarantee to be provided by SAL and SEPL

S. No.	Particulars	Remarks
1.	Name of the related parties	SAL, SEPL
2.	Nature of relationship with the Company	Parent company/ Common director
3.	Nature of transaction	Corporate guarantee
4.	Particulars of contract or arrangement and material terms	The Company is a subsidiary of SAL, which is a listed entity. As per the terms of the NCDs, SEPL and SAL are proposed to guarantee the due repayment of the NCDs together with all the amounts due, and execute corporate guarantee(s) in relation thereto, in favour of the Debenture Trustee.
5.	Tenure of the transaction	On or before September 7, 2025
6.	Value of the proposed transaction	Principal amount of upto INR 20,00,00,000 (Indian Rupees twenty crore)
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.
8.	If the transaction relates to any loans, inter-corporate deposits, advances or investments made or	Not applicable

	<p>given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <p style="padding-left: 40px;">a. nature of indebtedness;</p> <p style="padding-left: 40px;">b. cost of funds; and</p> <p style="padding-left: 40px;">c. tenure.</p> <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	
9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>The guarantees are proposed to be provided in respect of the NCDs, the proceeds of which shall be used <i>inter alia</i> to make payments to LCPL <i>inter alia</i> towards restructuring of the debt obligations of Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity.</p> <p>Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of the Company.</p>
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013.

(c) Personal guarantee to be provided by Harish Sheth and Udit Sheth

S. No.	Particulars	Remarks
1.	Name of the related party	Harish Sheth, Udit Sheth

2.	Nature of relationship with the Company	Directors of the Company
3.	Nature of transaction	Personal guarantee
4.	Particulars of contract or arrangement and material terms	The Company is a subsidiary of SAL, which is a listed entity. As per the terms of the NCDs, Harish Sheth and Udit Sheth to guarantee the due repayment of the NCDs together with all the amounts due and execute personal guarantee in relation thereto.
5.	Tenure of the transaction	On or before September 7, 2025
6.	Value of the proposed transaction	Principal amount of upto INR 20,00,00,000 (Indian Rupees twenty crore)
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.
8.	<p>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <p style="padding-left: 40px;">a. nature of indebtedness;</p> <p style="padding-left: 40px;">b. cost of funds; and</p> <p style="padding-left: 40px;">c. tenure.</p> <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	Not applicable

9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>The guarantees are proposed to be provided in respect of the NCDs, the proceeds of which shall be used <i>inter alia</i> to make payments to LCPL <i>inter alia</i> towards restructuring of the debt obligations of LCPL towards Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity.</p> <p>Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of the Company.</p>
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

(d) Supply and purchase of castings, other raw materials and sale of scrap between the Company and LCPL

S. No.	Particulars	Remarks
1.	Name of the related party	LCPL
2.	Nature of relationship with the Company	Common director
3.	Nature of transaction	Sale and purchase of certain products between the Company and LCPL
4.	Particulars of contract or arrangement and material terms	<p>The Company is a subsidiary of SAL, which is a listed entity. The Company had entered into/ proposes to enter into an arrangements in respect of <i>inter alia</i> purchase castings and other raw materials from LCPL and sale of scrap to LCPL.</p> <p>Approval of the shareholders is being sought for 2 (two) financial years 2024- 25 and 2025-26.</p>
5.	Value of the proposed transaction	Not exceeding INR 175,00,00,000 (Indian Rupees one hundred seventy five crore) for financial year 2024-25 and INR 210,00,00,000 (Indian Rupees two hundred ten crore) for financial year 2025-26.
6.	Tenure of the transaction	Each of the 2 (two) financial years commencing from April 1, 2024 to up to March 31, 2026.
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.

	of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	
8.	<p>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <ol style="list-style-type: none"> a. nature of indebtedness; b. cost of funds; and c. tenure. <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	Not applicable
9.	Justification as to why the related party transaction is in the interest of the listed entity	The proposed transaction is in the business interest of the listed entity (i.e., SAL) due to cost-effectiveness and just in time sourcing needs.
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	The terms and conditions, including pricing are determined based on industry peer comparison. Factors such as timeliness and quality, delivery lead time, quantity, etc. are also considered before deciding on the procurement. Compliance with arm's length principles is ensured based on the applicable transfer pricing regulations.

