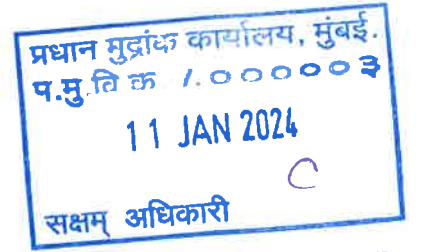


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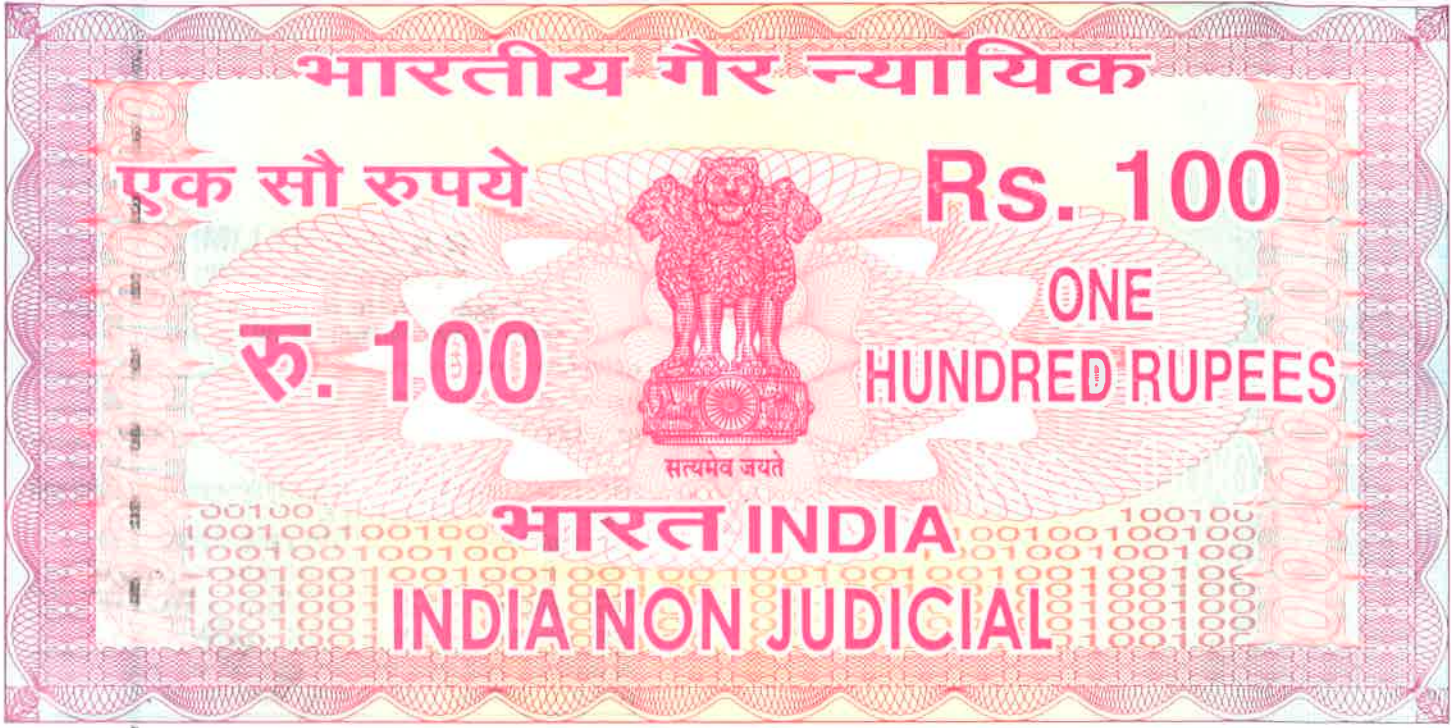
2023

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श्रीमती सुषमा चव्हाण

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT DATED 29 JANUARY, 2024 ENTERED INTO BY AND AMONG R K SWAMY LIMITED, SRINIVASAN K SWAMY, NARASIMHAN KRISHNASWAMY, EVANSTON PIONEER FUND L.P., PREM MARKETING VENTURES LLP, SBI CAPITAL MARKETS LIMITED, IIFL SECURITIES LIMITED AND MOTILAL INVESTMENT ADVISORS LIMITED.



