



NOTICE

To
The Members,
Statutory Auditors,
Directors.

NOTICE IS HEREBY GIVEN THAT AN EXTRAORDINARY GENERAL MEETING (SERIAL NO. 02 /2024-2025) OF THE MEMBERS OF B9 BEVERAGES LIMITED (FORMERLY KNOWN AS B9 BEVERAGES PRIVATE LIMITED) WILL BE HELD ON THURSDAY, 27TH DAY OF JUNE, 2024 AT 02:30 P.M. THROUGH VIDEO CONFERENCING (VC) FACILITY/ OTHER AUDIO-VISUAL MEANS (OAVM) TO TRANSACT THE FOLLOWING BUSINESS:

THE PROCEEDINGS OF THE EGM SHALL BE DEEMED TO BE CONDUCTED AT THE CORPORATE OFFICE OF THE COMPANY, 7, SCINDIA HOUSE, 1ST FLOOR, K. G. MARG, CONNAUGHT CIRCUS, NEW DELHI – 110001, INDIA WHICH BE THE DEEMED VENUE OF THE EGM.

SPECIAL BUSINESS:

1. RECLASSIFICATION AND INCREASE OF THE AUTHORISED SHARE CAPITAL AND AMENDMENT OF CAPITAL CLAUSE OF THE MEMORANDUM OF ASSOCIATION ("MOA") OF THE COMPANY

To consider and if thought fit, to pass, with or without modification(s), the following resolution as an **Ordinary Resolution**:

"RESOLVED THAT pursuant to the provisions of Section 13, Section 61(1)(a) and Section 64 and all other applicable provisions of the Companies Act, 2013, and the rules enacted thereunder (including any statutory modifications, amendments thereto or re-enactment thereof, the regulations, rules, guidelines, if any, issued by the Government of India), and the provisions contained in the articles of association of the Company, the approval of the members be and is hereby accorded for increasing and reclassifying the authorized share capital of the Company FROM INR 156,42,77,446/- (Indian Rupees One Hundred Fifty-Six Crores Forty-Two Lakhs Seventy-Seven Thousand Four Hundred and Forty-Six Only) divided into:

- 2,50,00,000 (Two Crore Fifty Lakhs) Equity Shares of INR 10/- (Indian Rupees Ten only) each;
- 20 (Twenty) equity shares of INR 1,000/- (Indian Rupees One Thousand only) each;
- 287 (Two Hundred and Eighty-Seven) equity shares with Differential Voting Rights ("Equity DVR -1") of INR 718/- (Indian Rupees Seven Hundred and Eighteen only) each;
- 275 (Two Hundred and Seventy-Five) equity shares with Differential Voting Rights ("DVR Securities") of INR 718/- (Indian Rupees Seven Hundred and Eighteen only) each;
- 25,000 (Twenty-Five Thousand) Compulsory Convertible Cumulative Preference shares ("CCCPS") of INR 100/- (Indian Rupees One Hundred only) each;
- 26,226 (Twenty-Six Thousand Two Hundred and Twenty-Six) Series A Compulsory Convertible Cumulative Preference Shares ("Series A CCCPS") of INR 100/- (Indian Rupees One Hundred only) each;

Signature
B9 Beverages Limited
New Delhi

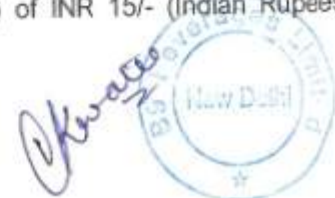
B9 BEVERAGES LIMITED (Formerly known as B9 Beverages Pvt. Ltd.)

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- g) 9,50,000 (Nine Lakh Fifty Thousand) Compulsory Convertible Cumulative Preference shares ("**CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- h) 45,000 (Forty-Five Thousand) Series A1 Compulsory Convertible Cumulative Preference Shares ("**Series A1 CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- i) 20,00,000 (Twenty lakhs) Series A2 Compulsory Convertible Cumulative Preference Shares ("**Series A2 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- j) 53,50,000 (Fifty-Three Lakhs Fifty Thousand) Series B Compulsory Convertible Cumulative Preference Shares ("**Series B CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- k) 25,00,000 (Twenty-Five Lakhs) Pre-Series C Compulsory Convertible Cumulative Preference Shares ("**Pre-Series C CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- l) 15,80,000 (Fifteen Lakhs Eighty Thousand) Pre-Series C1 Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series C1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- m) 13,00,000 (Thirteen Lakhs) Series C1 Compulsorily Convertible Cumulative Preference Shares ("**Series C1 CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- n) 49,75,000 (Forty-Nine Lakhs Seventy-Five Thousand) Series C Compulsorily Convertible Cumulative Preference Shares ("**Series C CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- o) 80,00,000 (Eighty Lakhs) Series D Compulsorily Convertible Cumulative Preference Shares ("**Series D CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- p) 12,00,000 (Twelve Lakhs) Series D1 Compulsorily Convertible Cumulative Preference Shares ("**Series D1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- q) 12,81,500 (Twelve Lakhs Eighty-One Thousand and Five Hundred) Series D2 Compulsorily Convertible Cumulative Preference Shares ("**Series D2 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- r) 75,000 (Seventy-Five Thousand) Series D3 Compulsorily Convertible Cumulative Preference Shares ("**Series D3 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- s) 29,00,000 (Twenty-Nine Lakhs) Series D4 Compulsorily Convertible Cumulative Preference Shares ("**Series D4 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- t) 40,00,000 (Forty Lakhs) Pre-Series D Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series D CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- u) 50,00,000 (Fifty Lakhs) Pre-Series D1 Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series D1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- v) 40,000 (Forty Thousand) Bridge Series Compulsorily Convertible Cumulative Preference Shares ("**Bridge Series CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- w) 1,80,000 (One Lakh Eighty Thousand) Subscription Compulsorily Convertible Cumulative Preference Shares ("**Subscription CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- x) 69,650 (Sixty-Nine Thousand Six Hundred and Fifty) Subscription Series A Compulsorily Convertible Cumulative Preference Shares ("**Subscription Series A CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- y) 3,000 (Three Thousand) Class A Promoter Optionally Convertible Preference Shares ("**Class A Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- z) 75,000 (Seventy-Five Thousand) Class B Promoter Optionally Convertible Preference Shares ("**Class B Promoter OCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- aa) 18,750 (Eighteen Thousand Seven Hundred and Fifty) Class C Promoter Optionally Convertible Preference Shares ("**Class C Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;





- bb) 30,000 (Thirty Thousand) Class D Promoter Optionally Convertible Preference Shares ("**Class D Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- cc) 10,43,474 (Ten Lakhs Forty-Three Thousand Four Hundred and Seventy-Four) Bonus Compulsory Convertible Cumulative Preference Shares ("**Bonus CCCPS**") of INR 15/- (Indian Rupees Fifteen Only) each;
- dd) 30,94,668 (Thirty Lakhs Ninety-Four Thousand Six Hundred and Sixty-Eight) Bonus Series A Compulsory Convertible Cumulative Preference Shares ("**Bonus Series A CCCPS**") of INR 15/- (Indian Rupees Fifteen Only) each; and
- ee) 52,99,380 (Fifty-Two Lakhs Ninety-Nine Thousand Three Hundred and Eighty) Bonus Series A1 Compulsory Convertible Cumulative Preference Shares ("**Bonus Series A1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each.

TO INR 156,47,16,196/- (Indian Rupees One Hundred Fifty-Six Crores Forty-Seven Lakhs Sixteen Thousand One Hundred and Ninety-Six Only) divided into:

- a) 2,50,00,000 (Two Crore Fifty Lakhs) Equity Shares of INR 10/- (Indian Rupees Ten only) each;
- b) 20 (Twenty) equity shares of INR 1,000/- (Indian Rupees One Thousand only) each;
- c) 287 (Two Hundred and Eighty-Seven) equity shares with Differential Voting Rights ("**Equity DVR -1**") of INR 718/- (Indian Rupees Seven Hundred and Eighteen only) each;
- d) 275 (Two Hundred and Seventy-Five) equity shares with Differential Voting Rights ("**DVR Securities**") of INR 718/- (Indian Rupees Seven Hundred and Eighteen only) each;
- e) 25,000 (Twenty-Five Thousand) Compulsory Convertible Cumulative Preference shares ("**CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- f) 26,226 (Twenty-Six Thousand Two Hundred and Twenty-Six) Series A Compulsory Convertible Cumulative Preference Shares ("**Series A CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- g) 9,50,000 (Nine Lakh Fifty Thousand) Compulsory Convertible Cumulative Preference shares ("**CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- h) 45,000 (Forty-Five Thousand) Series A1 Compulsory Convertible Cumulative Preference Shares ("**Series A1 CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- i) 20,00,000 (Twenty lakhs) Series A2 Compulsory Convertible Cumulative Preference Shares ("**Series A2 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- j) 53,50,000 (Fifty-Three Lakhs Fifty Thousand) Series B Compulsory Convertible Cumulative Preference Shares ("**Series B CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- k) 25,00,000 (Twenty-Five Lakhs) Pre-Series C Compulsory Convertible Cumulative Preference Shares ("**Pre-Series C CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- l) 15,80,000 (Fifteen Lakhs Eighty Thousand) Pre-Series C1 Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series C1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- m) 13,00,000 (Thirteen Lakhs) Series C1 Compulsorily Convertible Cumulative Preference Shares ("**Series C1 CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- n) 49,75,000 (Forty-Nine Lakhs Seventy-Five Thousand) Series C Compulsorily Convertible Cumulative Preference Shares ("**Series C CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- o) 80,00,000 (Eighty Lakhs) Series D Compulsorily Convertible Cumulative Preference Shares ("**Series D CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;



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- p) 12,00,000 (Twelve Lakhs) Series D1 Compulsorily Convertible Cumulative Preference Shares ("**Series D1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- q) 12,81,500 (Twelve Lakhs Eighty-One Thousand and Five Hundred) Series D2 Compulsorily Convertible Cumulative Preference Shares ("**Series D2 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- r) 75,000 (Seventy-Five Thousand) Series D3 Compulsorily Convertible Cumulative Preference Shares ("**Series D3 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- s) 29,00,000 (Twenty-Nine Lakhs) Series D4 Compulsorily Convertible Cumulative Preference Shares ("**Series D4 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- t) 40,00,000 (Forty Lakhs) Pre-Series D Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series D CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- u) 50,00,000 (Fifty Lakhs) Pre-Series D1 Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series D1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- v) 40,000 (Forty Thousand) Bridge Series Compulsorily Convertible Cumulative Preference Shares ("**Bridge Series CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- w) 1,80,000 (One Lakh Eighty Thousand) Subscription Compulsorily Convertible Cumulative Preference Shares ("**Subscription CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- x) 69,650 (Sixty-Nine Thousand Six Hundred and Fifty) Subscription Series A Compulsorily Convertible Cumulative Preference Shares ("**Subscription Series A CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- y) 29,250 (Twenty-Nine Thousand Two Hundred and Fifty) Subscription Series B Compulsorily Convertible Cumulative Preference Shares ("**Subscription Series B CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- z) 3,000 (Three Thousand) Class A Promoter Optionally Convertible Preference Shares ("**Class A Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- aa) 75,000 (Seventy-Five Thousand) Class B Promoter Optionally Convertible Preference Shares ("**Class B Promoter OCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- bb) 18,750 (Eighteen Thousand Seven Hundred and Fifty) Class C Promoter Optionally Convertible Preference Shares ("**Class C Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- cc) 30,000 (Thirty Thousand) Class D Promoter Optionally Convertible Preference Shares ("**Class D Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- dd) 10,43,474 (Ten Lakhs Forty-Three Thousand Four Hundred and Seventy-Four) Bonus Compulsory Convertible Cumulative Preference Shares ("**Bonus CCCPS**") of INR 15/- (Indian Rupees Fifteen Only) each;
- ee) 30,94,668 (Thirty Lakhs Ninety-Four Thousand Six Hundred and Sixty-Eight) Bonus Series A Compulsory Convertible Cumulative Preference Shares ("**Bonus Series A CCCPS**") of INR 15/- (Indian Rupees Fifteen Only) each; and
- ff) 52,99,380 (Fifty-Two Lakhs Ninety-Nine Thousand Three Hundred and Eighty) Bonus Series A1 Compulsory Convertible Cumulative Preference Shares ("**Bonus Series A1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each.

by creation of additional 29,250 (Twenty-Nine Thousand Two Hundred and Fifty) Subscription Series B Compulsorily Convertible Cumulative Preference Shares ("**Subscription Series B CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each.





RESOLVED FURTHER THAT pursuant to the provisions of Sections 13, 61(1)(a), 64 and all other applicable provisions, if any, of Companies Act 2013 read along with relevant rules formed thereunder (including any statutory modifications, amendments thereto or re-enactment thereof, for the time being in force), the provisions contained in the articles of association of the Company, and subject to the approval of the members of the Company, the consent of the Board be and is hereby given to substitute the existing Clause V of the Memorandum of Association with the following new Clause V in the Memorandum of Association of the Company which is consequent to the increase and reclassification of the authorised share capital:

"The Authorized Share Capital of the Company is 156,47,16,196/- (Indian Rupees One Hundred Fifty-Six Crores Forty-Seven Lakhs Sixteen Thousand One Hundred and Ninety-Six Only) divided into:

- a) 2,50,00,000 (Two Crore Fifty Lakhs) Equity Shares of INR 10/- (Indian Rupees Ten only) each;
- b) 20 (Twenty) equity shares of INR 1,000/- (Indian Rupees One Thousand only) each;
- c) 287 (Two Hundred and Eighty-Seven) equity shares with Differential Voting Rights ("**Equity DVR -1**") of INR 718/- (Indian Rupees Seven Hundred and Eighteen only) each;
- d) 275 (Two Hundred and Seventy-Five) equity shares with Differential Voting Rights ("**DVR Securities**") of INR 718/- (Indian Rupees Seven Hundred and Eighteen only) each;
- e) 25,000 (Twenty-Five Thousand) Compulsory Convertible Cumulative Preference shares ("**CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- f) 26,226 (Twenty-Six Thousand Two Hundred and Twenty-Six) Series A Compulsory Convertible Cumulative Preference Shares ("**Series A CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- g) 9,50,000 (Nine Lakh Fifty Thousand) Compulsory Convertible Cumulative Preference shares ("**CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- h) 45,000 (Forty-Five Thousand) Series A1 Compulsory Convertible Cumulative Preference Shares ("**Series A1 CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- i) 20,00,000 (Twenty lakhs) Series A2 Compulsory Convertible Cumulative Preference Shares ("**Series A2 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- j) 53,50,000 (Fifty-Three Lakhs Fifty Thousand) Series B Compulsory Convertible Cumulative Preference Shares ("**Series B CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- k) 25,00,000 (Twenty-Five Lakhs) Pre-Series C Compulsory Convertible Cumulative Preference Shares ("**Pre-Series C CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- l) 15,80,000 (Fifteen Lakhs Eighty Thousand) Pre-Series C1 Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series C1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- m) 13,00,000 (Thirteen Lakhs) Series C1 Compulsorily Convertible Cumulative Preference Shares ("**Series C1 CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- n) 49,75,000 (Forty-Nine Lakhs Seventy-Five Thousand) Series C Compulsorily Convertible Cumulative Preference Shares ("**Series C CCCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- o) 80,00,000 (Eighty Lakhs) Series D Compulsorily Convertible Cumulative Preference Shares ("**Series D CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- p) 12,00,000 (Twelve Lakhs) Series D1 Compulsorily Convertible Cumulative Preference Shares ("**Series D1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;



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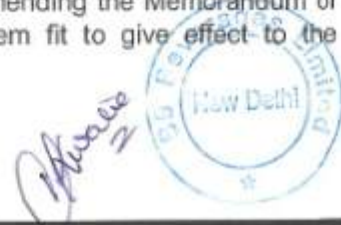
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- q) 12,81,500 (Twelve Lakhs Eighty-One Thousand and Five Hundred) Series D2 Compulsorily Convertible Cumulative Preference Shares ("**Series D2 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- r) 75,000 (Seventy-Five Thousand) Series D3 Compulsorily Convertible Cumulative Preference Shares ("**Series D3 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- s) 29,00,000 (Twenty-Nine Lakhs) Series D4 Compulsorily Convertible Cumulative Preference Shares ("**Series D4 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- t) 40,00,000 (Forty Lakhs) Pre-Series D Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series D CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- u) 50,00,000 (Fifty Lakhs) Pre-Series D1 Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series D1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- v) 40,000 (Forty Thousand) Bridge Series Compulsorily Convertible Cumulative Preference Shares ("**Bridge Series CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- w) 1,80,000 (One Lakh Eighty Thousand) Subscription Compulsorily Convertible Cumulative Preference Shares ("**Subscription CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- x) 69,650 (Sixty-Nine Thousand Six Hundred and Fifty) Subscription Series A Compulsorily Convertible Cumulative Preference Shares ("**Subscription Series A CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- y) 29,250 (Twenty-Nine Thousand Two Hundred and Fifty) Subscription Series B Compulsorily Convertible Cumulative Preference Shares ("**Subscription Series B CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- z) 3,000 (Three Thousand) Class A Promoter Optionally Convertible Preference Shares ("**Class A Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- aa) 75,000 (Seventy-Five Thousand) Class B Promoter Optionally Convertible Preference Shares ("**Class B Promoter OCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- bb) 18,750 (Eighteen Thousand Seven Hundred and Fifty) Class C Promoter Optionally Convertible Preference Shares ("**Class C Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- cc) 30,000 (Thirty Thousand) Class D Promoter Optionally Convertible Preference Shares ("**Class D Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- dd) 10,43,474 (Ten Lakhs Forty-Three Thousand Four Hundred and Seventy-Four) Bonus Compulsory Convertible Cumulative Preference Shares ("**Bonus CCCPS**") of INR 15/- (Indian Rupees Fifteen Only) each;
- ee) 30,94,668 (Thirty Lakhs Ninety-Four Thousand Six Hundred and Sixty-Eight) Bonus Series A Compulsory Convertible Cumulative Preference Shares ("**Bonus Series A CCCPS**") of INR 15/- (Indian Rupees Fifteen Only) each; and
- ff) 52,99,380 (Fifty-Two Lakhs Ninety-Nine Thousand Three Hundred and Eighty) Bonus Series A1 Compulsory Convertible Cumulative Preference Shares ("**Bonus Series A1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each.

