



## **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE** is hereby given that an Extra Ordinary General Meeting of the members of MOVIN Express Private Limited (formerly known as Iris Transportation Services Private Limited) (the “**Company**”) will be held at a shorter notice on 10.30 am on Friday, March 6, 2026 at 4<sup>th</sup> Floor, Block-3B, DLF Corporate Park, DLF City Phase-III, Gurgaon-122002, through video conference to transact the following business:

### **Special Business:**

#### **1. To consider, approve execution of amendment to the Shareholders’ Agreement**

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

“**RESOLVED THAT** consent of the Members be and is hereby accorded to enter into an amendment to the Shareholder’s Agreement dated June 30, 2021 executed between the Company, InterGlobe Enterprises Private Limited and Iris Holding I Inc. (“**Shareholders’ Agreement**”), in the manner set out in the draft amendment agreement placed before the meeting and initialled by the Chairman for the purpose of identification.

**RESOLVED FURTHER THAT** Mr. Gregory, Renaud, Michel Goba Ble, (Director), Chief Financial Officer and Head – Legal (Jointly any two) be and are hereby authorised to finalise, settle, approve and execute the definitive amendment to the Shareholders’ Agreement and all related documents, deeds, writings and instruments, negotiate and agree such changes, variations, additions, deletions or modifications in the draft documents as may be considered necessary, desirable or expedient in the best interests of the Company and do all such acts, deeds, matters and things as may be necessary, proper, incidental or consequential for giving effect to this resolution, including affixation of common seal (if applicable) and delegation of powers to any officer or director of the Company.

**RESOLVED FURTHER THAT** each Director and Company Secretary of the Company, individually, be and are hereby severally authorized to issue copies of the above resolution, certified to be true, to any court, authority, company, body corporate or person.”

#### **2. To consider, approve the amendment of Articles of Association of the Company**

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

**REGISTERED OFFICE**  
Movin Express Private Limited  
(formerly known as Iris Transportation Services Pvt. Ltd.)  
Third Floor, Dr. Gopal Das Bhawan,  
28, Barakhamba Road, New Delhi - 110001.  
Telephone : +91 11 4351 3100

**CORPORATE OFFICE**  
4<sup>th</sup> Floor, Block 3B,  
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Haryana, 122002.

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**“RESOLVED THAT** pursuant to the provisions of Sections 5, 14 and other applicable provisions, if any, of the Companies Act, 2013 and the applicable rules made thereunder (including any statutory modification(s), amendment(s), re-enactment(s) thereof for the time being in force), consent of the Members of the Company be and is hereby accorded to alter the Articles of Association (“AOA”) of the Company by amending/substituting/replacing existing Article in the following manner:

- **Article 11.1(a) of Part B is hereby deleted in its entirety and replaced with the following:**

At any time during the period specified in Section 11.1 of the Shareholders’ Agreement, UPS shall have the option at its sole discretion (the “Ten-Year Call Option”) to: (i) purchase (or designate an Affiliate to purchase) all (but not less than all) of the Equity Stock then owned by InterGlobe and its Affiliates at a purchase price to be determined in the manner set out Paragraph 2 of Schedule F of the Shareholders’ Agreement (“Ten-Year Call Purchase Price”), as adjusted in accordance with the terms of the Shareholders’ Agreement and Article 11.10 or (ii) cause the Joint Venture Company to redeem shares of Equity Stock, in full or in part, held by InterGlobe and its Affiliates at such price as specified in, and in accordance with, Article 11.8. UPS’s right to exercise the Ten-Year Call Option shall not lapse until the expiry of the period specified in Section 11.1 of the Shareholders’ Agreement (if no Equity Value Determination Notice has been submitted on or prior to such date), even if it is not taken up (for whatever reason) as soon as such right arises. Prior to exercising the Ten-Year Call Option, UPS shall deliver a notice that it requests a determination of the Equity Value in accordance with the Shareholders’ Agreement (an “Equity Value Determination Notice”) to InterGlobe, following which the Equity Value and the FEMA Equity Value will be determined pursuant to Article 11.7; provided, that UPS shall not provide more than one Equity Value Determination Notice during any twelve (12) month period. If UPS elects to exercise its Ten-Year Call Option, UPS shall deliver written notice of such exercise (the “Ten-Year Call Option Exercise Notice”) to InterGlobe within thirty (30) days following the later of (w) receipt of the determination of the Equity Value pursuant to Article 11.7, and (x) receipt of the determination of the FEMA Equity Value pursuant to Article 11.7(d). Such Ten-Year Call Option Exercise Notice shall set forth the date and location of the closing of the purchase of InterGlobe’s Equity Stock (which closing shall occur not later than the later of (i) sixty (60) days following receipt of the Ten-Year Call Option Exercise Notice and (ii) thirty (30) days following receipt of any regulatory approvals required in connection with such purchase). InterGlobe shall procure resignation of the InterGlobe Directors with effect from the closing of the Ten-Year Call Option.

- **Article 11.2(a) of Part B is hereby deleted in its entirety and replaced with the following:**

At any time during the period specified in Section 11.2 of the Shareholders’ Agreement, InterGlobe shall have the option at its sole discretion (the “Ten-Year Put Option”) to (i) sell (and/or designate an Affiliate to sell) all (but not less than all) of the Equity Stock then owned

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by InterGlobe and its Affiliates to UPS or its designee at a purchase price to be determined in the manner set out in Paragraph 3 of Schedule F of the Shareholders' Agreement (the "Ten-Year Put Purchase Price"), as adjusted in accordance with the terms of the Shareholders' Agreement and Article 11.10 or (ii) cause the Joint Venture Company to redeem shares of Equity Stock, in full or in part, held by InterGlobe and its Affiliates at such price as specified in, and in accordance with, Article 11.8. InterGlobe's right to exercise the Ten-Year Put Option shall not lapse, until the expiry of the period specified in Section 11.2 of the Shareholders' Agreement (if no Equity Value Determination Notice has been submitted on or prior to such date), even if it is not taken up (for whatever reason) as soon as such right arises. Prior to exercising the Ten-Year Put Option, InterGlobe shall deliver an Equity Value Determination Notice to UPS, following which the Equity Value and the FEMA Equity Value will be determined pursuant to Article 11.7; provided, that InterGlobe may not provide more than one Equity Value Determination Notice during any twelve (12) month period. If InterGlobe elects to exercise its Ten-Year Put Option, InterGlobe shall deliver written notice of such exercise (the "Ten-Year Put Option Exercise Notice") to UPS within thirty (30) days following (w) receipt of the determination of the Equity Value pursuant to Article 11.7, and (x) receipt of the determination of the FEMA Equity Value pursuant to Article 11.7(d). Such Ten-Year Put Option Exercise Notice shall set forth the date and location of the closing of the purchase of InterGlobe's Equity Stock (which closing shall occur not later than the later of (i) sixty (60) days following receipt of the Ten-Year Put Option Exercise Notice and (ii) thirty (30) days following receipt of any regulatory approvals required in connection with such purchase). InterGlobe shall procure resignation of the InterGlobe Directors with effect from the closing of the Ten-Year Put Option.

