महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बँक व कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

21585935607492

Bank/Branch: IBKL - 6910334/Lower Parel [West]
Pmt Txn id : 729774019
Pmt DtTime : 29-JUL-2023@20:43:47
ChallanIdNo: 69103332023073050017
District : 7101-MUMBAI

Stationery No: 21585935607492
Print DtTime : 31-JUL-2023 18:33:13
GRAS GRN : MH005934303202324S
Office Name : IGR182-BOM1_MUMBAI CITY
GRN Date : 29-Jul-2023@20:43:49

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 42,00,000/- (Rs Four Two, Zero Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h)(A)(iv)--Agreement creating right and having monetary value
Prop Mvblty: N.A. Consideration: R 2,08,80,00,000/-
Prop Descr : Letter Agreement Minority Shareholders Share Purchase Agreement

Duty Payer: FID-202319990K,Vertical Holdings II Pte Ltd

Other Party: PAN-AACCL5087B,LEAP India Private Limited

Bank official1 Name & Signature

रुपा प्रेम डि Roopa Prem D
सहायक प्रबंधक Asst. Manager

Bank official2 Name & Signature

--- --- Space for customer/office use - - - Please write below this line --- ---

This stamp paper forms an integral part of the Letter Agreement dated August 4, 2023 executed between Vertical Holdings II Pte. Ltd., LEAP India Private Limited, Sargam Retail Private Limited, Rishabh Mariwala, Sanjay Raghunath HNI FDI, TCI Ventures Limited, Kemywood Industries, Mr. Sujit Cherian and Mrs. Preeti Sujit Cherian, Dipesh B Naik, Suchismita Satpathy, Anshu Srivastava, Sanjay Kothari, Chaitanya Deshpande, Prashant Yelurkar, Miracle Carriers & Trading Co., Jinesh Jain, Divya Rathi, Garima Malpani, Aman Kapoor, Anil Agrawal, Deepak Goyal, Sujay S Jagani, Swapneel Surinder Shah, Ceramet Consultants Pvt. Ltd, Govind Saboo, Rohit Doshi HUF, Amit Goyal, P Anitha, Anish Rathi, Deepa Jaithaliya, Madhu Prakash Singh, Priyank Jain, Anil Bafna, Jyoti Bhaiya, Nekita Jain, Prachi Desai and Chirayu Navalkar.

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

Date: August 4, 2023

To,

1. The Persons set out in **Annexure 1** hereto ("**Minority Shareholders**"); and

2. LEAP India Private Limited ("**Company**")

Subject: Acquisition of Securities of LEAP India Private Limited ("Company") held by the Minority Shareholders

1. Vertical Holdings II Pte. Ltd. ("**Investor**"), an entity managed/ controlled by Kohlberg Kravis Roberts & Co. L.P. (together with its affiliates, "**KKR**"), the Company and Mr. Sunu P. Mathew ("**Founder**") will enter into share purchase agreements ("**Major Shareholders' SPAs**") with the major existing shareholders of the Company (collectively the "**Major Shareholders**"), whereby the Investor has agreed to purchase the securities held by such Major Shareholders in the Company ("**Sale Shares**").

2. The Investor also has entered into a share subscription and purchase agreement ("**Founder SSPA**") with the Company, the Founder and his affiliates, subject to the terms and conditions of which, the Investor has agreed to (i) acquire certain equity shares of the Company from the Founder ("**Founder Sale Shares**"); and (ii) invest certain amount by way of subscribing to compulsorily convertible preference shares of the Company ("**Investor CCPS**"). As a result of the acquisition of the Sale Shares, the Founder Sale Shares and the Investor CCPS, the Investor will hold approximately 80% (eighty per cent) of the share capital of the Company.

3. The transactions contemplated under the Major Shareholders' SPAs and the Founder SSPA shall be referred to as "**Transaction**", and the Company and its subsidiaries shall be collectively referred to as "**Group Companies**".

4. **Sale and Purchase:** The Minority Shareholders hold such securities in the Company as are set out in **Annexure 1** (*Details of Minority Securities*) hereto (the "**Minority Securities**"). Accordingly, the Investor agrees to purchase 100% (one hundred percent) of the Minority Securities from the Minority Shareholders and each of the Minority Shareholders agrees to sell 100% (one hundred percent) of their respective Minority Securities, free of encumbrances (save and except the encumbrances set out under: (a) the articles of association of the Company; and/or (b) the Amended and Restated Shareholders' Agreement dated December 31, 2020 entered into by and between the Company, the Founder and certain other shareholders of the Company, as amended and restated ("**Existing SHA**"), along with all attached rights, title, and interests in accordance with the terms and conditions set out in this letter agreement (collectively, the "**Minority Transaction**"). The Investor, the Company and the Minority Shareholders shall collectively be referred to as "**Parties**" hereinafter. The completion of the sale and purchase of the Minority Securities in accordance with the provisions of this Agreement, including the collective consummation of all transactions set out in Paragraphs 9 (*Minority Closing Date*) hereto shall be known as the "**Minority Closing**".

5. **Exclusivity:** During the term of this letter, no Minority Shareholder shall enter into negotiations or discussions with any person or entity (other than the Investor), with respect to the sale or other disposal of (including creation of encumbrance over) with respect to its Minority Securities.

6. **Consideration:** The aggregate consideration for the purchase of the Minority Securities shall be INR 2,088,156,498.40 (Indian Rupees Two Billion Eighty Eight Million One Hundred and Fifty Six Thousand Four Ninety Eight point Four Zero) ("**Minority Securities Purchase Price**"), which shall

be paid by the Investor to each Minority Shareholder in the proportion as set out in **Annexure** 1 (*Details of Minority Securities*) hereto ("**Respective Proportion**"). In case of such Minority Shareholders not being "tax resident" of India as per the provisions of the IT Act ("**NR Minority Shareholders**"), the Investor shall pay to such NR Minority Shareholders an amount equal to the Respective Proportion of the Minority Securities Purchase Price payable to such NR Minority Shareholders less the Withholding Tax Amount, in the manner and at such time as set out in Paragraph 6 (*Consideration*) hereto. For the purpose of this Agreement, "**Withholding Tax Amount**" means the amount of withholding tax as mentioned in the Tax Gain Computation with respect to the relevant NR Minority Shareholder. The Investor shall,: (i) within the statutory time period for deposit of the Withholding Tax Amount, deposit the Withholding Tax Amount on behalf of the relevant NR Minority Shareholders, with the 'Income Tax' authorities; (ii) provide a certified true copy of the payment challan within 5 (five) Business Days of remittance by the Investor of such Withholding Tax Amount with the 'Income Tax' authorities (iii) furnish to each of such NR Minority Shareholders, the correctly filled Forms 16A as per timelines prescribed under the IT Act; and (iv) file the correctly filled Tax Returns in relation to the Withholding Tax Amount, in the manner and within the time prescribed under the IT Act.

7. **TCS Notification**: Additionally, if any Minority Shareholder provides a TCS Notification (as defined hereinafter below in Paragraph 8 (*Condition Precedent and other Pre-Closing Actions*)), the Investor shall pay an amount equivalent to the tax at source in terms of Section 206C(1H) of the IT Act ("**TCS**") to the relevant Minority Shareholders, in addition to Minority Securities Purchase Price, payable to the relevant Minority Shareholder hereunder in the Respective Proportion on the Minority Closing Date. The relevant Minority Shareholder shall deposit such TCS amount with the 'Income Tax' authorities within the timelines prescribed under applicable laws. The relevant Minority Shareholder (acting severally) shall provide a certificate and proof of filings/ payments to the Investor, evidencing such deposit within the statutory timelines, after depositing the TCS with the 'Income Tax' authorities.

8. **Condition Precedent and other Pre-Closing Actions:** The Minority Transaction shall be conditional upon:

    (a) the conditions precedent set out in **Part A** (*Resident Minority Shareholders Conditions Precedent*) of **Annexure 3** *(Conditions Precedent)* hereto in case of the Minority Shareholders who are residents of India as defined under Section 6 read with Section 2(42) of the IT Act ("**Resident Minority Shareholders**") during the financial year in which Minority Closing takes place;

    (b) the conditions precedent set out in **Part B** (*NR Minority Shareholders Conditions Precedent*) of **Annexure 3** *(Conditions Precedent)* hereto in case of the NR Minority Shareholders as defined under Section 6 read with Section 2(42) of the IT Act during the financial year in which Minority Closing takes place; and

    (c) all other conditions precedent required to be fulfilled by the Major Shareholders, the Promoter and the Company in connection with the transactions contemplated in Paragraph 1 and Paragraph 2 of this letter being completed or waived in accordance with the terms of the Transaction documents entered between the Investor and such parties.