(e) Undertaking to be provided by LCPL

S. No.	Particulars	Remarks
1.	Name of the related party	LCPL
2.	Nature of relationship with the Company	Common director
3.	Nature of transaction	Undertaking
4.	Particulars of contract or arrangement and material terms	The Company is a subsidiary of SAL, which is a listed entity. As per the terms of the NCDs, LCPL proposes to execute certain undertakings in favour of the Debenture Trustee to <i>inter alia</i> restructure its debt obligations towards Bank of Baroda; (b) comply with covenants under the Transaction Documents including transfer or withdrawal of funds with prior written approval of the debenture holders; (c) appoint cash monitoring agency; (d) maintain insurances in respect of SASPL business; (e) appoint statutory and internal auditor, etc.
5.	Value of the proposed transaction	Principal amount of up to INR 20,00,00,000 (Indian Rupees twenty crore)
6.	Tenure of the transaction	On or before September 7, 2025
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.
8.	<p>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <p style="margin-left: 40px;">a. nature of indebtedness;</p> <p style="margin-left: 40px;">b. cost of funds; and</p> <p style="margin-left: 40px;">c. tenure.</p> <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured;</p>	Not applicable

	<p>if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	
9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>The undertakings are proposed to be provided in respect of the NCDs, the proceeds of which shall be used <i>inter alia</i> to make payments to LCPL <i>inter alia</i> towards restructuring of its debt obligations towards Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity.</p> <p>Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of the Company.</p>
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

(f) Put Option in respect of the NCDs

S. No.	Particulars	Remarks
1.	Name of the related parties	SAL, SEPL, Harish Sheth and Udit Sheth
2.	Nature of relationship with the Company	Holding company/ Common director/ directors of the Company
3.	Nature of transaction	Put option
4.	Particulars of contract or arrangement and material terms	<p>The Company is a subsidiary of SAL, which is a listed entity.</p> <p>On occurrence of certain events as specified in the Deed and the put option agreement to be executed in connection with the NCDs, the Debenture Holders shall have the right to exercise the put option on the SAL, SEPL, Harish Sheth and Udit Sheth to <i>inter alia</i> require them to purchase the NCDs and pay an amount equivalent of the NCDs, to the Debenture Holders.</p>
5.	Value of the proposed transaction	Principal, accrued and unpaid interest on the NCDs
6.	Tenure of the transaction	Upon the occurrence of certain events as specified in the Deed and the put option agreement to be executed in connection with the NCDs

7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable
8.	<p>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <ol style="list-style-type: none"> a. nature of indebtedness; b. cost of funds; and c. tenure. <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	Not applicable
9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>The put option is proposed to be provided in respect of the NCDs, the proceeds of which shall be used <i>inter alia</i> to make payments to LCPL <i>inter alia</i> towards restructuring of its debt obligations towards Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity i.e., SAL.</p> <p>Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of the Company.</p>

10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

(g) Put Option in respect of the SAL NCDs and the SASPL NCDs

S. No.	Particulars	Remarks
1.	Name of the related parties	SAL, SEPL, Harish Sheth and Udit Sheth
2.	Nature of relationship with the Company	Holding company/Common director / directors of the Company
3.	Nature of transaction	Put option
4.	Particulars of contract or arrangement and material terms	The Company is a subsidiary of SAL, which is a listed entity. On occurrence of certain events as specified in the Existing DTDs and the put option agreement to be executed in connection with the SAL NCDs and the SASPL NCDs, the Existing Debenture Holders shall have the right to exercise the put option on SAL, SEPL, Harish Sheth and Udit Sheth to <i>inter alia</i> require them to purchase the SAL NCDs and the SASPL NCDs and pay an amount equivalent of the SAL NCDs and the SASPL NCDs, to the Debenture Holders.
5.	Value of the proposed transaction	Principal, accrued and unpaid interest on the SAL NCDs and the SASPL NCDs
6.	Tenure of the transaction	Upon the occurrence of certain events as specified in the Existing DTDs and the put option agreement to be executed in connection with the SAL NCDs and the SASPL NCDs
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable
8.	If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:	Not applicable