- **Article 11.4 of Part B is hereby deleted in its entirety and replaced with the following:**

UPS Call Option in the Event of Material Breach by InterGlobe. Following the Effective Date, if InterGlobe becomes a Breaching Shareholder, UPS shall have the option at its sole discretion (the "Breach Call Option") to: (a) purchase (or designate an Affiliate to purchase) all (but not less than all) of the Equity Stock then owned by InterGlobe and/or any of its Affiliates at a purchase price determined in accordance with paragraph 4 of Schedule F of the Shareholders' Agreement (the "Breach Call Purchase Price"), as adjusted in accordance with the terms of the Shareholders' Agreement and Article 11.10 or (b) cause the Joint Venture Company to redeem shares of Equity Stock, in full or in part, held by InterGlobe and its Affiliates at such price as specified in, and in accordance with, Article 11.8. Prior to exercising its Breach Call Option, UPS shall deliver an Equity Value Determination Notice to InterGlobe, following which the Equity Value and the FEMA Equity Value will be determined pursuant to Article 11.7. If UPS elects to exercise its Breach Call Option, UPS shall deliver written notice of such exercise (the "Breach Call Option Exercise Notice") to InterGlobe within thirty (30) days following the later of (w) receipt of the determination of the Equity Value pursuant to Article 11.7; and (x) receipt of the determination of the FEMA Equity Value pursuant to Article 11.7(d). Such Breach Call Option Exercise Notice shall set forth the date and location of the closing of the

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purchase/redemption of InterGlobe's Equity Stock (which closing shall occur not later than the later of (i) sixty (60) days following receipt of the Breach Call Option Exercise Notice and (ii) thirty (30) days following receipt of any regulatory approvals required in connection with such purchase/redemption). In the event UPS exercises the Breach Call Option pursuant to this Article 11.4, for a period equal to the length of the Restricted Period, InterGlobe shall not establish or conduct any Restricted Business.

- **Article 11.5(a) of Part B is hereby deleted in its entirety and replaced with the following:**

Following the Effective Date, if UPS becomes a Breaching Shareholder, InterGlobe shall have the option at its sole discretion (the "Breach Put Option") to (i) sell (and/or designate an Affiliate to sell) all (but not less than all) of the Equity Stock then owned by InterGlobe and/or any of its Affiliates to UPS or its designee at a purchase price determined in accordance with Paragraph 6 of Schedule F of the Shareholders' Agreement (the "Breach Put Purchase Price"), as adjusted in accordance with the terms of the Shareholders' Agreement and Article 11.10 or (ii) cause the Joint Venture Company to redeem shares of Equity Stock, in full or in part, held by InterGlobe and its Affiliates at such price as specified in, and in accordance with, Article 11.8 (it being clarified that no premium shall be applicable in the event the Breach Put Option is triggered on account of an act included as Material Breach in Section 11.3(h) of the Shareholders' Agreement). Prior to exercising its Breach Put Option, InterGlobe shall deliver an Equity Value Determination Notice to UPS, following which the Equity Value and the FEMA Equity Value will be determined pursuant to Article 11.7. If InterGlobe elects to exercise its Breach Put Option, InterGlobe shall deliver written notice of such exercise (the "Breach Put Option Exercise Notice") to UPS within thirty (30) days following the later of (w) receipt of the determination of the Equity Value pursuant to Article 11.7, and (x) receipt of the determination of the FEMA Equity Value pursuant to Article 11.7(d). Such Breach Put Option Exercise Notice shall set forth the date and location of the closing of the sale of InterGlobe's Equity Stock (which closing shall occur not later than the later of (i) sixty (60) days following receipt of the Breach Put Option Exercise Notice and (ii) thirty (30) days following receipt of any regulatory approvals required in connection with such purchase).

- **Article 11.7(d)(ii) of Part B is hereby deleted in its entirety and replaced with the following:**

In respect of a Dilutive Equity Contribution or any other issuance of Equity Stock at the Adjusted Equity Value Share Price or a transfer or redemption of Equity Stock under Article 11.4 or Article 11.5, each of the Joint Venture Company and the Shareholders acknowledges that: (a) the Shareholders' Agreement sets out the commercially agreed price at which such transactions shall be undertaken; (b) in case of Article 11.4, UPS shall have sole control of, and responsibility for, appointing and instructing the FEMA Valuer to deliver the FEMA Valuation Report for the purposes of compliance with the FEMA. For the avoidance of any doubt, except to the extent required by UPS, InterGlobe shall not have any role, or otherwise be entitled to

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participate in any manner, in the appointment of, or issuance of instructions to, the FEMA Valuer. UPS agrees that such FEMA Valuation Report shall be prepared in accordance with FEMA; and (c) in case of Article 11.5, InterGlobe shall have sole control of, and responsibility for, appointing and instructing the FEMA Valuer to deliver the FEMA Valuation Report for the purposes of compliance with the FEMA. For the avoidance of any doubt, except to the extent required by InterGlobe, UPS shall not have any role, or otherwise be entitled to participate in any manner, in the appointment of, or issuance of instructions to, the FEMA Valuer. InterGlobe agrees that such FEMA Valuation Report shall be prepared in accordance with FEMA.

- **Article 11.8 of Part B is hereby deleted in its entirety and replaced with the following:**

FEMA Valuations and Redemption.