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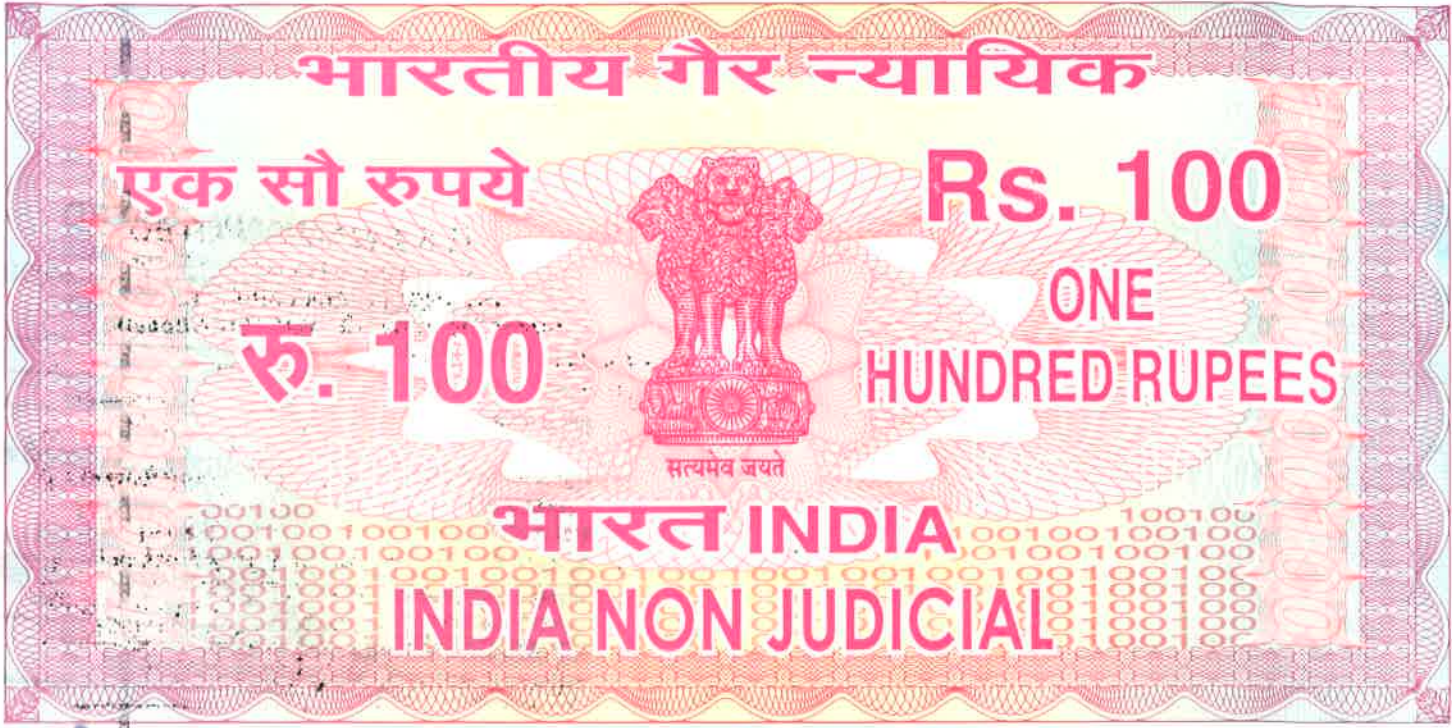
2023

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००६
11 JAN 2024
सक्षम अधिकारी

श्रीमती सुषमा चव्हाण

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महाराष्ट्र MAHARASHTRA

2023

84AA 627651

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००६

11 JAN 2024

सक्षम अधिकारी

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT DATED 29 JANUARY, 2024 ENTERED INTO BY AND AMONG R K SWAMY LIMITED, SRINIVASAN K SWAMY, NARASIMHAN KRISHNASWAMY, EVANSTON PIONEER FUND L.P., PREM MARKETING VENTURES LLP, SBI CAPITAL MARKETS LIMITED, IIFL SECURITIES LIMITED AND MOTILAL INVESTMENT ADVISORS LIMITED.



AMENDMENT TO THE OFFER AGREEMENT

DATED 29 JANUARY 2024

BY AND AMONG

R K SWAMY LIMITED

AND

SRINIVASAN K SWAMY

AND

NARASIMHAN KRISHNASWAMY

AND

EVANSTON PIONEER FUND L.P.