RESOLVED FURTHER THAT any one of the Directors and/or the Company Secretary of the Company, be and is hereby severally authorized to: (i) sign and file all the necessary forms (including e-form SH-7) and other document as may be required with statutory authorities including the Registrar of Companies; (ii) do all such acts and deeds as may be required for the purpose of increase and reclassification of the authorized share capital of the Company and amending the Memorandum of Association and (iii) authorize such person or persons as they deem fit to give effect to the aforementioned resolutions.



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RESOLVED FURTHER THAT certified true copies of any of these resolutions may be furnished, as may be required, under the signature of any of the Directors or Company Secretary of the Company.”

2. APPROVAL TO ISSUE UNLISTED, SECURED, REDEEMABLE NON-CONVERTIBLE DEBENTURES (NCDs) FOR AN AMOUNT OF INR UPTO INR 42,00,00,000/- (INDIAN RUPEES FORTY-TWO CRORES ONLY)

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**:

“**RESOLVED THAT** pursuant to the provisions of Section 42 and 71 of the Companies Act, 2013 read with Rule 14 of the Companies (Prospectus and Allotment of securities) Rules, 2014 and Companies (Share Capital and Debentures) Rules, 2014 and all other applicable provisions, if any, of the Companies Act, 2013 and rules made thereunder (including any statutory modification(s) or re-enactments thereof, for the time being in force), consent of the members of the Company be and is hereby accorded to the Board of Directors (hereinafter referred to as the “**Board**”, which term shall be deemed to include any Committee thereof for the time being exercising the powers conferred on the Board of Directors by this resolution), to the proposed issuance of the offer letter in Form PAS-4 inviting the identified investor to subscribe to the debentures, as specified in the table below:

Sr. No.	Name and address of identified investor	No of debentures offered	Issue price per debenture (Rs.)	Subscription money in Rs.
01.	Alteria Capital Fund II – Scheme I (acting through its trustee, Orbis Trusteeship Services Private Limited) (“ Subscriber ”)	1,400	1,00,000	14,00,00,000
02.	Alteria Capital Fund III – Scheme A (acting through its trustee, Orbis Trusteeship Services Private Limited) (“ Subscriber 1 ”)	2,800	1,00,000	28,00,00,000

RESOLVED FURTHER THAT the terms and conditions of the issuance of NCDs be and are hereby approved and attached as Annexure A.

RESOLVED FURTHER THAT the draft private placement offer letter in the format of Form PAS-4 under the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the application form be and are hereby approved and any of the directors or Company Secretary of the Company be and are hereby severally authorized to sign and issue the private placement offer letter and necessary annexures as may be required, to the identified investors.

RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution, the directors be and are hereby authorized to agree and accept all such condition(s), modification(s), and alteration(s) as may be stipulated by any relevant authorities while according approval or consent to do all such acts, deeds, matters and things and execute all documents as may be necessary in this regard and to



delegate all or any of the power herein conferred, to any one or more directors or the company secretary of the Company.

RESOLVED FURTHER THAT the entire subscription monies shall be received by the Company from the investors at the time of application into a separate designated account opened for this purpose and shall not be utilized till the allotment of the NCD until filing of e-form PAS-3 with the Registrar of Companies.

RESOLVED FURTHER THAT monies received by the Company from the Alteria as application monies to allot the NCD, pursuant to the Issue shall be kept by the Company in a separate bank account with Axis Bank bearing account number 923020014923995 and shall be utilized by the Company in accordance with Section 42 of the Act.

RESOLVED FURTHER THAT directors or company secretary of the Company be and are hereby authorised to issue offer letter to identified investor(s) within the time prescribed under the Companies Act, 2013 and to authenticate the entries made in offer record as well as file necessary e-forms with the concerned Registrar of Companies and to do all such acts, deeds and things as may be required in this connection and incidental thereto.

RESOLVED FURTHER THAT the Company do record the name of the Alteria and maintain such record of private placement offer of the NCD in Form PAS-5 under the Companies (Prospectus and Allotment of Securities) Rules, 2014.

RESOLVED FURTHER THAT Form PAS-5 (record of private placement offer to be kept by the company) pursuant to Section 42 of the Companies Act, 2013 read with Rule 14(4) of the Companies (Prospectus and Allotment of Securities) Rules, 2014, as amended from time to time, placed before the meeting, be and is hereby approved.

RESOLVED FURTHER THAT the Company do hereby approve to secure the redemption amount of the Series A1 Debentures by creating a charge on hypothecated properties of the Company.

RESOLVED FURTHER THAT for the purpose of giving effect to the aforementioned resolution, the Board of the Company be and are hereby jointly and severally authorised to do all such acts, matters, deeds and things and to take all such steps and to execute all such documents, instruments, agreements, deeds and undertakings and do all such things and delegate all or any of the powers of the Board, and give all such directions as the Board may consider necessary, expedient or desirable in order to give effect to the above resolution and/or also to settle any questions or difficulties that may arise in such manner as the Board in its absolute discretion may deem fit and take all steps which are incidental and ancillary in this connection."

3. APPROVAL FOR ISSUANCE OF 29,248 PARTLY PAID SUBSCRIPTION SERIES B COMPULSORILY CONVERTIBLE CUMULATIVE PREFERENCE SHARES ("SUBSCRIPTION SERIES A CCCPS")

To consider and if thought fit, to pass, with or without modification(s), the following resolution as a **Special Resolution**: -

The image shows a handwritten signature in blue ink, which appears to be 'A. K. Gupta', written over a circular blue stamp. The stamp contains the text 'B9 BEVERAGES LIMITED' around the perimeter and 'New Delhi' in the center, with a small star at the bottom.



“RESOLVED THAT pursuant to the provisions of Section 23(1), 42, 55 and 62(1)(c) of the Companies Act, 2013 read with Rule 9 (2) and Rule 13 of the Companies (Share Capital and Debenture) Rules, 2014, Rule 14 of the Companies (Prospectus and Allotment of securities) Rules, 2014 and all other applicable provisions, if any, of the Companies Act, 2013 and rules made thereunder (including any statutory modification(s) or re-enactments thereof, for the time being in force), consent of the members of the Company be and is hereby accorded to the Board of Directors (hereinafter referred to as the “Board”, which term shall be deemed to include any Committee thereof for the time being exercising the powers conferred on the Board of Directors by this resolution), to the proposed issuance of the offer letter in Form PAS-4 inviting the identified investor to subscribe to the compulsorily convertible preference shares, as specified in the table below:

Sr. No	Name of identified investor	No of compulsorily convertible preference shares offered	Issue price per compulsorily convertible preference share (Rs.)	Subscription money in Rs.
01.	Alteria Capital Fund II – Scheme I (acting through its trustee, Orbis Trusteeship Services Private Limited)	9,749 – partly paid Subscription B CCCPS	718	9,749/- (remaining in calls)
02.	Alteria Capital Fund III – Scheme A (acting through its trustee, Orbis Trusteeship Services Private Limited)	19,499 – partly paid Subscription B CCCPS	718	19,499/- (remaining in calls)
	Total	29,248 – partly paid Subscription B CCCPS		

RESOLVED FURTHER THAT the following terms and conditions of the issuance of partly paid Subscription Series B Compulsorily Convertible Cumulative Preference Shares (“**Subscription Series B CCCPS**”) be and are hereby approved and attached as Annexure B.

RESOLVED FURTHER THAT the draft private placement offer letter in the format of Form PAS-4 under the Companies (Prospectus and Allotment of Securities) Rules, 2014 and the application form be and are hereby approved and any of the directors or company secretary of the Company be and are hereby severally authorized to sign and issue the private placement offer letter and necessary annexures as may be required, to the identified investors.

RESOLVED FURTHER THAT a copy of the valuation report, issued by Siddharth Gupta (IBBI Registration No.: IBBI/RV/05/2019/11261;), registered valuer, dated May 28, 2024 and as approved by the Board at its meeting held on May 30, 2024 is duly noted.

RESOLVED FURTHER THAT for the purpose of giving effect to the above resolution, the directors be and are hereby authorized to agree and accept all such condition(s), modification(s), and alteration(s) as may be stipulated by any relevant authorities while according approval or consent to do all such acts, deeds, matters and things and execute all documents as may be necessary in this regard and to

B9 BEVERAGES LIMITED (Formerly known as B9 Beverages Pvt. Ltd.)

H-106, CONNAUGHT CIRCUS, NEW DELHI 110001 | TEL: +91 (0) 11 4920 6600 | E-MAIL: INFO@BIRA91.COM | CIN: U80903DL2012PLC236595

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delegate all or any of the power herein conferred, to any one or more directors or the company secretary of the Company.

RESOLVED FURTHER THAT the entire subscription monies shall be received by the Company from the investors at the time of application into a separate designated account opened for this purpose and shall not be utilized till the allotment of the equity shares and the compulsorily convertible preference shares.

RESOLVED FURTHER THAT directors or company secretary of the Company be and are hereby authorised to issue offer letter to identified investor(s) within the time prescribed under the Companies Act, 2013 and to authenticate the entries made in offer record as well as file necessary e-forms with the concerned Registrar of Companies and to do all such acts, deeds and things as may be required in this connection and incidental thereto.

RESOLVED FURTHER THAT for the purpose of giving effect to the aforementioned resolution, the Board of the Company be and are hereby jointly and severally authorised to do all such acts, matters, deeds and things and to take all such steps and to execute all such documents, instruments, agreements, deeds and undertakings and do all such things and delegate all or any of the powers of the Board, and give all such directions as the Board may consider necessary, expedient or desirable in order to give effect to the above resolution and/or also to settle any questions or difficulties that may arise in such manner as the Board in its absolute discretion may deem fit and take all steps which are incidental and ancillary in this connection."

Registered Office: Premise No. 106, 2nd Floor,
Block H, Connaught Place New Delhi 110001

CIN: U80903DL2012PLC236595
Email id: secretarial@bira91.com
Tel: 011 – 4920 6600

For and on behalf of Board
B9 Beverages Limited
(Formerly known as B9 Beverages Private Limited)



(Varun Kwatra)
(Company Secretary)
(Membership No. A23077)

Date: June 04, 2024
Place: New Delhi

Enclosed:

Annexure A (Terms of NCD)

Annexure B (Terms of Subscription Series B CCCPS)



ANNEXURE A
TERMS OF NCD
TERMS OF 1 (A) DEBENTURES

The 1 (a) Debentures shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) ("**Agreement**").

I. **Face Value**

Each 1 (a) Debentures shall be of a face value of INR 100,000 (Indian Rupees One Lakh only).

II. **Tenure**

The tenure of 1 (a) Debentures shall be until 1 September 2025, or such other time as mutually agreed between the Parties ("**1 (a) Securities Term**").

III. **Voting Rights**

The 1 (a) Debentures shall not have any voting rights.

IV. **Security**

The 1 (a) Debentures shall be secured by the Security in the manner prescribed under the Agreement. The specific terms and conditions of the Security Interest created on the Hypothecated Properties in favor of the Debenture Trustee are set forth in the Security Documents.

V. **Coupon**

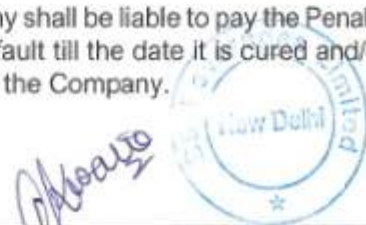
Each 1 (a) Debentures shall be entitled to Coupon as per the Coupon Rate of 14.25% (fourteen point two five percent) per annum. The Coupon shall be payable at monthly rests on the first day of each month.

VI. **Redemption of 1 (a) Debentures**

The 1 (a) Debentures shall be redeemed on the Principal Payment Dates in accordance with the Redemption Schedule provided for in Annexure 6 (Redemption Schedule) of the Agreement.

VII. **Penalty**

In the event of occurrence of an Event of Default, the Company shall be liable to pay the Penalty computed from the date of occurrence of such Event of Default till the date it is cured and/or until the Secured Obligations have been fully discharged by the Company.





VIII. **Prepayment Premium**

- (a) The Company shall not have a right to prepay the 1 (a) Debentures before the expiry of 12 (twelve) months from the 1 (a) Closing Date.
- (b) Upon expiry of 12 (twelve) months from the date of issuance of the 1 (a) Debentures, the Company shall have a right to prepay the outstanding 1 (a) Debentures subject to payment of a prepayment penalty of 1% (one percent) of the outstanding Amounts Due in relation to the 1 (a) Debentures.

IX. **General Covenant**

The Company covenants with the Subscriber that it shall pay to the Debenture Holders the Principal Amounts due on the scheduled Principal Payment Date, Coupon, Penalty (if applicable), other interest payable and liquidated damages (if applicable) on the 1 (a) Debentures as stipulated and in accordance with the terms of the Agreement and other Transaction Documents.

X. **Business Day Convention**

On each Due Date, the Company shall pay, without any notice or demand from the Debenture Holders / Debenture Trustee, the Amounts Due, including the Principal Amounts, Coupon, Penalty, other interest payable and liquidated damages (if applicable) on the 1 (a) Debentures which is due and payable on such Due Date. If the Due Date in respect of any Amounts Due payable on the 1 (a) Debentures under the Agreement falls on a day which is not a Business Day, the immediately preceding Business Day shall be considered as the Due Date for such payment.





PART A2

TERMS OF 1 (B) DEBENTURES

The 1 (b) Debentures shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) (“**Agreement**”).

I. **Face Value**

Each 1 (b) Debentures shall be of a face value of INR 100,000 (Indian Rupees One Lakh only).

II. **Tenure**

The tenure of 1 (b) Debentures shall be until 1 September 2025, or such other time as mutually agreed between the Parties (“**1 (b) Securities Term**”).

III. **Voting Rights**

The 1 (b) Debentures shall not have any voting rights.

IV. **Security**

The 1 (b) Debentures shall be secured by the Security in the manner prescribed under the Agreement. The specific terms and conditions of the Security Interest created on the Hypothecated Properties in favor of the Debenture Trustee are set forth in the Security Documents.

V. **Coupon**

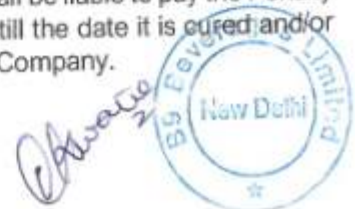
Each 1 (b) Debentures shall be entitled to Coupon as per the Coupon Rate of 14.25% (fourteen point two five percent) per annum. The Coupon shall be payable at monthly rests on the first day of each month.

VI. **Redemption of 1 (b) Debentures**

The 1 (b) Debentures shall be redeemed on the Principal Payment Dates in accordance with the Redemption Schedule provided for in Annexure 6 (Redemption Schedule) of the Agreement.

VII. **Penalty**

In the event of occurrence of an Event of Default, the Company shall be liable to pay the Penalty computed from the date of occurrence of such Event of Default till the date it is cured and/or until the Secured Obligations have been fully discharged by the Company.





VIII. **Prepayment Premium**

- (a) The Company shall not have a right to prepay the 1 (b) Debentures before the expiry of 12 (twelve) months from the 1 (b) Closing Date.
- (b) Upon expiry of 12 (twelve) months from the date of issuance of the 1 (b) Debentures, the Company shall have a right to prepay the outstanding 1 (b) Debentures subject to payment of a prepayment penalty of 1% (one percent) of the outstanding Amounts Due in relation to the 1 (b) Debentures.

IX. **General Covenant**

The Company covenants with the Subscriber 1 that it shall pay to the Debenture Holders the Principal Amounts Due on the scheduled Principal Payment Date, Coupon, Penalty (if applicable), other interest payable and liquidated damages (if applicable) on the 1 (b) Debentures as stipulated and in accordance with the terms of the Agreement and other Transaction Documents.

X. **Business Day Convention**

On each Due Date, the Company shall pay, without any notice or demand from the Debenture Holders / Debenture Trustee, the Amounts Due, including the Principal Amounts, Coupon, Penalty, other interest payable and liquidated damages (if applicable) on the 1 (b) Debentures which is due and payable on such Due Date. If the Due Date in respect of any Amounts Due payable on the 1 (b) Debentures under the Agreement falls on a day which is not a Business Day, the immediately preceding Business Day shall be considered as the Due Date for such payment.





PART B1

TERMS OF 2 (A) DEBENTURES

The 2 (a) Debentures shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) ("**Agreement**").

I. **Face Value**

Each 2 (a) Debentures shall be of a face value of INR 100,000 (Indian Rupees One Lakh only).

II. **Tenure**

The tenure of 2 (a) Debentures shall be until 1 December 2025, or such other time as mutually agreed between the Parties ("**2 (a) Securities Term**").

III. **Voting Rights**

The 2 (a) Debentures shall not have any voting rights.

IV. **Security**

The 2 (a) Debentures shall be secured by the Security in the manner prescribed under the Agreement. The specific terms and conditions of the Security Interest created on the Hypothecated Properties in favor of the Debenture Trustee are set forth in the Security Documents.