(a) In connection with any transaction pursuant to Section 8.12(c)(ii) of the Shareholders' Agreement, Article 11.1, Article 11.2, Article 11.4 or Article 11.5, if the FEMA Valuation Report reflects a FEMA Equity Value that is more than the Adjusted Call/Put Equity Value, such that either UPS or InterGlobe could not exercise the applicable Call/Put Option by UPS paying the applicable Call/Put Purchase Price in compliance with applicable Law absent the approval of the Reserve Bank of India, then at UPS's or InterGlobe's sole discretion (depending on the party that has exercised applicable Call/Put Option), the approval of the Reserve Bank of India may be sought, and if such approval is not applied for or where such approval is applied for but is not forthcoming, then at UPS or InterGlobe's election (depending on the party that has exercised applicable Call/Put Option), the Joint Venture Company will (X) redeem all but not less than all Equity Stock held by InterGlobe and its Affiliates (whether through a buy-back of such shares or a reduction in share capital), subject to applicable Law and any required Governmental Entities' approvals, such that InterGlobe and its Permitted Affiliates receive the applicable Call/Put Purchase Price, as adjusted in accordance with the terms of the Shareholders' Agreement and Article 11.10 plus the Incremental Tax Amount, or (Y) redeem (whether through a buy-back of such shares or a reduction in share capital) that number of shares of Equity Stock held by InterGlobe and its Affiliates in accordance with this Article 11.8 such that, following such redemption, the applicable Alternative Call/Put Purchase Price is equal to the applicable Call/Put Purchase Price and, as a condition to such redemption, UPS shall purchase the remaining shares of Equity Stock held by InterGlobe and its Affiliates at: (A) the applicable Alternative Call/Put Purchase Price (which, upon redemption, is equal to the applicable Alternative Call/Put Purchase Price) plus (B) the Incremental Tax Amount (it being understood that the redemption and purchase shall be completed on the same date and any document (including, schemes to be submitted before the Governmental Entity) for such redemption shall be given effect simultaneously with the completion of the purchase of the remaining Equity Shares held by InterGlobe and its Affiliates), subject to applicable Law and any required Governmental Entities' approvals, such that after the completion of the process set forth in this Article 11.8, InterGlobe and its Permitted Affiliates receive: (A) the applicable Call/Put Purchase Price, as adjusted in accordance with the terms of the Shareholders'

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Agreement and Article 11.10 plus (B) the Incremental Tax Amount, and ultimately an amount equal to: (A) the Final Consideration (whether through a buy-back of such shares or a reduction in share capital or purchase of Equity Stock or any combination thereof) plus (B) the Incremental Tax Amount. For avoidance of doubt, the Incremental Tax Amount shall only be paid if any part of the transaction is structured in a manner other than sale and purchase of the Equity Stock held by InterGlobe and its Affiliates.

For purposes of this Article 11.8(a), "Incremental Tax Amount" means the difference between: (a) the Tax that would have been payable by InterGlobe and its Affiliates upon receipt of consideration had the transaction been structured solely by way of sale and purchase of the Equity Stock held by InterGlobe and its Affiliates; and (b) the Tax payable by InterGlobe and its Affiliates upon receipt of consideration where the transaction has been structured by way of redemption and/or a combination of such redemption and sale/purchase of the Equity Stock held by InterGlobe and its Affiliates; provided, that, for the avoidance of doubt, any Incremental Tax payable by InterGlobe and its Affiliates due to the receipt of the Incremental Tax Amount shall be grossed-up and be included in the determination of the Incremental Tax Amount; provided, further, that (i) if the applicable Call/Put Option is the Breach Call Option, the Incremental Tax Amount shall be deemed to be NIL i.e., it will be payable (or otherwise borne) by IGE.

(b) To the extent that any approval of the Board or the shareholders of the Joint Venture Company is required to effect such redemption or any matter related thereto, each Shareholder agrees that it will vote its shares in favor of, and will cause its Directors to vote in favor of, any resolution or written consent authorizing such redemption or related matter. If for any reason such redemption cannot be completed with the result that InterGlobe and its Permitted Affiliates cannot receive the: (A) Final Consideration and (B) the Incremental Tax Amount in the aggregate, the parties to the Shareholder's Agreement will cooperate in good faith to effectuate a legally permissible alternative that results in the same commercial objective. References to purchase and sale of Equity Stock under Part B of these Articles shall, unless the context requires otherwise, include a redemption under this Article 11 (whether through a buyback of such shares or a reduction in share capital or a combination thereof) wherever applicable and permissible.

- **The following definitions set forth in Schedule A of AOA be and are hereby amended with the following definitions:**

a) "Enterprise Value" means, as of a given Valuation Date, the enterprise value of the Joint Venture Company on a consolidated basis as a going concern, determined in accordance with the procedures set forth in Article 11.7; provided, that, for the purpose of determination of the Enterprise Value, the Joint Venture Company's revenue and cost shall exclude the Excluded Amount.

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- b) “Equity Value” means an amount determined by the Party Appraiser(s) in accordance with the procedures set forth in Article 11.7, which takes into account the Enterprise Value and other adjustments (including, Cash, debt, debt-like items and an adjustment based on a normalized level of working capital) as determined by the Party Appraiser resulting in a true and accurate equity value of the Joint Venture Company on a consolidated basis as a going concern; provided, that, for the purpose of determination of the Equity Value, the Joint Venture Company’s revenue and cost shall exclude the Excluded Amount.
- c) “FEMA Equity Value” means an amount equal to the fair market value of the outstanding equity of the Joint Venture Company on a consolidated basis, calculated as of the Valuation Date and determined in accordance with the procedures set forth in Article 11.7(d); provided, that, if and to the extent permissible under applicable Law, for the purpose of determination of the FEMA Equity Value, the Joint Venture Company’s revenue and cost shall exclude the Excluded Amount; provided, further, that the parties agree (a) that the terms set forth in the preceding proviso constitute a negotiated, arm’s length agreement and (b) to instruct and direct the FEMA Valuer to exclude the Excluded Amount from the Joint Venture Company’s revenue and cost, if and to the extent permissible under applicable Law, for the purpose of determination of the FEMA Equity Value.
- **Schedule A of AOA is hereby amended to add the following definition, inserted in appropriate alphabetical order:**
- a) “Adjusted Call/Put Equity Value” means, as applicable, the Adjusted Ten-Year Call Equity Value, the Adjusted Ten-Year Put Equity Value, the Adjusted Breach Call Equity Value, the Adjusted Breach Put Equity Value or the Adjusted Global Divestiture Put Equity Value, as determined in accordance with paragraph 8 of Schedule F of the Shareholders’ Agreement.
- b) “Alternative Call/Put Purchase Price” means, as applicable, Alternative Ten-Year Call Purchase Price, Alternative Ten-Year Put Purchase Price, Alternative Breach Call Purchase Price, Alternative Breach Put Purchase Price, Alternative Global Divestiture Put Purchase Price, as determined in accordance with paragraph 5 of Schedule F of the Shareholders’ Agreement.