AND

PREM MARKETING VENTURES LLP

AND

SBI CAPITAL MARKETS LIMITED

AND

IIFL SECURITIES LIMITED

AND

MOTILAL OSWAL INVESTMENT ADVISORS LIMITED

This **AMENDMENT TO THE OFFER AGREEMENT** (the “**Amendment Agreement**”) is entered on this 29th Day of January 2024, at Mumbai **BY AND AMONG**:

1. **R K SWAMY LIMITED**, a company incorporated under the laws of India and having its registered office at No. 19, Wheatcrofts Road, Nungambakkam, Chennai 600 034, Tamil Nadu, India (the “**Company**” or the “**Issuer**”); and
2. **SRINIVASAN K SWAMY**, an Indian resident residing at 55/30, Prithvi Avenue, 4th Street, Abhiramapuram, Teynampet, Chennai – 600 018, Tamil Nadu, India; and
3. **NARASIMHAN KRISHNASWAMY**, an Indian resident residing at 12 Kshitij, Napeansea Road, Malabar Hill S.O, Mumbai– 400 006, Maharashtra, India; and
4. **EVANSTON PIONEER FUND L.P.**, a Delaware LP/LLP authorised to transact business in the State of Illinois, having its designated office at 20570 N, Plumwood Drive, Kildeer, Illinois 60047 0000; and
5. **PREM MARKETING VENTURES LLP**, an LLP incorporated under the Limited Liability Partnership Act, 2008, having its registered office at A/601, Tulsi CHS, Plot No.133/134, Sector 28, Vashi, Navi Mumbai, Thane, Maharashtra, India; and
6. **SBI CAPITAL MARKETS LIMITED**, a company incorporated under the laws of India and having its registered office is situated Unit No. 1501, 15th floor, A & B Wing, Parinee Crescenzo Building, Plot C- 38, G Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051, Maharashtra (“**SBICAPS**”); and
7. **IIFL SECURITIES LIMITED**, a company incorporated under the laws of India and having its registered office at IIFL House, Sun Infotech Park, Road No. 16V, Plot No. B-23, Thane Industrial Area, Wagle Estate, Thane 400 604 and which is operating through its office at 24th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India (“**IIFL**”); and
8. **MOTILAL OSWAL INVESTMENT ADVISORS LIMITED**, a company incorporated under the laws of India and having its registered office at Motilal Oswal Tower, 10th Floor, Rahimtullah Sayani Road, Prabhadevi, Mumbai 400025, Maharashtra, India (“**Motilal Oswal**”).

In this Agreement,

- (i) SBICAPS, IIFL and Motilal Oswal are collectively referred to as “**Book Running Lead Managers**” or “**BRLMs**” and individually as “**Book Running Lead Manager**” or “**BRLM**”;
- (ii) Srinivasan K Swamy and Narasimhan Krishnaswamy are collectively referred to as the “**Promoter Selling Shareholders**” and individually as a “**Promoter Selling Shareholder**”;
- (iii) Evanston Pioneer Fund L.P and Prem Marketing Ventures LLP are collectively referred to as “**Investor Selling Shareholders**” and individually as an “**Investor Selling Shareholder**”;
- (iv) The Promoter Selling Shareholders, and Investor Selling Shareholders are together referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”; and