V. **Coupon**

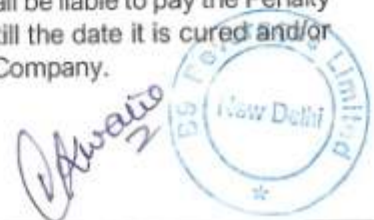
Each 2 (a) Debentures shall be entitled to Coupon as per the Coupon Rate of 14.25% (fourteen point two five percent) per annum. The Coupon shall be payable at monthly rests on the first day of each month.

VI. **Redemption of 2 (a) Debentures**

The 2 (a) Debentures shall be redeemed on the Principal Payment Dates in accordance with the Redemption Schedule provided for in Annexure 6 (Redemption Schedule) of the Agreement.

VII. **Penalty**

In the event of occurrence of an Event of Default, the Company shall be liable to pay the Penalty computed from the date of occurrence of such Event of Default till the date it is cured and/or until the Secured Obligations have been fully discharged by the Company.





VIII. **Prepayment Premium**

- (a) The Company shall not have a right to prepay the 2 (a) Debentures before the expiry of 12 (twelve) months from the 2 (a) Closing Date.
- (b) Upon expiry of 12 (twelve) months from the date of issuance of the 2 (a) Debentures, the Company shall have a right to prepay the outstanding 2 (a) Debentures subject to payment of a prepayment penalty of 1% (one percent) of the outstanding Amounts Due in relation to the 2 (a) Debentures.

IX. **General Covenant**

The Company covenants with the Subscriber that it shall pay to the Debenture Holders the Principal Amounts Due on the scheduled Principal Payment Date, Coupon, Penalty (if applicable), other interest payable and liquidated damages (if applicable) on the 2 (a) Debentures as stipulated and in accordance with the terms of the Agreement and other Transaction Documents.

X. **Business Day Convention**

On each Due Date, the Company shall pay, without any notice or demand from the Debenture Holders / Debenture Trustee, the Amounts Due, including the Principal Amounts, Coupon, Penalty, other interest payable and liquidated damages (if applicable) on the 2 (a) Debentures which is due and payable on such Due Date. If the Due Date in respect of any Amounts Due payable on the 2 (a) Debentures under the Agreement falls on a day which is not a Business Day, the immediately preceding Business Day shall be considered as the Due Date for such payment.





PART B2

TERMS OF 2 (B) DEBENTURES

The 2 (b) Debentures shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) ("**Agreement**").

I. **Face Value**

Each 2 (b) Debentures shall be of a face value of INR 100,000 (Indian Rupees One Lakh only).

II. **Tenure**

The tenure of 2 (b) Debentures shall be until 1 December 2025, or such other time as mutually agreed between the Parties ("**2 (b) Securities Term**").

III. **Voting Rights**

The 2 (b) Debentures shall not have any voting rights.

IV. **Security**

The 2 (b) Debentures shall be secured by the Security in the manner prescribed under the Agreement. The specific terms and conditions of the Security Interest created on the Hypothecated Properties in favor of the Debenture Trustee are set forth in the Security Documents.

V. **Coupon**

Each 2 (b) Debentures shall be entitled to Coupon as per the Coupon Rate of 14.25% (fourteen point two five percent) per annum. The Coupon shall be payable at monthly rests on the first day of each month.

VI. **Redemption of 2 (b) Debentures**

The 2 (b) Debentures shall be redeemed on the Principal Payment Dates in accordance with the Redemption Schedule provided for in Annexure 6 (Redemption Schedule) of the Agreement.

VII. **Penalty**

In the event of occurrence of an Event of Default, the Company shall be liable to pay the Penalty computed from the date of occurrence of such Event of Default till the date it is cured and/or until the Secured Obligations have been fully discharged by the Company.

Akash
B9 Beverages Limited
New Delhi



VIII. **Prepayment Premium**

- (a) The Company shall not have a right to prepay the 2 (b) Debentures before the expiry of 12 (twelve) months from the 2 (b) Closing Date.
- (b) Upon expiry of 12 (twelve) months from the date of issuance of the 2 (b) Debentures, the Company shall have a right to prepay the outstanding 2 (b) Debentures subject to payment of a prepayment penalty of 1% (one percent) of the outstanding Amounts Due in relation to the 2 (b) Debentures.

IX. **General Covenant**

The Company covenants with the Subscriber 1 that it shall pay to the Debenture Holders the Principal Amounts Due on the scheduled Principal Payment Date, Coupon, Penalty (if applicable), other interest payable and liquidated damages (if applicable) on the 2 (b) Debentures as stipulated and in accordance with the terms of the Agreement and other Transaction Documents.

X. **Business Day Convention**

On each Due Date, the Company shall pay, without any notice or demand from the Debenture Holders / Debenture Trustee, the Amounts Due, including the Principal Amounts, Coupon, Penalty, other interest payable and liquidated damages (if applicable) on the 2 (b) Debentures which is due and payable on such Due Date. If the Due Date in respect of any Amounts Due payable on the 2 (b) Debentures under the Agreement falls on a day which is not a Business Day, the immediately preceding Business Day shall be considered as the Due Date for such payment.





PART C1

TERMS OF 3 (A) DEBENTURES

The 3 (a) Debentures shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) ("**Agreement**").

I. **Face Value**

Each 3 (a) Debentures shall be of a face value of INR 100,000 (Indian Rupees One Lakh only).

II. **Tenure**

The tenure of 3 (a) Debentures shall be till 18 (eighteen) months from the issue of 3 (a) Debentures, or such other time as mutually agreed between the Parties ("**3 (a) Securities Term**").

III. **Voting Rights**

The 3 (a) Debentures shall not have any voting rights.

IV. **Security**

The 3 (a) Debentures shall be secured by the Security in the manner prescribed under the Agreement. The specific terms and conditions of the Security Interest created on the Hypothecated Properties in favor of the Debenture Trustee are set forth in the Security Documents.

V. **Coupon**

Each 3 (a) Debentures shall be entitled to Coupon as per the Coupon Rate of 14.25% (fourteen point two five percent) per annum. The Coupon shall be payable at monthly rests on the first day of each month.

VI. **Redemption of 3 (a) Debentures**

The 3 (a) Debentures shall be redeemed on the Principal Payment Dates in accordance with the Redemption Schedule provided for in Annexure 6 (Redemption Schedule) of the Agreement.

VII. **Penalty**

In the event of occurrence of an Event of Default, the Company shall be liable to pay the Penalty computed from the date of occurrence of such Event of Default till the date it is cured and/or until the Secured Obligations have been fully discharged by the Company.





VIII. **Prepayment Premium**

- (a) The Company shall not have a right to prepay the 3 (a) Debentures before the expiry of 12 (twelve) months from the 3 (a) Closing Date.
- (b) Upon expiry of 12 (twelve) months from the date of issuance of the 3 (a) Debentures, the Company shall have a right to prepay the outstanding 3 (a) Debentures subject to payment of a prepayment penalty of 1% (one percent) of the outstanding Amounts Due in relation to the 3 (a) Debentures.

IX. **General Covenant**

The Company covenants with the Subscriber 1 that it shall pay to the Debenture Holders the Principal Amounts Due on the scheduled Principal Payment Date, Coupon, Penalty (if applicable), other interest payable and liquidated damages (if applicable) on the 3 (a) Debentures as stipulated and in accordance with the terms of the Agreement and other Transaction Documents.

X. **Business Day Convention**

On each Due Date, the Company shall pay, without any notice or demand from the Debenture Holders / Debenture Trustee, the Amounts Due, including the Principal Amounts, Coupon, Penalty, other interest payable and liquidated damages (if applicable) on the 3 (a) Debentures which is due and payable on such Due Date. If the Due Date in respect of any Amounts Due payable on the 3 (a) Debentures under the Agreement falls on a day which is not a Business Day, the immediately preceding Business Day shall be considered as the Due Date for such payment.





PART C2

TERMS OF 3 (B) DEBENTURES

The 3 (b) Debentures shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) (“**Agreement**”).

I. **Face Value**

Each 3 (b) Debentures shall be of a face value of INR 100,000 (Indian Rupees One Lakh only).

II. **Tenure**

The tenure of 3 (b) Debentures shall be till 18 (eighteen) months from the issue of 3 (a) Debentures, or such other time as mutually agreed between the Parties (“**3 (b) Securities Term**”).

III. **Voting Rights**

The 3 (b) Debentures shall not have any voting rights.

IV. **Security**

The 3 (b) Debentures shall be secured by the Security in the manner prescribed under the Agreement. The specific terms and conditions of the Security Interest created on the Hypothecated Properties in favor of the Debenture Trustee are set forth in the Security Documents.

V. **Coupon**

Each 3 (b) Debentures shall be entitled to Coupon as per the Coupon Rate of 14.25% (fourteen point two five percent) per annum. The Coupon shall be payable at monthly rests on the first day of each month.

VI. **Redemption of 3 (b) Debentures**

The 3 (b) Debentures shall be redeemed on the Principal Payment Dates in accordance with the Redemption Schedule provided for in Annexure 6 (Redemption Schedule) of the Agreement.

VII. **Penalty**

In the event of occurrence of an Event of Default, the Company shall be liable to pay the Penalty computed from the date of occurrence of such Event of Default till the date it is cured and/or until the Secured Obligations have been fully discharged by the Company.





VIII. **Prepayment Premium**

- (a) The Company shall not have a right to prepay the 3 (b) Debentures before the expiry of 12 (twelve) months from the 3 (b) Closing Date.
- (b) Upon expiry of 12 (twelve) months from the date of issuance of the 3 (b) Debentures, the Company shall have a right to prepay the outstanding 3 (b) Debentures subject to payment of a prepayment penalty of 1% (one percent) of the outstanding Amounts Due in relation to the 3 (b) Debentures.

IX. **General Covenant**

The Company covenants with the Subscriber 1 that it shall pay to the Debenture Holders the Principal Amounts Due on the scheduled Principal Payment Date, Coupon, Penalty (if applicable), other interest payable and liquidated damages (if applicable) on the 3 (b) Debentures as stipulated and in accordance with the terms of the Agreement and other Transaction Documents.

X. **Business Day Convention**

On each Due Date, the Company shall pay, without any notice or demand from the Debenture Holders / Debenture Trustee, the Amounts Due, including the Principal Amounts, Coupon, Penalty, other interest payable and liquidated damages (if applicable) on the 3 (b) Debentures which is due and payable on such Due Date. If the Due Date in respect of any Amounts Due payable on the 3 (b) Debentures under the Agreement falls on a day which is not a Business Day, the immediately preceding Business Day shall be considered as the Due Date for such payment.





ANNEXURE B

PART A1

TERMS OF 1 (A) CCCPS

The 1 (a) CCCPS shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) (“**Agreement**”).

TERMS AND CONDITIONS OF 1 (a) CCCPS

I. Face Value

Each 1 (a) CCCPS shall be of a face value of INR 15 (Indian Rupees Fifteen only).

II. Partly Paid

1 (a) CCCPS shall be issued to the CCCPS Holder at the payment of INR 1 (Indian Rupee One only) per 1 (a) CCCPS. The rights exercised by holder shall be in accordance of law i.e. exercisable to the extent of amount paid up.

III. Calls

- a. The Board shall after receiving written notice from the holders of the 1 (a) CCCPS on the relevant date, make calls upon the holders of the 1 (a) CCCPS in respect of monies unpaid on the 1 (a) CCCPS (whether on account of the nominal value of the shares or premium) and not by the conditions of allotment thereof made payable at fixed times. Further, if the Company wishes to make a call on the outstanding partly paid 1 (a) CCCPS, it shall obtain written consent from the holders of the 1 (a) CCCPS as on that relevant date. Only after receiving such consent, the Company shall make calls on the outstanding partly paid 1 (a) CCCPS.
- b. Holders of the 1 (a) CCCPS shall, subject to receiving at least 14 (fourteen) days’ notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on 1 (a) CCCPS.
- c. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
- d. Any sum which by the terms of issue of a 1 (a) CCCPS becomes payable on allotment or at any fixed date, whether on account of the nominal value of the 1 (a) CCCPS or by way of premium, shall, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- e. Notwithstanding anything to the contrary, holders of the 1 (a) CCCPS shall be required to pay the monies unpaid on the 1 (a) CCCPS upon the earlier of the expiry of 8th (Eighth) anniversary of the date of allotment of each such 1 (a) CCCPS or (b) immediately prior to the filling of red herring prospectus with the Securities Exchange Board of India for an



B9 BEVERAGES LIMITED (Formerly known as B9 Beverages Pvt. Ltd.)

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initial public offering by the Company on a recognized stock exchange in India. It is hereby clarified that the Company shall notify holder of 1 (a) CCCPS at least 15 (fifteen) days prior to the occurrence of a Liquidity Event.

- f. In case of non-payment of such sum, all the relevant provisions of the Act as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Any person whose shares have been forfeited shall cease to be a shareholder of the Company in respect of the forfeited shares.

IV. Conversion

a. Timeline

1 (a) CCCPS shall be converted into Equity Shares upon happening of the following two events:

- (a) at the election of the CCCPS Holder; or
(i) in the event CCCPS Holder does not elect to convert the 1 (a) CCCPS held by it, the Company shall convert the 1 (a) CCCPS into Equity Shares upon occurrence of events specified in clause III(e) of this Annexure.

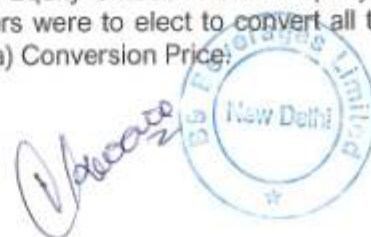
b. Price

Subject to the terms of the Agreement and applicable Law, the conversion price of each 1 (a) CCCPS shall be the price per share as determined in the Imminent Equity Round ("1 (a) **Conversion Price**"), each converting to 1 (one) Equity share.

CCCPS Holder shall have the option, exercisable at its sole discretion, to fully pay up the 1 (a) CCCPS at any time up to 8 (eight) years from date of allotment

V. Voting Rights

- a) Each of the 1 (a) CCCPS shall entitle the holder to such number of votes equal to the number of whole or fractional Equity Shares into which such 1 (a) CCCPS could then be converted. To this effect, if applicable Law does not permit the holder of 1 (a) CCCPS to exercise voting rights on all shareholder matters submitted to the vote of the Shareholders of the (including the holders of Equity Shares), then until the conversion of all the 1 (a) CCCPS into Equity Shares, the Promoters and all other Shareholders shall vote in accordance with the instructions of the holders of the 1 (a) CCCPS at a general meeting or provide proxies without instructions to the holders of 1 (a) CCCPS for the purposes of a general meeting of Shareholders of the Company, in respect of such number of Equity Shares held by each of them such that a relevant percentage (the "**Relevant Percentage**") of the Equity Shares of the Company are voted on in the manner required by the holder of 1 (a) CCCPS.
- b) For the purposes of this Clause V, the Relevant Percentage in relation to the holder of the 1 (a) CCCPS shall be equal to the percentage of Equity Shares in the Company that the holder of 1 (a) CCCPS would hold if such holders were to elect to convert all the 1 (a) CCCPS into Equity Shares based on the then 1 (a) Conversion Price.





- c) The Promoters and the Company hereby acknowledge that the holders of 1 (a) CCCPS have agreed to subscribe to the 1 (a) CCCPS on the basis that such holder of 1 (a) CCCPS will be able to exercise voting rights on the 1 (a) CCCPS as if the same were converted into Equity Shares.

VI. Dividend

The 1 (a) CCCPS are cumulative, participating, compulsorily and fully convertible preference shares having a face value of INR 15/- (Indian Rupees Fifteen Only) each. Minimum preferential cumulative dividend rate is the higher of (a) 0.0001% (Zero point Zero Zero Zero One percent) per annum of the face value per annum; or (b) pro-rata dividend on the Equity Shares on an as-if-converted basis; (the "Investor Preferential Dividend").

In addition to and after payment of the Investor Preferential Dividend, holders of 1 (a) CCCPS would be entitled to participate *pari passu* in any cash or non-cash dividends paid to the holders of shares of all other classes (including Equity Shares) or series on a pro rata, as-if-converted basis.

VII. Rank

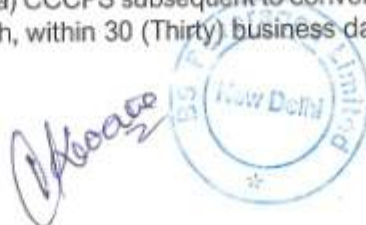
Upon conversion of 1 (a) CCCPS, the Equity Shares issued will, in all respects, rank *pari passu* with the Equity Shares in issue on the 1 (a) Conversion Date (*defined below*).

VIII. Liquidation Preference

In the event of a Liquidity Event, the 1 (a) CCCPS shall have liquidation preference as available to the holders of Series D CCCPS and Series D1 CCCPS.

IX. Conversion Mechanism

- i. Subject to each 1 (a) CCCPS being fully paid-up in the manner set out in the Act, each holder of 1 (a) CCCPS who elects to convert the same into Equity Shares shall give a written notice to the Company that such holder are elected to convert the 1 (a) CCCPS and shall state in such notice the number of 1 (a) CCCPS that are required to be converted.
- ii. Within 30 (Thirty) business days after receipt of such notice, the company shall issue and allot fully paid equity shares to the dematerialized account of 1 (a) CCCPS holder in lieu of 1 (a) CCCPS being so converted.
- iii. The holder of 1 (a) CCCPS shall, with effect from the date on which the Company passes the relevant corporate resolution for the allotment of Equity Shares in the manner set out in the paragraph above, be deemed and treated by the Company for all purposes the holder on record of the relevant number of the Equity Shares issued upon conversion of such 1 (a) CCCPS.
- iv. The Company shall deliver the statement of beneficial ownership for the Equity Shares allotted in the name of the holder of 1 (a) CCCPS subsequent to conversion of 1 (a) CCCPS in the manner set out in this paragraph, within 30 (Thirty) business days after passing the relevant corporate resolutions.