    Provided that:

    (i) In the event any Minority Shareholder is required to collect TCS from the Investor, the relevant Minority Shareholder shall provide a notification of the same to the Investor along with the Tax Gain Computation ("**TCS Notification**");

    (ii) Additionally, the NR Minority Shareholder shall, at least 3 (Three) business days prior to the Minority Closing Date, furnish a copy of its filed Form 15CB to the Investor (along with the acknowledgement number, if available, for such filing with the relevant Tax authorities). To the extent feasible, the Company may coordinate with the NR Minority Shareholders to have the Form 15CB prepared and filed in the manner prescribed under the IT Act in furtherance of the discharge of the obligations of the NR Minority Shareholder under this Proviso (ii) to Paragraph 8 (*Condition Precedent and other Pre-Closing Actions*) of this letter; and

(iii) the Investor shall pay the requisite stamp duty amounts on the Minority Securities Purchase Price in Respective Proportion on each share transfer as set out in **Annexure 1** (*Details of Minority Securities*), on the online payment portal of the National Securities Depository Limited and provide receipts evidencing payment to the Minority Shareholders and the Company.

(a) **Minority Closing Date**: The Minority Transaction shall be consummated on such date as may be intimated by the Investor to the Minority Shareholder, in writing, which date shall be at least 5 (Five) business days from the completion of the conditions precedent set out in Paragraph 8 (*Condition Precedent and other Pre-Closing Actions*) of this letter (the "**Minority Closing Date**). Provided however, the Minority Transaction shall not be consummated unless and until the Transaction is also being/ has been consummated. On the Minority Closing Date, the Investor and each of the Minority Shareholders shall effect the consummation of the Minority Transaction, by undertaking the following actions: (a) the Investor shall issue irrevocable wire instructions to its bank to remit amounts equal to Minority Securities Purchase Price, in the Respective Proportion of each Minority Shareholder, and the TCS (to the extent applicable as set forth in Paragraph 7 (*TCS Notification*)) to the designated bank accounts of the respective Minority Shareholders in India as provided to the Investor as part of the conditions precedent set out in **Annexure 3** (*Conditions Precedent*), without any other reduction, adjustment set-off, or withholding of any nature (*less* the applicable Withholding Tax Amount, solely in respect of the NR Minority Shareholders), by way of wire transfer of immediately available funds, and deliver to the Minority Shareholders (including by way of email) a copy of the UTR Number or MT 103 (as applicable) issued by the Investor's bank evidencing such remittance
(b) simultaneously with (a) above, each Minority Shareholder shall issue irrevocable delivery instructions to its depositary participant to debit its Respective Proportion of the Minority Securities from its demat account, and to credit such Respective Portion of the Minority Securities, to the Investor's demat account (details of which will be provided by the Investor) and provide to the Investor, copies of such delivery instructions, duly acknowledged by the depositary participants; and (c) the Minority Shareholders and the Investor shall undertake all actions set out in **Annexure 4** (*Closing Actions – Tax*) hereto. It is clarified that solely in case of NR Minority Shareholders, the Investor shall remit the Respective Proportion of the Minority Securities Purchase Price (along with any TCS to the extent applicable as set forth in Paragraph 7 (*TCS Notification*)) *less* the Withholding Tax Amount to the bank accounts of such NR Minority Shareholders, without any other reduction, adjustment set-off, or withholding of any nature, by way of wire transfer of immediately available funds. Additionally, at the direction of the Investor, either the Investor or the Minority Shareholder that are required to file Form FC-TRS as per the provisions of the Foreign Exchange Management Act, 1999 shall within 10 business days of the Minority Closing Date file form FC-TRS (and all ancillary/supporting documents thereto in a form acceptable to relevant authorized dealers) (if applicable) with their respective authorised dealers and provide to the Investor, the evidence of such filings as well as a copy of the acknowledgement of such form FC-TRS from the authorized dealer. All Parties undertake to sign and deliver all documents as may be required by the aforementioned authorised dealer as part of the form FC-TRS.

9. **Authority Warranties:** As of the date of this letter and as of the Minority Closing Date, each Party, severally (and not jointly or jointly and severally), represents and warrants to each of the other Parties as of the date of execution of this letter ("**Execution Date**") and as of the Minority Closing Date that ("**Authority Warranties**"): (a) such Party, if it is not a natural Person, is duly incorporated or organized, solvent and existing under the laws of the jurisdiction of its incorporation or organisation and has full power to conduct its business as conducted at the date of this Agreement; (b) such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and thereby; (c) the execution and delivery by such Party of this Agreement and the performance by such Party of the transactions contemplated hereby and thereby have been duly authorised by all necessary corporate or other action of such Party, if it is a natural person; (d) this Agreement has been duly executed and delivered by such Party and, assuming the due authorisation, execution and delivery by the other parties hereof and thereof, this Agreement constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with their respective terms; (e) the execution, delivery and performance of this Agreement by such Party and the consummation of the transactions contemplated hereby and thereby do not and will not: (i) violate any provision of its constitutional documents (if it is not a natural person); (ii) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (with notice or lapse of time or both) a default under or entitle any counterparty to terminate, modify or otherwise cancel, any material contract to which such Party is a party or by which such Party's assets are bound; (iii) violate any Order against, or binding upon, such Party or upon its respective securities, properties or businesses; or (iv) violate any Applicable Law; (v) the execution, delivery and performance by such Party of this Agreement and (when executed) any other Transaction Document to which it is a party does not require any intimation to or Approval from any Governmental Authority or any third parties (other than as specifically provided under this Agreement); and (g) there are no actions or orders pending against such Party which would reasonably be expected to adversely affect such Party's ability to duly perform this Agreement or (when executed) any other Transaction Document to which it is a party or the enforceability of this Agreement or (when executed) any other Transaction Document to which it is a party against such Party.

10. **Title Warranties:** As of the date of this letter and as of the Minority Closing Date, each of the Minority Shareholders severally (and not jointly or jointly and severally), represents and warrants to the Investor as of the Execution Date and as of the Minority Closing Date that ("**Title Warranties**"): (a) The Minority Shareholder is, as on the Execution Date and through to the Minority Closing, the sole and absolute legal and beneficial owner, free of all encumbrances, of its Respective Proportion of the Minority Securities set out in **Annexure 1** (*Details of Minority Securities*), and holds valid title to such Minority Securities, with full right and authority to sell and deliver the same to the Investor under this Agreement, and on the Minority Closing Date, will convey to the Investor good, valid and marketable title to such Minority Securities, free and clear of all encumbrances, and shall not be subject to any other rights pursuant to any contract. No other Person has any right to the Respective Proportion of the Minority Securities or any right to receive any consideration in respect of the Respective Proportion of the Minority Securities; (b) The Minority Securities held by the Minority Shareholders have been acquired by the Minority Shareholders in compliance with Applicable Laws; (c) There is no dispute in existence nor is there any circumstance which might give rise to any dispute or action against the Minority Shareholders in respect of the Minority Securities and the Minority Shareholder's entitlement to transfer the Minority Securities; (d) Other than under this letter, the Minority Shareholders have not entered into any agreements or arrangements in respect of the Minority Securities or any part thereof, or its membership in the Company, or for the transfer or other disposal of the Minority Securities or any of them with or in favour of any Person, nor are there any orders restricting the transfer of the Minority Securities; (e) The Minority Shareholders have not executed any power of attorney or any letter of authority or proxies in respect of the Minority Securities in favour of any Person; (f) other than Existing SHA and the articles of association of the Company, there are no agreements or understandings

executed by (or otherwise binding on) the Minority Shareholder, in respect of: (i) rights of any Person to acquire a shareholding in or beneficial rights to the share capital of the Company or its subsidiaries, (ii) voting or similar arrangements in relation to the Company or its subsidiaries, and/or (iii) options or other securities, by whatever name called, exercisable, convertible or exchangeable now or in the future and contingent or otherwise, any of which entitle or may entitle any Person to create or require to be created any encumbrance over any of its Respective Proportion of the Minority Securities; (g) Neither the Minority Shareholders nor any of its affiliates or related parties or relatives has entered into, or is party to, any transaction, agreement or understanding (whether in writing or not) with any of the Group Companies (including in relation to any transaction, monitoring or sponsor fees); (h) There are no tax related actions in relation to the Minority Shareholders under the IT Act that may reasonably be expected to result in the voidance of this Agreement by the Minority Shareholders, the creation of encumbrance on the Respective Proportion of the Minority Securities or otherwise prevent the Minority Shareholders from performing its obligations under this Agreement, or render any of the transactions contemplated hereby void or voidable, under Section 281 of the IT Act. All tax payments as applicable under the IT Act which have fallen due for payment have been discharged by the Minority Shareholders, in accordance with Applicable Law. No written notice under Rule 2 of the Second Schedule of the IT Act has been served on the Minority Shareholders.

