



महाराष्ट्र MAHARASHTRA

2023

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००००९
26 SEP 2023
सक्षम अधिकारी

श्रीमती लता सांगळे

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT DATED OCTOBER 6, 2023 ENTERED INTO BY AND AMONG PROTEAN eGOV TECHNOLOGIES LIMITED (formerly known as NSDL e-Governance Infrastructure Limited), ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED, NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED, 360 ONE SPECIAL OPPORTUNITIES FUND, NSE INVESTMENTS LIMITED, ADMINISTRATOR OF THE SPECIFIED UNDERTAKING OF UNIT TRUST OF INDIA, HDFC BANK LIMITED, AXIS BANK LIMITED, DEUTSCHE BANK A.G. AND UNION BANK OF INDIA



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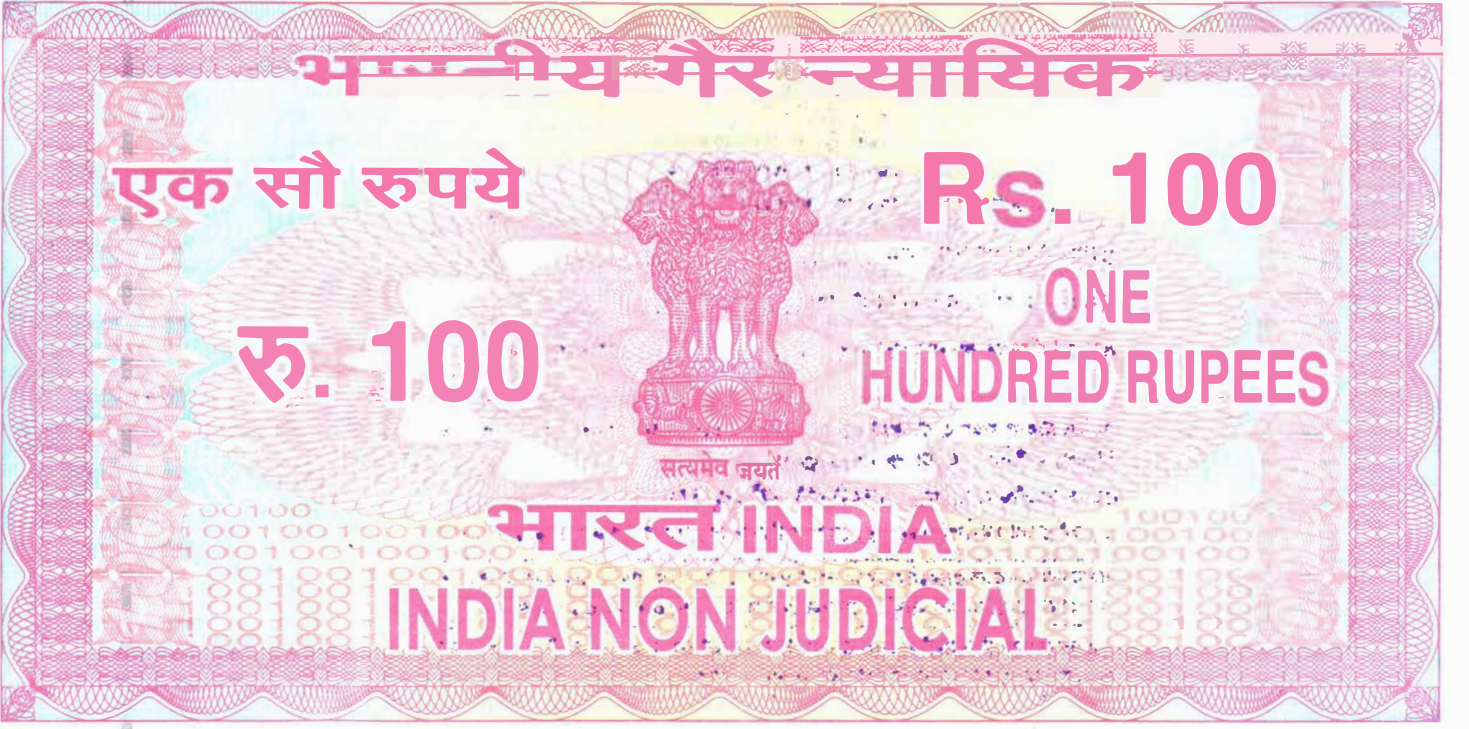
○ 2023 ○