X. **Conflict**

In the event of any conflict between the terms contained in the share certificate and the Agreement, the terms of the Agreement shall prevail.

XI. **Anti-Dilution**

Notwithstanding anything contrary in Clause IV of this Annexure 10, in the event Company issues any Equity Securities ("**Dilutive Instrument**") at a price lower than the Subscription Series B CCCPS Price and/or the 1 (a) Conversion Price, the CCCPS Holder shall be entitled to the same adjustment mechanism as provided to holders of preferred shares in the Imminent Equity Round, to protect its investment in 1 (a) CCCPS. It is hereby clarified that in case the Company is required to issue additional shares pursuant to the aforementioned anti-dilution mechanism, the CCCPS Holder shall subscribe such shares by partly paying to the extent INR 1 (Indian Rupee One only) per share and shall have an option to pay remaining amount at its discretion.

XII. **Other Terms**

XIII. The 1 (a) CCCPS shall not be listed or traded on any stock exchange.





PART A2

TERMS OF 1 (B) CCCPS

The 1 (b) CCCPS shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) (“**Agreement**”).

TERMS AND CONDITIONS OF 1 (a) CCCPS

I. Face Value

Each 1 (b) CCCPS shall be of a face value of INR 15 (Indian Rupees Fifteen only).

II. Partly Paid

1 (b) CCCPS shall be issued to the CCPS Holder at the payment of INR 1 (Indian Rupee One only) per 1 (b) CCCPS. The rights exercised by holder shall be in accordance of law i.e. exercisable to the extent of amount paid up.

III. Calls

- a. The Board shall after receiving written notice from the holders of the 1 (b) CCCPS on the relevant date, make calls upon the holders of the 1 (b) CCCPS in respect of monies unpaid on the 1 (b) CCCPS (whether on account of the nominal value of the shares or premium) and not by the conditions of allotment thereof made payable at fixed times. Further, if the Company wishes to make a call on the outstanding partly paid 1 (b) CCCPS, it shall obtain written consent from the holders of the 1 (b) CCCPS as on that relevant date. Only after receiving such consent, the Company shall make calls on the outstanding partly paid 1 (b) CCCPS.
- b. Holders of the 1 (b) CCCPS shall, subject to receiving at least 14 (fourteen) days’ notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on 1 (b) CCCPS.
- c. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
- d. Any sum which by the terms of issue of a 1 (b) CCCPS becomes payable on allotment or at any fixed date, whether on account of the nominal value of the 1 (b) CCCPS or by way of premium, shall, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- e. Notwithstanding anything to the contrary, holders of the 1 (b) CCCPS shall be required to pay the monies unpaid on the 1 (b) CCCPS upon the earlier of: (a) the expiry of 8th (Eighth) anniversary of the date of allotment of each such 1 (b) CCCPS or (b) immediately prior to the filing of red herring prospectus with the Securities Exchange Board of India for an initial public offering by the Company on a recognized stock exchange in India. It is hereby



clarified that the Company shall notify holder of 1 (b) CCCPS at least 15 (fifteen) days prior to the occurrence of a Liquidity Event.

- f. In case of non-payment of such sum, all the relevant provisions of the Act as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Any person whose shares have been forfeited shall cease to be a shareholder of the Company in respect of the forfeited shares.

IV. Conversion

a. Timeline

1 (b) CCCPS shall be converted into Equity Shares upon happening of the following two events:

- i. at the election of the CCPS Holder; or
- ii. in the event CCPS Holder does not elect to convert the 1 (b) CCCPS held by it, the Company shall convert the 1 (b) CCCPS into Equity Shares upon occurrence of events specified in clause III(e) of this Annexure.

b. Price

Subject to the terms of the Agreement and applicable Law, the conversion price of each 1 (b) CCCPS shall be the price per share as determined in the Imminent Equity Round ("1 (b) **Conversion Price**"), each converting to 1 (one) Equity share.

- a. CCPS Holder shall have the option, exercisable at its sole discretion, to fully pay up the 1 (b) CCCPS at any time up to 8 (eight) years from date of allotment.

V. Voting Rights

- a) Each of the 1 (b) CCCPS shall entitle the holder to such number of votes equal to the number of whole or fractional Equity Shares into which such 1 (b) CCCPS could then be converted. To this effect, if applicable Law does not permit the holder of 1 (b) CCCPS to exercise voting rights on all shareholder matters submitted to the vote of the Shareholders of the (including the holders of Equity Shares), then until the conversion of all the 1 (b) CCCPS into Equity Shares, the Promoters and all other Shareholders shall vote in accordance with the instructions of the holders of the 1 (b) CCCPS at a general meeting or provide proxies without instructions to the holders of 1 (b) CCCPS for the purposes of a general meeting of Shareholders of the Company, in respect of such number of Equity Shares held by each of them such that a relevant percentage (the "**Relevant Percentage**") of the Equity Shares of the Company are voted on in the manner required by the holder of 1 (b) CCCPS.
- b) For the purposes of this Clause V, the Relevant Percentage in relation to the holder of the 1 (b) CCCPS shall be equal to the percentage of Equity Shares in the Company that the holder of 1 (a) CCCPS would hold if such holders were to elect to convert all the 1 (b) CCCPS into Equity Shares based on the then 1 (a) Conversion Price.



- c) The Promoters and the Company hereby acknowledge that the holders of 1 (b) CCCPS have agreed to subscribe to the 1 (b) CCCPS on the basis that such holder of 1 (b) CCCPS will be able to exercise voting rights on the 1 (b) CCCPS as if the same were converted into Equity Shares.

VI. Dividend

The 1 (b) CCCPS are cumulative, participating, compulsorily and fully convertible preference shares having a face value of INR 15 (Indian Rupees Fifteen Only) each. Minimum preferential cumulative dividend rate is the higher of (b) 0.0001% (Zero point Zero Zero Zero One percent) per annum of the face value per annum; or (b) pro-rata dividend on the Equity Shares on an as-if-converted basis; (the "**Investor Preferential Dividend**").

In addition to and after payment of the Investor Preferential Dividend, holders of 1 (b) CCCPS would be entitled to participate *pari passu* in any cash or non-cash dividends paid to the holders of shares of all other classes (including Equity Shares) or series on a *pro rata*, as-if-converted basis.

VII. Rank

Upon conversion of 1 (b) CCCPS, the Equity Shares issued will, in all respects, rank *pari passu* with the Equity Shares in issue on the 1 (b) Conversion Date (*defined below*).

VIII. Liquidation Preference

In the event of a Liquidity Event, the 1 (a) CCCPS shall have liquidation preference as available to the holders of Series D CCCPS and Series D1 CCCPS.

IX. Conversion Mechanism

- a. At its election, a holder of the Subject to each 1 (b) CCCPS being fully paid-up in the manner set out in the Act, each holder of 1 (b) CCCPS who elects to convert the same into Equity Shares shall give a written notice to the Company that such holder are elected to convert the 1 (b) CCCPS and shall state in such notice the number of 1 (b) CCCPS that are required to be converted.
- b. Within 30 (Thirty) business days after receipt of such notice, the company shall issue and allot fully paid equity shares to the dematerialized account of 1 (b) CCCPS holder in lieu of 1 (b) CCCPS being so converted.
- c. The holder of 1 (b) CCCPS shall, with effect from the date on which the Company passes the relevant corporate resolution for the allotment of Equity Shares in the manner set out in the paragraph above, be deemed and treated by the Company for all purposes the holder on record of the relevant number of the Equity Shares issued upon conversion of such 1 (b) CCCPS.





- b. The 1 (b) Conversion Price will be adjusted for any subdivision or combination of the Company's outstanding shares or in the event of a reclassification, share split, bonus issue, share dividend or other distribution payable in securities of the Company.

X. **Conflict**

In the event of any conflict between the terms contained in the share certificate and the Agreement, the terms of the Agreement shall prevail.

XI. **Anti-Dilution**

Notwithstanding anything contrary in Clause IV of this Annexure 10, in the event Company issues any Equity Securities ("**Dilutive Instrument**") at a price lower than the Subscription Series B CCCPS Price and/or the 1 (b) Conversion Price, the CCCPS Holder shall be entitled to the same adjustment mechanism as provided to holders of preferred shares in the Imminent Equity Round, to protect its investment in 1 (b) CCCPS. It is hereby clarified that in case the Company is required to issue additional shares pursuant to the aforementioned anti-dilution mechanism, the CCCPS Holder shall subscribe such shares by partly paying to the extent INR 1 (Indian Rupee One only) per share and shall have an option to pay remaining amount at its discretion.

XII. **Other Terms**

The 1 (b) CCCPS shall not be listed or traded on any stock exchange.



PART – B1

TERMS OF 2 (A) CCCPS

The 2 (a) CCCPS shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) ("**Agreement**").

TERMS AND CONDITIONS OF 2 (a) CCCPS

I. Face Value

Each 2 (a) CCCPS shall be of a face value of INR 15 (Indian Rupees Fifteen only).

II. Partly Paid

2 (a) CCCPS shall be issued to the CCCPS Holder at the payment of INR 1 (Indian Rupee One only) per 2 (a) CCCPS. The rights exercised by holder shall be in accordance of law i.e. exercisable to the extent of amount paid up.

III. Calls

- a. The Board shall after receiving written notice from the holders of the 2 (a) CCCPS on the relevant date, make calls upon the holders of the 2 (a) CCCPS in respect of monies unpaid on the 2 (a) CCCPS (whether on account of the nominal value of the shares or premium) and not by the conditions of allotment thereof made payable at fixed times. Further, if the Company wishes to make a call on the outstanding partly paid 2 (a) CCCPS, it shall obtain written consent from the holders of the 2 (a) CCCPS as on that relevant date. Only after receiving such consent, the Company shall make calls on the outstanding partly paid 2 (a) CCCPS.
- b. Holders of the 2 (a) CCCPS shall, subject to receiving at least 14 (fourteen) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on 2 (a) CCCPS.
- c. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
- d. Any sum which by the terms of issue of a 2 (a) CCCPS becomes payable on allotment or at any fixed date, whether on account of the nominal value of the 2 (a) CCCPS or by way of premium, shall, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- e. Notwithstanding anything to the contrary, holders of the 2 (a) CCCPS shall be required to pay the monies unpaid on the 2 (a) CCCPS upon the earlier of: (a) the expiry of 8th (Eighth) anniversary of the date of allotment of each such 2 (a) CCCPS or (b) immediately prior to the filing of red herring prospectus with the Securities Exchange Board of India for an initial public offering by the Company on a recognized stock exchange in India. It is hereby

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B9 BEVERAGES LIMITED (Formerly known as B9 Beverages Pvt. Ltd.)

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clarified that the Company shall notify holder of 2 (a) CCCPS at least 15 (fifteen) days prior to the occurrence of a Liquidity Event.

- f. In case of non-payment of such sum, all the relevant provisions of the Act as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Any person whose shares have been forfeited shall cease to be a shareholder of the Company in respect of the forfeited shares.

IV. Conversion

a. Timeline

2 (a) CCCPS shall be converted into Equity Shares upon happening of the following two events:

- i. at the election of the CCPS Holder; or
- ii. in the event CCPS Holder does not elect to convert the 2 (a) CCCPS held by it, the Company shall cause the Company to convert the 2 (a) CCCPS into Equity Shares upon occurrence of events specified in clause III(e) of this Annexure.

b. Price

Subject to the terms of the Agreement and applicable Law, the conversion price of each 2 (a) CCCPS shall be the price per share as determined in the Imminent Equity Round ("**2 (a) Conversion Price**"), each converting to 1 (one) Equity share.

- a. CCPS Holder shall have the option, exercisable at its sole discretion, to fully pay up the 2 (a) CCCPS at any time up to 8 (eight) years from date of allotment.

V. Voting Rights

- a) Each of the 2 (a) CCCPS shall entitle the holder to such number of votes equal to the number of whole or fractional Equity Shares into which such 2 (a) CCCPS could then be converted. To this effect, if applicable Law does not permit the holder of 2 (a) CCCPS to exercise voting rights on all shareholder matters submitted to the vote of the Shareholders of the (including the holders of Equity Shares), then until the conversion of all the 2 (a) CCCPS into Equity Shares, the Promoters and all other Shareholders shall vote in accordance with the instructions of the holders of the 2 (a) CCCPS at a general meeting or provide proxies without instructions to the holders of 2 (a) CCCPS for the purposes of a general meeting of Shareholders of the Company, in respect of such number of Equity Shares held by each of them such that a relevant percentage (the "**Relevant Percentage**") of the Equity Shares of the Company are voted on in the manner required by the holder of 2 (a) CCCPS.
- b) For the purposes of this Clause V, the Relevant Percentage in relation to the holder of the 2 (a) CCCPS shall be equal to the percentage of Equity Shares in the Company that the holder of 2 (a) CCCPS would hold if such holders were to elect to convert all the 2 (a) CCCPS into Equity Shares based on the then 2 (a) Conversion Price.






- c) The Promoters and the Company hereby acknowledge that the holders of 2 (a) CCCPS have agreed to subscribe to the 2 (a) CCCPS on the basis that such holder of 2 (a) CCCPS will be able to exercise voting rights on the 2 (a) CCCPS as if the same were converted into Equity Shares.

VI. **Dividend**

The 2 (a) CCCPS are cumulative, participating, compulsorily and fully convertible preference shares having a face value of INR 15 (Indian Rupees Fifteen Only) each. Minimum preferential cumulative dividend rate is the higher of (a) 0.01% (zero-point zero one percent) of the face value per annum; or (b) pro-rata dividend on the Equity Shares on an as-if-converted basis; (the "Investor Preferential Dividend").

In addition to and after payment of the Investor Preferential Dividend, holders of 2 (a) CCCPS would be entitled to participate *pari passu* in any cash or non-cash dividends paid to the holders of shares of all other classes (including Equity Shares) or series on a *pro rata*, as-if-converted basis.

VII. **Rank**

Upon conversion of 2 (a) CCCPS, the Equity Shares issued will, in all respects, rank *pari passu* with the Equity Shares in issue on the 2 (a) Conversion Date (*defined below*).

VIII. **Liquidation Preference**

In the event of a Liquidity Event, the 1 (a) CCCPS shall have liquidation preference as available to the holders of Series D CCCPS and Series D1 CCCPS.

IX. **Conversion Mechanism**

- a. At its election, a holder of the Subject to each 2 (a) CCCPS being fully paid-up in the manner set out in the Act, each holder of 2 (a) CCCPS who elects to convert the same into Equity Shares shall give a written notice to the Company that such holder are elected to convert the 2 (a) CCCPS and shall state in such notice the number of 2 (a) CCCPS that are required to be converted.
- b. Within 30 (Thirty) business days after receipt of such notice, the company shall issue and allot fully paid equity shares to the dematerialized account of 2 (a) CCCPS holder in lieu of 2 (a) CCCPS being so converted.
- c. The holder of 2 (a) CCCPS shall, with effect from the date on which the Company passes the relevant corporate resolution for the allotment of Equity Shares in the manner set out in the paragraph above, be deemed and treated by the Company for all purposes the holder on record of the relevant number of the Equity Shares issued upon conversion of such 2 (a) CCCPS.





- b. The 2 (a) Conversion Price will be adjusted for any subdivision or combination of the Company's outstanding shares or in the event of a reclassification, share split, bonus issue, share dividend or other distribution payable in securities of the Company..

X. **Conflict**

In the event of any conflict between the terms contained in the share certificate and the Agreement, the terms of the Agreement shall prevail.

XI. **Anti-Dilution**

Notwithstanding anything contrary in Clause IV of this Annexure 10, in the event Company issues any Equity Securities ("**Dilutive Instrument**") at a price lower than the Subscription Series B CCCPS Price and/or the 2 (a) Conversion Price, the CCPS Holder shall be entitled to the same adjustment mechanism as provided to holders of preferred shares in the Imminent Equity Round, to protect its investment in 2 (a) CCCPS. It is hereby clarified that in case the Company is required to issue additional shares pursuant to the aforementioned anti-dilution mechanism, the CCPS Holder shall subscribe such shares by partly paying to the extent INR 1 (Indian Rupee One only) per share and shall have an option to pay remaining amount at its discretion.

XII. **Other Terms**

The 2 (a) CCCPS shall not be listed or traded on any stock exchange.





PART – B2

TERMS OF 2 (B) CCCPS

The 2 (b) CCCPS shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) (“Agreement”).

TERMS AND CONDITIONS OF 2 (b) CCCPS

I. Face Value

Each 2 (b) CCCPS shall be of a face value of INR 15 (Indian Rupees Fifteen only).

II. Partly Paid

2 (b) CCCPS shall be issued to the CCCPS Holder at the payment of INR 1 (Indian Rupee One only) per 2 (b) CCCPS. The rights exercised by holder shall be in accordance of law i.e. exercisable to the extent of amount paid up.