- c) “Call/Put Option” means, as applicable, the Ten-Year Call Option, the Ten-Year Put Option, the Breach Call Option, the Breach Put Option or the Global Divestiture Put Option.
- d) “Call/Put Purchase Price” means, as applicable, the Ten-Year Call Purchase Price, the Ten-Year Put Purchase Price, the Breach Call Purchase Price, the Breach Put Purchase Price or the Global Divestiture Put Purchase Price.
- e) “Excluded Amount” means, in relation to the amount to be deducted from the Joint Venture Company’s revenue and cost for the purposes set forth in this Agreement, that portion of the gross revenue recognized by the Joint Venture Company in connection with the international, cross-border logistics services and solutions that is payable as fees by the Joint Venture Company to UPS or its Affiliates pursuant to the International Services Agreement, representing the amounts collected by the Joint Venture Company on behalf of UPS or its Affiliates for such international, cross-border services; provided, that, for the avoidance of doubt, no portion of the revenue or cost that relates to or arises from the Domestic Transportation Services provided by the Joint Venture Company to UPS or its Affiliates pursuant to Section 8.13 of the Shareholders’ Agreement shall be included in the Excluded Amount. An illustration in this regard has been provided below:

<i>Illustrative</i>	Current Scope	Incremental resale of UPS International	Recorded by MOVIN	Excluded Amount	Results used for Valuation
<b>Gross Revenue</b>	<b>1,000</b>		<b>1,100</b>		<b>1,005</b>
Domestic	1,000		1,000		1,000
International	-	100	100	(95)	5
<b>Direct costs</b>	<b>850</b>		<b>945</b>		<b>850</b>
Domestic	850		850		850
International	-	95	95	(95)	-
<b>Net Revenue</b>	<b>150</b>		<b>155</b>		<b>155</b>
Domestic	150		150		150
International	-	5	5		5
<b>Selling, General, and Administrative costs</b>	<b>50</b>	<b>2</b>	<b>52</b>		<b>52</b>
<b>Earnings before interest and tax</b>	<b>100</b>		<b>103</b>		<b>103</b>
Tax	35		36		36
Profit	65		67		67

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- f) “Healthcare Logistics Services” has the meaning set forth in Section 1.1 of the Shareholders’ Agreement.
- g) “International Services Agreement” means the Transportation Services Reseller Agreement to be executed between the Joint Venture Company and UPS or its Affiliates (in accordance with the terms of Amendment to the Shareholders’ Agreement), as it may be amended, modified or supplemented from time to time.
- h) “Ticking Amount” means the InterGlobe Share multiplied by the aggregate EBIT of the Joint Venture Company (on a consolidated basis using the management accounts) for the period between the Valuation Date and Closing Date, which EBIT shall be (a) actual EBIT for the portion of such period with respect to which EBIT is determinable as of the Closing Date and estimated EBIT for the portion of such period with respect to which EBIT is not determinable as of the Closing Date; provided, that, for the purpose of determination of the Ticking Amount, the Joint Venture Company’s revenue and cost shall exclude the Excluded Amount.
- **Following definitions in Schedule A of AOA be and are hereby deleted in entirety:**
- a) “Adjusted Breach Equity Value” shall be determined in accordance with paragraph 8 of Schedule F of the Shareholders’ Agreement.
- b) “Alternative Breach Call Purchase Price” shall be determined in accordance with paragraph 5 of Schedule F of the Shareholders’ Agreement.

**RESOLVED FURTHER THAT** the Board be and is hereby authorised to make such formatting, numbering, cross-reference, grammatical, clerical or alignment changes in the Articles of Association as may be necessary or expedient to give full effect to the above substitution, provided that such changes do not alter the substantive intent approved by the Members.

**RESOLVED FURTHER THAT** each Director and Company Secretary of the Company be and are hereby severally authorized to do all such acts, deeds and things with respect to the above, as may be deemed necessary and to sign, execute, affix and deliver such deeds, instruments, applications, regulatory filings, certificates and returns, as may be necessary to give effect to the aforesaid resolution, including: (i) filing of necessary forms and documents, if any, with the Registrar of Companies and/or any other regulatory authority; (ii) give such directions and instructions, as may be required, necessary or desirable for giving effect to the

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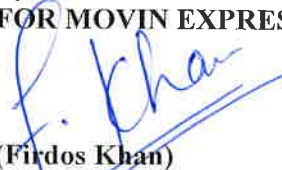
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above resolution; (iii) delegate the powers granted to an authorized signatory hereunder to such other person(s) as such authorized person may deem necessary or expedient in the interest of the Company in relation to the implementation of the aforementioned resolutions; and (iv) to do or cause to be done any and do all acts, deeds, matters and things, and execute all documents, papers and writings as may be necessary, desirable or expedient for the purpose of giving effect to this resolution and for matters incidental and consequential thereto.

**RESOLVED FURTHER THAT** each Director and Company Secretary of the Company be and is hereby severally authorized to issue copies of the above resolutions, certified to be true, to any court, authority, company, body corporate or person.”

**By Order of the Board  
FOR MOVIN EXPRESS PRIVATE LIMITED**



**(Firdos Khan)  
Authorised Signatory**

**Date:** 27.02.2026

**Place:** Gurgaon

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**Notes:**

1. The Explanatory Statement pursuant to Section 102(1) of the Companies Act, 2013, setting out the material facts in respect of items mentioned in the notice, annexed hereto that forms part of this notice.
2. In view of the COVID-19 pandemic, the Ministry of Corporate Affairs (“MCA”) pursuant to its General Circular Nos. 14/2020 dated April 8, 2020; 17/2020 dated April 13, 2020; 20/2020 dated May 5, 2020; and 22/2020 dated June 15, 2020; 33/2020 dated September 28, 2020, 39/2020 dated December 31, 2020, 10/2022 dated December 28, 2022, 09/2023 dated September 25, 2023, 09/2024 dated September 19, 2024 and 03/2025 dated September 22, 2025 (collectively referred to as “MCA Circulars”) and in compliance with the provisions of the Companies Act, 2013 has allowed companies to conduct extraordinary general meetings through video conferencing (“VC”) or other audio visual means (“OAVM”), without the physical presence of the members at a common venue. Accordingly, the extraordinary general meeting (“EGM”) of the Company is to be held through VC/OAVM only.
3. Under the provisions of Section 101 of the Companies Act, 2013, an EGM can be called and held on shorter notice with the consent of the members holding not less than 95% of the paid up share capital of the Company having voting rights.
4. Since the EGM is being held through VC/OAVM, in terms of the MCA Circulars, physical attendance of the Members has been dispensed with. Accordingly, the facility for appointment of proxies by Members is not available for the EGM, as provided in the MCA Circulars and the Proxy Form and Attendance Slip are not annexed to this Notice. However, in pursuance of Section 112 and Section 113 of the Companies Act, 2013 representatives of the members may be appointed for the purpose of participation in the EGM through VC/OAVM Facility.
5. The details of the meeting and the instructions to attend, i.e., access link to the meeting by video conferencing or other audio-visual means, login credentials, helpline numbers, contact details of a designated person who shall provide assistance for access to the EGM, will be provided separately.
6. The facility for joining the EGM will be kept open 15 minutes before the scheduled time of the meeting and shall not be closed until the expiry of 15 minutes after the scheduled time of the meeting.
7. Since the EGM will be held through VC/OAVM, the requirement of attaching the route map for the EGM venue is also dispensed with and accordingly the route map is not annexed to this Notice.