- (v) The Company, the Selling Shareholders and the BRLMs are collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- (A) The Company and the Selling Shareholders propose to undertake an initial public offering of the equity shares of the Company bearing face value ₹ 5 each (the “Equity Shares”) comprising a fresh issue of Equity Shares by the Company of certain number of Equity Shares aggregating up to ₹ 1,730 million (the “Fresh Issue”) and an offer for sale of up to 8,700,000 Equity Shares by the Selling Shareholders (the “Offer for Sale” and together with Fresh Issue, the “Offer”), in accordance with the Companies Act, 2013 and the rules made thereunder (the “Companies Act”), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “SEBI ICDR Regulations”) and other applicable laws, at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations by the Company in consultation with the Book Running Lead Managers to the Offer (the “Offer Price”, and such offering, the “Offer”). The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations and in “offshore transactions” as defined in, and in reliance on, Regulation S (“Regulation S”) under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), and (ii) outside India and the United States, in “offshore transactions” as defined in, and in reliance on, Regulation S and in each case in compliance with the applicable laws of the jurisdictions where offers and sales are made. The Offer may also include allocation of Equity Shares, on a discretionary basis, to certain Anchor Investors by the Company, in consultation with the BRLMs, in accordance with the SEBI ICDR Regulations. The Offer includes a reservation of Equity Shares for subscription by Eligible Employees.
- (B) The board of directors of the Company (the “Board of Directors”) pursuant to its resolution dated 7 August 2023 have approved and authorized the Offer. Further, the Shareholders of the Company pursuant to special resolution in accordance with Section 62(1)(c) of the Companies Act have approved the Offer at their extraordinary general meeting held on 8 August 2023.
- (C) Each of the Selling Shareholders severally and not jointly, have consented to participate in the Offer for Sale pursuant to their respective consent letters and approved and authorized, as applicable, the Offer for Sale of their respective Equity Shares (“Offered Shares”), pursuant to their respective corporate authorizations, as applicable, details of which are set out in **Annexure B** of the Offer Agreement. The Board has taken on record the approval for the Offer for Sale by the Selling Shareholders pursuant to its resolution dated 7 August 2023.
- (D) The Company and the Selling Shareholders have appointed the BRLMs to manage the Offer as the book running lead managers, on an exclusive basis. The BRLMs, Company and Selling Shareholders have entered into an engagement letter dated March 24, 2023 in relation to fee and expenses payable to the BRLMs for managing the Offer (“Engagement Letter”), prior to filing of the DRHP with SEBI.
- (E) Pursuant to the ICDR Regulations, the Parties have entered into the Offer Agreement dated August 11, 2023 (“Offer Agreement”) in relation to the Offer.
- (F) The Company and the Selling Shareholders have filed a draft red herring prospectus dated August 11, 2023 (“DRHP”) with the Securities and Exchange Board of India (“SEBI”), and BSE

Limited and National Stock Exchange of India Limited (together the “**Stock Exchanges**”) and subsequently an addendum to the DRHP was filed on November 11, 2023 with SEBI and the Stock Exchanges. SEBI has subsequently issued certain observations on the DRHP (“**SEBI Observations**”).

- (G) After incorporating the comments and observations received from SEBI and the Stock Exchanges, respectively, the Company proposes to file a red herring prospectus and subsequently a prospectus with the Registrar of Companies, Tamil Nadu at Chennai (“**RoC**”) and thereafter with the SEBI and the Stock Exchanges, in accordance with the Companies Act, and the SEBI ICDR Regulations.
- (H) The Parties have agreed to amend Clause 13 of the Offer Agreement to provide for the referral of Disputes under the Offer Agreement to arbitration by an independent arbitration institution in terms of the SEBI master circular dated December 28, 2023, bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195, as maybe amended from time to time.
- (I) Therefore, the Parties wish to enter into this Amendment Agreement to the Offer Agreement.

1. DEFINITIONS AND INTERPRETATION

- 1.1. All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Offer Agreement or the Offer Documents (as defined under the Offer Agreement), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail, to the extent of any such inconsistency or discrepancy.
- 1.2. Rules of interpretation set out in Clause 1.2 of the Offer Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement, *mutatis mutandis*.
- 1.3. In case of conflict between the provisions of this Amendment Agreement and the Offer Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. EFFECTIVENESS

This Amendment Agreement shall come into effect from the date of the execution of this Amendment Agreement. All references to the Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Offer Agreement, as amended by this Amendment Agreement.

3. AMENDMENTS TO THE OFFER AGREEMENT

- 3.1. The Parties agree that **Recital A** of the Offer Agreement shall be replaced in its entirety with **Recital A** of this Amendment Agreement.
- 3.2. The Parties agree that the existing **Clause 2.3** of the Offer Agreement shall be replaced in its entirety with the following:

“The terms of the Offer, including the Price Band, and the Offer Price, including any discounts, revisions, modifications or amendments thereof, shall be decided by the Company, in consultation with the BRLMs. Further, the terms of the Offer that consists of, reservation in the

Offer (if any), the Bid/ Offer Opening Date, the Anchor Investor Bid/ Offer Period and the Bid/ Offer Closing Date, including any revisions, modifications, or amendments thereof, shall be decided by the Company and the Selling Shareholders, in consultation with the BRLMs. For avoidance of doubt, such decisions of the Selling Shareholders in relation to such terms of the Offer shall be conveyed by the Selling Shareholders in writing to the Company and the BRLMs. Such terms shall be conveyed (along with certified true copies of the relevant resolutions passed by the Board of Directors or the IPO Committee, as applicable) by the Company to the BRLMs in writing with a copy to the Selling Shareholders. The Basis of Allotment and all allocations (except with respect to Anchor Investors), Allotment of Equity Shares made pursuant to the Offer shall be finalized by the Company and the Selling Shareholders in consultation with the BRLMs, the Registrar to the Offer and the Designated Stock Exchange in accordance with Applicable Laws. Allocation to Anchor Investors, if any, shall be made on a discretionary basis by the Company and the Selling Shareholders in consultation with the BRLMs, in accordance with Applicable Laws.”