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क ८०००००९
12 SEP 2023
सक्षम अधिकारी

श्रीमती सुपमा चव्हाण

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT DATED OCTOBER 6, 2023 ENTERED INTO BY AND AMONG PROTEAN eGOV TECHNOLOGIES LIMITED (formerly known as NSDL e-Governance Infrastructure Limited), ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED, NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED, 360 ONE SPECIAL OPPORTUNITIES FUND, NSE INVESTMENTS LIMITED, ADMINISTRATOR OF THE SPECIFIED UNDERTAKING OF UNIT TRUST OF INDIA, HDFC BANK LIMITED, AXIS BANK LIMITED, DEUTSCHE BANK A.G. AND UNION BANK OF INDIA



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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.विक ८०००००९
12 SEP 2023
सक्षम अधिकारी C

श्रीमती सुषमा चव्हाण

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT DATED OCTOBER 6, 2023 ENTERED INTO BY AND AMONG PROTEAN eGOV TECHNOLOGIES LIMITED (formerly known as NSDL e-Governance Infrastructure Limited), ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED, NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED, 360 ONE SPECIAL OPPORTUNITIES FUND, NSE INVESTMENTS LIMITED, ADMINISTRATOR OF THE SPECIFIED UNDERTAKING OF UNIT TRUST OF INDIA, HDFC BANK LIMITED, AXIS BANK LIMITED, DEUTSCHE BANK A.G. AND UNION BANK OF INDIA

DATED OCTOBER 6, 2023

AMENDMENT TO THE OFFER AGREEMENT

BY AND AMONGST

PROTEAN eGOV TECHNOLOGIES LIMITED

AND

SELLING SHAREHOLDERS LISTED IN ANNEXURE I

AND

ICICI SECURITIES LIMITED

AND

EQUIRUS CAPITAL PRIVATE LIMITED

AND

IIFL SECURITIES LIMITED

AND

NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED

This **AMENDMENT TO THE OFFER AGREEMENT** (the "**Amendment Agreement**") is entered on this sixth day of October, 2023, at Mumbai **BY AND AMONGST**:

PROTEAN eGOV TECHNOLOGIES LIMITED, previously known as NSDL e-Governance Infrastructure Limited, a company incorporated under the laws of India and whose registered office is situated at Times Tower, 1st Floor, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 (the “**Company**” or the “**Issuer**”);

AND

ICICI SECURITIES LIMITED, a company incorporated under the laws of India and whose registered office is situated at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai - 400 025 (“**I-SEC**”);

AND

EQUIRUS CAPITAL PRIVATE LIMITED, a company incorporated under the laws of India and whose registered office is situated at 12th Floor, C Wing, Marathon Futurex, N.M.Joshi Marg, Lower Parel, Mumbai 400 013 (“**Equirus**”);

AND

IIFL SECURITIES LIMITED, a company incorporated under the laws of India and whose registered office is situated at IIFL House, Sun Infotech Park, Road No. 16V, Plot No. B-23, Thane Industrial Area, Wagle Estate, Thane 400 604 and operating through its office at 24th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013, Maharashtra, India (“**IIFL**”);

AND

NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED, a company incorporated under the laws of India and whose registered office is situated Ceejay House, Level 11 Plot F, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai 400 018 (“**Nomura**”);

AND

360 ONE SPECIAL OPPORTUNITIES FUND, a Close Ended scheme of IIFL Private Equity Fund, a Category II Alternative Investment Fund and registered with Securities and Exchange Board of India under the provisions of SEBI (Alternative Investment Funds) Regulations, 2012 (registration no. IN/AIF2/12-13/0015 as Category II Alternative Investment Fund and whose registered office is situated 6th floor, IIFL Centre, Kamala Mills, Senapati Bapat Marg, Lower Parel(W), Mumbai – 400013 (“**360 ONE Fund**”);

AND

NSE INVESTMENTS LIMITED, a company incorporated under the laws of India and whose registered office is situated at Exchange Plaza, Plot C-1, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 (“**NSE Investments**”);

