



INBREW BEVERAGES PRIVATE LIMITED

(Formerly known as Molson Coors India Private Limited)

CIN: U99999DL1972PTC318242

Registered Office: 406 KUSAL BAZAR 32-33 NEHRU PLACE NEW DELHI 110019

Email: intimation@inbrew.com

NOTICE

SHORTER NOTICE IS HEREBY GIVEN THAT EXTRA ORDINARY GENERAL MEETING OF THE MEMBERS OF INBREW BEVERAGES PRIVATE LIMITED ("COMPANY") WILL BE HELD ON THURSDAY, THE 1ST DAY OF JUNE 2023 AT 11:00 A.M. (IST) AT THE MILLENIA NO. 1&2, TOWER-B, MURPHY ROAD, ULSOOR, BENGALURU, KARNATAKA-650008 TO TRANSACT THE FOLLOWING BUSINESS:

ITEM NO. 1: APPOINTMENT OF MRS. ANJALI SUBHASH (DIN: 00644805) AS AN INDEPENDENT DIRECTOR OF THE COMPANY.

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 Sections 149, 150, 152, 160 read with Schedule IV and any other applicable provisions of the Companies Act, 2013 and the Companies (Appointment and Qualifications of Directors) Rules, 2014 (including any statutory modification(s) or re-enactment thereof for the time being in force), and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('Listing Regulations'), Mrs. Anjali Subhash (DIN: 00644805), who was appointed as an additional Director of the Company in Independent Category and who holds office up to the date of the ensuing General Meeting of the Company (within 3 months), who has submitted a declaration that she meets the criteria for independence as provided in Section 149(6) of the Companies Act, 2013, and the rules made thereunder and Regulation 16(1) (b) of the Listing Regulations and is eligible for appointment, be and is hereby appointed as an Independent Director of the Company, not liable to retire by rotation, for term of one year with effect from 31.03.2023 to 30.03.2024 at a sitting fees amounting INR 50,000 per meeting.

“FURTHER RESOLVED THAT the Board of Directors be and is hereby authorized to do all such acts, deeds and things and take all such steps as may be necessary, proper or expedient to give effect to this resolution.”

ITEM NO. 2: APPROVAL OF ‘INBREW EQUITY LINKED REWARD PLAN-2023’

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 62 and other applicable provisions, if any, of the Companies Act, 2013 read with rules made thereunder (including any statutory amendment, modification or re-enactment to the Act, for the time being in force), the Memorandum and Articles of Association of the Company, and subject to such other approvals, permissions, sanctions, conditions and modifications as may be prescribed or imposed while granting such approvals, permissions and sanctions, the consent of the shareholders be and is hereby accorded for the implementation of ‘Inbrew Equity Linked Reward Plan-2023’ (Inbrew Plan’) and to create, offer, issue and allot in one or more tranches under the Inbrew Plan at any time to or for the benefit of employees and Directors (other than Promoters of the Company, Independent Directors and Directors holding directly or indirectly more than 10% of the outstanding Equity Shares of the Company) of the Company for such number of stock options which could give rise to the issue of class B of equity shares with non-voting rights (hereinafter collectively referred to as "Securities") of the Company, not exceeding 669401 in aggregate, at such price and on such terms and conditions as may be fixed or determined by the Board of Directors in accordance with the applicable provisions of any law as may be prevailing at that time.”

“**RESOLVED FURTHER THAT** the Company’s Board of Directors and any committee formed for this purpose be and is hereby authorised to issue and allot Securities to the eligible employees from time to time in accordance with Inbrew Plan.”

“**RESOLVED FURTHER THAT** the Board is empowered to make fair and reasonable adjustment, in its sole and absolute discretion in accordance with applicable law to the terms of grant made under Inbrew Plan in case of any corporate action(s) such as rights issues, bonus issues, change in capital structure, merger and sale of division/undertaking or other re-organisation, change in capital and others, or sub-division or consolidation of Securities.”