III. Calls

- a. The Board shall after receiving written notice from the holders of the 2 (b) CCCPS on the relevant date, make calls upon the holders of the 2 (b) CCCPS in respect of monies unpaid on the 2 (b) CCCPS (whether on account of the nominal value of the shares or premium) and not by the conditions of allotment thereof made payable at fixed times. Further, if the Company wishes to make a call on the outstanding partly paid 2 (b) CCCPS, it shall obtain written consent from the holders of the 2 (b) CCCPS as on that relevant date. Only after receiving such consent, the Company shall make calls on the outstanding partly paid 2 (b) CCCPS.
- b. Holders of the 2 (b) CCCPS shall, subject to receiving at least 14 (fourteen) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on 2 (b) CCCPS.
- c. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
- d. Any sum which by the terms of issue of a 2 (b) CCCPS becomes payable on allotment or at any fixed date, whether on account of the nominal value of the 2 (b) CCCPS or by way of premium, shall, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- e. Notwithstanding anything to the contrary, holders of the 2 (b) CCCPS shall be required to pay the monies unpaid on the 2 (b) CCCPS upon the earlier of: (a) the expiry of 8th (Eighth) anniversary of the date of allotment of each such 2 (b) CCCPS or (b) immediately prior to the filing of red herring prospectus with the Securities Exchange Board of India for an initial public offering by the Company on a recognized stock exchange in India. It is hereby



clarified that the Company shall notify holder of 2 (b) CCCPS at least 15 (fifteen) days prior to the occurrence of a Liquidity Event.

- f. In case of non-payment of such sum, all the relevant provisions of the Act as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Any person whose shares have been forfeited shall cease to be a shareholder of the Company in respect of the forfeited shares.

IV. Conversion

a. Timeline

2 (b) CCCPS shall be converted into Equity Shares upon happening of the following two events:

- i. at the election of the CCCPS Holder; or
- ii. in the event CCCPS Holder does not elect to convert the 2 (b) CCCPS held by it, the Company shall cause the Company to convert the 2 (b) CCCPS into Equity Shares upon occurrence of events specified in clause III(e) of this Annexure.

b. Price

Subject to the terms of the Agreement and applicable Law, the conversion price of each 2 (b) CCCPS shall be the price per share as determined in the Imminent Equity Round ("**2 (a) Conversion Price**"), each converting to 1 (one) Equity share.

- a. CCCPS Holder shall have the option, exercisable at its sole discretion, to fully pay up the 2 (b) CCCPS at any time up to 8 (eight) years from date of allotment.

V. Voting Rights

- a) Each of the 2 (b) CCCPS shall entitle the holder to such number of votes equal to the number of whole or fractional Equity Shares into which such 2 (b) CCCPS could then be converted. To this effect, if applicable Law does not permit the holder of 2 (b) CCCPS to exercise voting rights on all shareholder matters submitted to the vote of the Shareholders of the (including the holders of Equity Shares), then until the conversion of all the 2 (b) CCCPS into Equity Shares, the Promoters and all other Shareholders shall vote in accordance with the instructions of the holders of the 2 (b) CCCPS at a general meeting or provide proxies without instructions to the holders of 2 (b) CCCPS for the purposes of a general meeting of Shareholders of the Company, in respect of such number of Equity Shares held by each of them such that a relevant percentage (the "**Relevant Percentage**") of the Equity Shares of the Company are voted on in the manner required by the holder of 2 (b) CCCPS.
- b) For the purposes of this Clause V, the Relevant Percentage in relation to the holder of the 2 (b) CCCPS shall be equal to the percentage of Equity Shares in the Company that the holder of 2 (b) CCCPS would hold if such holders were to elect to convert all the 2 (b) CCCPS into Equity Shares based on the then 2 (b) Conversion Price.

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- c) The Promoters and the Company hereby acknowledge that the holders of 2 (b) CCCPS have agreed to subscribe to the 2 (b) CCCPS on the basis that such holder of 2 (b) CCCPS will be able to exercise voting rights on the 2 (b) CCCPS as if the same were converted into Equity Shares.

VI. Dividend

The 2 (b) CCCPS are cumulative, participating, compulsorily and fully convertible preference shares having a face value of INR 15 (Indian Rupees Fifteen Only) each. Minimum preferential cumulative dividend rate is the higher of (a) 0.01% (zero-point zero one percent) of the face value per annum; or (b) pro-rata dividend on the Equity Shares on an as-if-converted basis; (the "Investor Preferential Dividend").

In addition to and after payment of the Investor Preferential Dividend, holders of 2 (b) CCCPS would be entitled to participate *pari passu* in any cash or non-cash dividends paid to the holders of shares of all other classes (including Equity Shares) or series on a *pro rata*, as-if-converted basis.

VII. Rank

Upon conversion of 2 (b) CCCPS, the Equity Shares issued will, in all respects, rank *pari passu* with the Equity Shares in issue on the 2 (b) Conversion Date (*defined below*).

VIII. Liquidation Preference

In the event of a Liquidity Event, the 1 (a) CCCPS shall have liquidation preference as available to the holders of Series D CCCPS and Series D1 CCCPS

IX. Conversion Mechanism

- a. At its election, a holder of the Subject to each 2 (b) CCCPS being fully paid-up in the manner set out in the Act, each holder of 2 (b) CCCPS who elects to convert the same into Equity Shares shall give a written notice to the Company that such holder are elected to convert the 2 (b) CCCPS and shall state in such notice the number of 2 (b) CCCPS that are required to be converted.
- b. Within 30 (Thirty) business days after receipt of such notice, the company shall issue and allot fully paid equity shares to the dematerialized account of 2 (b) CCCPS holder in lieu of 2 (b) CCCPS being so converted.
- c. The holder of 2 (b) CCCPS shall, with effect from the date on which the Company passes the relevant corporate resolution for the allotment of Equity Shares in the manner set out in the paragraph above, be deemed and treated by the Company for all purposes the holder on record of the relevant number of the Equity Shares issued upon conversion of such 2 (b) CCCPS.





- b. The 2 (b) Conversion Price will be adjusted for any subdivision or combination of the Company's outstanding shares or in the event of a reclassification, share split, bonus issue, share dividend or other distribution payable in securities of the Company.

X. **Conflict**

In the event of any conflict between the terms contained in the share certificate and the Agreement, the terms of the Agreement shall prevail.

XI. **Anti-Dilution**

Notwithstanding anything contrary in Clause IV of this Annexure 10, in the event Company issues any Equity Securities ("**Dilutive Instrument**") at a price lower than the Subscription Series B CCCPS Price and/or the 2 (b) Conversion Price, the CCCPS Holder shall be entitled to the same adjustment mechanism as provided to holders of preferred shares in the Imminent Equity Round, to protect its investment in 2 (b) CCCPS. It is hereby clarified that in case the Company is required to issue additional shares pursuant to the aforementioned anti-dilution mechanism, the CCCPS Holder shall subscribe such shares by partly paying to the extent INR 1 (Indian Rupee One only) per share and shall have an option to pay remaining amount at its discretion.

XII. **Other Terms**

The 2 (b) CCCPS shall not be listed or traded on any stock exchange.





PART – C1

TERMS OF 3 (A) CCCPS

The 3 (a) CCCPS shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) ("**Agreement**").

TERMS AND CONDITIONS OF 3 (a) CCCPS

I. Face Value

Each 3 (a) CCCPS shall be of a face value of INR 15 (Indian Rupees Fifteen only).

II. Partly Paid

3 (a) CCCPS shall be issued to the CCCPS Holder at the payment of INR 1 (Indian Rupee One only) per 3 (a) CCCPS. The rights exercised by holder shall be in accordance of law i.e. exercisable to the extent of amount paid up.

III. Calls

- a. The Board shall after receiving written notice from the holders of the 3 (a) CCCPS on the relevant date, make calls upon the holders of the 3 (a) CCCPS in respect of monies unpaid on the 3 (a) CCCPS (whether on account of the nominal value of the shares or premium) and not by the conditions of allotment thereof made payable at fixed times. Further, if the Company wishes to make a call on the outstanding partly paid 3 (a) CCCPS, it shall obtain written consent from the holders of the 3 (a) CCCPS as on that relevant date. Only after receiving such consent, the Company shall make calls on the outstanding partly paid 3 (a) CCCPS.
- b. Holders of the 3 (a) CCCPS shall, subject to receiving at least 14 (fourteen) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on 3 (a) CCCPS.
- c. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
- d. Any sum which by the terms of issue of a 3 (a) CCCPS becomes payable on allotment or at any fixed date, whether on account of the nominal value of the 3 (a) CCCPS or by way of premium, shall, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- e. Notwithstanding anything to the contrary, holders of the 3 (a) CCCPS shall be required to pay the monies unpaid on the 3 (a) CCCPS upon the earlier of: (a) the expiry of 8th (Eighth) anniversary of the date of allotment of each such 3 (a) CCCPS or (b) immediately prior to the filling of red herring prospectus with the Securities Exchange Board of India for an initial public offering by the Company on a recognized stock exchange in India. It is hereby





- clarified that the Company shall notify holder of 3 (a) CCCPS at least 15 (fifteen) days prior to the occurrence of a Liquidity Event.
- f. In case of non-payment of such sum, all the relevant provisions of the Act as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Any person whose shares have been forfeited shall cease to be a shareholder of the Company in respect of the forfeited shares.

IV. Conversion

a. Timeline

3 (a) CCCPS shall be converted into Equity Shares upon happening of the following two events:

- i. at the election of the CCCPS Holder; or
- ii. in the event CCCPS Holder does not elect to convert the 3 (a) CCCPS held by it, the Company shall cause the Company to convert the 3 (a) CCCPS into Equity Shares upon occurrence of events specified in clause III(e) of this Annexure.

b. Price

Subject to the terms of the Agreement and applicable Law, the conversion price of each 3 (a) CCCPS shall be the price per share as determined in the Imminent Equity Round ("**3 (a) Conversion Price**"), each converting to 1 (one) Equity share.

- a. CCCPS Holder shall have the option, exercisable at its sole discretion, to fully pay up the 3 (a) CCCPS at any time up to 8 (eight) years from date of allotment.

V. Voting Rights

- a) Each of the 3 (a) CCCPS shall entitle the holder to such number of votes equal to the number of whole or fractional Equity Shares into which such 3 (a) CCCPS could then be converted. To this effect, if applicable Law does not permit the holder of 3 (a) CCCPS to exercise voting rights on all shareholder matters submitted to the vote of the Shareholders of the (including the holders of Equity Shares), then until the conversion of all the 3 (a) CCCPS into Equity Shares, the Promoters and all other Shareholders shall vote in accordance with the instructions of the holders of the 3 (a) CCCPS at a general meeting or provide proxies without instructions to the holders of 3 (a) CCCPS for the purposes of a general meeting of Shareholders of the Company, in respect of such number of Equity Shares held by each of them such that a relevant percentage (the "**Relevant Percentage**") of the Equity Shares of the Company are voted on in the manner required by the holder of 3 (a) CCCPS.
- b) For the purposes of this Clause V, the Relevant Percentage in relation to the holder of the 3 (a) CCCPS shall be equal to the percentage of Equity Shares in the Company that the holder of 3 (a) CCCPS would hold if such holders were to elect to convert all the 3 (a) CCCPS into Equity Shares based on the then 3 (a) Conversion Price.





- c) The Promoters and the Company hereby acknowledge that the holders of 3 (a) CCCPS have agreed to subscribe to the 3 (a) CCCPS on the basis that such holder of 3 (a) CCCPS will be able to exercise voting rights on the 3 (a) CCCPS as if the same were converted into Equity Shares.

VI. Dividend

The 3 (a) CCCPS are cumulative, participating, compulsorily and fully convertible preference shares having a face value of INR 15 (Indian Rupees Fifteen Only) each. Minimum preferential cumulative dividend rate is the higher of (a) 0.01% (zero-point zero one percent) of the face value per annum; or (b) pro-rata dividend on the Equity Shares on an as-if-converted basis; (the "Investor Preferential Dividend").

In addition to and after payment of the Investor Preferential Dividend, holders of 3 (a) CCCPS would be entitled to participate *pari passu* in any cash or non-cash dividends paid to the holders of shares of all other classes (including Equity Shares) or series on a *pro rata*, as-if-converted basis.

VII. Rank

Upon conversion of 3 (a) CCCPS, the Equity Shares issued will, in all respects, rank *pari passu* with the Equity Shares in issue on the 3 (a) Conversion Date (*defined below*).

VIII. Liquidation Preference

In the event of a Liquidity Event, the 1 (a) CCCPS shall have liquidation preference as available to the holders of Series D CCCPS and Series D1 CCCPS.

IX. Conversion Mechanism

- a. At its election, a holder of the Subject to each 3 (a) CCCPS being fully paid-up in the manner set out in the Act, each holder of 3 (a) CCCPS who elects to convert the same into Equity Shares shall give a written notice to the Company that such holder are elected to convert the 3 (a) CCCPS and shall state in such notice the number of 3 (a) CCCPS that are required to be converted.
- b. Within 30 (Thirty) business days after receipt of such notice, the company shall issue and allot fully paid equity shares to the dematerialized account of 3 (a) CCCPS holder in lieu of 3 (a) CCCPS being so converted.
- c. The holder of 3 (a) CCCPS shall, with effect from the date on which the Company passes the relevant corporate resolution for the allotment of Equity Shares in the manner set out in the paragraph above, be deemed and treated by the Company for all purposes the holder on record of the relevant number of the Equity Shares issued upon conversion of such 3 (a) CCCPS.





- b. The 3 (a) Conversion Price will be adjusted for any subdivision or combination of the Company's outstanding shares or in the event of a reclassification, share split, bonus issue, share dividend or other distribution payable in securities of the Company

X. **Conflict**

In the event of any conflict between the terms contained in the share certificate and the Agreement, the terms of the Agreement shall prevail.

XI. **Anti-Dilution**

Notwithstanding anything contrary in Clause IV of this Annexure 10, in the event Company issues any Equity Securities ("**Dilutive Instrument**") at a price lower than the Subscription Series B CCCPS Price and/or the 3 (a) Conversion Price, the CCCPS Holder shall be entitled to the same adjustment mechanism as provided to holders of preferred shares in the Imminent Equity Round, to protect its investment in 3 (a) CCCPS. It is hereby clarified that in case the Company is required to issue additional shares pursuant to the aforementioned anti-dilution mechanism, the CCCPS Holder shall subscribe such shares by partly paying to the extent INR 1 (Indian Rupee One only) per share and shall have an option to pay remaining amount at its discretion.

XII. **Other Terms**

The 3 (a) CCCPS shall not be listed or traded on any stock exchange.





PART – C2

TERMS OF 3 (B) CCCPS

The 3 (b) CCCPS shall carry the following terms. Capitalized terms used but not defined herein, shall have the meaning set forth in the securities subscription agreement by and between the Company and Alteria Capital Fund II – Scheme I (acting through its trustee Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee Orbis Trusteeship Services Private Limited) ("**Agreement**").

TERMS AND CONDITIONS OF 3 (a) CCCPS

I. Face Value

Each 3 (b) CCCPS shall be of a face value of INR 15 (Indian Rupees Fifteen only).

II. Partly Paid

3 (b) CCCPS shall be issued to the CCCPS Holder at the payment of INR 1 (Indian Rupee One only) per 3 (b) CCCPS. The rights exercised by holder shall be in accordance of law i.e. exercisable to the extent of amount paid up.

III. Calls

- a. The Board shall after receiving written notice from the holders of the 3 (b) CCCPS on the relevant date, make calls upon the holders of the 3 (b) CCCPS in respect of monies unpaid on the 3 (b) CCCPS (whether on account of the nominal value of the shares or premium) and not by the conditions of allotment thereof made payable at fixed times. Further, if the Company wishes to make a call on the outstanding partly paid 3 (b) CCCPS, it shall obtain written consent from the holders of the 3 (b) CCCPS as on that relevant date. Only after receiving such consent, the Company shall make calls on the outstanding partly paid 3 (b) CCCPS.
- b. Holders of the 3 (b) CCCPS shall, subject to receiving at least 14 (fourteen) days' notice specifying the time or times and place of payment, pay to the Company, at the time or times and place so specified, the amount called on 3 (b) CCCPS.
- c. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
- d. Any sum which by the terms of issue of a 3 (b) CCCPS becomes payable on allotment or at any fixed date, whether on account of the nominal value of the 3 (b) CCCPS or by way of premium, shall, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.
- e. Notwithstanding anything to the contrary, holders of the 3 (b) CCCPS shall be required to pay the monies unpaid on the 3 (b) CCCPS upon the earlier of: (a) the expiry of 8th (Eighth) anniversary of the date of allotment of each such 3 (b) CCCPS or (b) immediately prior to the filing of red herring prospectus with the Securities Exchange Board of India for an initial public offering by the Company on a recognized stock exchange in India. It is hereby

A. K. Verma
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New Delhi
B9 Beverages Limited



- clarified that the Company shall notify holder of 3 (b) CCCPS at least 15 (fifteen) days prior to the occurrence of a Liquidity Event.
- f. In case of non-payment of such sum, all the relevant provisions of the Act as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Any person whose shares have been forfeited shall cease to be a shareholder of the Company in respect of the forfeited shares.

IV. Conversion

a. Timeline

3 (b) CCCPS shall be converted into Equity Shares upon happening of the following two events:

- i. at the election of the CCCPS Holder; or
- ii. in the event CCCPS Holder does not elect to convert the 3 (b) CCCPS held by it, the Company shall cause the Company to convert the 3 (b) CCCPS into Equity Shares upon occurrence of events specified in clause III(e) of this Annexure.

b. Price

Subject to the terms of the Agreement and applicable Law, the conversion price of each 3 (b) CCCPS shall be the price per share as determined in the Imminent Equity Round ("**3 (b) Conversion Price**"), each converting to 1 (one) Equity share.