AND

ADMINISTRATOR OF THE SPECIFIED UNDERTAKING OF UNIT TRUST OF INDIA, a government of India undertaking incorporated pursuant to laws of India and whose registered office is situated UTI Tower, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400 051 (“**SUUTI**”);

AND

HDFC BANK LIMITED, a company incorporated under the laws of India and whose registered office is situated HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai – 400 013 (“**HDFC**”);

AND

AXIS BANK LIMITED, a company incorporated under the laws of India and whose registered office is situated Axis House, 8th Floor, C-2, Wadia International Centre, Pandurang Budhkar Marg, Worli, Mumbai - 400 025 (“**Axis**”);

AND

DEUTSCHE BANK AG, a banking company duly organized and validly existing under the laws of Germany and a scheduled commercial bank for the purposes of the Reserve Bank of India Act, 1934 and having its registered office in India at Deutsche Bank House, Hazarimal Somani Marg, Fort, Mumbai- 400 001 acting through its Mumbai branch (“**DB**”);

AND

UNION BANK OF INDIA, a body corporate incorporated under the laws of India and whose registered office is situated Union bank Bhavan, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021 (“**UBI**”).

In this Agreement, I-SEC, Equirus, IIFL and Nomura are collectively referred to as “**Managers**” and individually as a “**Manager**”; (ii) 360 ONE Fund, NSE Investments, SUUTI, HDFC, Axis, DB, and UBI are together referred to as the “**Selling Shareholders**” and individually as a “**Selling Shareholder**”; and (iii) the Company, the Selling Shareholders and the Managers are collectively referred to as the “**Parties**” and individually as a “**Party**”. It is hereby clarified that for the purposes of the Offer (including any documents to be executed by the Selling Shareholder in respect of the Offer) the Mumbai branch office of DB is the shareholder in the Company and is acting as a Selling Shareholder.

WHEREAS:

- (A) The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value INR 10 each of the Company (the “**Equity Shares**”), comprising an offer for sale of Equity Shares (“**Offered Shares**”) held by the Selling Shareholders (the “**Offer**” or “**Offer for Sale**”) in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**ICDR Regulations**”) and other Applicable Laws, at such price as may be determined through the book building process under the ICDR Regulations, by the Company and the Selling Shareholders in consultation with the Managers.
- (B) The Offer will be made: (i) within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations, (ii) outside the United States, to institutional investors in “offshore transactions” as defined in and in reliance upon Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and in each case in compliance with the applicable laws of the jurisdictions where offers and sales are made; and (iii) within the United States, only to persons reasonably believed to be “qualified

institutional buyers” (as defined in Rule 144A under the U.S. Securities Act) in transactions exempt from the registration requirements of the U.S. Securities Act.

- (C) The Company and the Selling Shareholders have appointed the Managers to manage the Offer as the book running lead managers on an exclusive basis and the Managers have accepted the engagement in terms of the fee letter dated December 24, 2021, subject to the terms and conditions set forth herein (the “**Fee Letter**”). The agreed fees and expenses payable to the Managers for managing the Offer are as set forth in the Fee Letter.
- (D) In compliance with proviso to Regulation 21A(1) the Securities and Exchange Board of India (Merchant Bankers) Regulations, 1992, as amended, read with Regulation 23(3) of the ICDR Regulations, IIFL would be involved only in marketing of the Offer.
- (E) Pursuant to the ICDR Regulations, the Company and the Selling Shareholders are required to enter into the Offer Agreement with the Managers.
- (F) Post filing of the DRHP, 360 ONE Special Opportunities Fund Series 2, 360 ONE Special Opportunities Fund Series 3, 360 ONE Special Opportunities Fund Series 4, 360 ONE Special Opportunities Fund Series 5 (collectively, “**360 ONE Entities**”) and Punjab National Bank, who had earlier consented to participate in the Offer, as selling shareholders and had signed and executed the Offer Agreement, 360 ONE Entities, have by way of their separate withdrawal letters each dated September 27, 2023 and Punjab National Bank pursuant to its withdrawal letter dated September 25, 2023, (collectively, “**Withdrawal Letters**”), informed the Company, about their intention to withdraw from participating in the offer for sale and have terminated the Offer Agreement with respect to themselves pursuant to their respective Withdrawal Letters. Accordingly, the Offer for Sale has been revised to 1,09,66,468 Equity Shares (“**Revised Offer for Sale**”) from 12,080,140 Equity Shares.
- (G) The Board has pursuant to its resolution dated October 6, 2023, has taken on record approval of the Revised Offer for Sale of the Offered Shares by the Selling Shareholders.
- (H) The Company and the Selling Shareholders wish to modify the Offer size by reducing the size of Offer for Sale on account of 360 ONE Special Opportunities Fund Series 2, 360 ONE Special Opportunities Fund Series 3, 360 ONE Special Opportunities Fund Series 4, 360 ONE Special Opportunities Fund Series 5 and Punjab National Bank withdrawing their participation in the Offer for Sale. Accordingly, the Parties wish to enter into this Amendment Agreement to the Offer Agreement. The Parties further agree that the Offer will comprise of Employee Reservation being up to 150,000 Equity Shares available for allocation to Eligible Employees, on a proportionate basis. Such portion shall not exceed 5% of the post-Offer Equity Share capital of the Company. Further, a discount to the Offer Price may be offered to Eligible Employees, bidding in the Employee Reservation Portion in accordance with the SEBI ICDR Regulations and the final quantum of discount will be decided by the Board or the IPO Committee and details of which will be announced at least two Working Days prior to the Bid / Offer Opening Date.