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28, Barakhamba Road, New Delhi - 110001.  
Telephone : +91 11 4351 3100

**CORPORATE OFFICE**  
4<sup>th</sup> Floor, Block 3B,  
DLF Corporate Park,  
DLF City Phase - III, Gurugram,  
Haryana, 122002.

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8. Members attending the EGM through VC/OAVM shall be counted for the purpose of reckoning the quorum under Section 103 of the Companies Act, 2013.
9. Corporate members are requested to send a duly certified copy of the board resolution authorizing their representative(s) to attend and vote at the EGM.
10. In terms of Section 20 of the Companies Act, 2013, the notice is being sent to all the Members on the electronic mail address as provided by the Registrar or the Member from time to time for sending communications in accordance with the framework provided in the MCA circulars. No physical copy would be dispatched and all documents will be available for inspection electronically.
11. Members are requested to notify any change in their registered address along with pin code and quote their respective ledger folio number/ on every communication with the Company.
12. The Chairman of the EGM may conduct a vote by show of hands, unless a demand for poll is made by a member in accordance with the provisions of section 109 of the Companies Act, 2013. Where a poll on any item is required, the members shall cast their votes on the resolutions only by sending e-mails to the relevant email ID through their email addresses which are registered with the Company.
13. In case a body corporate is a member, it may attend through an authorised representative pursuant to Section 113 of the Act. A certified copy of the Board Resolution / authorisation should be forwarded to the undersigned.
14. Relevant documents referred to in the Notice and Explanatory Statement, including:
  - a. copy of the existing Shareholders' Agreement and draft First Amendment to Shareholders' Agreement
  - b. copy of existing Articles of Association,
  - c. draft amended Articles / comparative statement showing changes in the Articles referred above,shall be available for inspection by the members at the registered office of the Company during business hours on working days up to the date of the EGM and also at the time of the meeting.

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**EXPLANATORY STATEMENT IN RESPECT OF THE SPECIAL BUSINESS  
PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013  
(Annexed to the Notice)**

**Item No. 1**

The Company had entered into a Shareholders' Agreement dated June 30, 2021 executed amongst the Company, InterGlobe Enterprises Private Limited and Iris Holding I Inc. ("**Shareholders' Agreement**").

In view of commercial and operational discussion and agreement amongst the parties to the Shareholders' Agreement, it is proposed to amend the Shareholders' Agreement. The proposed amendment requires the shareholders consent pursuant to Clause t of Part II of Shareholders Reserved Matters.

A copy of the proposed amended Shareholders' Agreement is attached herewith and the same shall also be available for inspection in physical by the members at the registered office of the Company during normal business hours on all working days from the date of dispatch of the notice, up to the last date of voting i.e. March 6, 2026.

None of the Directors of the Company or their relatives, or the Key Managerial Personnel or their relatives, are concerned or interested, financially or otherwise, in the above said resolution.

The Board of Directors through resolution passed by circulation dated February 27, 2026, approved the aforesaid proposal, subject to the approval of the Members, and accordingly recommends the same to the Members for their approval by way of special resolution.

**Item No. 2**

The Company has entered into Shareholders' Agreement between the Company, InterGlobe Enterprises Private Limited and Iris Holding I Inc. ("**Shareholders' Agreement**"). In view of commercial and operational discussion and agreement amongst the parties to the Shareholders' Agreement, it is proposed to amend the Shareholders' Agreement. Consequent to and in alignment with the proposed amendments to the Shareholders' Agreement, it is also proposed to amend the Articles of Association of the Company in the manner more specifically mentioned in the proposed resolutions, so that the constitutional documents of the Company are consistent with the commercial understanding of the joint venture parties and the current governance framework of the Company.

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- **Article 11.1(a) of Part B is hereby deleted in its entirety and replaced with the following:**

At any time during the period specified in Section 11.1 of the Shareholders' Agreement, UPS shall have the option at its sole discretion (the "Ten-Year Call Option") to: (i) purchase (or designate an Affiliate to purchase) all (but not less than all) of the Equity Stock then owned by InterGlobe and its Affiliates at a purchase price to be determined in the manner set out Paragraph 2 of Schedule F of the Shareholders' Agreement ("Ten-Year Call Purchase Price"), as adjusted in accordance with the terms of the Shareholders' Agreement and Article 11.10 or (ii) cause the Joint Venture Company to redeem shares of Equity Stock, in full or in part, held by InterGlobe and its Affiliates at such price as specified in, and in accordance with, Article 11.8. UPS's right to exercise the Ten-Year Call Option shall not lapse until the expiry of the period specified in Section 11.1 of the Shareholders' Agreement (if no Equity Value Determination Notice has been submitted on or prior to such date), even if it is not taken up (for whatever reason) as soon as such right arises. Prior to exercising the Ten-Year Call Option, UPS shall deliver a notice that it requests a determination of the Equity Value in accordance with the Shareholders' Agreement (an "Equity Value Determination Notice") to InterGlobe, following which the Equity Value and the FEMA Equity Value will be determined pursuant to Article 11.7; provided, that UPS shall not provide more than one Equity Value Determination Notice during any twelve (12) month period. If UPS elects to exercise its Ten-Year Call Option, UPS shall deliver written notice of such exercise (the "Ten-Year Call Option Exercise Notice") to InterGlobe within thirty (30) days following the later of (w) receipt of the determination of the Equity Value pursuant to Article 11.7, and (x) receipt of the determination of the FEMA Equity Value pursuant to Article 11.7(d). Such Ten-Year Call Option Exercise Notice shall set forth the date and location of the closing of the purchase of InterGlobe's Equity Stock (which closing shall occur not later than the later of (i) sixty (60) days following receipt of the Ten-Year Call Option Exercise Notice and (ii) thirty (30) days following receipt of any regulatory approvals required in connection with such purchase). InterGlobe shall procure resignation of the InterGlobe Directors with effect from the closing of the Ten-Year Call Option.