- a. CCCPS Holder shall have the option, exercisable at its sole discretion, to fully pay up the 3 (b) CCCPS at any time up to 8 (eight) years from date of allotment.

V. Voting Rights

- a) Each of the 3 (b) CCCPS shall entitle the holder to such number of votes equal to the number of whole or fractional Equity Shares into which such 3 (b) CCCPS could then be converted. To this effect, if applicable Law does not permit the holder of 3 (b) CCCPS to exercise voting rights on all shareholder matters submitted to the vote of the Shareholders of the (including the holders of Equity Shares), then until the conversion of all the 3 (b) CCCPS into Equity Shares, the Promoters and all other Shareholders shall vote in accordance with the instructions of the holders of the 3 (b) CCCPS at a general meeting or provide proxies without instructions to the holders of 3 (b) CCCPS for the purposes of a general meeting of Shareholders of the Company, in respect of such number of Equity Shares held by each of them such that a relevant percentage (the "**Relevant Percentage**") of the Equity Shares of the Company are voted on in the manner required by the holder of 3 (b) CCCPS.
- b) For the purposes of this Clause V, the Relevant Percentage in relation to the holder of the 3 (b) CCCPS shall be equal to the percentage of Equity Shares in the Company that the holder of 3 (a) CCCPS would hold if such holders were to elect to convert all the 3 (b) CCCPS into Equity Shares based on the then 3 (b) Conversion Price.


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New Delhi



- c) The Promoters and the Company hereby acknowledge that the holders of 3 (b) CCCPS have agreed to subscribe to the 3 (b) CCCPS on the basis that such holder of 3 (b) CCCPS will be able to exercise voting rights on the 3 (b) CCCPS as if the same were converted into Equity Shares.

VI. **Dividend**

The 3 (b) CCCPS are cumulative, participating, compulsorily and fully convertible preference shares having a face value of INR 15 (Indian Rupees Fifteen Only) each. Minimum preferential cumulative dividend rate is the higher of (a) 0.01% (zero-point zero one percent) of the face value per annum; or (b) pro-rata dividend on the Equity Shares on an as-if-converted basis; (the "Investor Preferential Dividend").

In addition to and after payment of the Investor Preferential Dividend, holders of 3 (b) CCCPS would be entitled to participate *pari passu* in any cash or non-cash dividends paid to the holders of shares of all other classes (including Equity Shares) or series on a *pro rata*, as-if-converted basis.

VII. **Rank**

Upon conversion of 3 (b) CCCPS, the Equity Shares issued will, in all respects, rank *pari passu* with the Equity Shares in issue on the 3 (b) Conversion Date (*defined below*).

VIII. **Liquidation Preference**

In the event of a Liquidity Event, the 1 (a) CCCPS shall have liquidation preference as available to the holders of Series D CCCPS and Series D1 CCCPS.

IX. **Conversion Mechanism**

- a. At its election, a holder of the Subject to each 3 (b) CCCPS being fully paid-up in the manner set out in the Act, each holder of 3 (b) CCCPS who elects to convert the same into Equity Shares shall give a written notice to the Company that such holder are elected to convert the 3 (b) CCCPS and shall state in such notice the number of 3 (b) CCCPS that are required to be converted.
- b. Within 30 (Thirty) business days after receipt of such notice, the company shall issue and allot fully paid equity shares to the dematerialized account of 3 (b) CCCPS holder in lieu of 3 (b) CCCPS being so converted.
- c. The holder of 3 (b) CCCPS shall, with effect from the date on which the Company passes the relevant corporate resolution for the allotment of Equity Shares in the manner set out in the paragraph above, be deemed and treated by the Company for all purposes the holder on record of the relevant number of the Equity Shares issued upon conversion of such 3 (b) CCCPS.





- b. The 3 (b) Conversion Price will be adjusted for any subdivision or combination of the Company's outstanding shares or in the event of a reclassification, share split, bonus issue, share dividend or other distribution payable in securities of the Company.

X. **Conflict**

In the event of any conflict between the terms contained in the share certificate and the Agreement, the terms of the Agreement shall prevail.

XI. **Anti-Dilution**

Notwithstanding anything contrary in Clause IV of this Annexure 10, in the event Company issues any Equity Securities ("**Dilutive Instrument**") at a price lower than the Subscription Series B CCCPS Price and/or the 3 (b) Conversion Price, the CCCPS Holder shall be entitled to the same adjustment mechanism as provided to holders of preferred shares in the Imminent Equity Round, to protect its investment in 3 (b) CCCPS. It is hereby clarified that in case the Company is required to issue additional shares pursuant to the aforementioned anti-dilution mechanism, the CCCPS Holder shall subscribe such shares by partly paying to the extent INR 1 (Indian Rupee One only) per share and shall have an option to pay remaining amount at its discretion.

XII. **Other Terms**

The 3 (b) CCCPS shall not be listed or traded on any stock exchange.





NOTES

1. In view of the COVID-19 pandemic, the Ministry of Corporate Affairs, Government of India ("MCA") issued General Circular Nos. 14/2020, 17/2020, 20/2020, 02/2021, 19/2021, 21/2021, 02/2022, 10/2022 and 09/2023 dated 8th April 2020, 13th April 2020, 5th May 2020, 13th January 2021, 8th December 2021, 14th December 2021, 5th May, 2022, 28th December, 2022 and 25th September, 2023 respectively, ("MCA Circulars") allowing, inter-alia, conduct of EGMs through Video Conferencing/Other Audio-Visual Means ("VC / OAVM") facility on or before 30th September, 2024, in accordance with the requirements provided in paragraphs 3 and 4 of the MCA General Circular No. 20/2020 dated 5th May, 2020. In compliance with these Circulars and provisions of the Companies Act, 2013, the EGM of the Company is being conducted through VC / OAVM facility, which does not require physical presence of Members at a common venue. The deemed venue for the EGM shall be the Registered Office of the Company.
2. Pursuant to the provisions of Section 108 of the Companies Act, 2013 read with Rule 20 of the Companies (Management and Administration) Rules, 2014 (as amended) and MCA Circulars dated April 08, 2020, April 13, 2020 and May 05, 2020 the Company is providing facility of remote e-voting to its Members in respect of the business to be transacted at the EGM. For this purpose, the Company has entered into an agreement with Central Depository Services (India) Limited ("CDSL") for facilitating voting through electronic means, as the authorized e-Voting's agency. The facility of casting votes by a member using remote e-voting as well as the e-voting system on the date of the EGM will be provided by CDSL.
3. The Members can join the EGM in the VC/OAVM mode 15 minutes before and after the scheduled time of the commencement of the Meeting by following the procedure mentioned in the Notice. The facility of participation at the EGM through VC/OAVM will be made available to at least 1000 members on a first come first served basis. This will not include large Shareholders (Shareholders holding 2% or more shareholding), Promoters, Directors, Key Managerial Personnel, the Chairpersons of the Audit Committee, Nomination and Remuneration Committee and Stakeholders Relationship Committee, Auditors etc. who are allowed to attend the EGM without restriction on account of first come first served basis.
4. The attendance of the Members attending the EGM through VC/OAVM will be counted for the purpose of ascertaining the quorum under Section 103 of the Companies Act, 2013.
5. The notice of EGM is being sent to those members whose name will appear in the register of members as on June 04, 2024.
6. Pursuant to MCA Circular No. 14/2020 dated April 08, 2020, the facility to appoint proxy to attend and cast vote for the members is not available for this EGM. However, in pursuance of Section 112 and Section 113 of the Companies Act, 2013, representatives of the members such as the President of India or the Governor of a State or body corporate can attend the AGM/EGM through VC/OAVM and cast their votes through e-voting.
7. In line with the Ministry of Corporate Affairs (MCA) Circular No. 17/2020 dated April 13, 2020, the Notice calling the EGM has been uploaded on the website of the Company at www.bira91.com. The EGM Notice is also disseminated on the website of CDSL (agency for providing the Remote e-Voting facility and e-voting system during the AGM) i.e., www.evotingindia.com.





8. Members who have not registered their e-mail address so far are requested to register their e-mail address with the Company/DPs/RTA for receiving all communication including Annual Report, Notices, and Circular etc. from the Company electronically.
9. In the case of Joint holders, the Members whose name appears as the first holder in the order or names as per the Register of Members of the Company will be entitled to vote at the AGM.
10. Explanatory Statement pursuant to the provisions of Section 102(1) of the Act, relating to the Special Business to be transacted at the Meeting is annexed herewith.
11. The Register of Directors and Key Managerial Personnel and their shareholder maintained under Section 170 of the Act, and the Register of Contracts or Arrangements in which the directors are interested, maintained under Section 189 of the Act, will be available electronically for inspection by the Members during the AGM. All documents referred to in the Notice will also be available for electronic inspection by the Members from the date of circulation of this Notice up to the date of AGM. Members seeking to inspect such documents can send an email to secretarial@bira91.com.
12. Notice and agenda of the EGM are being sent electronically to the Members whose email i.ds are registered with the Company unless any Member has requested for a physical copy of the same.
13. Members attending the EGM through VC / OAVM shall be counted for the purpose of reckoning the quorum under Section 103 of the Act.
14. Since the EGM will be held through VC / OAVM, the Route Map is not annexed in this Notice.

THE INTRUCTIONS OF SHAREHOLDERS FOR E-VOTING AND JOINING VIRTUAL MEETINGS ARE AS UNDER:

Step 1 : Access through Depositories CDSL/NSDL e-Voting system in case of individual shareholders holding shares in demat mode.

Step 2 : Access through CDSL e-Voting system in case of shareholders holding shares in physical mode and non-individual shareholders in demat mode.

(i) The voting period begins on Monday June 24, 2024, at 09:00 A.M. and ends on Wednesday June 26, 2024, at 05:00 P.M. During this period shareholders of the Company, holding shares either in physical form or in dematerialized form, as on the cut-off date i.e., Friday, June 21, 2024 and may cast their vote electronically. The e-voting module shall be disabled by CDSL for voting thereafter.

(ii) Shareholders who have already voted prior to the meeting date would not be entitled to vote at the meeting venue.

Step 1 : Access through Depositories CDSL/NSDL e-Voting system in case of individual shareholders holding shares in demat mode.

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B9 BEVERAGES LIMITED (Formerly known as B9 Beverages Pvt. Ltd.)

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(iii) Login method for Individual shareholders holding securities in demat mode is given below:

Type of shareholders	Login Method
Individual Shareholders holding securities in Demat mode with CDSL Depository	<ol style="list-style-type: none"> 1) Users who have opted for CDSL Easi / Easiest facility, can login through their existing user id and password. The option will be made available to reach e-Voting page without any further authentication. The users to login to Easi / Easiest are requested to visit CDSL website www.cdslindia.com and click on login icon & New System Myeasi Tab. 2) After successful login the Easi / Easiest user will be able to see the e-Voting option for eligible Companies where the e-voting is in progress as per the information provided by Company. On clicking the e-voting option, the user will be able to see e-Voting page of the e-Voting service provider for casting. 3) Your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting. Additionally, there is also links provided to access the system of all e-Voting Service Providers, so that the user can visit the e-Voting service providers' website directly. 4) If the user is not registered for Easi/Easiest, option to register is available at CDSL website www.cdslindia.com and click on login & New System Myeasi Tab and then click on registration option. 5) Alternatively, the user can directly access e-Voting page by providing Demat Account Number and PAN No. from a e-Voting link available on www.cdslindia.com home page. The system will authenticate the user by sending OTP on registered Mobile & Email as recorded in the Demat Account. After successful authentication, user will be able to see the e-Voting option where the e-voting is in progress and also able to directly access the system of all e-Voting Service Providers.
Individual Shareholders holding securities in demat mode with NSDL Depository	<ol style="list-style-type: none"> (i) If you are already registered for NSDL IDeAS facility, please visit the e-Services website of NSDL. Open web browser by typing the following URL: https://eservices.nsdl.com either on a Personal Computer or on a mobile. Once the home page of e-Services is launched, click on the "Beneficial Owner" icon under "Login" which is available under 'IDeAS' section. A new screen will open. You will have to enter your User ID and Password. After successful authentication, you will be able to see e-Voting services. Click on "Access to e-Voting" under e-Voting services and you will be able to see e-Voting page. Click on company name or e-Voting service

Adwate

B9 BEVERAGES LIMITED (Formerly known as B9 Beverages Pvt. Ltd.)

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	<p>provider name and you will be re-directed to e-Voting service provider website for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.</p> <p>(ii) If the user is not registered for IDeAS e-Services, option to register is available at https://eservices.nSDL.com. Select "Register Online for IDeAS "Portal or click at https://eservices.nSDL.com/SecureWeb/IdeasDirectReg.jsp.</p> <p>(iii) Visit the e-Voting website of NSDL. Open web browser by typing the following URL: https://www.evoting.nSDL.com/ either on a Personal Computer or on a mobile. Once the home page of e-Voting system is launched, click on the icon "Login" which is available under 'Shareholder/Member' section. A new screen will open. You will have to enter your User ID (i.e., your sixteen-digit demat account number hold with NSDL), Password/OTP and a Verification Code as shown on the screen. After successful authentication, you will be redirected to NSDL Depository site wherein you can see e-Voting page. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.</p>
<p>Individual Shareholders (holding securities in demat mode) login through their Depository Participants (DP)</p>	<p>You can also login using the login credentials of your demat account through your Depository Participant registered with NSDL / CDSL for e-Voting facility. After Successful login, you will be able to see e-Voting option. Once you click on e-Voting option, you will be redirected to NSDL/CDSL Depository site after successful authentication, wherein you can see e-Voting feature. Click on company name or e-Voting service provider name and you will be redirected to e-Voting service provider website for casting your vote during the remote e-Voting period or joining virtual meeting & voting during the meeting.</p>

Important note: Members who are unable to retrieve User ID / Password are advised to use Forget User ID and Forget Password option available at abovementioned website.

Helpdesk for Individual Shareholders holding securities in demat mode for any technical issues related to login through Depository i.e., CDSL and NSDL

Login type	Helpdesk details
<p>Individual Shareholders holding securities in Demat mode with CDSL</p>	<p>Members facing any technical issue in login can contact CDSL helpdesk by sending a request at helpdesk.evoting@cdslindia.com, or contact at toll free no. 1800 22 55 33.</p>





Individual Shareholders holding securities in Demat mode with NSDL

Members facing any technical issue in login can contact NSDL helpdesk by sending a request at evoting@nsdl.co.in or call at toll free no.: 022-4886 7000 and 022-2499 7000.

Step 2: Access through CDSL e-Voting system in case of shareholders holding shares in physical mode and non-individual shareholders in demat mode.

(iv) Login method for e-Voting and joining virtual meetings for **Physical shareholders and shareholders other than individual holding in Demat form.**

- 1) The shareholders should log on to the e-voting website www.evotingindia.com.
- 2) Click on "Shareholders" module.
- 3) Now enter your User ID
 - a. For CDSL: 16 digits beneficiary ID,
 - b. For NSDL: 8 Character DP ID followed by 8 Digits Client ID,
 - c. Shareholders holding shares in Physical Form should enter Folio Number registered with the Company.
- 4) Next enter the Image Verification as displayed and Click on Login.
- 5) If you are holding shares in demat form and had logged on to www.evotingindia.com and voted on an earlier e-voting of any company, then your existing password is to be used.
- 6) If you are a first-time user follow the steps given below:

	For Physical shareholders and other than individual shareholders holding shares in Demat.
PAN	Enter your 10-digit alpha-numeric *PAN issued by Income Tax Department (Applicable for both demat shareholders as well as physical shareholders) <ul style="list-style-type: none"> • Shareholders who have not updated their PAN with the Company/Depository Participant are requested to use the sequence number sent by Company/RTA or contact Company/RTA.
Dividend Bank Details OR Date of Birth (DOB)	Enter the Dividend Bank Details or Date of Birth (in dd/mm/yyyy format) as recorded in your demat account or in the company records in order to login. <ul style="list-style-type: none"> • If both the details are not recorded with the depository or company, please enter the member id / folio number in the Dividend Bank details field.

- (v) After entering these details appropriately, click on "**SUBMIT**" tab.
- (vi) Shareholders holding shares in physical form will then directly reach the Company selection screen. However, shareholders holding shares in demat form will now reach 'Password Creation' menu wherein they are required to mandatorily enter their login password in the new password field. Kindly note that this password is to be also used by the demat holders for voting for resolutions of any other company on which they are eligible to vote, provided that company



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opts for e-voting through CDSL platform. It is strongly recommended not to share your password with any other person and take utmost care to keep your password confidential.

- (vii) For shareholders holding shares in physical form, the details can be used only for e-voting on the resolutions contained in this Notice.
- (viii) Click on the EVSN for the B9 Beverages Limited on which you choose to vote.
- (ix) On the voting page, you will see **"RESOLUTION DESCRIPTION"** and against the same the option **"YES/NO"** for voting. Select the option YES or NO as desired. The option YES implies that you assent to the Resolution and option NO implies that you dissent to the Resolution.
- (x) Click on the **"RESOLUTIONS FILE LINK"** if you wish to view the entire Resolution details.
- (xi) After selecting the resolution, you have decided to vote on, click on **"SUBMIT"**. A confirmation box will be displayed. If you wish to confirm your vote, click on "OK", else to change your vote, click on "CANCEL" and accordingly modify your vote.
- (xii) Once you "CONFIRM" your vote on the resolution, you will not be allowed to modify your vote.
- (xiii) You can also take a print of the votes cast by clicking on "Click here to print" option on the Voting page.
- (xiv) If a demat account holder has forgotten the login password, then Enter the User ID and the image verification code and click on Forgot Password & enter the details as prompted by the system.
- (xv) There is also an optional provision to upload BR/POA if any uploaded, which will be made available to scrutinizer for verification.
- (xvi) **Additional Facility for Non – Individual Shareholders and Custodians for Remote Voting only.**
 - Non-Individual shareholders (i.e., other than Individuals, HUF, NRI etc.) and Custodians are required to log on to www.evotingindia.com and register themselves in the "Corporates" module.
 - A scanned copy of the Registration Form bearing the stamp and sign of the entity should be emailed to helpdesk.evoting@cdslindia.com.
 - After receiving the login details a Compliance User should be created using the admin login and password. The Compliance User would be able to link the account(s) for which they wish to vote on.
 - The list of accounts linked in the login will be mapped automatically & can be delink in case of any wrong mapping.
 - It is Mandatory that a scanned copy of the Board Resolution and Power of Attorney (POA) which they have issued in favor of the Custodian, if any, should be uploaded in PDF format in the system for the scrutinizer to verify the same.