	<p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <ol style="list-style-type: none"> a. nature of indebtedness; b. cost of funds; and c. tenure. <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	
9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>One of the conditions of the Proposed Funding is that a put option is to be provided in respect of the SAL NCDs and the SASPL NCDs to the satisfaction of the Existing Debenture Holders/ Existing DT.</p> <p>The proceeds of the Proposed Funding shall be used to make payments to LCPL <i>inter alia</i> towards restructuring of its debt obligations towards Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity i.e., SAL.</p> <p>Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of the Company.</p>
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

(h) Shortfall undertaking in respect of the NCDs

S. No.	Particulars	Remarks
1.	Name of the related parties	SAL, SEPL, Harish Sheth and Udit Sheth
2.	Nature of relationship with the Company	Holding company/ Common director/ directors of the Company
3.	Nature of transaction	Shortfall undertaking
4.	Particulars of contract or arrangement and material terms	<p>The Company is a subsidiary of SAL, which is a listed entity.</p> <p>SAL, SEPL, Harish Sheth and Udit Sheth propose to provide a shortfall undertaking in favour of the Debenture Trustee, <i>inter alia</i> that they will infuse funds on occurrence of any default in servicing the payment obligations of LCPL towards the facilities availed from Bank of Baroda, in accordance with the terms of the shortfall undertaking to be executed in connection thereto.</p>
5.	Value of the proposed transaction	Principal amount of upto INR 20,00,00,000 (Indian Rupees twenty crore)
6.	Tenure of the transaction	On or before September 7, 2025
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.
8.	<p>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <p style="margin-left: 40px;">a. nature of indebtedness;</p> <p style="margin-left: 40px;">b. cost of funds; and</p> <p style="margin-left: 40px;">c. tenure.</p> <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured;</p>	Not applicable

	<p>if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	
9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>The undertakings are proposed to be provided in respect of the NCDs, the proceeds of which shall be used to make payments to LCPL <i>inter alia</i> towards restructuring of the debt obligations of Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity i.e., SAL.</p> <p>Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of the Company.</p>
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

(i) Shortfall undertaking in respect of the SAL NCDs and the SASPL NCDs

S. No.	Particulars	Remarks
1.	Name of the related parties	SAL, SEPL, Harish Sheth and Udit Sheth
2.	Nature of relationship with the Company	Holding Company/ Common director/ directors of the Company
3.	Nature of transaction	Shortfall undertaking
4.	Particulars of contract or arrangement and material terms	<p>The Company is a subsidiary of SAL, which is a listed entity.</p> <p>SAL, SEPL, Harish Sheth and Udit Sheth propose to provide a shortfall undertaking in favour of the Existing DT, <i>inter alia</i> that they will infuse funds on occurrence of any default in servicing the payment obligations of LCPL towards the facilities availed from Bank of Baroda, in accordance with the terms of the shortfall undertaking to be executed in connection thereto.</p>
5.	Value of the proposed transaction	As per terms and conditions of the SAL NCDs and the SASPL NCDs under the Existing Documents.
6.	Tenure of the transaction	On or before September 7, 2025
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the	Not applicable

	value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	
8.	<p>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <p style="padding-left: 40px;">a. nature of indebtedness;</p> <p style="padding-left: 40px;">b. cost of funds; and</p> <p style="padding-left: 40px;">c. tenure.</p> <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	Not applicable
9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>One of the conditions of the Proposed Funding is that a shortfall undertaking is to be provided in respect of the SAL NCDs and the SASPL NCDs to the satisfaction of the Existing Debenture Holders/ Existing DT.</p> <p>The proceeds of the Proposed Funding shall be used to make payments to LCPL <i>inter alia</i> towards restructuring of its debt obligations towards Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity.</p> <p>Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of the Company.</p>
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable

11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

(j) Pledge to be created over shares of the Company

S. No.	Particulars	Remarks
1.	Name of the related parties	SAL, Harish Kiritbhai Sheth, Udit Sheth, Neethu Sheth, Sneha Sheth
2.	Nature of relationship with the Company	Holding company, Directors and their relatives
3.	Nature of transaction	Pledge over the shares of the Company
4.	Particulars of contract or arrangement and material terms	The Company is a subsidiary of SAL, which is a listed entity. As per the terms of the NCDs, a pledge is proposed to be created over the shares of the Company by the parties mentioned above in favour of the Debenture Trustee, which will rank <i>pari passu</i> to the existing pledge created over the shares of the Company in favour of the Existing DT, to secure the SAL NCDs and the SASPL NCDs. In this regard, a pledge agreement along with power of attorney(s) to be executed to <i>inter alia</i> set out the terms and conditions of the aforesaid pledge.
5.	Value of the proposed transaction	Principal amount of upto INR 20,00,00,000 (Indian Rupees twenty crore)
6.	Tenure of the transaction	On or before September 7, 2025
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.
8.	If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary: (i) Details of the source of the funds in connection with the proposed transaction; (ii) Where any financial indebtedness is incurred to	Not applicable

	<p>make or give loans, inter-corporate deposits, advances or investments:</p> <p>a. nature of indebtedness;</p> <p>b. cost of funds; and</p> <p>c. tenure.</p> <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	
9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>The pledge is proposed to be created in respect of the NCDs, the proceeds of which shall be used <i>inter alia</i> to make payments to LCPL <i>inter alia</i> towards restructuring of its debt obligations towards Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity.</p> <p>Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of the Company.</p>
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

(k) Pledge to be created over the shares of SAL

S. No.	Particulars	Remarks
1.	Name of the related parties	SEPL, SAL, Sneha Harish Sheth, Urja Shah, Harish Kiritbhai Sheth, Harish Kiritbhai Sheth HUF, Udit Sheth, Transstadia Enterprises Private Limited
2.	Nature of relationship with the Company	Promoters and Promoter Group
3.	Nature of transaction	Pledge over shares of SAL
4.	Particulars of contract or arrangement and material terms	As per the terms of the NCDs, a pledge is proposed to be created over the equity shares of SAL in favour of the Debenture Trustee, which will rank <i>pari passu</i> to the existing pledge created over the shares of Company, to

		secure SAL NCDs and SASPL NCDs, in favour of the Existing DT. In this regard, pledge agreement along with power of attorney(s) to be executed to <i>inter alia</i> set out the terms and conditions of the aforesaid pledge.
5.	Value of the proposed transaction	Principal amount of upto INR 20,00,00,000 (Indian Rupees twenty crore)
6.	Tenure of the transaction	On or before September 7, 2025
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.
8.	<p>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <p style="margin-left: 40px;">a. nature of indebtedness;</p> <p style="margin-left: 40px;">b. cost of funds; and</p> <p style="margin-left: 40px;">c. tenure.</p> <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	Not Applicable
9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>The pledge is proposed to be created in respect of the Debentures, the proceeds of which shall be used <i>inter alia</i> to make payments to LCPL <i>inter alia</i> towards restructuring of the debt obligations of Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity.</p>

		Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of SASPL.
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