- 3.3. The Parties agree that the existing **Clause 9.2(xii)** of the Offer Agreement shall be replaced in its entirety with the following:

“any purchase and sale of the Equity Shares pursuant to an underwriting agreement, including the determination of the Offer Price, shall be on an arm’s length commercial transaction between the Company and the BRLMs, subject to, and on, the execution of an underwriting agreement in connection with the Offer, and the process leading to such transaction, the BRLMs shall act solely as a principal and not as the agent or the fiduciary of the Company, the Selling Shareholders, or their stockholders, creditors, employees or any other party, and the BRLMs have not assumed, nor shall assume, a fiduciary responsibility in favour of the Company or the Selling Shareholders with respect to the Offer or the process leading thereto (irrespective of whether the BRLMs have advised or are currently advising the Company or the Selling Shareholders on other matters), and the BRLMs do not have any obligation to the Company or the Selling Shareholders with respect to the Offer except the obligations expressly set out under this Agreement;”

- 3.4. The Parties agree that the existing **Clause 18.2** of the Offer Agreement shall be replaced in its entirety with the following:

“Other than (a) audit fees not attributable to the Offer, listing fees and expenses for any product or corporate advertisements consistent with past practice of the Company (other than the expenses relating to the Offer), which will be borne by the Company, and (b) fees and expenses in relation to the legal counsel to the Selling Shareholders which shall be borne by the respective Selling Shareholders, all costs, charges, fees and expenses associated with and incurred in connection with the Offer, including Offer advertising, printing, road show expenses, accommodation and travel expenses, stamp, transfer, issuance, documentary, registration, costs for execution and enforcement of this Agreement, Registrar’s fees, fees to be paid to the BRLMs, fees and expenses of legal counsel to the Company and the BRLMs, fees and expenses of the auditors, fees to be paid to Sponsor Banks, SCSBs (processing fees and selling commission), brokerage for Syndicate Members, commission to Registered Brokers, Collecting DPs and RTAs, and payments to consultants, and advisors, shall be shared among the Company and each of the Selling Shareholders in proportion to the number of Equity Shares issued and Allotted by the Company through the Fresh Issue and sold by each of the Selling Shareholders through the Offer for Sale. All such payments shall be made by the Company on behalf of the Selling Shareholders and upon the successful completion of the Offer, the Selling Shareholders agree that they shall, severally and not jointly, reimburse the Company in

proportion to their respective proportion of the Offered Shares, for any expenses incurred by the Company on behalf of such Selling Shareholder. The fees of the BRLMs shall be paid directly from the public offer account(s) where the proceeds of the Offer have been received, and immediately upon receipt of final listing and trading approvals from the Stock Exchanges, in the manner as may be set out in the escrow and sponsor bank agreement. It is further clarified that all payments shall be made first by the Company and that each of the Selling Shareholders shall reimburse the Company for respective proportion of the expenses upon the successful completion of the Offer. Further, in the event that the Offer is postponed, withdrawn or abandoned for any reason or in the event that the Offer is not successfully completed, all expenses in relation to the Offer including the fees of the BRLMs and legal counsel and their respective reimbursement for expenses which may have accrued up to the date of such postponement, withdrawal, abandonment or failure as set out in their respective engagement letters/ this Agreement, shall be borne, by the Selling Shareholders in proportion to the Offered Shares, sold by the respective Selling Shareholders, in accordance with, and subject to, Applicable Laws, irrespective of the postponement, withdrawal, abandonment or failure of the Offer. It is hereby clarified that the expenses related to the Offer shall be deducted from the Offer proceeds and only the balance amount shall be paid to the Selling Shareholders in proportion to the Offered Shares sold by the respective Selling Shareholders.