- Alternatively Non Individual shareholders are required mandatory to send the relevant Board Resolution/ Authority letter etc. together with attested specimen signature of the duly authorized signatory who are authorized to vote, to the Scrutinizer on their e mail id: cs.aditiagarwal@gmail.com and to the Company at the email address viz; secretarial@bira91.com, if they have voted from individual tab & not uploaded same in the CDSL e-voting system for the scrutinizer to verify the same.

INSTRUCTIONS FOR SHAREHOLDERS ATTENDING THE AGM/EGM THROUGH VC/OAVM & E-VOTING DURING MEETING ARE AS UNDER:

1. The procedure for attending meeting & e-Voting on the day of the EGM is same as the instructions mentioned above for e-voting.
2. The link for VC/OAVM to attend meeting will be available where the EVSN of Company will be displayed after successful login as per the instructions mentioned above for e-voting.
3. Shareholders who have voted through Remote e-Voting will be eligible to attend the meeting. However, they will not be eligible to vote at the EGM.
4. Shareholders are encouraged to join the Meeting through Laptops / iPads for better experience.
5. Further shareholders will be required to allow Camera and use Internet with a good speed to avoid any disturbance during the meeting.
6. Please note that Participants Connecting from Mobile Devices or Tablets or through Laptop connecting via Mobile Hotspot may experience Audio/Video loss due to Fluctuation in their respective network. It is therefore recommended to use Stable Wi-Fi or LAN Connection to mitigate any kind of aforesaid glitches.
7. Shareholders who would like to express their views/ask questions during the meeting may register themselves as a speaker by sending their request in advance atleast **7 days prior to meeting** mentioning their name, demat account number/folio number, email id, mobile number at (company email id). The shareholders who do not wish to speak during the EGM but have queries may send their queries in advance **7 days prior to the meeting** mentioning their name, demat account number/folio number, email id, mobile number at (company email id). These queries will be replied to by the company suitably by email.
8. Those shareholders who have registered themselves as a speaker will only be allowed to express their views/ask questions during the meeting.
9. Only those shareholders, who are present in the EGM through VC/OAVM facility and have not casted their vote on the Resolutions through remote e-Voting and are otherwise not barred from doing so, shall be eligible to vote through e-Voting system available during the EGM.



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10. If any Votes are cast by the shareholders through the e-voting available during the EGM/AGM and if the same shareholders have not participated in the meeting through VC/OAVM facility, then the votes cast by such shareholders may be considered invalid as the facility of e-voting during the meeting is available only to the shareholders attending the meeting.

PROCESS FOR THOSE SHAREHOLDERS WHOSE EMAIL/MOBILE NO. ARE NOT REGISTERED WITH THE COMPANY/DEPOSITORIES.



1. For Physical shareholders - please provide necessary details like Folio No., Name of shareholder, scanned copy of the share certificate (front and back), PAN (self-attested scanned copy of PAN card), AADHAR (self-attested scanned copy of Aadhar Card) by email to **Company/RTA email id**.
2. For Demat shareholders - Please update your email id & mobile no. with your respective **Depository Participant (DP)**.
3. For Individual Demat shareholders – Please update your email id & mobile no. with your respective Depository Participant (DP) which is mandatory while e-Voting & joining virtual meetings through Depository.

If you have any queries or issues regarding attending AGM & e-Voting from the CDSL e-Voting System, you can write an email to helpdesk.evoting@cdslindia.com or contact at toll free no. 1800 22 55 33.

All grievances connected with the facility for voting by electronic means may be addressed to Mr. Rakesh Dalvi, Sr. Manager, (CDSL,) Central Depository Services (India) Limited, A Wing, 25th Floor, Marathon Futurex, Mafatlal Mill Compounds, N M Joshi Marg, Lower Parel (East), Mumbai - 400013 or send an email to helpdesk.evoting@cdslindia.com or call toll free no. 1800 22 55 33.

GENERAL INSTRUCTIONS:

- i. The remote e-voting period begins from 09:00 A.M. on June 24, 2024 (Monday) and ends at 05:00 P.M. on June 27, 2024 (Wednesday), during this period, the members of the Company, holding shares either in physical form or in demat form, as on the cut-off date i.e., Friday, June 21, 2024 may cast their vote electronically. Once the vote on a resolution is cast by the member, the member shall not be allowed to change it subsequently.
- ii. The Members who have cast their vote by remote e-voting prior to the EGM may also attend/ participate in the EGM through VC / OAVM but shall not be entitled to cast their vote again.
- iii. The voting rights of Members shall be in proportion to their shares in the paid-up equity share capital of the Company as on the cut-off date.
- iv. The Company has appointed Ms. Aditi Gupta from M/s Aditi Agarwal & Associates, Practicing Company Secretary (FCS No. 9410, CP No. 10512), located at 2nd Floor, Manish Chambers, LSC, Mayur Vihar, Phase-II, New Delhi - 110091 as the Scrutinizer for the voting process (both for remote e-voting process, voting by electronic mode at the EGM through VC / OAVM, at the Extraordinary General Meeting) in a fair and transparent manner.
The Scrutinizer shall, within a period not exceeding 48 hours from the conclusion of the Extraordinary General Meeting, make a Scrutinizer's Report of the votes cast in favor of against, if any, and also the valid and invalid votes, forward to the Chairman of the Company or the person

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authorized by him in writing, who shall counter sign the same and declare the result of the voting forthwith.

- V. Subject to the receipt of sufficient votes, the resolution shall be deemed to be passed at the Extraordinary General Meeting of the Company scheduled to be held on Thursday, June 27, 2024 at 02:30 P.M., through Video Conferencing/Audio Visual Mode. At the said Extraordinary General Meeting, the Chairman shall declare the results of remote e-voting on the resolutions set out in the Notice. The results declared along with the Scrutinizer's Report shall be placed on the Company's website secretarial@bira91.com and on the website of Skyline Financial Services Private Limited, www.skylinerta.com, immediately after the declarations of results by the chairman or a person authorized by him in writing.





STATEMENT ANNEXED TO THE NOTICE PURSUANT TO SECTION 102 (1) OF THE COMPANIES ACT, 2013 IN RESPECT OF THE SPECIAL BUSINESS MENTIONED IN THIS NOTICE OF THE COMPANY

Agenda Item No. 01: -

The present Authorised Share Capital of the Company is INR 156,42,77,446/- (Indian Rupees One Hundred Fifty-Six Crores Forty-Two Lakhs Seventy-Seven Thousand Four Hundred and Forty-Six Only) divided into:

- a) 2,50,00,000 (Two Crore Fifty Lakhs) Equity Shares of INR 10/- (Indian Rupees Ten only) each;
- b) 20 (Twenty) equity shares of INR 1,000/- (Indian Rupees One Thousand only) each;
- c) 287 (Two Hundred and Eighty-Seven) equity shares with Differential Voting Rights ("Equity DVR -1") of INR 718/- (Indian Rupees Seven Hundred and Eighteen only) each;
- d) 275 (Two Hundred and Seventy-Five) equity shares with Differential Voting Rights ("DVR Securities") of INR 718/- (Indian Rupees Seven Hundred and Eighteen only) each;
- e) 25,000 (Twenty-Five Thousand) Compulsory Convertible Cumulative Preference shares ("CCCPS") of INR 100/- (Indian Rupees One Hundred only) each;
- f) 26,226 (Twenty-Six Thousand Two Hundred and Twenty-Six) Series A Compulsory Convertible Cumulative Preference Shares ("Series A CCCPS") of INR 100/- (Indian Rupees One Hundred only) each;
- g) 9,50,000 (Nine Lakh Fifty Thousand) Compulsory Convertible Cumulative Preference shares ("CCCPS") of INR 15/- (Indian Rupees Fifteen only) each;
- h) 45,000 (Forty-Five Thousand) Series A1 Compulsory Convertible Cumulative Preference Shares ("Series A1 CCCPS") of INR 100/- (Indian Rupees One Hundred only) each;
- i) 20,00,000 (Twenty lakhs) Series A2 Compulsory Convertible Cumulative Preference Shares ("Series A2 CCCPS") of INR 15/- (Indian Rupees Fifteen only) each;
- j) 53,50,000 (Fifty-Three Lakhs Fifty Thousand) Series B Compulsory Convertible Cumulative Preference Shares ("Series B CCCPS") of INR 15/- (Indian Rupees Fifteen only) each;
- k) 25,00,000 (Twenty-Five Lakhs) Pre-Series C Compulsory Convertible Cumulative Preference Shares ("Pre-Series C CCCPS") of INR 15/- (Indian Rupees Fifteen only) each;
- l) 15,80,000 (Fifteen Lakhs Eighty Thousand) Pre-Series C1 Compulsorily Convertible Cumulative Preference Shares ("Pre-Series C1 CCCPS") of INR 15/- (Indian Rupees Fifteen only) each;
- m) 13,00,000 (Thirteen Lakhs) Series C1 Compulsorily Convertible Cumulative Preference Shares ("Series C1 CCCPS") of INR 100/- (Indian Rupees One Hundred only) each;
- n) 49,75,000 (Forty-Nine Lakhs Seventy-Five Thousand) Series C Compulsorily Convertible Cumulative Preference Shares ("Series C CCCPS") of INR 100/- (Indian Rupees One Hundred only) each;
- o) 80,00,000 (Eighty Lakhs) Series D Compulsorily Convertible Cumulative Preference Shares ("Series D CCCPS") of INR 15/- (Indian Rupees Fifteen only) each;
- p) 12,00,000 (Twelve Lakhs) Series D1 Compulsorily Convertible Cumulative Preference Shares ("Series D1 CCCPS") of INR 15/- (Indian Rupees Fifteen only) each;
- q) 12,81,500 (Twelve Lakhs Eighty-One Thousand and Five Hundred) Series D2 Compulsorily Convertible Cumulative Preference Shares ("Series D2 CCCPS") of INR 15/- (Indian Rupees Fifteen only) each;
- r) 75,000 (Seventy-Five Thousand) Series D3 Compulsorily Convertible Cumulative Preference Shares ("Series D3 CCCPS") of INR 15/- (Indian Rupees Fifteen only) each;





- s) 29,00,000 (Twenty-Nine Lakhs) Series D4 Compulsorily Convertible Cumulative Preference Shares ("**Series D4 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- t) 40,00,000 (Forty Lakhs) Pre-Series D Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series D CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- u) 50,00,000 (Fifty Lakhs) Pre-Series D1 Compulsorily Convertible Cumulative Preference Shares ("**Pre-Series D1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- v) 40,000 (Forty Thousand) Bridge Series Compulsorily Convertible Cumulative Preference Shares ("**Bridge Series CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- w) 1,80,000 (One Lakh Eighty Thousand) Subscription Compulsorily Convertible Cumulative Preference Shares ("**Subscription CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- x) 69,650 (Sixty-Nine Thousand Six Hundred and Fifty) Subscription Series A Compulsorily Convertible Cumulative Preference Shares ("**Subscription Series A CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- y) 3,000 (Three Thousand) Class A Promoter Optionally Convertible Preference Shares ("**Class A Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- z) 75,000 (Seventy-Five Thousand) Class B Promoter Optionally Convertible Preference Shares ("**Class B Promoter OCPS**") of INR 100/- (Indian Rupees One Hundred only) each;
- aa) 18,750 (Eighteen Thousand Seven Hundred and Fifty) Class C Promoter Optionally Convertible Preference Shares ("**Class C Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- bb) 30,000 (Thirty Thousand) Class D Promoter Optionally Convertible Preference Shares ("**Class D Promoter OCPS**") of INR 15/- (Indian Rupees Fifteen only) each;
- cc) 10,43,474 (Ten Lakhs Forty-Three Thousand Four Hundred and Seventy-Four) Bonus Compulsory Convertible Cumulative Preference Shares ("**Bonus CCCPS**") of INR 15/- (Indian Rupees Fifteen Only) each;
- dd) 30,94,668 (Thirty Lakhs Ninety-Four Thousand Six Hundred and Sixty-Eight) Bonus Series A Compulsory Convertible Cumulative Preference Shares ("**Bonus Series A CCCPS**") of INR 15/- (Indian Rupees Fifteen Only) each; and
- ee) 52,99,380 (Fifty-Two Lakhs Ninety-Nine Thousand Three Hundred and Eighty) Bonus Series A1 Compulsory Convertible Cumulative Preference Shares ("**Bonus Series A1 CCCPS**") of INR 15/- (Indian Rupees Fifteen only) each.

The Company needs to alter its authorized share capital as the Company is proposing to issue on a preferential allotment basis by way of a private placement of up to 29,248 (Twenty-Nine Thousand Two Hundred and Forty-Eight) partly paid Subscription Series B Compulsorily Convertible Cumulative Preference Shares ("**Subscription Series B CCCPS**") of the face value of INR 15/- (Indian Rupees Fifteen) each. A separate proposal for approval for DVR Securities have been submitted for approval of members of the Company under agenda item No. 03 of this notice, respectively.

As per the provisions of Section 13, 61 and 64 of the Companies Act, 2013 read with the Companies (Incorporation) Rules, 2014 and the Companies (Share Capital and Debentures) Rules 2014, approval of members of the Company by way of an ordinary resolution is required for increase in authorised share capital of the Company and alteration of Clause V of the Memorandum of Association of the Company with respect to share capital.

Hence the resolution at agenda item No. 01 of the extraordinary general meeting notice enclosed herewith, is proposed to the members for their consideration.



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Your directors recommend approval of members, for the ordinary resolution, as set out at agenda item No. 01 of the notice.

A copy of the altered memorandum of association of the Company will be available for inspection at the meeting between 10:00 A.M. to 6:00 P.M.

None of the Directors / Key Managerial Persons of the Company including their relatives are concerned or interested, either directly or indirectly, financially or otherwise, in the aforesaid resolutions.

Agenda Item No. 02 & 03: -

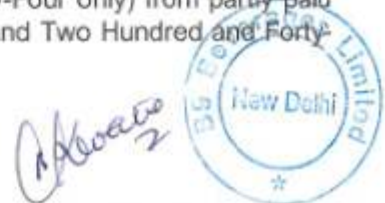
In order for the Company to raise debt for the working capital requirement and such other general corporate purposes of the Company (which purpose will be more particularly identified in the documents to be executed in relation to such debt), the Company is planning to make a private placement of upto 4200 (Forty-Two Hundred) partly paid unlisted, secured, redeemable Non-Convertible Debentures ("NCDs"), in three tranches, in the dematerialised form, having face value of INR 1,00,000/- (Indian Rupees One Lakhs) each and aggregating up to INR 42,00,00,000/- (Indian Rupees Forty-Two Crores only) (the "Debentures"), to Alteria Capital Fund II – Scheme I (acting through its trustee, Orbis Trusteeship Services Private Limited) and Alteria Capital Fund III – Scheme A (acting through its trustee, Orbis Trusteeship Services Private Limited) (collectively "Alteria") and that the Company will have to appoint a debenture trustee and other relevant intermediaries and counsels for the issue of such Debentures. Further, the terms and conditions of issuance of debentures are enclosed as Annexure A.

The following securities are proposed to be created in favour of the Debenture Trustee in relation to the issuance of the Debentures for the purpose of securing the principal amount along with the coupon thereon:

- Pari-passu first charge over all fixed and current assets of the Company, both present and future (including tangible and intangible assets) to the tune of Tranche issued as set out under the deed of hypothecation entered into by and between the Company and Orbis Trusteeship Services Private Limited.

Further, Pursuant to the proposed share subscription agreement by and amongst the Company and Alteria Capital Fund II – Scheme I and Alteria Capital Fund III – Scheme A, the board proposes to offer and issue up to 29,248 (Twenty-Nine Thousand Two Hundred and Forty-Eight) partly paid Subscription Series B Compulsorily Convertible Cumulative Preference Shares ("Subscription Series B CCCPS") having face value of INR 15/- (Indian Rupees Fifteen) each at a premium of INR 703/- (Indian Rupees Seven Hundred and Three only) each, collectively referred to as the "Subscription Shares" on a preferential basis by way of private placement to **Alteria Capital Fund II – Scheme I and Alteria Capital Fund III – Scheme A**, on the terms and conditions as mentioned herein below.

Your Board in their meeting held on May 30, 2024, had approved the proposal, subject to necessary approval(s) of members, for such offer NCDs and of partly paid Subscription Series B CCCPS and raise the funds up to INR 42,00,00,000/- (Indian Rupees Forty-Two Crores only) by issuance of NCDs and INR 2,10,00,064/- (Indian Rupees Two Crores Ten Lakhs and Sixty-Four only) from partly paid Subscription Series B CCCPS initially INR 29,248 (Twenty-Nine Thousand Two Hundred and Forty





Eight) i.e., Rs.1/- each share and remaining INR 2,09,70,816/- (Indian rupees Two Crores Nine Lakhs Seventy Thousand Eight Hundred and Sixteen only) i.e. INR 717/- (Indian Rupees Seven Hundred and Seventeen) each share thereafter in call.]