(l) Pledge to be created over equity and preference shares of SEPL

S. No.	Particulars	Remarks
1.	Name of the related parties	SEPL, Harish Sheth, Udit Sheth, Harish Kiritbhai Sheth HUF, Sneha Harish Sheth, SAL , the Company and Setco Holdings Private Limited (“SHPL”)
2.	Nature of relationship with the Company	Common director/ Directors and their relatives/ Common director
3.	Nature of transaction	Pledge over equity and preference shares of SEPL
4.	Particulars of contract or arrangement and material terms	The Company is a subsidiary of SAL, which is a listed entity. As per the terms of the NCDs, a pledge is proposed to be created over the equity and preference shares of SEPL in favour of the Debenture Trustee, which will rank <i>pari passu</i> to the existing pledge created over the equity and preference shares of SEPL to secure the SAL NCDs and the SASPL NCDs, in favour of the Existing DT. In this regard, pledge agreement along with power of attorney(s) to be executed to <i>inter alia</i> set out the terms and conditions of the aforesaid pledge.
5.	Tenure of the transaction	On or before September 7, 2025
6.	Value of the proposed transaction	Principal amount of upto INR 20,00,00,000 (Indian Rupees twenty crore)
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.
8.	If the transaction relates to any loans, inter-corporate deposits, advances or investments made or	Not applicable

	<p>given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p> <p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <p style="padding-left: 40px;">a. nature of indebtedness;</p> <p style="padding-left: 40px;">b. cost of funds; and</p> <p style="padding-left: 40px;">c. tenure.</p> <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	
9.	Justification as to why the related party transaction is in the interest of the listed entity	<p>The pledge is proposed to be created in respect of the NCDs, the proceeds of which shall be used <i>inter alia</i> to make payments to LCPL <i>inter alia</i> towards restructuring of the debt obligations of Bank of Baroda.</p> <p>The Proposed Funding will increase the value for the shareholders of the listed entity i.e., SAL.</p> <p>Further, this will aid in the business continuity of LCPL. LCPL supplies approximately 80% (eighty per cent) of the casting requirement of the Company.</p>
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

(m) Inter-se transactions between the Company and Setco Automotive (UK) Limited, Setco Automotive (NA) Inc. and Setco MEA DMCC, Dubai

S. No.	Particulars	Remarks
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1.	Name of the related parties	Setco Automotive (UK) Limited (“SAUL”), Setco Automotive (NA) Inc (“SANAI”), Setco MEA DMCC, Dubai (“SMDCC”)												
2.	Nature of relationship with the Company	Subsidiaries of the holding company of the Company												
3.	Nature of transaction	Export of goods and technical services												
4.	Particulars of contract or arrangement and material terms	<p>The Company is a subsidiary of SAL, which is a listed entity.</p> <p>As per the terms of the distribution agreement dated August 31, 2021 executed between <i>inter alios</i> the Company and SANAI, SAL’s foreign subsidiaries i.e., SAUL, SANAI, SMDCC, as part of the normal business requirement, export goods and provide technical services to the Company.</p> <p>Approval of the shareholders is being sought for 2 (two) financial years 2024-25 and 2025-26.</p>												
5.	Value of the proposed transaction	<p>Value of the proposed transaction are as follow:</p> <table border="1"> <thead> <tr> <th>Name of Related Party and transactions contemplated</th> <th>Projected amount for FY 2024-2025 (Rs. In Lakhs)</th> <th>Projected amount for FY 2025-2026 (Rs. In Lakhs)</th> </tr> </thead> <tbody> <tr> <td>Setco Automotive (UK) Ltd</td> <td>750.00</td> <td>1000</td> </tr> <tr> <td>Setco Automotive (NA) Inc</td> <td>1,000.00</td> <td>3000</td> </tr> <tr> <td>Setco MEA DMCC, Dubai</td> <td>600.00</td> <td>1000</td> </tr> </tbody> </table>	Name of Related Party and transactions contemplated	Projected amount for FY 2024-2025 (Rs. In Lakhs)	Projected amount for FY 2025-2026 (Rs. In Lakhs)	Setco Automotive (UK) Ltd	750.00	1000	Setco Automotive (NA) Inc	1,000.00	3000	Setco MEA DMCC, Dubai	600.00	1000
Name of Related Party and transactions contemplated	Projected amount for FY 2024-2025 (Rs. In Lakhs)	Projected amount for FY 2025-2026 (Rs. In Lakhs)												
Setco Automotive (UK) Ltd	750.00	1000												
Setco Automotive (NA) Inc	1,000.00	3000												
Setco MEA DMCC, Dubai	600.00	1000												
6.	Tenure of the transaction	Each of the 2 (two) financial years commencing from April 1, 2024 up to March 31, 2026.												
7.	The percentage of the listed entity’s annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary’s annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL’s level. There is no consolidation of accounts at the Company’s level.												
8.	<p>If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary:</p> <p>(i) Details of the source of the funds in connection with the proposed transaction;</p>	Not applicable												