11. **Tax Warranties:** As of the date of this letter and as of the Minority Closing Date, (a) each of the NR Minority Shareholders severally (and not jointly or jointly and severally), represents and warrants to the Investor as of the Execution Date and as of the Minority Closing Date that ("**NR Tax Warranties**") the warranties as set out in **Part B** (*NR Minority Shareholder Warranties*) of **Annexure 6** (*Tax Warranties*) hereto; and (b) each of the Resident Minority Shareholders severally (and not jointly or jointly and severally), represents and warrants to the Investors as of the Execution Date and as of the Minority Closing Date that ("**Resident Tax Warranties**") **Part A** (*Resident Minority Shareholders Tax Warranties*) of **Annexure 6** (*Tax Warranties*) hereto is true and correct.

12. **Taxes and Tax Covenants**: Each of the Minority Shareholder and the Investor shall be liable to make payment of all respective taxes and mandatory charges applicable to them, on sale and purchase of Minority Securities under this Agreement. It is further clarified that the tax on the Sale Shares shall be borne by the respective Minority Shareholder and the Investor shall not bear the same (other than the discharge of Withholding Tax Amount withheld from the Respective Portion of the Minority Securities Purchase Price, as per Paragraph 6 (*Consideration*) of this letter), including as a representative assessee, due to the acquisition of the Minority Securities from the Minority Shareholder in the manner contemplated in this Agreement. Each Resident Minority Shareholder shall provide the covenants and undertaking set out in **Annexure 5** (*Tax Covenants*) hereto. Post the Minority Closing, each Party (as applicable) shall endeavour to complete the actions set out in **Annexure 7** (*Post Closing Tax Undertakings*) hereto.

13. **Indemnity:** The Minority Shareholder (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the Investor, its respective directors, officers, representatives, employees and agents, if any, ("**Indemnified Persons**") against any and all direct and actual losses, suffered or incurred by any Indemnified Person owing to or arising out of or in connection with breach of any representations, warranties, undertakings or covenants made by the Indemnifying Party or failure to perform (whether in whole or part) any obligation required to be performed by the Indemnifying Party pursuant to this Agreement. The liability of the Indemnifying Party under this Agreement shall be limited to the consideration received by such Indemnifying Party under this Agreement. Unless otherwise agreed in writing between the respective Minority Shareholder and the Investor, the Indemnifying Parties shall not be liable in respect of any indemnity claim under this Paragraph 14 (*Indemnity*), unless a written notice in respect of such indemnity claim is given by or on behalf of the Indemnified Persons to the relevant Indemnifying Party before the expiry of 7 (seven) years from the end of the financial year in

which the Minority Closing Date occurs.

14. **Notices:** Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party hereto by: (i) hand delivery, registered post, or courier service of repute at its address; or (ii) email at its email address set out in **Annexure 2** (*Notice Details of the Minority Shareholders*) (or such other address, and email address as the addressee has by 5 (five) business days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered: (i) if delivered in person or by messenger, when proof of delivery is obtained by the delivering party; (ii) if sent by post or courier within the same country, 3 (three) business days or upon proof of delivery being received by the sender, whichever is earlier; (iii) if sent by post or courier outside the country, 6 (six) business days or upon proof of delivery being received by the sender, whichever is earlier; (iv) if sent by email, upon confirmation of receipt of transmission.

15. **Confidentiality:** Each Party shall keep: (i) all information and other materials passing between them and the other Parties in relation to the transactions contemplated by this Agreement (including all information concerning their respective people, operations, processes, plans or intentions, market opportunities and business affairs, transactions and financial arrangements) and the Transaction Documents; and (ii) all information that relates to the process and/ or negotiations involving the Transaction (collectively, "**Information**") confidential and shall not without the prior written consent of the relevant Parties, divulge or disclose the Information to any other Person or use the Information other than for carrying out the purposes of the Transaction, except: (a) to the extent that such Information is in the public domain other than by breach of this Agreement; (b) to the extent that such Information is required or requested to be disclosed by any Applicable Law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply; (c) in so far as it is disclosed to affiliates of any Party, or such Party's or its affiliates' directors, officers, employees, members, partners, agents or professional advisers, or (with respect to the Investor), potential financing sources, potential insurers and other representatives, on a need to know basis provided that such Party shall direct that such recipients treat such Information as confidential; (d) to the extent that any of such Information is later acquired by a Party or its affiliates or their respective representatives from a source who, to the knowledge of such Party, is not legally obligated to keep such Information confidential; (e) to the extent that any of such Information was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party hereto (other than as a result of any breach of this Paragraph 16 (*Confidentiality*)); (f) to the extent that any Information, shall have been independently developed by a Party without reference to any Information furnished by any other Party hereto; (g) disclosure of Information to the auditors, directors, limited partners, insurers, employees or professional advisors of a Party or of its affiliates, on a need to know basis, and provided that the disclosing Party shall procure that such persons treat such Information as confidential on terms equivalent to this Paragraph 16 (*Confidentiality*); (h) disclosure required to comply with accounting policies or professional standards, or a bona fide document retention policy, or to the extent that such Information is retained in a standard archival or computer back-up system in the ordinary course of business, provided that, any Information retained by a Party shall be maintained subject to confidentiality pursuant to the terms of this Agreement, and such archived or back-up Information shall not be accessed except as required by Applicable Law or under the terms of this Agreement; and (i) disclosure of Information by the Investor to any: (i) potential direct/ indirect transferees of the Minority Shareholders (or other Securities of the Investor and/or its affiliates); (ii) potential sources of debt or equity financing of the Investor and/or its affiliates; or (iii) insurers to the Investor and/or its affiliates, and in each case their representatives and advisors, provided that the Investor shall procure that such persons treat such Information as confidential on terms equivalent to this Paragraph 16 (*Confidentiality*). On and from the Minority Closing Date, the Minority Shareholders shall keep all information in relation to the Company ("**Company Information**")

confidential, and shall not without the prior written consent of the Investor, divulge the Company Information to any other Person, or use it for any purpose, except for or in relation to situations/ events specified in (a) to (i) of this Paragraph 16 (*Confidentiality*).

16. In the event that this Agreement is terminated prior to the Minority Closing Date: (i) the Investor shall, on written demand of the Company or the Minority Shareholders, promptly return/ destroy the Information in relation to the Company or relevant Minority Shareholders (who has made such request) in its possession, together with any copies in its possession, and shall confirm compliance of this Paragraph 17 to the Company or the relevant Minority Shareholders (as the case may be); and (ii) the Company and each of the Minority Shareholders shall on written demand of the Investor, promptly, return/ destroy the Information in their possession, together with any copies in their possession (or in the possession of any of their employees, officers, advisors and agents), and shall confirm compliance of this Paragraph 17 to the Investor (in each case, except (x) as required by Applicable Law or professional standards or bona fide internal compliance policies or procedures and (y) that any Information stored in electronic media shall be destroyed to the extent practicable).

17. **Return/ Destruction of Information:** After the Minority Closing Date, upon written request of the Investor, each of the Minority Shareholders shall promptly, return/ destroy all Company Information in their possession, together with any copies in their possession (or in the possession of any of their employees, officers, advisors and agents), and shall confirm compliance of this provision to the Investor (except (x) as required by Applicable Law or professional standards or bona fide internal compliance policies or procedures, or by this Agreement, and (y) that any Company Information stored in electronic media shall be destroyed to the extent practicable).

18. No announcements or other disclosures concerning the transactions contemplated by the Agreement or in relation to the Transaction shall be made by any Party save in 'agreed form', if required under Applicable Law or with the prior written consent of the Parties.