RESOLVED FURTHER THAT the Company's board of directors be and is hereby authorized at any time to implement, formulate, evolve, decide upon and bring into effect Inbrew Plan and to modify, change, vary, alter, amend, revise, suspend or terminate Inbrew Plan subject to the compliance with the applicable laws and regulations including but not limited to, amendment(s) with respect to price, period, eligibility criteria or to suspend, withdraw, terminate or revise the Inbrew Plan in such manner as it may determine in its sole discretion and to do all such acts, deeds, matters and things as may at its absolute discretion deems fit, for such purpose and also to settle any issues, questions, difficulties or doubts that may arise in this regard and to the Securities to be issued pursuant to the proposed Inbrew Plan without being required to seek any further consent or approval of the members and further to execute all such documents, writings and to give such directions and or instructions as may be necessary or expedient to give effect to such modification, change, variation, alteration, amendment, suspension or termination of the Inbrew Plan and do all other things incidental and ancillary thereof."

"RESOLVED FURTHER THAT Board of Directors of the Company be and are hereby authorized jointly and/or severally to do all such acts, deeds, matters and things as may be necessary or expedient including filing of necessary documents, intimations including e-forms with regulatory authorities and to settle any questions, difficulties or doubts that may arise in this regard at any stage in connection to Inbrew Plan."

"RESOLVED FURTHER THAT board of directors, be and are hereby severally authorised to undertake such necessary actions in order to facilitate the effective implementation and administration of Inbrew Plan and to do all such acts, deeds, matters and things as may be usual and expedient to implement this resolution."

**By Order of the Board
For Inbrew Beverages Private Limited**

Place: New Delhi

Date: 31.05.2023



Ruchi Negi

Company Secretary

M.No.A39287

Add: J-56, F-1, F/F, Dilshad Colony,

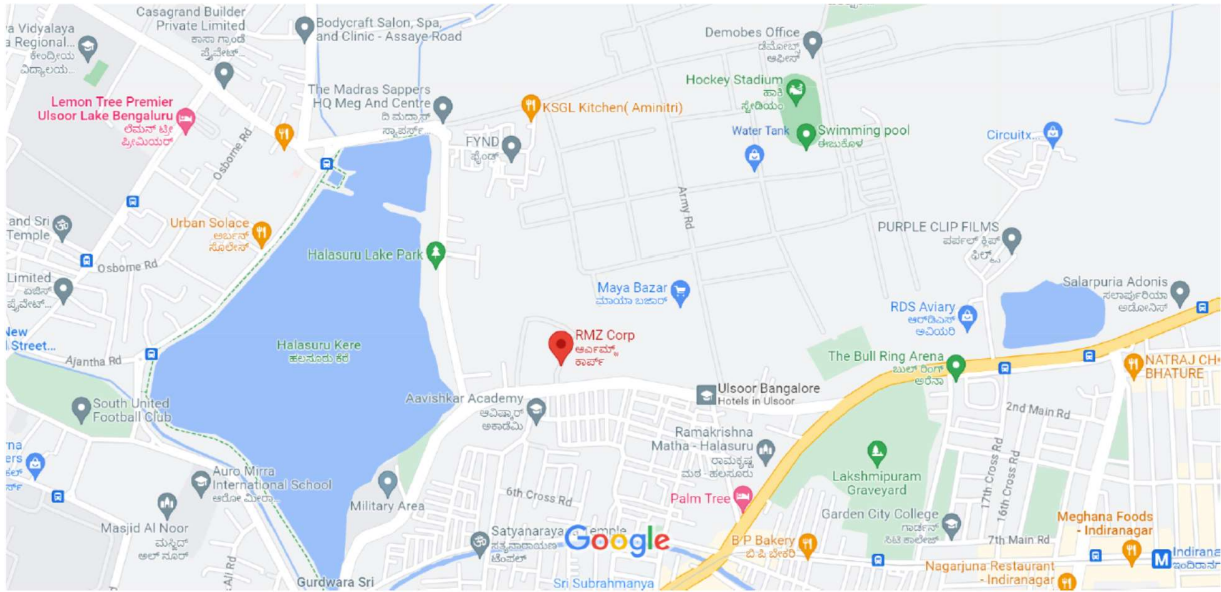
Delhi-110095

NOTES:

- (a) The Meeting is being convened at a shorter notice, hence consent of members shall be obtained prior to the commencement of the meeting as per the prescribed requirement.
- (b) *A member entitled to attend and vote at the Extraordinary General Meeting (the "Meeting") is entitled to appoint a proxy to attend and vote instead of himself and the proxy need not be a member of the Company. The instrument appointing the proxy should, however, be deposited at the registered office of the Company before the commencement of the Meeting. A person can act as a proxy on behalf of members holding in the aggregate not more than ten percent of the total share capital of the Company carrying voting rights. A member holding more than ten percent of the total share capital of the Company carrying voting rights may appoint a single person as proxy and such person shall not act as a proxy for any other person or shareholder.*
- (c) *Corporate members intending to send their authorised representative(s) to attend the Meeting are requested to send to the Company a certified true copy of the relevant Board Resolution together with the specimen signature(s) of the representative(s) authorised under the said Board Resolution to attend and vote on their behalf at the Meeting.*
- (d) *Attendance slip, proxy form MGT-11 and route map of the venue of the Meeting are annexed hereto.*
- (e) *A Statement pursuant to Section 102(1) of the Companies Act, 2013 relating to the Special Business to be transacted at the Meeting is annexed hereto.*
- (f) *In case of joint holders attending the Meeting, only such joint holder who is higher in the order of names will be entitled to vote at the Meeting.*
- (g) *Relevant documents referred to in the Notice are open for inspection by the members at the Registered Office of the Company on all working days during business hours up to the date of the Meeting. The aforesaid documents will be also available for inspection by members at the Meeting.*

ROUTE MAP TO THE VENUE OF THE EGM

THE MILLENIA NO. 1&2, TOWER-B, MURPHY ROAD, ULSOOR, BENGALURU,
KARNATAKA-650008



EXPLANATORY STATEMENT PURSUANT TO SECTION 102 OF THE COMPANIES ACT, 2013:

ITEM NO. 1: APPOINTMENT OF MRS. ANJALI SUBHASH (DIN: 00644805) AS AN INDEPENDENT DIRECTOR OF THE COMPANY.

Mrs. Anjali Subhash was appointed as an Additional Director of the company on 31.03.2023 in terms of Section 161 (1) of the Companies Act, 2013 in the category of 'Non-Executive Independent' in terms of the Companies Act, 2013. Mrs. Anjali Subhash, an Additional Director shall hold office up to the date of the ensuing General Meeting of the Company (within 3 months) and be eligible for appointment to the office of a Director at General Meeting in terms of Section 160 of the Companies Act, 2013. Mrs. Anjali Subhash is not disqualified from being appointed as an Independent Director in terms of Section 164 of the Act and has given her consent to act as Director (in the category of Independent Director). The Board considers that his association would be of immense benefit to the Company and it is desirable to avail services of Mrs. Anjali Subhash as an Independent Director. In order to ensure compliance with the provisions of Sections 149 and 152 of the Companies Act, 2013 read with Rules made there under and Schedule IV of the Act, it is proposed that approval of the shareholders be accorded for the appointment of Mrs. Anjali Subhash as 'Non-executive Independent Director' for a term up to 1 (one) year commencing from the date of her appointment as an Additional Director i.e. 31.03.2023 to 30.03.2024. Accordingly, the Board of Directors recommends the passing of the above resolution as a Special Resolution as set out in the item no.1 of the notice for appointment of Mrs. Anjali Subhash.

Save and except Mrs. Anjali Subhash, Independent Director, being an appointee, none of the other Directors/Key Managerial Personnel and their relatives is in any way interested or concerned financially or otherwise, in the Resolution set out in the notice.

ITEM NO. 2: APPROVAL OF 'INBREW BEVERAGES PRIVATE LIMITED - EMPLOYEE STOCK OPTION PLAN 2023'

Equity based compensation is considered to be an integral part of employee compensation across sectors which enables alignment of personal goals of the employees with organizational objectives by participating in the ownership of the Company through stock-based compensation scheme.

