Date: August 17, 2023

To,
Vertical Holdings II Pte. Ltd.
#11-01, Asia Square Tower 2,
12 Marina View,
Singapore

Kind Attention: Deborah Tan

Subject: Amendments to the SPA (*Defined below*)

1. We refer to the Share Purchase Agreement dated August 2, 2023 executed between Vertical Holdings II Pte. Ltd., Mr. Sunu P Mathew, LEAP India Private Limited, North Haven India Infrastructure Fund, TVS Shriram Growth Fund 3, Mayfield India II, Ltd, 360 One India Private Equity Fund, 360 One Seed Ventures Fund – Series 2, IndiaNivesh Growth and Special Situations Fund, and Sixth Sense India Opportunities - II ("**SPA**"). All capitalised terms used in this letter ("**Letter**") but not defined herein, shall have the same meaning as assigned to such terms under the SPA.

2. The Parties agree and confirm that on and from August 14, 2023, the definition of the term "Long Stop Date" under Clause 1.1 (*Definitions*) of the SPA, shall be replaced in its entirety by the following:

   ""***Long Stop Date*** *" shall mean: (i) September 20, 2023; or (ii) such other date as may be mutually agreed in writing between the Parties."*

3. The Parties agree and confirm that on and from August 14, 2023, the definition of the term "Sale Shares" under Clause 1.1 (*Definitions*) of the SPA, shall be replaced in its entirety by the following:

   "***Sale Shares*** *" shall mean, with respect to each Seller, the Securities of the Company held by such Sellers as set out against the name of such Seller under Part A of Schedule 1, collectively aggregating to a total of 5,74,61,200 (Five Crore Seventy Four Lakhs Sixty One Thousand Two Hundred) Equity Shares of the Company on a Fully Diluted Basis and constituting (in aggregate) to 53.4% of the Share Capital of the Company as of Closing Date"*

4. The Parties agree and confirm that on and from August 14, 2023, Part A of Schedule 1 of the SPA shall be deleted in the entirety and replaced with Schedule 1 of this Letter.

5. The Parties agree and confirm that on and from August 14, 2023, Paragraph number 2 of Schedule 8 of the SPA, shall be deleted in the entirety and replaced with Schedule 2 of this Letter.

6. The SPA shall be read and construed in conjunction with this Letter and the SPA shall be treated as varied, modified, amended, and supplemented in accordance with the provisions of this Letter. Save and except to the extent that the SPA is varied, modified, amended, and supplemented by this Letter, all other provisions of the SPA shall continue to be in full force and effect and shall continue to bind the Parties in accordance with the terms thereof. In the event of any inconsistency or conflict between the SPA and this Letter in respect of the matters set out herein, this Letter shall prevail only to the extent of such inconsistency or conflict. All references in the SPA to "this Agreement" shall be construed to mean the SPA as supplemented, varied, modified, and amended by this Amendment Agreement and any reference to the SPA in any other agreement or document shall be construed as a reference to the SPA as supplemented, varied, modified, and amended by this Amendment Agreement.

7. This Letter is hereby expressly designated as a 'Transaction Document' for the purposes of the SPA.

8. This Letter is supplemental to the SPA and Clause 1.1 (*Definitions*), Clause 1.2 (*Interpretation*), Clause 7.1 (*Representations and Warranties*), Clause 9 (*Notices*), Clause 11 (*Confidentiality*), Clause 12 (*Governing Law*), Clause 13 (*Dispute Resolutions*), and Clause 14 (*Miscellaneous*) of the SPA shall be deemed to be incorporated herein by reference and shall *mutatis mutandis* apply to this Letter.

9. Please countersign and return to us a copy of this Letter indicating your acknowledgement and confirmation of the same.

SCHEDULE 1

S. No.	Name of Seller	Details of Sale Shares			Shareholding Percentage (on a Fully Diluted Basis)	Sale Consideration
		Number of Sale Shares	Class of Sale Shares	Number of Sale Shares on Fully Diluted Basis		
1.	North Haven India Infrastructure Fund	5,536	Series D CCPS	1,88,77,600	17.54%	377,13,66,928.00
		88,803	Series F CCPS			
2.	TVS Shriram Growth Fund 3	55,842	Series C2 CCPS	1,22,66,000	11.40%	245,05,01,480.00
		1,565	Series E CCPS			
		3,395	Series F1 CCPS			
3.	Mayfield India II, Ltd	20,000	Equity Shares	94,75,400	8.80%	189,29,95,412.00
		5,040	Series A CCPS			
		24,463	Series A1 CCPS			
		19,835	Series B CCPS			
		5,584	Series C CCPS			
		1,565	Series E CCPS			
4.	360 One India Private Equity Fund	33,456	Series B CCPS	66,91,200	6.22%	133,67,67,936.00
5.	360 One Seed Ventures Fund – Series 2	2,000	Equity Shares	41,82,200	3.89%	83,55,19,916.00
		20,901	Series B CCPS			

S. No.	Name of Seller	Details of Sale Shares			Shareholding Percentage (on a Fully Diluted Basis)	Sale Consideration
		Number of Sale Shares	**Class of Sale Shares**	**Number of Sale Shares on Fully Diluted Basis**		
6.	Sixth Sense India Opportunities-II	5,584	Series C CCPS	42,71,800	3.97%	85,34,20,204.00
		12,284	Series C1 CCPS			
		1,565	Series E CCPS			
7.	IndiaNivesh Growth and Special Situations Fund	2,000	Equity Shares	16,97,000	1.58%	33,90,26,660.00
		2,858	Series B CCPS			
		5,584	Series C CCPS			
Total				**5,74,61,200**	**53.4%**	**1147,95,98,536.00**

SCHEDULE 2

2. TVS Shriram Growth Fund 3

Name of Seller's Bank Account	:	TVS SHRIRAM GROWTH FUND 3
PAN Number	:	AADTT1656Q
Bank	:	ICICI BANK LIMITED
Account Number	:	000905028903
IFSC Code	:	ICIC0000009
SWIFT Code	:	ICICINBB009
Branch Name	:	Nungambakkam High Road, Chennai