19. The confidentiality obligations under paragraph 16 and 17 above shall no longer have any force and effect upon the expiry of 2 (two) years from the termination of this Agreement. Notwithstanding anything to the contrary contained herein, after Closing, confidentiality obligations under this Agreement shall not be applicable to the Investor with respect to Company Information (including any Confidential Information relating to the Company).

20. **Governing Law**: Except as set forth in the Paragraph 22 (*Dispute Resolution*) below, this Agreement shall be governed by and construed in accordance with the Laws of India.

21. **Dispute Resolution**: Resolution of any dispute under this Agreement shall be governed by the Laws of Singapore. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated in reference to this Paragraph 22 (*Dispute Resolution*). The seat and the venue of arbitration, shall be Singapore; provided that, without prejudice to the choice of venue and/or seat of arbitration in this Agreement, the arbitral tribunal shall have discretion for the convenience of the disputing parties and cost-efficiency of the arbitration to conduct proceedings in an alternative location, including Mumbai. The claimant(s) shall nominate 1 (one) arbitrator and the respondent(s) shall, nominate 1 (one) arbitrator. The 2 (two) party-nominated arbitrators will then attempt to agree for a period of 15 (fifteen) days, in consultation with the parties to the arbitration, upon the nomination of the third arbitrator who shall be the presiding arbitrator of the tribunal, barring which the Court of SIAC shall select the third arbitrator (or any arbitrator that the

claimant(s) or respondent(s) shall fail to nominate in accordance with the foregoing). The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation. The decision of the arbitral tribunal shall be final and binding on all the Parties. The Parties agree that other than Section 9 of the Indian Arbitration and Conciliation Act, 1996, the provisions of Part I of the Indian Arbitration and Conciliation Act, 1996 shall not apply to any arbitration under this Agreement.

22. **No Partnership**: The Parties expressly do not intend hereby to form a partnership, either general or limited, under any jurisdiction's partnership Law. The Parties do not intend to be partners to one another or partners as to any third party, or create any fiduciary relationship amongst themselves. To the extent that any Party, by word or action, represents to another Person that any other Party is a partner or that the Company is a partnership, the party making such representation shall be liable to the other Parties that incur any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including towards any investigative, legal or other expenses incurred in connection with, and any amount paid in settlement of, any pending or threatened action) arising out of or relating to such representation.

23. **No Agency**: No Party shall act as an agent of the other Party or have any authority to act on behalf of any other Party.

24. **Independent Rights**: Each of the rights of the Parties hereto under this Agreement is independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

25. **Counterparts**: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against the Party that signed it and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts. This Agreement shall be effective upon delivery of one executed counterpart from each Party to the other parties. The delivery of executed signature pages by facsimile or email transmission that includes a copy of the signature(s) of the sending party(ies) is as effective as signing and delivering the counterpart in person.

26. **Amendment/Modification**: No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

27. **Assignment**: Neither the Company nor any of the Minority Shareholders shall assign or transfer, either in whole or in part, any of its rights and obligations under this Agreement to any Person. The Investor is permitted: (i) to assign any of its rights, liabilities or obligations under this Agreement to any of its affiliates or to any transferee of the Minority Securities; or (ii) to collaterally assign its rights (but not its obligations) under this Agreement to any lender providing financing to the Investor, in each case, without the prior written consent of the other Parties to this Agreement.

28. **Waiver**: No waiver of any provision of this Agreement or consent to any departure from it by any Party shall be effective unless it is in writing signed by the Party giving such waiver or consent to such departure. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates as a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges or any abandonment or discontinuance of steps to enforce such right or power, or any

course of conduct.

29. **Severability**: Each provision under this Agreement shall be treated as a separate provision and shall be severally enforceable as such in the event of any other provision being or becoming or being declared by a court of competent jurisdiction to be illegal, invalid or unenforceable in whole or in part. Any such illegal, invalid or unenforceable provision shall be deemed to be deleted from this Agreement and such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of this Agreement are not altered. Further, the Parties shall negotiate in good faith to agree upon one or more provisions to be substituted for such deleted provision, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

30. **Survival**: The termination of this Agreement shall be without prejudice to any rights or obligations accrued to or in respect of the Parties prior to the date of termination and shall not release any Party from any liability that at the time of termination has already accrued, or which thereafter may accrue in respect of any act or omission taken or suffered prior to or on such termination, nor shall any such termination hereof affect in any way the survival of any right, duty or obligation of any such Party which is expressly stated to survive termination. In this regard, the provisions set forth in Paragraphs 10 (*Authority Warranties*), 11 (*Title Warranties*), 12 (*Tax Warranties*), 14 (*Indemnity*), 15 (*Notices*), 16 to 17 (*Confidentiality*), 21 (*Governing Law*), 22 (*Dispute Resolution*), 38 (*Termination*), and 39 (*ABAC Covenants and Warranties*) and Paragraphs 23 to 37 of this Agreement hereof, shall remain in effect together with such provisions that expressly or by necessary implication will continue to remain in force following the expiry or termination of this Agreement or any part thereof.

31. **Entire Agreement**: This Agreement and the other Transaction Documents shall supersede all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement and the other Transaction Documents, and this Agreement and the other Transaction Documents, together with any amendments or modifications thereof, along with the Annexures, Appendices and Schedules contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

32. **Remedies**: This Agreement shall be specifically enforceable at the instance of the Investor. The Minority Shareholders and the Company agree that the Investor will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any breach of this Agreement by the Minority Shareholders or the Company, and the remedies at law in respect of such breach will be inadequate (and each of the Minority Shareholders and the Company hereby waive the claim or defence that an adequate remedy at Applicable Law is available) and that the Investor shall be entitled to seek specific performance against each of the Minority Shareholders and the Company for performance of its obligations under this Agreement in addition to and without prejudice to its rights to claim damages and compensation and any other rights available to it under this Agreement or under the process of Applicable Law or any equitable remedies available to it.

33. **Costs and Expenses**: Except as contemplated in this Agreement, each of the Minority Shareholders and the Investor shall bear (i) their respective legal, accounting, professional and advisory fees, commissions and other costs and expenses (including Taxes) incurred in connection with this Agreement and the transactions contemplated herein; and (ii) all the costs and expenses relating to stamping in connection with this Agreement and any transfer Taxes (other than the payment of stamp duty on the transfer of the Respective Proportion of Minority Securities) imposed with respect to any transaction contemplated under this Agreement. In case any of these costs have been paid by the Investor and/or the Company, the Minority Shareholders shall forthwith, upon demand, and in their Respective Proportion, pay to reimburse such amounts to the Investor and/or the Company, as

applicable. The Investor shall be liable for payment of stamp duty on the transfer of their Respective Proportion of the Minority Securities.

34. **Cooperate**: Each of the Parties hereto shall cooperate with the others and execute and deliver to the others such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement and to cause the fulfilment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

35. **Further Acts**: Each of the Parties undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Agreement.

36. **Benefits of Agreement**: This Agreement and the respective rights and obligations of the Parties under this Agreement shall ensure to the benefit of and be binding on their respective successors, heirs, executors, administrators and permitted assigns, as the case may be. The Parties agree that nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person other than the Parties hereto any rights or remedies by reason of this Agreement or any transaction contemplated by this Agreement, except that the provisions of Paragraph 14 (*Indemnity*) shall be for the benefit of each of the Indemnified Parties and this Paragraph 37 (*Benefits of Agreement*) shall be for the benefit of each Non-Liable Person, in each case, as if such Persons were a party to this Agreement and any of them shall have the right to invoke the benefit of such provisions, as the case may be. Only the Parties shall have any obligation or liability under this Agreement. Notwithstanding anything that may be expressed or implied in this Agreement, no recourse under this Agreement shall be had against any current or future affiliate of the Investor, any current or future direct or indirect shareholder, member, general or limited partner, controlling Person or other beneficial owner of the Investor or any such affiliate of the Investor, any of their respective members, partners, controlling Persons, directors, officers, employees, consultants, accountants, legal counsel, advisors, agents, investors, funding sources and other representatives, or any of the successors and assigns of each of the foregoing (collectively, "**Non-Liable Persons**"), whether by the enforcement of any assessment or by any legal or equitable Proceeding, or by virtue of any statute, regulation or other Applicable Law or by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of any Person against any Non-Liable Person, in equity or at law, in contract, tort or otherwise, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Non-Liable Person for any obligation of the Investor under this Agreement or for any claim based on, in respect of or by reason of such obligations or their creation. Each Non-Liable Person shall be an express third party beneficiary of, and shall be entitled to directly enforce, this Paragraph 37 (*Benefits of Agreement*).