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.

- 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 force from the date of the execution of this Amendment Agreement and shall be deemed to be effective from the date of the execution of the Offer 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. Recital A of the Offer Agreement is hereby amended and substituted in its entirety with the following:

“The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value INR 10 each of the Company (the “**Equity Shares**”), comprising an offer for sale of up to 1,09,66,468 Equity Shares (“**Offered Shares**”) held by the Selling Shareholders (the “**Offer**” or “**Offer for Sale**”) in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**ICDR Regulations**”) and other Applicable Laws (as defined herein), at such price as may be determined through the book building process under the ICDR Regulations, by the Company and the Selling Shareholders in consultation with the Managers (the “**Offer Price**”). The Offer will be made within India, to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations. The Offer include an offer: (i) outside the United States, to institutional investors in “offshore transactions” as defined in and in reliance upon Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and in each case in compliance with the applicable laws of the jurisdictions where offers and sales are made; and (ii) within the United States, only to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act (“**Rule 144A**”)) in transactions exempt from the registration requirements of the U.S. Securities Act.”

- 3.2. The definition of “Selling Shareholders” in Clause 1.1 of the Offer Agreement, shall be replaced with the following:

““**Selling Shareholders**” refer to 360 ONE Special Opportunities Fund, NSE Investments India Limited, Administrator of the Specified Undertaking of the Unit Trust of India, HDFC Bank Limited, Axis Bank Limited, Deutsche Bank AG and Union Bank of India”

- 3.3. All references to IIFL Special Opportunities Fund in the Offer Agreement shall be replaced with the nomenclature “360 ONE Special Opportunities Fund”.

- 3.4. In Schedule I of the Offer Agreement pertaining to the list of Selling Shareholders, references to IIFL Special Opportunities Fund Series 2, IIFL Special Opportunities Fund Series 3, IIFL Special Opportunities Fund Series 4, IIFL Special Opportunities Fund Series 5 and Punjab National Bank shall stand deleted.
- 3.5. In Schedule II of the Offer Agreement pertaining to the details of Selling Shareholders, details pertaining to IIFL Special Opportunities Fund Series 2, IIFL Special Opportunities Fund Series 3, IIFL Special Opportunities Fund Series 4, IIFL Special Opportunities Fund Series 5 and Punjab National Bank shall stand deleted.
- 3.6. In Clause 2.6 of the Offer Agreement, the following sentence shall stand deleted:
- “However, in the event the Offer is withdrawn by the Company all Offer related expenses shall be borne by the Company.”
- Additionally, the deletion shall be replaced with the following sentence:
- “However, in the event the Offer is withdrawn by the Company, all Offer related expenses shall be borne by the Selling Shareholders in proportion to the number of Equity Shares offered by them in the Offer.”
- 3.7. In Clause 21.6 of the Offer Agreement, details pertaining to IIFL Special Opportunities Fund Series 2, IIFL Special Opportunities Fund Series 3, IIFL Special Opportunities Fund Series 4, IIFL Special Opportunities Fund Series 5 and Punjab National Bank shall stand deleted.