3.5. The Parties agree that the following **Clause 13** shall be replaced in its entirety with the following:

“13.1 In the event of any dispute, controversy or claim arising out of or in connection with this Agreement or the Engagement Letter between any or all of the Parties, including any question regarding its existence, validity, interpretation, implementation, breach or alleged breach, termination, or legal relationships established by this Agreement or the Engagement Letter, including any non-contractual disputes or claims (the “Dispute”), the parties to the dispute (the “Disputing Parties”) shall in the first instance seek to resolve the matter amicably through discussion among them. In the event that the Dispute is unresolved within seven (7) Working Days of commencement of discussion (or such longer period that may be mutually agreed upon by the Parties to the Dispute in writing) by amicable arrangement and compromise, such Dispute shall be resolved by, either of the Disputing Parties shall, by notice in writing to each other, refer the Dispute to binding arbitration to be conducted at the Mumbai Centre for International Arbitration (“MCIA”) an institutional arbitration center in India in accordance with the rules of MCIA in force at the time a Dispute arises (the “MCIA Arbitration Rules”), provisions of the Arbitration and Conciliation Act, 1996 (the “Arbitration Act” and Clause 13.2 below.

13.2 Any Dispute shall be referred to and finally resolved by binding arbitration conducted in accordance with the Arbitration Act or any other Applicable Laws including any circulars issued by SEBI. The arbitration shall be conducted by a panel of three arbitrators (one to be appointed jointly by the Company and the Selling Shareholders, one to be appointed jointly by the BRLMs, and the third arbitrator to be appointed by the two arbitrators so appointed within fifteen (15) days of the receipt of the second arbitrator’s confirmation of his/her appointment). In the event that the Company and/or the Selling Shareholders, on the one hand, or the BRLMs, on the other hand, fail to appoint an arbitrator, or the two arbitrators so appointed fail to appoint the third arbitrator as provided in this Clause 13.2, such arbitrator(s) shall be appointed in accordance with the Arbitration Act, and each arbitrator so appointed shall have at least five (5) years of relevant expertise in the area of securities and/or commercial laws. The seat and venue, of arbitration shall be Mumbai, India and can be online. The language to be used in the arbitral proceedings shall be English. The award shall be final, conclusive, and binding on the parties, and shall be subject to enforcement in any court of competent jurisdiction. The

arbitration award shall state the reasons on which it was based. A person who is not a party to this Agreement shall have no right to enforce any of its terms. The arbitrators shall have the power to award interest on any sums awarded. The Disputing Parties shall bear their respective costs incurred in such arbitration proceedings unless otherwise awarded or fixed by the arbitrators. The arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel). The Disputing Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement. The arbitrators shall have the power to award interest on any sums awarded.

- 13.3 *Nothing in this Clause 13 shall be construed as preventing any Party from seeking conservatory or similar interim relief in accordance with Applicable Laws. The Parties agree that the competent courts at Mumbai, India shall have sole and exclusive jurisdiction to grant any interim and/or appellate reliefs in relation to any Dispute under this Agreement.*
- 13.4 *Any reference made to the arbitration tribunal under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement, and the Engagement Letter.*
- 13.5 *The Parties, agree and acknowledge that in accordance with paragraph 3(b) of the SEBI master circular dated 28 December, 2023, bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195, as may be amended from time to time (the “SEBI ODR Circulars”), the Parties have elected to adopt independent institutional arbitration as the dispute resolution mechanism as described in this Agreement. Provided that, in the event any Dispute involving any Party is mandatorily required to be resolved by harnessing any other form as may be prescribed under Applicable Law, the Disputing Parties agree to adhere to such mandatory procedures for resolution of the Dispute notwithstanding the option exercised by such respective Disputing Party in this Agreement.*

4. MISCELLANEOUS

- 4.1. Parties to this Amendment Agreement represent that they have taken all applicable corporate action to authorize the execution and consummation of the Amendment Agreement or have the requisite and proper authorization to execute this Amendment Agreement, as applicable. They undertake to furnish satisfactory evidence of the same upon request. Further, this Amendment Agreement constitutes a valid and legal binding agreement with respect to matters stated herein.
- 4.2. The provisions of Clause 15 (*Governing Law and Jurisdiction*), Clause 17 (*Indemnity and Contribution*) and Clause 21.5 (*Notice*) of the Offer Agreement shall apply *mutatis mutandis* to this Amendment Agreement.
- 4.3. This Amendment Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.
- 4.4. This Amendment Agreement may be executed by delivery of a facsimile copy or .pdf format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a facsimile copy or .pdf format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such facsimile or .pdf format signature page, or at any time thereafter upon request. Provided,

however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or in .pdf format.