- **Article 11.2(a) of Part B is hereby deleted in its entirety and replaced with the following:**

At any time during the period specified in Section 11.2 of the Shareholders' Agreement, InterGlobe shall have the option at its sole discretion (the "Ten-Year Put Option") to (i) sell (and/or designate an Affiliate to sell) all (but not less than all) of the Equity Stock then owned by InterGlobe and its Affiliates to UPS or its designee at a purchase price to be determined in the manner set out in Paragraph 3 of Schedule F of the Shareholders' Agreement (the "Ten-Year Put Purchase Price"), as adjusted in accordance with the terms of the Shareholders' Agreement and Article 11.10 or (ii) cause the Joint Venture Company to redeem shares of Equity Stock, in full or in part, held by InterGlobe and its Affiliates at such price as specified in, and in accordance with, Article 11.8. InterGlobe's right to exercise the Ten-Year Put Option shall not lapse, until the expiry of the period specified in Section 11.2 of the Shareholders'

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Agreement (if no Equity Value Determination Notice has been submitted on or prior to such date), even if it is not taken up (for whatever reason) as soon as such right arises. Prior to exercising the Ten- Year Put Option, InterGlobe shall deliver an Equity Value Determination Notice to UPS, following which the Equity Value and the FEMA Equity Value will be determined pursuant to Article 11.7; provided, that InterGlobe may not provide more than one Equity Value Determination Notice during any twelve (12) month period. If InterGlobe elects to exercise its Ten-Year Put Option, InterGlobe shall deliver written notice of such exercise (the “Ten-Year Put Option Exercise Notice”) to UPS within thirty (30) days following (w) receipt of the determination of the Equity Value pursuant to Article 11.7, and (x) receipt of the determination of the FEMA Equity Value pursuant to Article 11.7(d). Such Ten-Year Put Option Exercise Notice shall set forth the date and location of the closing of the purchase of InterGlobe’s Equity Stock (which closing shall occur not later than the later of (i) sixty (60) days following receipt of the Ten-Year Put Option Exercise Notice and (ii) thirty (30) days following receipt of any regulatory approvals required in connection with such purchase). InterGlobe shall procure resignation of the InterGlobe Directors with effect from the closing of the Ten-Year Put Option.

- **Article 11.4 of Part B is hereby deleted in its entirety and replaced with the following:**

UPS Call Option in the Event of Material Breach by InterGlobe. Following the Effective Date, if InterGlobe becomes a Breaching Shareholder, UPS shall have the option at its sole discretion (the “Breach Call Option”) to: (a) purchase (or designate an Affiliate to purchase) all (but not less than all) of the Equity Stock then owned by InterGlobe and/or any of its Affiliates at a purchase price determined in accordance with paragraph 4 of Schedule F of the Shareholders’ Agreement (the “Breach Call Purchase Price”), as adjusted in accordance with the terms of the Shareholders’ Agreement and Article 11.10 or (b) cause the Joint Venture Company to redeem shares of Equity Stock, in full or in part, held by InterGlobe and its Affiliates at such price as specified in, and in accordance with, Article 11.8. Prior to exercising its Breach Call Option, UPS shall deliver an Equity Value Determination Notice to InterGlobe, following which the Equity Value and the FEMA Equity Value will be determined pursuant to Article 11.7. If UPS elects to exercise its Breach Call Option, UPS shall deliver written notice of such exercise (the “Breach Call Option Exercise Notice”) to InterGlobe within thirty (30) days following the later of (w) receipt of the determination of the Equity Value pursuant to Article 11.7; and (x) receipt of the determination of the FEMA Equity Value pursuant to Article 11.7(d). Such Breach Call Option Exercise Notice shall set forth the date and location of the closing of the purchase/redemption of InterGlobe’s Equity Stock (which closing shall occur not later than the later of (i) sixty (60) days following receipt of the Breach Call Option Exercise Notice and (ii) thirty (30) days following receipt of any regulatory approvals required in connection with such purchase/redemption). In the event UPS exercises the Breach Call Option pursuant to this Article 11.4, for a period equal to the length of the Restricted Period, InterGlobe shall not establish or conduct any Restricted Business.

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- **Article 11.5(a) of Part B is hereby deleted in its entirety and replaced with the following:**

Following the Effective Date, if UPS becomes a Breaching Shareholder, InterGlobe shall have the option at its sole discretion (the "Breach Put Option") to (i) sell (and/or designate an Affiliate to sell) all (but not less than all) of the Equity Stock then owned by InterGlobe and/or any of its Affiliates to UPS or its designee at a purchase price determined in accordance with Paragraph 6 of Schedule F of the Shareholders' Agreement (the "Breach Put Purchase Price"), as adjusted in accordance with the terms of the Shareholders' Agreement and Article 11.10 or (ii) cause the Joint Venture Company to redeem shares of Equity Stock, in full or in part, held by InterGlobe and its Affiliates at such price as specified in, and in accordance with, Article 11.8 (it being clarified that no premium shall be applicable in the event the Breach Put Option is triggered on account of an act included as Material Breach in Section 11.3(h) of the Shareholders' Agreement). Prior to exercising its Breach Put Option, InterGlobe shall deliver an Equity Value Determination Notice to UPS, following which the Equity Value and the FEMA Equity Value will be determined pursuant to Article 11.7. If InterGlobe elects to exercise its Breach Put Option, InterGlobe shall deliver written notice of such exercise (the "Breach Put Option Exercise Notice") to UPS within thirty (30) days following the later of (w) receipt of the determination of the Equity Value pursuant to Article 11.7, and (x) receipt of the determination of the FEMA Equity Value pursuant to Article 11.7(d). Such Breach Put Option Exercise Notice shall set forth the date and location of the closing of the sale of InterGlobe's Equity Stock (which closing shall occur not later than the later of (i) sixty (60) days following receipt of the Breach Put Option Exercise Notice and (ii) thirty (30) days following receipt of any regulatory approvals required in connection with such purchase).

- **Article 11.7(d)(ii) of Part B is hereby deleted in its entirety and replaced with the following:**

In respect of a Dilutive Equity Contribution or any other issuance of Equity Stock at the Adjusted Equity Value Share Price or a transfer or redemption of Equity Stock under Article 11.4 or Article 11.5, each of the Joint Venture Company and the Shareholders acknowledges that: (a) the Shareholders' Agreement sets out the commercially agreed price at which such transactions shall be undertaken; (b) in case of Article 11.4, UPS shall have sole control of, and responsibility for, appointing and instructing the FEMA Valuer to deliver the FEMA Valuation Report for the purposes of compliance with the FEMA. For the avoidance of any doubt, except to the extent required by UPS, InterGlobe shall not have any role, or otherwise be entitled to participate in any manner, in the appointment of, or issuance of instructions to, the FEMA Valuer. UPS agrees that such FEMA Valuation Report shall be prepared in accordance with FEMA; and (c) in case of Article 11.5, InterGlobe shall have sole control of, and responsibility for, appointing and instructing the FEMA Valuer to deliver the FEMA Valuation Report for the purposes of compliance with the FEMA. For the avoidance of any doubt, except to the extent required by InterGlobe, UPS shall not have any role, or otherwise be entitled to participate in

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any manner, in the appointment of, or issuance of instructions to, the FEMA Valuer. InterGlobe agrees that such FEMA Valuation Report shall be prepared in accordance with FEMA.