37. **Termination**: This letter shall be automatically terminated if (i) the Minority Closing Date is not a date on or before [December 15, 2023] and unless extended mutually between the Investor and the Minority Shareholder; or (ii) if any part of the Transaction fails to consummate; or (iii) in case of termination of the Major Shareholders' SPA.

38. **ABAC Covenants and Warranties**: The Minority Shareholders shall not use any proceeds transferred pursuant to this Agreement in violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions, and shall not directly or knowingly indirectly transfer such proceeds to or for the benefit of any Sanctioned Person or otherwise in violation of Sanctions. The Minority Shareholders shall immediately notify the Investor upon any violation or potential violation of Anti-Corruption Laws, Anti-Money Laundering Laws, Export Control Laws or Sanctions by the Minority Shareholders, or any

of their respective affiliates (including but not limited to the commencement of any investigation or inquiry by any Governmental Authority into any such violations or potential violations), and agree to cooperate with any compliance audit or inquiry by Investor in relation to such non-compliance and/ or action. As of the date of this letter and as of the Minority Closing Date, each of the Minority Shareholders severally (and not jointly or jointly and severally), represents and warrants to the Investor as of the Execution Date and as of the Minority Closing Date that ("**ABAC Warranties**"): (a) No action relating to any actual or alleged violation by the Minority Shareholders or the Company of Anti-Corruption Laws, Anti-Money Laundering Laws, Export Control Laws or Sanctions, is pending or, to the knowledge of the Minority Shareholders, threatened; (b) To the Minority Shareholders' knowledge, the Company has: (i) conducted its operations in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws, Export Control Laws and Sanctions; and (ii) adopted and adhered to policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws, Export Control Laws or Sanctions; (c) To the Minority Shareholders' knowledge, the Company has maintained complete and accurate books and records and effective internal controls in accordance with the Anti-Corruption Laws and generally accepted accounting principles; (d) No funds, proceeds or assets contributed or invested by the Minority Shareholders into any Group Company, were obtained or derived from any unlawful or criminal activity (including without limitation activity in violation of Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions); and (e) The Minority Shareholders shall not use any proceeds transferred pursuant to this Agreement in violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions, and shall not directly or knowingly indirectly transfer such proceeds to or for the benefit of any Sanctioned Person or otherwise in violation of Sanctions. For the purpose of this Paragraph 39 (*ABAC Covenants and Warranties*) and for this Agreement, please see below the meanings of the following defined terms: "**Anti-Corruption Laws**" shall mean any Laws related to corruption or bribery applicable to the Company and/or the Minority Shareholders and their respective operations from time to time, including but not limited to: (i) the U.S. Foreign Corrupt Practices Act 1977, (ii) the UK Bribery Act 2010, (iii) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation, (iv) the Prevention of Corruption Act, 1988 of India, and (v) any similar laws in any other jurisdiction in which the Company operates, in each case to the extent applicable and as amended from time to time; "**Anti-Money Laundering Laws**" shall mean any anti-money laundering-related Laws and codes of practice applicable to the Company and/or the Minority Shareholders and their respective operations from time to time, including: (i) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, (ii) the USA PATRIOT Act, (iii) the EU Anti-Money Laundering Directives and any laws, decrees, administrative orders, circulars, or instructions implementing or interpreting the same, and (iv) the Indian Prevention of Money Laundering Act, 2002, in each case to the extent applicable and as amended from time to time; "**Applicable Law(s)**" or "**Law(s)**" shall mean and include statutes, enactments, acts of legislature or the parliament, laws, regulations, ordinances, notifications, rules, judgments, orders, decrees, by-laws, Approvals, government resolutions, directives, guidelines, policies, requirements, or other governmental restrictions or any similar form of decision of, or determination by any Governmental Authority, or any interpretation or adjudication having the force of law of any of the foregoing, by any Governmental Authority having jurisdiction over the matter in question; "**Export Control Laws**" means the U.S. Export Administration Act, U.S. Export Administration Regulations, U.S. Arms Export Control Act, U.S. International Traffic in Arms Regulations, and their respective implementing rules and regulations; the U.K. Export Control Act 2002 (as amended and extended by the Export Control Order 2008) and its implementing rules and regulations; and other similar export control laws or restrictions of India or otherwise applicable to the Company from time to time; "**Government**" or "**Governmental Authority(ies)**" shall mean: (i) any supra-national, national, state, city, municipal, county or local government, governmental authority or political subdivision thereof; (ii) any agency or instrumentality of any of the authorities referred to in sub-paragraph (i) above; (iii) any regulatory or administrative authority, body or other similar organisation, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organisation have the force of Law; or (iv) any court or tribunal having jurisdiction, any other judicial, quasi-judicial, regulatory authority, or arbitrator(s); and (v) the governing body of any stock exchange(s); "**Government Official**" shall mean any officer, employee or other person acting in an official capacity on behalf of (i) any Governmental Authority or any department or agency of a Government, including elected officials, judicial officials, civil servants and military personnel, children, spouses, siblings or parents of a Government Official; (ii) any public international organization, such as the World Bank; (iii) any company or business that is owned or Controlled by a Governmental Authority; and (iv) any political party, as well as candidates for political office; "**Sanctions**" shall mean the trade, economic and financial sanctions laws, regulations, trade embargoes or restrictive measures administered, enacted, or enforced from time to time by any Sanctions Authority; "**Sanctioned Jurisdiction**" shall mean any country or territory that is the subject of country- or territory, -wide Sanctions (including Cuba, Iran, North Korea, Syria, Russia, Belarus or the Crimea, Donetsk, Luhansk, Zaporizhzhia, and Kherson regions of Ukraine); "**Sanctioned Person**" shall mean any individual or entity: (i) identified on any list of designated individuals or entities maintained by any Sanctions Authority (including, but not limited to, the Specially Designated Nationals and Blocked Persons List administered by the U.S. Treasury Department's Office of Foreign Assets Control); (ii) domiciled, organized or resident in, or the government of, a Sanctioned Jurisdiction; (iii) owned 50% (fifty percent) or more, or controlled by, or acting on behalf of, directly or indirectly, any individual or entity described in the foregoing paras (i) or (ii); or (iii) otherwise subject to or the target of Sanctions; "**Sanctions Authority**" shall mean the United States government (including the U.S. Department of State, the U.S. Department of Commerce, and U.S. Treasury Department's Office of Foreign Assets Control), the United Kingdom (including Her Majesty's Treasury), the United Nations Security Council, the European Union or any of its member states or any other relevant governmental agency or regulatory body that implements or enforces Sanctions.

39. **Release**: Each Releasing Party agrees that, subject to and with effect from the Minority Closing Date, such Releasing Party (on behalf of itself and its former, present and future affiliates) shall be deemed to have irrevocably and unconditionally released, waived and discharged for all purposes any and all of its and its former, present and future affiliates' rights, claims and losses of any nature, in law or equity, that such Releasing Party or its former, present and future affiliates, or its or their respective assigns, successors and transferees have or may have against the Released Parties, including, in relation to any amounts payable and/or due by the Released Parties relating to the Released Parties' obligations and all liabilities arising out of or in relation to, any events prior to the Minority Closing Date or any contract entered into prior to the Minority Closing Date between the Releasing Party and Released Party ("**Previous Agreements**"). For the purposes of this Clause, the term (A) "**Releasing Party**" shall mean each of the Minority Shareholders (severally not jointly); and (B) "**Released Party**" shall mean, the Company and its affiliates and its former, current and future directors, officers, employees, shareholders, members, agents, assigns, successors, from time to time.

40. **Waiver**: Each of the Minority Shareholders hereby waives, on behalf of itself and its affiliates, successors and assigns their respective rights (if any) under the Previous Agreements and the charter documents of the Company, in relation to the transactions contemplated under this letter and the transactions contemplated in Paragraph 1 and Paragraph 2 of this letter.

Kindly confirm your acceptance of the terms of this letter by affixing your signature below.