Further, the terms of issue of Subscription Series B CCCPS are attached as Annexure B.

As per Section 55 of the Companies Act, 2013 read with Rule 9 of the Companies (Share Capital and Debentures) Rules, 2014 a special resolution is required for issue preference shares. Further, as per Section 62(1)(c) read with Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014 and Rule 14 of Companies (Prospectus and Allotment of Securities) Rules, 2014, a Company can offer its shares to select group of persons by an offer or invitation to subscribe securities by way of private placement with the approval of members by way of passing a special resolution.

Following are the particulars disclosed pursuant to Rule 9(3) and Rule 13(2)(d) of the Companies (Share Capital and Debentures) Rules, 2014 and Rule 14(1) of Companies (Prospectus and Allotment of Securities) Rules, 2014:

- (i) **Objects of the issue: -**
The funds raised out of the issue will be used for the purpose of general corporate purposes of the Company.
- (ii) **Nature of security: -**
4200 (Forty-Thousand Two hundred) unlisted, secured, redeemable Non-Convertible Debentures ("NCD") of the face value of INR 1,00,000/- (Indian Rupees One Lakh) each aggregating to the value of up to INR 42,00,00,000/- (Indian Rupees Forty-Two Crores only); and 29,248 (Twenty-Nine Thousand Two Hundred and Forty-Eight) Partly paid Subscription Series B Compulsorily Convertible Cumulative Preference Shares ("**Subscription Series B CCCPS**").
- (iii) **Nature of Shares:**
Partly paid subscription series B compulsorily convertible cumulative preference shares. The terms are set out in Annexure B.
- (iv) **The manner of issue of shares:**
The NCD will be offered and issued on a private placement basis. Partly paid Subscription Series B CCCPS will be offered and issued through a preferential basis by way of private placement, pursuant to Sections 23(1)(b), 42, 55, 62(1)(c) of the Companies Act, 2013 read with Rule 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, and Rule 9 and Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014, and all other applicable laws.
- (v) **Terms of issue, including terms and rate of dividend on each share, terms of redemption and manner of redemption**
Please refer to **Annexure B** above and Subscription Series B CCCPS are not redeemable.
- (vi) **Particulars of the offer - the total number of shares or other securities to be issued and the nominal value of each security and manner of issue of such security: -**





4200 (Forty-Thousand Two hundred) unlisted, secured, redeemable Non-Convertible Debentures ("NCD") of the face value of INR 1,00,000/- (Indian Rupees One Lakh) each aggregating to the value of up to INR 42,00,00,000/- (Indian Rupees Forty-Two Crores only); and 29,248 (Twenty-Nine Thousand Two Hundred and Forty-Eight) Subscription Series B CCCPS is being proposed to be issued as partly paid on a private placement basis and preferential allotment.

(vii) **Date of passing of Board resolution: -**
May 30, 2024.

(viii) **Kinds of securities offered and the price or price band at/within which the allotment is proposed:**

4200 (Forty-Thousand Two hundred) unlisted, secured, redeemable Non-Convertible Debentures ("NCD") of the face value of INR 1,00,000/- (Indian Rupees One Lakh) each aggregating to the value of up to INR 42,00,00,000/- (Indian Rupees Forty-Two Crores only); and 29,248 (Twenty-Nine Thousand Two Hundred and Forty-Eight) Subscription Series B CCCPS is being proposed to be issued as partly paid on a private placement basis and preferential allotment.

(ix) **Basis on which the price has been arrived at along with report of the registered Valuer:**

Mr. Siddharth Gupta, Registered Valuer, Registration Number IBBI/RV/05/2019/11261 having address at U.G.F. – 52, Aarohi Complex (Sahara Centre) Kapoorthala, Lucknow – 226024, has undertaken the valuation and determined the fair market value of the Equity Shares based on Discounted Free Cash Flow Method and the valuation report is available for inspection at the registered office of the Company during business hours of the Company.

(x) **Amount which the company intends to raise by way of such securities: -**

4200 (Forty-Thousand Two hundred) unlisted, secured, redeemable Non-Convertible Debentures ("NCD") of the face value of INR 1,00,000/- (Indian Rupees One Lakh) each aggregating to the value of up to: INR 42,00,00,000/- (Indian Rupees Forty-Two Crores only); and

29,248 (Twenty-Nine Thousand Two Hundred and Forty-Eight) partly paid Subscription Series B CCCPS: INR 2,10,00,064/- (Indian Rupees Two Crores Ten Lakhs and Sixty-Four only) from partly paid Subscription Series B CCCPS [initially INR 29,248 (Twenty-Nine Thousand Two Hundred and Forty-Eight) i.e., Rs.1/- each share and remaining INR 2,09,70,816/- (Indian rupees Two Crores Nine Lakhs Seventy Thousand Eight Hundred and Sixteen only) i.e. INR 717/- (Indian Rupees Seven Hundred and Seventeen) each thereafter in call.

(xi) **Relevant date with reference to which the price has been arrived at: -**

For arriving at the price for the private placement of shares, the valuation report has considered March 31, 2024, as the relevant date.

(xii) **The class or classes of persons to whom the allotment is proposed to be made: -**

The allotment is proposed to be made to proposed investors: -

a) **Alteria Capital Fund II – Scheme I**, a trust registered as an alternative investment fund with Securities and Exchange Board of India under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 and acting through its trustee, Orbis Trusteeship Services Private Limited, a company incorporated under the Companies Act,





2013 having its registered office at 4A, Ocus Technopolis, Sector 54, Golf Club Road, Gurgaon, Haryana – 122002 and duly represented by its Investment Manager, Alteria Capital Advisors LLP and having its registered office at Unit No. 1002A 10th floor, Tower 1, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai – 400013.

- b) **Alteria Capital Fund III – Scheme A**, a trust registered as an alternative investment fund with Securities and Exchange Board of India under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 and acting through its trustee, Orbis Trusteeship Services Private Limited, a company incorporated under the Companies Act, 2013 having its registered office at 4A, Ocus Technopolis, Sector 54, Golf Club Road, Gurgaon, Haryana – 122002 and duly represented by its Investment Manager, Alteria Venture Partners LLP and having its registered office at Unit No. 1002A 10th floor, Tower 1, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai – 400013.

- (xiii) **Intention of promoters, directors or key managerial personnel to subscribe to the offer:**
The Promoter / Directors/ Key managerial personnel have no intention to subscribe to this offer.
- (xiv) **Material terms of raising the securities: -**
The material terms of the NCD and Subscription Series B CCCPS shall be in accordance with the securities subscription agreement proposed to be executed by and amongst the Company, Alteria Capital Fund II – Scheme I and Alteria Capital Fund III – Scheme A.
- (xv) **The proposed time within which the allotment shall be completed: -**
The proposed allotment shall be completed within a period of one year from the date of passing of the special resolution.
- (xvi) **Contribution being made by the promoters or directors either as part of the offer or separately in furtherance of objects: -**
NIL.
- (xvii) **The names of the proposed allottees and the percentage of post preferential offer capital that may be held by them: -**

Sr. No.	Name of the person/ Entity and address	Status (Resident / Non-Resident)	No. of Shares Held post issue	Percentage of post preferential offer capital held by them	Email ID
01.	Alteria Capital Fund II – Scheme I – (acting through its trustee, Orbis Trusteeship Services Private Limited)	Resident	9,749 – partly paid Subscription B CCCPS	0.02%	mihika@alteriacapital.com





02.	Alteria Capital Fund III – Scheme A – (acting through its trustee, Orbis Trusteeship Services Private Limited)	Resident	19,499 – partly paid Subscription B CCCPS	0.03%	mihika@alteria-capital.com
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* on a fully diluted basis.

(xviii) **The change in control, if any, in the company that would occur consequent to the preferential offer: -**

There will be no change in the management control over the Company as a result of or consequent to allotment of partly paid Subscription Series B CCCPS as envisaged in the resolutions at Agenda Item Nos. 3, provided that a proportionate change in voting rights would result consequent to the change in shareholding pattern on conversion of Subscription Series B CCCPS into equity shares.

(xix) **The number of persons to whom allotment on preferential basis have already been made during the year, in terms of number of securities as well as price: -**

S. No.	Date of Allotment	Type of Shares Allotted	Name of Shareholders	Number of Shares	Price per share (including premium)	Total Amount Invested
01.	29.04.2024	Equity DVR Securities	Tiger Pacific	275	718	1,97,450
02.	20.03.2024	Partly Paid Class D Promoter OCPS	Ankur Jain	30,000	1,404.04 (1,389.04 Premium)	3,00,000 (INR 10/- has been paid so far).
03.	20.03.2024	Equity DVR – 1	Kirin Holdings Singapore Pte. Ltd.	287	718	2,06,066
04.	29.11.2023	Equity Shares	Vandana Sehgal	14,563	10	1,45,630 (ESOPs granted have converted to equity)
05.	29.11.2023	Series D3 CCCPS	Kois Holdings	22,345	718 (703 Premium)	1,60,43,710
06.	16.11.2023	Series D3 CCCPS	Jaideep Hansraj	3,000	718 (703 Premium)	21,54,000
07.	16.11.2023	Equity Shares	Indu Shekhar	470	10	4,700 (ESOPs granted have converted to equity)





		Equity Shares	Nayanabhiram Deekonda	3451	10	34,510 (ESOPs granted have converted to equity)
		Equity Shares	Rohit Parashar	438	10	4,380 (ESOPs granted have converted to equity)
		Equity Shares	Akshat Verma	2691	10	26,910 (ESOPs granted have converted to equity)
08.	17.10.2023	Series D3 CCCPS	Dharampal Satyapal Limited	17,987	718 (703 Premium)	1,29,14,666
09.	11.10.2023	Series D3 CCCPS	Naveen Sangari	15,799	718 (703 Premium)	1,13,43,682
		Series D3 CCCPS	PDK Impex Private Limited	6,316	718 (703 Premium)	45,34,888
		Series D3 CCCPS	Anoop Prakash Sharma Family Trust	3,559	718 (703 Premium)	25,55,362
		Series D3 CCCPS	B. S. Sons	1,443	718 (703 Premium)	10,36,074
		Series D3 CCCPS	Surendra Reddy	1,100	718 (703 Premium)	7,89,800
		Series D3 CCCPS	Indira Constructions – a partnership firm	1,966	718 (703 Premium)	14,11,588
		Series D3 CCCPS	Saira Viaan Trading LLP	570	718 (703 Premium)	4,09,260
10.	30.06.2023	Equity Shares	Deepak Malhotra	16,090	10	1,60,900 (ESOPs granted have converted to equity)
11.	19.05.2023	Series D1 CCCPS	MUFG Bank Limited	11,40,808	718 (703 Premium)	81,91,00,144
12.	13.04.2023	Partly paid Subscription Series A CCCPS	Trifecta Venture Debt Fund – III	69,638	718 (703 Premium)	5,00,00,084 (INR 69,638 paid at the time of allotment and remaining INR 4,99,30,446 in calls)
13.	13.04.2023	Equity	Trifecta Venture Debt Fund – III	01	718 (703 Premium)	718

(xx) **The justification for the allotment proposed to be made for consideration other than cash together with valuation report of the registered Valuer: -**
Not Applicable, as the proposed allotment is not for consideration other than cash.



B9 BEVERAGES LIMITED (Formerly known as B9 Beverages Pvt. Ltd.)

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(xxi) The pre-issue and post issue shareholding pattern of the Company is as detailed below:

Pre-Issue Shareholding Pattern (Fully Diluted basis)

S. No.	Particulars	Equity	Equity with differential voting	CCCPS	Pre-Series C at INR 429.08	Class B Promoter OCPS	Class C Promoter OCPS	Class D Promoter OCPS	Pre-Series D CCCPS	Pre-Series D1 CCCPS	Series D CCCPS	Total	% of Holding
01.	PROMOTERS HOLDING												
(i)	Indian												
	Individuals	11,750,128	20	87,346	0	75,000	18,750	30,000	0	0	0	11,961,244	17.24%
	Bodies Corporate	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL (i)	11,750,128	20	87,346	0	75,000	18,750	30,000	0	0	0	11,961,244	17.24%
(ii)	Foreign Promoters	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL (ii)	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL (01 i.e. (i) + (ii))	11,750,128	20	87,346	0	75,000	18,750	30,000	0	0	0	11,961,244	17.24%
02.	NON-PROMOTERS HOLDING												
(i)	Institutional Investors	559,558	562	17,122,454	2,263,895	0	0	0	0	2,000,000	15,487,998	37,434,467	53.94%
(ii)	Non-Institutional Investors												
	Private Corporate Bodies	791,507	0	272,811	151,488	0	0	0	1,459,634	0	72,607	2,748,047	3.96%
	Directors and Relatives	780,261	0	45,458	977	0	0	0	0	0	0	826,696	1.19%
	Indian Public (including ESOPs)	10,085,753	0	1,745,102	1,134,893	0	0	0	1,922,180	0	481,534	15,369,462	22.15%
	Others (including NRIs)	547,400	0	4,29,910	35,925	0	0	0	40,249	0	3,574	1,057,058	1.52%
	TOTAL (02 i.e. (i) + (ii))	12,764,479	562	19,615,735	3,587,178	0	0	0	3,422,063	2,000,000	16,045,713	57,435,730	82.76%
	SUM (01 + 02)	24,514,607	582	19,703,081	3,587,178	75,000	18,750	30,000	3,422,063	2,000,000	160,045,713	89,396,974	100%





Post Issue Shareholding Pattern (Fully Diluted basis)

S. No.	Particulars	Equity	Equity with differential voting	CCCP S	Pre-Series C at INR 429.08	Class B Promoter OCPS	Class C Promoter OCPS	Class D Promoter OCPS	Pre-Series D CCCPS	Pre-Series D1 CCCPS	Series D CCCPS	Total	% of Holding
01.	PROMOTERS HOLDING												
(i)	Indian												
	Individuals	11,750,128	20	87,346	0	75,000	18,750	30,000	0	0	0	11,961,244	17.23%
	Bodies Corporate	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL (i)	11,750,128	20	87,346	0	75,000	18,750	30,000	0	0	0	11,961,244	17.23%
(ii)	Foreign Promoters	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL (ii)	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL (01 i.e. (i) + (ii))	11,750,128	20	87,346	0	75,000	18,750	30,000	0	0	0	11,961,244	17.23%
02.	NON-PROMOTERS HOLDING												
(i)	Institutional Investors	559,558	562	17,151,702	2,263,895	0	0	0	0	2,000,000	15,487,998	37,463,715	53.96%
(ii)	Non-Institutional Investors												
	Private Corporate Bodies	791,507	0	272,811	151,488	0	0	0	1,450,634	0	72,607	2,748,047	3.96%
	Directors and Relatives	780,261	0	45,458	977	0	0	0	0	0	0	826,696	1.19%
	Indian Public (Including ESOPs)	10,085,753	0	1,745,102	1,134,893	0	0	0	1,922,180	0	481,534	15,368,462	22.14%
	Others (Including NRIs)	547,400	0	4,29,910	35,925	0	0	0	40,249	0	3,574	1,057,058	1.52%
	TOTAL (02 i.e. (i) + (ii))	12,764,479	562	19,644,983	3,587,178	0	0	0	3,422,063	2,000,000	16,045,713	57,464,978	82.77%
	SUM (01 + 02)	24,514,607	582	19,732,329	3,587,178	75,000	18,750	30,000	3,422,063	2,000,000	16,045,713	69,426,222	100%

(xxii) **Manner and mode of redemption:** -

Not applicable as the Subscription Series B CCCPS proposed to be issued are compulsorily convertible cumulative preference shares.





(xxiii) **Expected dilution in equity share capital pursuant to conversion of preference shares:**

Equity shareholding will be diluted to the extent of the Subscription Series B Compulsorily Convertible Cumulative Preference Shares held by Alteria Capital Fund II – Scheme I and Alteria Capital Fund III – Scheme A being converted into equity shares. The Company will complete the issue and allotment of partly paid Subscription Series B CCCPS within a period of 60 (sixty) days from the date of getting the share application money and shall report the same with the Registrar of Companies.

As the Subscription Series B CCCPS are offered to Alteria Capital Fund II – Scheme I and Alteria Capital Fund III – Scheme A on private placement basis the approval of members by way of special resolution under section 62(1)(c) of the Companies Act 2013 is required.

Your directors recommend approval of members, the special resolution, as set out at agenda items No. 02 and 03 of the notice.

The valuation report dated May 27, 2024 issued by the registered valuer, Mr. Siddharth Gupta, Registered Valuer, having Registration Number IBBI/RV/05/2019/11261, who fulfilled the required specification covered under Rule 12 of the Companies (Prospectus and Allotment of Securities) Rules, 2014 and a copy of the transaction agreements are available for inspection at the registered office of the Company on all working days between 9:00 a.m. to 6:00 p.m. till the date of the extraordinary general meeting.

None of the Directors or Manager or Key Managerial Personnel or their relatives are concerned or interested, financially or otherwise, in the proposed resolution.

Registered Office: Premise No. 106, 2nd Floor,
Block H, Connaught Place New Delhi 110001

CIN: U80903DL2012PLC236595
Email id: secretarial@bira91.com
Tel: 011 – 4920 6600

For and on behalf of Board
B9 Beverages Limited
(Formerly known as B9 Beverages Private Limited)


(Varun Kwatra)
(Company Secretary)
(Membership No. A23077)

Date: June 04, 2024
Place: New Delhi