- **Article 11.8 of Part B is hereby deleted in its entirety and replaced with the following:**

FEMA Valuations and Redemption.

(a) In connection with any transaction pursuant to Section 8.12(c)(ii) of the Shareholders' Agreement, Article 11.1, Article 11.2, Article 11.4 or Article 11.5, if the FEMA Valuation Report reflects a FEMA Equity Value that is more than the Adjusted Call/Put Equity Value, such that either UPS or InterGlobe could not exercise the applicable Call/Put Option by UPS paying the applicable Call/Put Purchase Price in compliance with applicable Law absent the approval of the Reserve Bank of India, then at UPS's or InterGlobe's sole discretion (depending on the party that has exercised applicable Call/Put Option), the approval of the Reserve Bank of India may be sought, and if such approval is not applied for or where such approval is applied for but is not forthcoming, then at UPS or InterGlobe's election (depending on the party that has exercised applicable Call/Put Option), the Joint Venture Company will (X) redeem all but not less than all Equity Stock held by InterGlobe and its Affiliates (whether through a buy-back of such shares or a reduction in share capital), subject to applicable Law and any required Governmental Entities' approvals, such that InterGlobe and its Permitted Affiliates receive the applicable Call/Put Purchase Price, as adjusted in accordance with the terms of the Shareholders' Agreement and Article 11.10 plus the Incremental Tax Amount, or (Y) redeem (whether through a buy-back of such shares or a reduction in share capital) that number of shares of Equity Stock held by InterGlobe and its Affiliates in accordance with this Article 11.8 such that, following such redemption, the applicable Alternative Call/Put Purchase Price is equal to the applicable Call/Put Purchase Price and, as a condition to such redemption, UPS shall purchase the remaining shares of Equity Stock held by InterGlobe and its Affiliates at: (A) the applicable Alternative Call/Put Purchase Price (which, upon redemption, is equal to the applicable Alternative Call/Put Purchase Price) plus (B) the Incremental Tax Amount (it being understood that the redemption and purchase shall be completed on the same date and any document (including, schemes to be submitted before the Governmental Entity) for such redemption shall be given effect simultaneously with the completion of the purchase of the remaining Equity Shares held by InterGlobe and its Affiliates), subject to applicable Law and any required Governmental Entities' approvals, such that after the completion of the process set forth in this Article 11.8, InterGlobe and its Permitted Affiliates receive: (A) the applicable Call/Put Purchase Price, as adjusted in accordance with the terms of the Shareholders' Agreement and Article 11.10 plus (B) the Incremental Tax Amount, and ultimately an amount equal to: (A) the Final Consideration (whether through a buy-back of such shares or a reduction in share capital or purchase of Equity Stock or any combination thereof) plus (B) the Incremental Tax Amount. For avoidance of doubt, the Incremental Tax Amount shall only be paid if any part of the transaction is structured in a manner other than sale and purchase of the Equity Stock held by InterGlobe and its Affiliates.

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For purposes of this Article 11.8(a), “Incremental Tax Amount” means the difference between: (a) the Tax that would have been payable by InterGlobe and its Affiliates upon receipt of consideration had the transaction been structured solely by way of sale and purchase of the Equity Stock held by InterGlobe and its Affiliates; and (b) the Tax payable by InterGlobe and its Affiliates upon receipt of consideration where the transaction has been structured by way of redemption and/or a combination of such redemption and sale/purchase of the Equity Stock held by InterGlobe and its Affiliates; provided, that, for the avoidance of doubt, any Incremental Tax payable by InterGlobe and its Affiliates due to the receipt of the Incremental Tax Amount shall be grossed-up and be included in the determination of the Incremental Tax Amount; provided, further, that (i) if the applicable Call/Put Option is the Breach Call Option, the Incremental Tax Amount shall be deemed to be NIL i.e., it will be payable (or otherwise borne) by IGE.

(b) To the extent that any approval of the Board or the shareholders of the Joint Venture Company is required to effect such redemption or any matter related thereto, each Shareholder agrees that it will vote its shares in favor of, and will cause its Directors to vote in favor of, any resolution or written consent authorizing such redemption or related matter. If for any reason such redemption cannot be completed with the result that InterGlobe and its Permitted Affiliates cannot receive the: (A) Final Consideration and (B) the Incremental Tax Amount in the aggregate, the parties to the Shareholder’s Agreement will cooperate in good faith to effectuate a legally permissible alternative that results in the same commercial objective. References to purchase and sale of Equity Stock under Part B of these Articles shall, unless the context requires otherwise, include a redemption under this Article 11 (whether through a buyback of such shares or a reduction in share capital or a combination thereof) wherever applicable and permissible.

• **The following definitions set forth in Schedule A of AOA be and are hereby amended with the following definitions:**

- a) “Enterprise Value” means, as of a given Valuation Date, the enterprise value of the Joint Venture Company on a consolidated basis as a going concern, determined in accordance with the procedures set forth in Article 11.7; provided, that, for the purpose of determination of the Enterprise Value, the Joint Venture Company’s revenue and cost shall exclude the Excluded Amount.
- b) “Equity Value” means an amount determined by the Party Appraiser(s) in accordance with the procedures set forth in Article 11.7, which takes into account the Enterprise Value and other adjustments (including, Cash, debt, debt-like items and an adjustment based on a normalized level of working capital) as determined by the Party Appraiser resulting in a true and accurate equity value of the Joint Venture Company on a consolidated basis as a going concern; provided, that, for the purpose of determination

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of the Equity Value, the Joint Venture Company's revenue and cost shall exclude the Excluded Amount.