[*signature pages annexed separately*]

ANNEXURE – 1
DETAILS OF THE MINORITY SECURITIES

#	Name	Shares held on a fully diluted basis	Shareholding percentage on a fully diluted basis	Minority Securities Purchase Price (INR)
1.	**Sargam Retail Private Limited**	5,190,800	4.82%	1,037,018,024.00
2.	**Rishabh Mariwala**	1,969,000	1.83%	393,366,820.00
3.	**Sanjay Raghunath HNI FDI**	1,378,600	1.28%	275,416,708.00
4.	**TCI Ventures Limited**	554,000	0.51%	110,678,120.00
5.	**Kemywood Industries**	264,400	0.25%	52,821,832.00
6.	**Mr. Sujit Cherian Mrs. Preeti Sujit Cherian**	120,400	0.11%	24,053,512.00
7.	**Dipesh B Naik**	111,600	0.10%	22,295,448.00
8.	**Suchismita Satpathy**	111,600	0.10%	22,295,448.00
9.	**Anshu Srivastava**	83,600	0.08%	16,701,608.00
10.	**Sanjay Kothari**	66,200	0.06%	13,225,436.00
11.	**Chaitanya Deshpande**	57,200	0.05%	11,427,416.00
12.	**Prashant Yelurkar**	55,600	0.05%	11,107,768.00
13.	**Miracle Carriers & Trading Co.**	33,804	0.03%	6,753,363.12
14.	**Jinesh Jain**	33,400	0.03%	6,672,652.00
15.	**Divya Rathi**	32,000	0.03%	6,392,960.00
16.	**Garima Malpani**	32,000	0.03%	6,392,960.00
17.	**Aman Kapoor**	27,800	0.03%	5,553,884.00
18.	**Anil Agrawal**	27,800	0.03%	5,553,884.00
19.	**Deepak Goyal**	27,800	0.03%	5,553,884.00
20.	**Sujay S Jagani**	27,800	0.03%	5,553,884.00
21.	**Swapneel Surinder Shah**	27,800	0.03%	5,553,884.00
22.	**Ceramet Consultants Pvt. Ltd**	26,668	0.02%	5,327,733.04
23.	**Govind Saboo**	23,000	0.02%	4,594,940.00
24.	**Rohit Doshi HUF**	23,000	0.02%	4,594,940.00
25.	**Amit Goyal**	22,536	0.02%	4,502,242.08
26.	**P Anitha**	19,200	0.02%	3,835,776.00
27.	**Anish Rathi**	16,000	0.01%	3,196,480.00
28.	**Deepa Jaithaliya**	16,000	0.01%	3,196,480.00
29.	**Madhu Prakash Singh**	15,268	0.01%	3,050,241.04
30.	**Priyank Jain**	14,200	0.01%	2,836,876.00
31.	**Anil Bafna**	11,268	0.01%	2,251,121.04
32.	**Jyoti Bhaiya**	11,268	0.01%	2,251,121.04
33.	**Nekita Jain**	11,268	0.01%	2,251,121.04
34.	**Prachi Desai**	5,600	0.01%	1,118,768.00
35.	**Chirayu Navalkar**	3,800	0.00%	759,164.00
	Total	**10,452,280**	**9.71%**	**2,088,156,498.40**

ANNEXURE – 2
NOTICE DETAILS OF THE MINORITY SHAREHOLDERS

#	Shareholder Name	Notice details
1.	**Sargam Retail Private Limited**	**Email:** prashantrunwal@malpani.com **Residential Address:** Building number A, Second Floor, 1 Modibaug Commercial, Office no. 6/B, Ganesh Khind Road, Shivajinagar, Pune - 411016
2.	**Rishabh Mariwala**	**Email:** rishabhm@marico.com **Residential Address:** 1st Floor, Seven on the Hill Apartments, Auxilium Convent Lane, Near Rajendra Kumar Chowk, Pali Hill, Bandra (West), Mumbai – 400050, Maharashtra, India.
3.	**Sanjay Raghunath HNI FDI**	**Email:** sanjay.raghunath@centena.com **Residential Address:** 376/6A ST. AL Barshaa Second Premise Number: 376996447 Premise Type: Residential Villa PO Box: 6488, Dubai
4.	**TCI Ventures Limited**	**Email:** tciventure@tcil.com **Residential Address:** DPT 625/626 DLF Prime Tower, Okhla Phase I, New Delhi – 110020
5.	**Kemywood Industries**	**Email:** kemywood@rediffmail.com **Residential Address:** Nirmal Jyoti Apartment, Flat No. 102, Jalaram Society, Near Haria Hospital, GIDC, Vapi – 396195, Gujarat, India.
6.	**Mr. Sujit Cherian Mrs. Preeti Sujit Cherian**	**Email:** sp@leapindia.net **Residential Address:** 302/303, Bellisima 15th Road, Bandra (West), Mumbai – 400050, Maharashtra, India.
7.	**Dipesh B Naik**	**Email:** dipesh@amiconstructions.in **Residential Address:** 311/12, M.A. High School, Ramjharuka Society, 2nd Tower, S. V. Road, Andheri (West), Mumbai, Maharashtra – 400058
8.	**Suchismita Satpathy**	**Email:** suchismita.satpathy@gmail.com **Residential Address:** E-301, Ashok Gardens, T. J. Road, Sewri, Mumbai – 400015 Maharashtra
9.	**Anshu Srivastava**	**Email:** anshu@vibgyorcapital.com **Residential Address:** 704 E, Grace, Vasant Oscar, LBS Marg, Mulund West, Mumbai – 400080
10.	**Sanjay Kothari**	**Email:** sanjay@skothari.com **Residential Address:** A-1404, Floor-14th Naman Midtown, Plot-FP 616(PT), Senapati Bapat Marg, Next to Indiabulls Finance Centre, Elphinstone Road (West) Mumbai – 400013
11.	**Chaitanya Deshpande**	**Email:** chaitanya@sharrpventures.com

#	Shareholder Name	Notice details
		Residential Address: Flat #2, Sanghi Residency, Palkhy Gully, Off Cadell Road, Prabhadevi, Mumbai – 400025, Maharashtra, India.
12.	**Prashant Yelurkar**	**Email:** 72prashant72@gmail.com **Residential Address:** 204, Mangal Murti Bldg, Adarsh Nagar, Belgaum Karnataka 590005
13.	**Miracle Carriers & Trading Co.**	**Email:** ayush@premcables.com **Residential Address:** Peepliya Kalan Tehsil, Raipur Marwaa Pali, Pali Marwar Rajasthan, 306307
14.	**Jinesh Jain**	**Email:** jinesh.jain@rentalpha.com **Residential Address:** C-1401, Oberoi Springs, Off Link Road, Andheri (West), Mumbai-400053
15.	**Divya Rathi**	**Email:** divyarathi18@gmail.com **Residential Address:** B-72, 7th Floor, Dakshina Park, Road No.10, Juhu, Mumbai, Maharashtra - 400049
16.	**Garima Malpani**	**Email:** garima.jaithliya@gmail.com **Residential Address:** Alok Dip, Gurjar Mohalla, Shivaji Nagar, Kishangarh, Madanganj Kishangarh, Ajmer, Rajasthan – 305 801
17.	**Aman Kapoor**	**Email:** kapuraman@gmail.com **Residential Address:** House no 51, Gillco Valley, Chandigarh Kharar Road, Sector 127, Greater Mohali, Kharar SAS Nagar, Punjab 140301
18.	**Anil Agrawal**	**Email:** anil@atharva.co.in **Residential Address:** 31, 3rd floor, Parul building, next to hotel four seasons, juhu church, Juhu, vile parle west, Mumbai 400049
19.	**Deepak Goyal**	**Email:** Goyaldeepak@yahoo.com **Residential Address:** H No 701, Youngster CGHS Ltd, Plot No 13 C, Sector 6 Dwarka, Delhi 110075
20.	**Sujay S Jagani**	**Email:** sujay@vibgyorcapital.com **Residential Address:** 101, Nayan Kunj, 18th Road, Khar West, Mumbai – 400052
21.	**Swapneel Surinder Shah**	**Email:** swapsshah@gmail.com **Residential Address:** Flat No 6, 24B, Arman Society, Gultekdi, Pune 411037
22.	**Ceramet Consultants Pvt. Ltd**	**Email:** ceramet.india@gmail.com / aniket@goreindia.com **Residential Address:** 8-E, 5th Floor, Nilkanth CHSL, Shivsagar, Pandurang Naik Road, No.5, Shivaji Park, Dadar, Mumbai – 400 018
23.	**Govind Saboo**	**Email:** govind.saboo@gmail.com