- 4.5. The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Offer Agreement. Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this Amendment Agreement. The Offer Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Offer Agreement and all terms and conditions of the Offer Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement.
- 4.6. If any provision or any portion of a provision of this Amendment Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision, or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties shall use their best efforts to negotiate and implement a substitute provision which is valid and enforceable and which as nearly as possible provides the Parties with the benefits of the invalid or unenforceable provision.
- 4.7. No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties thereto.

This page forms an integral part of the Amendment to Offer Agreement entered into among the Company, the Selling Shareholders and the Book Running Lead Managers.

IN WITNESS WHEREOF, this Amendment to Offer Agreement has been executed by the Parties on the day and year first above written.

Signed for and on behalf of **R K SWAMY LIMITED**



Authorised Signatory

Name: Narasimhan Krishnaswamy

Designation: Group CEO & Whole time Director

This page forms an integral part of the Amendment to Offer Agreement entered into among the Company, the Selling Shareholders and the Book Running Lead Managers.

IN WITNESS WHEREOF, this Amendment to Offer Agreement has been executed by the Parties on the day and year first above written.

Signed and delivered by **SRINIVASAN K SWAMY**

A handwritten signature in blue ink, appearing to be 'Srinivasan K Swamy', is written above a horizontal line.

This page forms an integral part of the Amendment to Offer Agreement entered into among the Company, the Selling Shareholders and the Book Running Lead Managers.

IN WITNESS WHEREOF, this Amendment to Offer Agreement has been executed by the Parties on the day and year first above written.

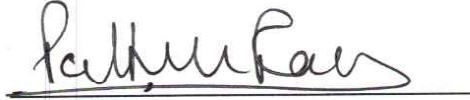
Signed and delivered by **NARASIMHAN KRISHNASWAMY**



This page forms an integral part of the Amendment to Offer Agreement entered into among the Company, the Selling Shareholders and the Book Running Lead Managers.

IN WITNESS WHEREOF, this Amendment to Offer Agreement has been executed by the Parties on the day and year first above written.

Signed for and on behalf of **EVANSTON PIONEER FUND L.P.**

A handwritten signature in black ink, appearing to read 'Pattabhi Raman', is written over a horizontal line.

Authorised Signatory

Name: Pattabhi Kothandapani Raman

Designation: Manager, Evanston Pioneer Fund LP

This page forms an integral part of the Amendment to Offer Agreement entered into among the Company, the Selling Shareholders and the Book Running Lead Managers.

IN WITNESS WHEREOF, this Amendment to Offer Agreement has been executed by the Parties on the day and year first above written.

Signed for and on behalf of **PREM MARKETING VENTURES LLP**

A handwritten signature in blue ink, appearing to be 'R. Narayanan', is written over a horizontal line.

Authorised Signatory

Name: Ranganathan Narayanan

Designation: Designated Partner

This page forms an integral part of the Amendment to Offer Agreement entered into among the Company, the Selling Shareholders and the Book Running Lead Managers.

IN WITNESS WHEREOF, this Amendment to Offer Agreement has been executed by the Parties on the day and year first above written.

Signed for and on behalf of **SBI CAPITAL MARKETS LIMITED**

Aditya Deshpande



Authorised Signatory



Name: Aditya Deshpande

Designation: Assistant Vice President

This page forms an integral part of the Amendment to Offer Agreement entered into among the Company, the Selling Shareholders and the Book Running Lead Managers.

IN WITNESS WHEREOF, this Amendment to Offer Agreement has been executed by the Parties on the day and year first above written.

Signed for and on behalf of **IIFL SECURITIES LIMITED**

Authorised Signatory

Name: Nishita Mody

Designation: Vice President

This page forms an integral part of the Amendment to Offer Agreement entered into among the Company, the Selling Shareholders and the Book Running Lead Managers.

IN WITNESS WHEREOF, this Amendment to Offer Agreement has been executed by the Parties on the day and year first above written.

Signed for and on behalf of **MOTILAL OSWAL INVESTMENT ADVISORS LIMITED**



Authorised Signatory

Name: Subodh Mallya

Designation: Senior Group Vice President