Brief description of the Plan	This employee stock option Plan shall be called the 'Inbrew Equity Linked Reward Plan- 2023' ("Inbrew Plan").
-------------------------------	---

	<p>The primary objective of the Plan is to reward Eligible Employees, (as may be selected by the Board of Directors or by the Committee, from time to time), for their association, dedication and contribution to the goals of the Company. The Company intends to use this Plan to attract, retain and motivate key talent working with the Company or its Holding and Subsidiary Companies, as the case may be. The Company views employee stock options as incentive tools that would enable the eligible Employees not only to become co-owners, but also to create wealth out of such ownership in future.</p>
Total number of options to be granted and maximum number of options that can be granted under the Plan	<p>The total number of class B non-voting shares to be allotted pursuant to exercise of Options under Inbrew Plan to the Eligible Employees shall not cumulatively exceed 6,69,401 shares.</p>
Identification of class of employees to participate in the scheme	<p>Following classes of employees, subject to selection by the Board, are entitled to participate in Inbrew Plan:</p> <ul style="list-style-type: none"> a) a permanent employee of the Company who has been working in India or outside India; or b) a director of the Company, whether a whole-time director or not, but at all times excluding an independent director of the Company. c) an employee as defined in clause (a) or (b) of a subsidiary, in India or outside India, or of a holding company of the Company <p>but shall not include -</p> <ul style="list-style-type: none"> (i) an employee who is a promoter or a person belonging to the promoter group (except as provided below); or (ii) a director who either himself or through his Relative or through anybody corporate, directly or indirectly, holds more than ten percent of the outstanding equity shares of the Company. <p>For the avoidance of any doubt, the term 'Employee' for the purpose of above assessment shall only include</p>

	employees whose services/employment have been confirmed (and are not rendering services in their probationary period) by the Company/ Holding company/ Subsidiary company.
Requirements of vesting and vesting period, maximum period within which options will get vested	<ul style="list-style-type: none"> • The minimum vesting period of Options shall be one year from the date of grant. • The maximum vesting period under the Plan should not exceed 5 (five) years from the date of grant. • Unless otherwise specified in Grant Letter and subject to continuous employment, Options shall Vest as per following schedule : <ul style="list-style-type: none"> • 50% of Option granted shall Vest on First anniversary of Grant Date • 25% of Option granted shall Vest on Second anniversary of Grant Date • 25% of Option granted shall Vest on Third anniversary of Grant Date
Appraisal Process for determining the eligibility of the employees to Employee Stock Options	Appraisal process for determining the eligibility of the Employees will be based on designation, period of service, performance linked parameters such as work performance and such other criteria as may be determined by the Board at its sole discretion, from time to time.
Exercise price and pricing formula	The Exercise Price per Option shall be such as may be determined by the Board which shall be the Fair Market Value per share or any other price as may be determined by the Board. The specific Exercise Price shall be intimated to the Option Grantee in the Grant Letter at the time of Grant.
Exercise period and process of exercise	The Exercise Period in respect of a Vested Option shall be subject to a maximum period of 6 (Six) years commencing from the Grant Date. The specific Exercise Period shall be intimated to the Option Grantee in the Grant Letter at the time of Grant.

	<p>The Board can decide the procedure for the exercise of Options and Allotment of Shares.</p> <p>A Vested Option shall be deemed to be validly exercised only when the Board or any other person authorized by the Board in this regard, receives written and physical or electronically signed notice of Exercise Application from the Option Grantee / Beneficiary and full payment of the Exercise Price, taxes (wherever arising) and any other sums due to the Company as per this Plan in respect of Exercise of the Option.</p>
Maximum number of options to be granted per employee and in aggregate	<p>The maximum number of Options that may be granted to an Eligible Employee will be determined by the Board on a case-to-case basis. The Board may in any financial year shall not grant options to an Eligible Employee which may be equal to or exceed 1% (One percent) of the issued equity share capital (excluding outstanding warrants and conversions) of the Company.</p>
Transfer restrictions	<p>Employee Stock Options shall not be transferable to any person except in the event of death of the Option Grantee.</p>
Conditions under which vested Option may lapse:	<ul style="list-style-type: none"> • If the Option Grantee / Nominee does not Exercise his Vested Options within the time period as specified by terms of this Plan, the Vested Options shall automatically lapse at the end of the aforesaid period without any obligations whatsoever on the Company (including the Board) and no rights in that regard will accrue to the Option Grantee after such date. • All the Vested Options which were not exercised and all the Unvested Options at the time of such termination of employment of an option holder for