#	Shareholder Name	Notice details
		Residential Address: 97, Dinanath ji ka rasta, Chand Pole Bazar, Jaipur G.P.O., For New VTC, Jaipur Rajasthan 302 001
24.	**Rohit Doshi HUF**	**Email:** jinesh@srujanalpha.com **Residential Address:** 323, Dev Ashish, Nahar Nagar, Liberty Garden, Extension Road, Malad (West), Mumbai - 400064
25.	**Amit Goyal**	**Email:**amit.goyal@ethoscapital.in **Residential Address:** A- 2302, Oberoi Splendor, J V L R Link Road, Opp Majas Depot Jogeshwari East, Mumbai 400060
26.	**P Anitha**	**Email:** 4gcapital1991@gmail.com **Residential Address:** 13/27, Muthial Chetty Street, Purasawalkam, Vepery, Chennai, Tamil Nadu-600007
27.	**Anish Rathi**	**Email:** anishrathi94@gmail.com **Residential Address:** B-72 7th Floor Dakshina Park N. S. Road No. 10 JVPD Scheme Juhu Mumbai, 400049, Maharashtra India
28.	**Deepa Jaithaliya**	**Email:** gauravjaithliya@gmail.com **Residential Address:** E – 16-17, Laxmi Narayan Vihar Colony, Ajmer Road, Madanganj, Kishangarh, Ajmer, Rajasthan – 305 801
29.	**Madhu Prakash Singh**	**Email:** madhu.singh.auto@gmail.com **Residential Address:** C – 381, Beta – 1, Greater Noida, Rampur Jagir, Gautam Buddha Nagar, Uttar Pradesh 201 306
30.	**Priyank Jain**	**Email:** mail4priyank@gmail.com **Residential Address:** 2500/25, Anand Nagar, Ajmer, Rajasthan -305001
31.	**Anil Bafna**	**Email:** bafna_anil@yahoo.com **Residential Address:** 64 Pradhan Marg, Vidyut Abhiyanta Colony, Malviya Nagar Jaipur, Jaipur Pin : 302017 Rajasthan India
32.	**Jyoti Bhaiya**	**Email:** cajyotirathi1@gmail.com **Residential Address:** 18/19 Dr Abani Dutta Road, 5th Floor, Howrah 711106, West Bengal
33.	**Nekita Jain**	**Email:** rohitgolecha@gmail.com **Residential Address:** 502, Matushree Apartments, 196 Andheri Kurla Road, Andheri East, Mumbai - 400069
34.	**Prachi Desai**	**Email:** pudesai12@gmail.com **Residential Address:** G 38 New Ambivali Chs Off Veera, Desai Andheri West Rd Jeevan Nagar, ,Mumbai, Maharashtra, India
35.	**Chirayu Navalkar**	**Email:** navalkar@buffalo.edu **Residential Address:** A 101, 10th Floor, Highway Apartments, Behind Sion Fort, Sion East, Mumbai 400022

ANNEXURE – 3
CONDITIONS PRECEDENT

PART A – RESIDENT MINORITY SHAREHOLDERS CONDITIONS PRECEDENT

(a) The Resident Minority Shareholder will provide to the Investor their bank account details in India;

(b) The Resident Minority Shareholder will provide a confirmation to the Investor that such Resident Minority Shareholder is a 'tax resident' of India as per the terms of Section 6 of the IT Act and will continue to be a 'tax resident' of India for the entire financial year in which the Minority Closing will occur

(c) The Resident Minority Shareholder will provide to the Investor and the Company a copy of their demat account statement identifying such Resident Minority Shareholders as the holder of the Minority Securities free of all encumbrances;

(d) The Resident Minority Shareholder will provide to the Investor and the Company documents (including but not limited to consent letters and declarations) prescribed under applicable law in the form required by the Investor and/or its authorized dealer required to be enclosed along with each Form FC-TRS (which is to be filed in the Single Master Form format) in accordance with FEMA;

(e) Resident Minority Shareholder will provide to the Investor and the Company copies of the duly filled up demat slips required to transfer their securities to the Investor under the terms of this Agreement;

(f) The Resident Minority Shareholder will provide to the Investor and the Company certified true copy of their respective PAN cards;

(g) The Resident Minority Shareholders shall deliver to the Investor a status report issued by a reputed Chartered Accountant ("**281 Status Report**"), in the form and manner acceptable to the Investor, setting out the list of any pending tax demands and pending tax actions in relation to such Resident Minority Shareholders along with an opinion from the reputed Chartered Accountant with respect to its view on the pending tax litigations specifying that on the date of issue of the 281 Status Report, such Resident Minority Shareholders does not have any outstanding or disputed tax liability or pending tax actions in India that may warrant the sale of the Minority Securities to the Investor to be void under Section 281 of the IT Act or where such actions subsist, such Resident Minority Shareholder has sufficient financial resources to meet such liability; and

(h) The Resident Minority Shareholders having delivered to the Investor the Tax Gain Computation in relation to their Respective Proportion of Minority Securities.

For the purpose of Part A of this Schedule and this Agreement, "**Tax Gain Computation**" for the Resident Minority Shareholder means an opinion, along with a reliance letter, from a reputed Chartered Accountant in the form and manner acceptable to Investor, confirming that: (i) the Resident Minority Shareholder is resident of India in the financial year in which the Minority Closing takes place (subject to such Minority Shareholder adhering to the Tax Covenants prescribed in case of Minority Shareholders (not being a NR Minority Shareholder) under Annexure 5 of this Agreement) , and (ii) the Investor should not be required to withhold taxes in respect of the Respective Proportion of the Minority Securities Purchase Price payable to such Resident Minority Shareholder in respect of the Minority Securities. The opinion shall take into account any additional facts or information requested by the Investor to be covered therein.

PART B – NR MINORITY SHAREHOLDERS CONDITIONS PRECEDENT

(a) The NR Minority Shareholder will provide to the Investor their bank account details in India;

(b) The NR Minority Shareholder will provide a confirmation to the Investor that such NR Minority Shareholder is not a 'tax resident' of India as per the terms of Section 6 of the IT Act and will continue to be non resident in India as per the terms of Section 6 of the IT Act for the entire financial year in which the Minority Closing will occur;

(c) The NR Minority Shareholder will provide to the Investor and the Company a copy of their demat account statement identifying such NR Minority Shareholders as the holder of the Minority Securities free of all encumbrances;

(d) The NR Minority Shareholder will provide to the Investor and the Company copies of the duly filled up demat slips required to transfer their securities to the Investor under the terms of this Agreement

(e) Each of the NR Minority Shareholders shall have provided to the Investor certified true copy of their respective PAN cards.

(f) Each of the NR Minority Shareholders having procured and delivered to the Investor a status report issued by a Reputed Chartered Accountant ("**281 Status Report**"), in the form and manner acceptable to the Investor, setting out the list of any pending tax demands and pending tax actions in relation to such NR Minority Shareholders along with an opinion from the Reputed Chartered Accountant with respect to its view on the pending tax litigations specifying that on the date of issue of the 281 Status Report, such NR Minority Shareholders does not have any outstanding or disputed tax liability or pending tax actions in India that may warrant the sale of the Minority Securities to the Investor to be void under Section 281 of the IT Act or where such actions subsist, such NR Minority Shareholder has sufficient financial resources to meet such liability];

(g) Each of the NR Minority Shareholders shall deliver to the Investor the Tax Gain Computation in relation to their Respective Proportion of Minority Securities.

(h) The NR Minority Shareholder required to Form FC-TRS, in relation to the Minority Securities held by such Minority Shareholder, under the provision of FEMA will provide to the Investor and the Company documents (including but not limited to consent letters and declarations) prescribed under applicable law in the form required by the Investor and/or its authorized dealer required to be enclosed along with each Form FC-TRS (which is to be filed in the Single Master Form format) in accordance with FEMA;

(i) Each of the NR Minority Shareholders shall provide the draft of the Form 15CB in the form and manner acceptable to the Investor, to be issued by a chartered accountant, in relation to the remittance of their Respective Proportion of the Minority Securities Purchase Price, by the Investor, to such NR Minority Shareholder;

(j) Each of the NR Minority Shareholders will need to share Form 10F as per prescribed under IT Act read with Rules thereunder.