	<p>(ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments:</p> <p>a. nature of indebtedness;</p> <p>b. cost of funds; and</p> <p>c. tenure.</p> <p>(iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and</p> <p>(iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.</p>	
9.	Justification as to why the related party transaction is in the interest of the listed entity	The proposed transaction is in the business interest of the Company due to cost-effectiveness and just in time sourcing needs.
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis.	Not Applicable
12.	Any other information that may be relevant	The terms and conditions, including pricing are determined based on industry peer comparison. Factors such as timeliness and quality, delivery lead time, quantity, etc. are also considered before deciding on the procurement. Compliance with arm's length principles is ensured based on the applicable transfer pricing regulations.

(n) Marketing arrangements between SEPL and the Company

S. No.	Particulars	Remarks
1.	Name of the related parties	SEPL
2.	Nature of relationship with the Company	Common director
3.	Nature of transaction	Marketing service arrangements
4.	Type, material terms and particulars of the proposed transaction	Pursuant to the marketing commission agreement (" Marketing Agreement ") dated August 31, 2021 executed between <i>inter alios</i> SEPL and SAL, SEPL had agreed to <i>inter alia</i> provide marketing services to the Company and liaison with the customers of the Company to promote the sale of products of the Company, for payment of 2% (two per cent) on the sale

		price of the products sold by the Company, subject to a maximum amount of INR 8,00,00,000 (Indian Rupees eight crore) (exclusive of GST). Approval of the shareholders is being sought for financial year 2024-25 and for the period commencing from April 1, 2025 to September 30, 2025.
5.	Proposed value of the transaction	INR 8,00,00,000 (Indian Rupees eight crore) (exclusive of GST) per annum.
6.	Tenure of the transaction	Commencing from April 1, 2024 up to September 30, 2025.
7.	The percentage of the listed entity's annual consolidated turnover, for the immediately preceding financial year, that is represented by the value of the proposed transaction (and for a related party transaction involving a subsidiary, such percentage calculated on the basis of the subsidiary's annual turnover on a standalone basis shall be additionally provided)	Not applicable as consolidation is undertaken at SAL's level. There is no consolidation of accounts at the Company's level.
8.	If the transaction relates to any loans, inter-corporate deposits, advances or investments made or given by the listed entity or its subsidiary: (i) Details of the source of the funds in connection with the proposed transaction; (ii) Where any financial indebtedness is incurred to make or give loans, inter-corporate deposits, advances or investments: a. nature of indebtedness; b. cost of funds; and c. tenure; (iii) Applicable terms, including covenants, tenure, interest rate and repayment schedule, whether secured or unsecured; if secured, the nature of the security; and (iv) The purpose for which the funds will be utilized by the ultimate beneficiary of such funds pursuant to the related party transaction.	Not applicable
9.	Justification as to why the related party transaction is in the interest of the listed entity	SEPL had agreed to <i>inter alia</i> provide marketing services to the Company and liaison with the customers of the Company to promote the sale of products of the