4. MISCELLANEOUS

- 4.1. Each Party represents that it has the power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of the Offer Agreement.
- 4.2. The provisions of Clause 12 (*Governing Law*), Clause 13 (*Arbitration*), Clause 16 (*Indemnity*) and Clause 21.6 (*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.

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SCHEDULE I

LIST OF SELLING SHAREHOLDERS

1. 360 ONE Special Opportunities Fund;
2. NSE Investments Limited;
3. Administrator of the Specified Undertaking of the Unit Trust of India;
4. HDFC Bank Limited;
5. Axis Bank Limited;
6. Deutsche Bank AG, Mumbai Branch; and
7. Union Bank of India.

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS, AND ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED, NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of PROTEAN eGOV TECHNOLOGIES LIMITED



(Authorised Signatory)

Name: Maulesh Kantharia

Designation: Company Secretary & Compliance Officer

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IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of **360 ONE SPECIAL OPPORTUNITIES FUND**



(Authorised Signatory)

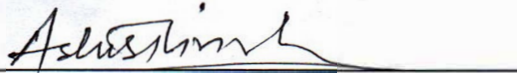
Name: Nidhi Ghuman

Designation: Senior Executive Vice President

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IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of **NSE INVESTMENTS LIMITED**



(Authorised Signatory)

Name: Mr. Ashish Krishna

Designation: Managing Director, NSE Investments Limited

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IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of **ADMINISTRATOR OF THE SPECIFIED UNDERTAKING OF THE UNIT TRUST OF INDIA**

Avinash Kumar




(Authorised Signatory)

Name: Avinash Kumar

Designation: Vice President.

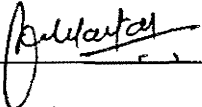
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For and on behalf of **HDFC BANK LIMITED**



Name: Ashish Parthasarthy

Designation: Treasurer



Name: Santosh Haldankar

Designation: Senior Vice President and Company Secretary

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IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of **AXIS BANK LIMITED**



(Authorised Signatory)

Name: Subrat Mohanty

Designation: Executive Director

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IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of **DEUTSCHE BANK A.G.***



(Authorised Signatory)

Name: Janak Dalal

Designation: Managing Director



(Authorised Signatory)

Name: Rajesh Thakur

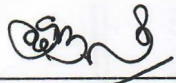
Designation: Managing Director

**It is hereby clarified that the Mumbai branch office of Deutsche A.G. is the shareholder in the Company and is acting as a Selling Shareholder.*

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS, AND ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED, NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of **UNION BANK OF INDIA**



(Authorised Signatory)

Name: Sudarshana Bhat

Designation: General Manager



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IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of **ICICI SECURITIES LIMITED**



(Authorised Signatory)

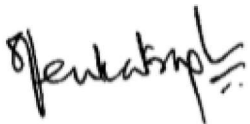
Name: Rupesh Khant

Designation: VP

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS, AND ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED, NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED

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For and on behalf of **EQUIRUS CAPITAL PRIVATE LIMITED**



(Authorised Signatory)

Name: Venkatraghavan S.

Designation: Managing Director – ECM

Date: October 6, 2023

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS, AND ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED, NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of **IIFL SECURITIES LIMITED**

The image shows a handwritten signature in blue ink on the left, which appears to be 'Pinkesh Soni'. To the right of the signature is a circular blue stamp. The stamp contains the text 'IIFL Securities Limited' around the perimeter and a small star symbol at the bottom.

(Authorised Signatory)

Name: Pinkesh Soni

Designation: Vice President

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, THE SELLING SHAREHOLDERS, AND ICICI SECURITIES LIMITED, EQUIRUS CAPITAL PRIVATE LIMITED, IIFL SECURITIES LIMITED, NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above, which may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

For and on behalf of **NOMURA FINANCIAL ADVISORY AND SECURITIES (INDIA) PRIVATE LIMITED**



(Authorised Signatory)

Name: Vishal Kanjani

Designation: Executive Director