	Cause shall stand forfeited/ lapsed with effect from the date of such termination.
Exercise period in the event of termination or resignation of employee	Subject to maximum Exercise Period stated in Inbrev Plan and the Grant Letter which shall be issued thereof, the Options can be exercised by the Eligible Employee within such duration as specified therein.
Method of accounting, valuation and disclosure policies of options	<p>The rules/regulations to be followed shall include but not limited to the Indian accounting standards/ Guidance Note on Accounting for Employee Share-based Payments and/ or any relevant Accounting Standards as may be prescribed by the Institute of Chartered Accountants of India or any other appropriate authority, from time to time, including the disclosure requirements prescribed therein.</p> <p>The Board shall make all the relevant disclosures in the Director's Board's Report or any other reports/documents in relation to this Plan as are required under the Companies Act and the Companies (Share Capital and Debentures) Rules, 2014 or any other applicable laws.</p>
Whether the Plan is implemented by Company or trust	Company

The draft of the ESOP 2023 shall be open for inspection by the members at the registered office of the Company during normal business hours on business days up to the date of this Extraordinary General Meeting.

The Board recommends the resolution(s) set out at item number 1 and 2 of this notice to the members for their consideration and approval, by way of special resolution.

None of the persons specified in Section 102 of the Act, namely the promoters, directors, key managerial persons, relatives of promoters, directors and key managerial persons or the entities comprising the interest of promoters, directors or key managerial persons, are concerned or interested in the above resolution. However, the directors and key managerial personnel may be

deemed to be concerned or interested in these resolutions to the extent of Options that be granted to them.

Place: New Delhi

Date: 31.05.2023

**By Order of the Board
For Inbrev Beverages Private Limited**



Ruchi Negi

Company Secretary

M.No.A39287

**Add: J-56, F-1, F/F, Dilshad Colony,
Delhi-110095**

ATTENDANCE SLIP

INBREW BEVERAGES PRIVATE LIMITED

CIN: U99999DL1972PTC318242

Registered Office:

406 KUSAL BAZAR 32-33 NEHRU PLACE NEW DELHI 110019.

Email: intimation@inbrew.com

EXTRA ORDINARY GENERAL MEETING

I/ We hereby record my/our presence at the Extra General Meeting of the Company ***on THURSDAY, the 1ST day of June 2023 at 11.00 A.M. (IST) at The Millenia No. 1&2, Tower-B, Murphy Road, Ulsoor, Bengaluru, Karnataka-650008.***

.....
Member Folio No	Member's Name in Capital Letters	Members Signature

Note:

Please complete the Folio No. and name, sign the attendance slip and handover at the attendance verification counter at the meeting hall.

NOTE: All logged members may share attendance in the chat box by writing their Member Folio No, Members name.

Form No. MGT-11

Proxy form

[Pursuant to section 105(6) of the Companies Act, 2013 and rule 19(3) of the Companies (Management and Administration) Rules, 2014]

INBREW BEVERAGES PRIVATE LIM ITED

CIN: U99999DL1972PTC318242

Registered Office: 406 KUSAL BAZAR 32-33 NEHRU PLACE NEW DELHI 110019.

Email: intimation@inbrew.com,

Name of the member (s):

Registered address:

E-mail Id:

Folio No/ Client Id:

DP ID:

I/We, being the member (s) of shares of the above named company, hereby appoint

1. Name: Address:.....

E-mail Id:..... Signature:....., or failing him

2. Name: Address:..... E-mail Id:..... Signature:....., or failing him

3. Name: Address:..... E-mail Id:..... Signature:....., or failing him

as my/our proxy to attend and vote (on a poll) for me/us and on my/our behalf at the / Extraordinary general meeting of the company, to be held on the 1st day of June 2023 At 11:00 a.m. at The Millenia No. 1&2, Tower-B, Murphy Road, Ulsoor, Bengaluru, Karnataka-650008 (place) and at any adjournment thereof in respect of such resolutions as are indicated below:

Resolution No. 1.....

Resolution No. 2.....

Signed this..... day of..... 20....

	<i>Affix Rs.1</i>
	<i>revenue</i>
	<i>Stamp</i>

Signature of shareholder

Signature of Proxy holder(s)

Note: This form of proxy in order to be effective should be duly completed and deposited at the Registered Office of the Company, not less than 48 hours before the commencement of the Meeting.