For the purpose of this Schedule and this Agreement, "**Tax Gain Computation**" for NR Minority Shareholder means a tax computation, on a reliance basis, and in the form and manner reasonably acceptable to the Investor, issued by a Reputed Chartered Accountant along with appropriate notes and disclosure regarding residential status of the NR Minority Shareholder and withholding tax implications on the Investor, along with computation from a Reputed Chartered Accountant, issued to the Investor, stating the aggregate quantum of capital gains (in Indian National Rupees) (along with calculation and basis thereof and notes thereto) arising or accruing to the NR Minority Shareholders upon the sale of the Minority Securities by the NR Minority Shareholders and the applicable tax (in Indian National Rupees) (along with calculation and basis thereof), computed in accordance with the provisions of the IT Act, as on the date of Minority Closing. The opinion shall take into account any additional facts or information requested by the Investor to be covered therein.

ANNEXURE – 4
CLOSING ACTIONS – TAX

1. the Investor shall, subject to receipt of Form 15CB from the NR Minority Shareholders in a timely manner, submit Form 15CA in respect of the Minority Securities, as per Applicable Laws, in the form and manner acceptable to the NR Minority Shareholders, and provide a copy of the same to the respective NR Minority Shareholders.

ANNEXURE – 5
TAX COVENANTS

1. In case of the Resident Minority Shareholder, each of the Resident Minority Shareholders undertakes and covenants to the Investor to ensure that the Resident Minority Shareholder continues to remain a tax resident of India as defined under Section 6 read with Section 2(42) of the IT Act during the financial year in which Minority Closing takes place.

ANNEXURE – 6
TAX WARRANTIES

PART – A (RESIDENT MINORITY SHAREHOLDERS TAX WARRANTIES)

As of the date of this letter and as of the Minority Closing Date, each of the Resident Minority Shareholders severally (and not jointly or jointly and severally), represents and warrants to the Investor as of the Execution Date and as of the Minority Closing Date that:

1. Tax residential Status. The Minority Shareholder is a tax resident as defined under Section 6 read with Section 2(42) of the IT Act for the financial year in which the Minority Closing occurs.

2. The Minority Shareholder shall receive its Respective Proportion of the Minority Securities Purchase Price in their INR denominated bank account in India.

3. The warranties, facts, representations, information, and/or documents provided by the Minority Shareholder and / or considered by a reputed chartered accountant for the purpose of the Tax Gain Computation and the Withholding Tax Amount mentioned therein are true, accurate, and complete.

4. The permanent account number allotted to the Minority Shareholder for Indian tax purposes is as provided to the Investor as part of the conditions precedent. The same is validly subsisting as of the Minority Closing Date.

PART – B (NR MINORITY SHAREHOLDERS WARRANTIES)

As of the date of this letter and as of the Minority Closing Date, each of the NR Minority Shareholders severally (and not jointly or jointly and severally), represents and warrants to the Investor as of the Execution Date and as of the Minority Closing Date that:

1. Tax residential Status. The Minority Shareholder is a 'non-resident' as defined under section 6 read with section 2(30) of the IT Act for the financial year in which the Minority Closing occurs.

2. The warranties, facts, representations, information, and/or documents provided by the Minority Shareholder and / or considered by a reputed chartered accountant for the purpose of its respective Tax Gain Computation and the Withholding Tax Amount mentioned therein are true, accurate, and complete. The Minority Shareholder represents that the contents of its respective Tax Gain Computation, when given, will reflect the true, accurate, exact, complete and appropriate Withholding Tax Amount to be deducted by the Investor as per the provisions of section 195 of the IT Act.

3. The Minority Securities are held as 'capital asset' as defined under the IT Act and the Minority Shareholder has classified the same in its books of accounts as non-current assets/ investments and not classified the same in its books of accounts as 'Stock in Trade'. The Minority Shareholder has been holding the Minority Securities on a continuous basis as 'capital asset' since acquisition. All the gains accruing on the sale of Minority Securities are in the nature of 'income from capital gains' in the context of the provisions of the IT Act.

4. The permanent account number allotted to the Minority Shareholder for Indian tax purposes is as provided to the Investor as part of the conditions precedent. The same is validly subsisting as of the Minority Closing Date.

5. The Minority Shareholder is an individual (in case of the Minority Shareholder being a natural person) and the surcharge/ cess rate applicable is of individual. Further, the Minority Shareholder is not and will not be assessed or assessable to tax as an 'Association of Persons' or 'Firm' or 'Body of Individuals' or 'Company' or an 'Artificial Juridical Person' for the purpose of the IT Act in respect of the gains arising on sale of Minority Securities as per this Agreement.

ANNEXURE – 7
POST CLOSING TAX UNDERTAKINGS

1. Subsequent to the Minority Closing Date, the NR Minority Shareholders shall file income-tax returns as per the IT Act showing Withholding Tax Amount not being greater than the amount as per Tax Gain Computation within the prescribed statutory timelines. The NR Minority Shareholders shall provide to the Investor, sanitized copies of such income-tax return along with its acknowledgment within 14 (Fourteen) days of such filing.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and on behalf of **SARGAM RETAIL PRIVATE LIMITED**

Sargam R... Pvt. Ltd Sangamner

Name: Mr. Jai Malpani

Designation: Director.

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **RISHABH MARIWALA**

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and on behalf of **SANJAY RAGUNATH HNI FDI**

Name:

Designation:

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and on behalf of **TCI VENTURES LIMTIED**

TCI VENTURES LIMITED

Name: ASHISH K. TIWARI

Designation: director.

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and on behalf of **KEMYWOOD INDUSTRIES**

For KEMY WOOD INDUSTRIES

Proprietor/Mandate

Name: Jashmi. D. Sanghvi.

Designation: Proprietor.

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

igned and acknowledged by **PREETI SUJIT CHERIAN**

PCherian

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

igned and acknowledged by **SUJIT CHERIAN**

____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **DIPESH B NAIK**

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **SUCHISMITA SATPATHY**

Suchismita Satpathy

____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **ANSHU SHRIVASTAVA**

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **SANJAY KOTHARI**

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **CHAITANYA DESHPANDE**

Chaitanya. T. Deshpande

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **PRASHANT YELURKAR**

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and on behalf of **MIRACLE CARRIERS & TRADING COMPANY**

For Miracle Carriers & Trading Co

Partner/Authorised Signatory

Name: AYUSH A SHAH

Designation: PARTNER.

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **JINESH JAIN**

Jain

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **DIVYA RATHI**

Divya Rathi

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **GARIMA MALPANI**

Garima

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **AMAN KAPOOR**

Aman Kapoor

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **ANIL AGRAWAL**

Anil Agrawal

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **DEEPAK GOYAL**

Deepak 01/08/2023

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd. LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **SUJAY S JAGANI**

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **SWAPNEEL SURINDER SHAH**

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and behalf of **CERAMET CONSULTANTS PRIVATE LIMITED**

M.A.G.

CERAMET CONSULTANTS PRIVATE LIMITED MUMBAI

Name: Minoti Gore

Designation: Director

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **GOVIND SABOO**

Govind Saboo

____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and on behalf of **ROHIT DOSHI HUF**

For DOSHI ROHITKUMAR CHANDULAL (HUF)

RLDoshi

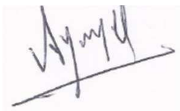
Karta

Name: DOSHI ROHITKUMAR CHANDULAL.

Designation: KARTA OF HUF

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by AMIT GOYAL



____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

P. Anitha

Signed and acknowledged by **P ANITHA**

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **ANISH RATHI**

Anish Rathi

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **DEEPA JAITHALIYA**

Deepa Jaithaliya

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **MADHU PRAKAHS SINGH**

31.07.2023

MADHU PRAKASH SINGH

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **PRIYANK JAIN**

Priyank

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Anil Bafna

Signed and acknowledged by **ANIL BAFNA**

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **JYOTI BHAIYA**

Jyoti Bhaiya

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **NEKITA JAIN**

Njain

____

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **PRACHI DESAI**

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **CHIRAYU NAVALKAR**

Signature page to the Letter Agreement executed between Vertical Holdings II Pte. Ltd, LEAP India Private Limited and the Minority Shareholders.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed for and on behalf of **LEAP INDIA PRIVATE LIMITED**

LEAP INDIA PVT. LTD.
LEAP

____

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS LETTER AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Signed and acknowledged by **VERTICAL HOLDINGS II PTE. LTD.**

____