- c) "FEMA Equity Value" means an amount equal to the fair market value of the outstanding equity of the Joint Venture Company on a consolidated basis, calculated as of the Valuation Date and determined in accordance with the procedures set forth in Article 11.7(d); provided, that, if and to the extent permissible under applicable Law, for the purpose of determination of the FEMA Equity Value, the Joint Venture Company's revenue and cost shall exclude the Excluded Amount; provided, further, that the parties agree (a) that the terms set forth in the preceding proviso constitute a negotiated, arm's length agreement and (b) to instruct and direct the FEMA Valuer to exclude the Excluded Amount from the Joint Venture Company's revenue and cost, if and to the extent permissible under applicable Law, for the purpose of determination of the FEMA Equity Value.

• **Schedule A of AOA is hereby amended to add the following definition, inserted in appropriate alphabetical order:**

- a) "Adjusted Call/Put Equity Value" means, as applicable, the Adjusted Ten-Year Call Equity Value, the Adjusted Ten-Year Put Equity Value, the Adjusted Breach Call Equity Value, the Adjusted Breach Put Equity Value or the Adjusted Global Divestiture Put Equity Value, as determined in accordance with paragraph 8 of Schedule F of the Shareholders' Agreement.
- b) "Alternative Call/Put Purchase Price" means, as applicable, Alternative Ten-Year Call Purchase Price, Alternative Ten-Year Put Purchase Price, Alternative Breach Call Purchase Price, Alternative Breach Put Purchase Price, Alternative Global Divestiture Put Purchase Price, as determined in accordance with paragraph 5 of Schedule F of the Shareholders' Agreement.
- c) "Call/Put Option" means, as applicable, the Ten-Year Call Option, the Ten-Year Put Option, the Breach Call Option, the Breach Put Option or the Global Divestiture Put Option.
- d) "Call/Put Purchase Price" means, as applicable, the Ten-Year Call Purchase Price, the Ten-Year Put Purchase Price, the Breach Call Purchase Price, the Breach Put Purchase Price or the Global Divestiture Put Purchase Price.

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- e) “Excluded Amount” means, in relation to the amount to be deducted from the Joint Venture Company’s revenue and cost for the purposes set forth in this Agreement, that portion of the gross revenue recognized by the Joint Venture Company in connection with the international, cross-border logistics services and solutions that is payable as fees by the Joint Venture Company to UPS or its Affiliates pursuant to the International Services Agreement, representing the amounts collected by the Joint Venture Company on behalf of UPS or its Affiliates for such international, cross-border services; provided, that, for the avoidance of doubt, no portion of the revenue or cost that relates to or arises from the Domestic Transportation Services provided by the Joint Venture Company to UPS or its Affiliates pursuant to Section 8.13 of the Shareholders’ Agreement shall be included in the Excluded Amount. An illustration in this regard has been provided below:

<i>Illustrative</i>	Current Scope	Incremental resale of UPS International	Recorded by MOVIN	Excluded Amount	Results used for Valuation
<b>Gross Revenue</b>	<b>1,000</b>		<b>1,100</b>		<b>1,005</b>
Domestic	1,000		1,000		1,000
International	-	100	100	(95)	5
<b>Direct costs</b>	<b>850</b>		<b>945</b>		<b>850</b>
Domestic	850		850		850
International	-	95	95	(95)	-
<b>Net Revenue</b>	<b>150</b>		<b>155</b>		<b>155</b>
Domestic	150		150		150
International	-	5	5		5
<b>Selling, General, and Administrative costs</b>	<b>50</b>	<b>2</b>	<b>52</b>		<b>52</b>
<b>Earnings before interest and tax</b>	<b>100</b>		<b>103</b>		<b>103</b>
Tax	35		36		36
Profit	65		67		67

- f) “Healthcare Logistics Services” has the meaning set forth in Section 1.1 of the Shareholders’ Agreement.
- g) “International Services Agreement” means the Transportation Services Reseller Agreement to be executed between the Joint Venture Company and UPS or its Affiliates



(in accordance with the terms of Amendment to the Shareholders' Agreement), as it may be amended, modified or supplemented from time to time.

h) "Ticking Amount" means the InterGlobe Share multiplied by the aggregate EBIT of the Joint Venture Company (on a consolidated basis using the management accounts) for the period between the Valuation Date and Closing Date, which EBIT shall be (a) actual EBIT for the portion of such period with respect to which EBIT is determinable as of the Closing Date and estimated EBIT for the portion of such period with respect to which EBIT is not determinable as of the Closing Date; provided, that, for the purpose of determination of the Ticking Amount, the Joint Venture Company's revenue and cost shall exclude the Excluded Amount.

• **Following definitions in Schedule A of AOA be and are hereby deleted in entirety:**

- a) "Adjusted Breach Equity Value" shall be determined in accordance with paragraph 8 of Schedule F of the Shareholders' Agreement.
- b) "Alternative Breach Call Purchase Price" shall be determined in accordance with paragraph 5 of Schedule F of the Shareholders' Agreement.

The existing Articles of Association of the Company contain an entrenchment provision requiring that AOA only be altered, replaced or deleted with a special resolution; provided that the consent of each Shareholder that owns Equity Stock representing more than 15% (Fifteen Percent) of the total outstanding Equity Shares (determined on a Fully Diluted Basis) shall be required for passing of such special resolution, other than where such alteration of these Articles is in accordance with Article 14.2 of Part B of these Articles.

Accordingly, the approval of the Members by way of a Special Resolution under Section 14 of the Companies Act, 2013 is being sought.

A copy of the proposed amended Articles of Association (AOA) and other relevant documents are available for inspection in physical by the members at the registered office of the Company during normal business hours on all working days from the date of dispatch of the notice, up to the last date of voting i.e. March 6, 2026.

None of the Directors of the Company or their relatives, or the Key Managerial Personnel or their relatives, are concerned or interested, financially or otherwise, in the above said resolution.

**REGISTERED OFFICE**  
Movin Express Private Limited  
(formerly known as Iris Transportation Services Pvt. Ltd.)  
Third Floor, Dr. Gopal Das Bhawan,  
2B, Barakhamba Road, New Delhi - 110001.  
Telephone : +91 11 4351 3100


**CORPORATE OFFICE**  
4<sup>th</sup> Floor, Block 3B,  
DLF Corporate Park,  
DLF City Phase - III, Gurugram,  
Haryana, 122002.

Telephone : +91 0124 4292521  
CIN : U63030DL2020PTC367959  
Website : [www.movin.in](http://www.movin.in)



The Board of Directors through resolution passed by circulation dated February 27, 2026, approved the aforesaid proposal, subject to the approval of the Members, and accordingly recommends the same to the Members for their approval by way of special resolution.

**By Order of the Board  
FOR MOVIN EXPRESS PRIVATE LIMITED**

  
**(Firdos Khan)  
Authorised Signatory**

Date: 27.02.2026

Place: Gurgaon

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