		Company, for payment of 2% (two per cent) on the sale price of the products sold by the Company.
10.	A copy of the valuation or other external party report, if any such report has been relied upon	Not applicable
11.	A percentage of the counter-party's annual consolidated turnover that is represented by the value of the proposed related party transaction on a voluntary basis	Not applicable
12.	Any other information that may be relevant	All relevant / important information forms part of this Statement setting out material facts pursuant to Section 102(1) of the Companies Act, 2013

Certain directors of the Company (including Mr. Harish Sheth and Mr. Udit Sheth) are common directors between SAL, SEPL, and LCPL and therefore to that extent such directors may be interested in the aforesaid transactions. Mr. Harish Sheth, Chairman and Managing Director and Mr. Udit Sheth, Vice Chairman also form part of the promoter group of the Company and are shareholders of SEPL and to that extent are interested in the aforesaid transactions proposed to be entered into with SEPL. In this regard, although the approval of the members of the Company is not required under the provisions of the Act and SEBI LODR, and such approvals are being taken for the sake of abundant caution, it is stated that since the directors are common between the various group entities and the shareholders of SEPL are directors of the Company, principles with respect to voting of the members as applicable to related party transactions under the extant provisions of the Act and the SEBI LODR would be applicable in respect of this item.

Other than stated above, none of the directors or key managerial of the Company or their relatives is in any way concerned or interested in the resolution set out at item no. 5.

The Board recommends passing of the resolution as set out at item no. 5 of this notice as an ordinary resolution.

Item No. 6:

In terms of the Proposed Transaction, on occurrence of certain events as more particularly stipulated under the Transaction Documents, the Investors shall have the right to convert the NCDs (or any part thereof) into shares of the Company at a post money valuation of INR 100,00,00,000 (Indian Rupees one hundred crores) or such other amounts as may be acceptable to the Debenture Holders, which would result in further issuance of/ increase in share capital of the Company.

Approval of the shareholders under relevant provisions of the Companies Act and SEBI LODR is being sought for the exercise of the aforesaid option by the Investors for the conversion of the NCDs (or any part thereof) into shares of the Company.

Other than the nominee director of the Investors on the Board, none of the directors or key managerial personnel of the Company or their relatives is in any way concerned or interested in the resolution set out at item no. 6, except to the extent of their shareholding in the Company.

The Board recommends this resolution at item no. 6 of this notice for the approval of the members as a special resolution.

Item No. 7:

Pursuant to the Debenture Trust Deed ("**Deed**") executed on 31st August, 2021 inter alia by the Company and Vistra ITCL (India) Limited ("**Debenture Trustee**"), provisions of Sections 152, 160 and other applicable provisions, if any, of the Companies Act, 2013 read with the Companies (Appointment

and Qualifications of Directors) Rules, 2014 and the Memorandum and the Articles of Association of the Company.

Mr. Mrinal Chandran (DIN 02578553), being the nominee of the Debenture Trustee, appointed as Non-Executive Director of the Company in place of Mr. Ashwani Maheshwari (DIN 07341295), with effect from 26th February, 2024 and who shall not be liable to retire by rotation and whose appointment shall be in accordance with the Deed.

Mr. Mrinal Chandran (DIN 02578553) was appointed on the Board of the Company, vide circular resolutions, as Nominee Directors (categorised as 'Non-Executive Directors') representing Debenture Trustee w.e.f. 26th February, 2024, on recommendation of the Nomination & Remuneration Committee of the Company.

Your Directors recommend the resolution set out at Item No. 7 of the accompanying Notice for the approval of the Members by way of a special resolution.

Except for Mr. Mrinal Chandran none of the Directors, promoters, Key Managerial are interested or concerned in the passing of the said resolution.

**By the Order of Board of Directors
Setco Auto Systems Private Limited**

**Hiren Vala
Company Secretary**

Place: Mumbai

Date: May 10, 2024

Route Map to the EGM Venue:

54A, Tardeo, Near Film Center Building, Tardeo Road, Mumbai - 400034

