

Date: August 1, 2023

To

**The Board of Directors**  
**India Shelter Finance Corporation Limited**  
6<sup>th</sup> Floor, Plot No. 15  
Sector 44, Institutional Area  
Gurugram 122 002  
Haryana, India

**Nexus Ventures III, Ltd.**  
C/o IQ EQ Fund Services (Mauritius) Limited  
33, Edith Cavell Street  
Port-Louis, 11324, Mauritius

**Nexus Opportunity Fund II, Ltd.**  
C/o IQ EQ Fund Services (Mauritius) Limited  
33, Edith Cavell Street  
Port-Louis, 11324, Mauritius

**WestBridge Crossover Fund, LLC**  
Level 4, Tower A  
1 Exchange Square, Wall Street  
Ebene 72201, Mauritius

**Aravali Investment Holdings**  
Level 4, Tower A  
1 Exchange Square, Wall Street  
Ebene 72201, Mauritius

**Catalyst Trusteeship Limited (Erstwhile Milestone Trusteeship Services Private Limited) acting as Trustee for Madison Opportunities Trust Fund**  
GDA House, Plot No. 85  
Bhusari Colony (Right)  
Paud Road, Kothrud  
Pune 411 038

**Madison India Opportunities IV**  
C/o IQ EQ Fund Services (Mauritius) Limited  
33, Edith Cavell Street  
Port-Louis, 11324, Mauritius

**MIO Starrock**  
Sanne House, Bank Street  
TwentyEight Cybercity  
Ebene 72201, Mauritius

**Catalyst Trusteeship Limited (Erstwhile Milestone Trusteeship Services Private Limited) acting as the trustee of MICP Trust**  
GDA House, Plot No. 85  
Bhusari Colony (Right)  
Paud Road, Kothrud  
Pune 411 038

**Subject: Acknowledgment of exercise of right to subscribe to equity shares of the Company pursuant to the amended and restated letter agreement dated November 4, 2022 (“Letter Agreement”).**

Dear Sir/ Madam,

Pursuant to Clause 4A of the Letter Agreement, this is to confirm that I have exercised my right to subscribe to 355,000 equity shares of face value of ₹ 10 each at an offer price of ₹ 83.20 per equity share (“RTS”), further to which I was allotted 355,000 equity shares of face value of ₹ 10 each at a subscription price of ₹ 83.20, by the Company on July 20, 2023. (“RTS Allotment”)

It is hereby confirmed and acknowledged that pursuant to the RTS Allotment, the RTS stands exhausted and extinguished and no right to receive, subscribe to or in any manner acquire securities of the Company, subsists under any provision of the Letter Agreement, including but not limited to Clauses 4 and 4A. It is however clarified that the Letter Agreement (together with this acknowledgement letter) shall continue to subsist in accordance with its terms and shall survive the termination of the SHA.

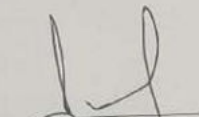
It is further clarified hereby that in accordance with Clause 5.3.1 of the SHA, I shall not sell, transfer or otherwise encumber (in any manner whatsoever, whether on-market or off-market) any equity shares of the Company held by me, including the equity shares acquired by me pursuant to the RTS Allotment, until the expiry of a period of 18 (Eighteen) months following the listing of the equity shares of the Company on any recognized stock exchanges pursuant to an initial public offering, including by way of transfers to any Affiliates (as defined under the SHA).

Request you to confirm and acknowledge the above by way of countersigning this letter, by way of which you shall also be deemed to have provided consents or waivers, if any, as may be required under the Letter Agreement in relation to the above.

Capitalized terms used herein but not defined shall have the same meaning as ascribed thereto under the Letter Agreement.

Yours Sincerely,

*[Signature pages follow]*



Anil Mehta

**Confirmed by:**

**FOR AND ON BEHALF OF INDIA SHELTER FINANCE CORPORATION LIMITED**



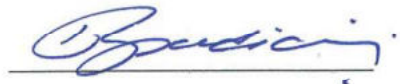
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**Name: Mukti Chaplot**

**Designation: Company Secretary and Compliance Officer**

Confirmed by:

FOR AND ON BEHALF OF NEXUS VENTURES III, LTD.



Name: Kamalam Pillay Rungapadiachy

Designation: Director

Confirmed by:

FOR AND ON BEHALF OF NEXUS OPPORTUNITY FUND II, LTD.



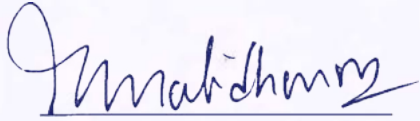
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Name: Kamalam Pillay Rungapadiachy

Designation: Director

**Confirmed by:**

**FOR AND ON BEHALF OF WESTBRIDGE CROSSOVER FUND, LLC**

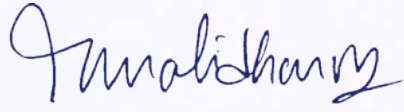
A handwritten signature in black ink, appearing to read 'Muralidhar Madhav Shenoy', written over a horizontal line.

**Name:** Muralidhar Madhav Shenoy

**Designation:** Director

**Confirmed by:**

**FOR AND ON BEHALF OF ARAVALI INVESTMENT HOLDINGS**



A handwritten signature in black ink, appearing to read 'Muralidhar Madhav Shenoy', written in a cursive style. The signature is positioned above a horizontal line.

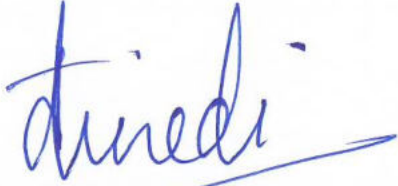
**Name:** Muralidhar Madhav Shenoy

**Designation:** Director



Confirmed by:

FOR AND ON BEHALF OF MADISON INDIA OPPORTUNITIES TRUST FUND  
TRUSTEE: CATALYST TRUSTEESHIP LIMITED



Name: Deeshan Srikkanth  
Designation: Vice President

Confirmed by:

FOR AND ON BEHALF OF MADISON INDIA OPPORTUNITIES IV

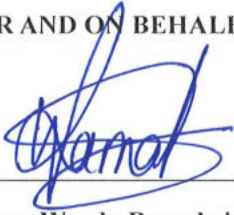
Dilshaad Rajabalee

Name: Dilshaad Rajabalee

Designation: Director

Confirmed by:

FOR AND ON BEHALF OF MIO STARROCK

A handwritten signature in blue ink, appearing to read 'Wendy', is written over a horizontal line.

Name: Wendy Ramakrishnan

Designation: Director

Confirmed by:

FOR AND ON BEHALF OF MICP TRUST  
TRUSTEE: CATALYST TRUSTEESHIP LIMITED

*Deesha*



Name:

*Deesha Srikkanth*

Designation:

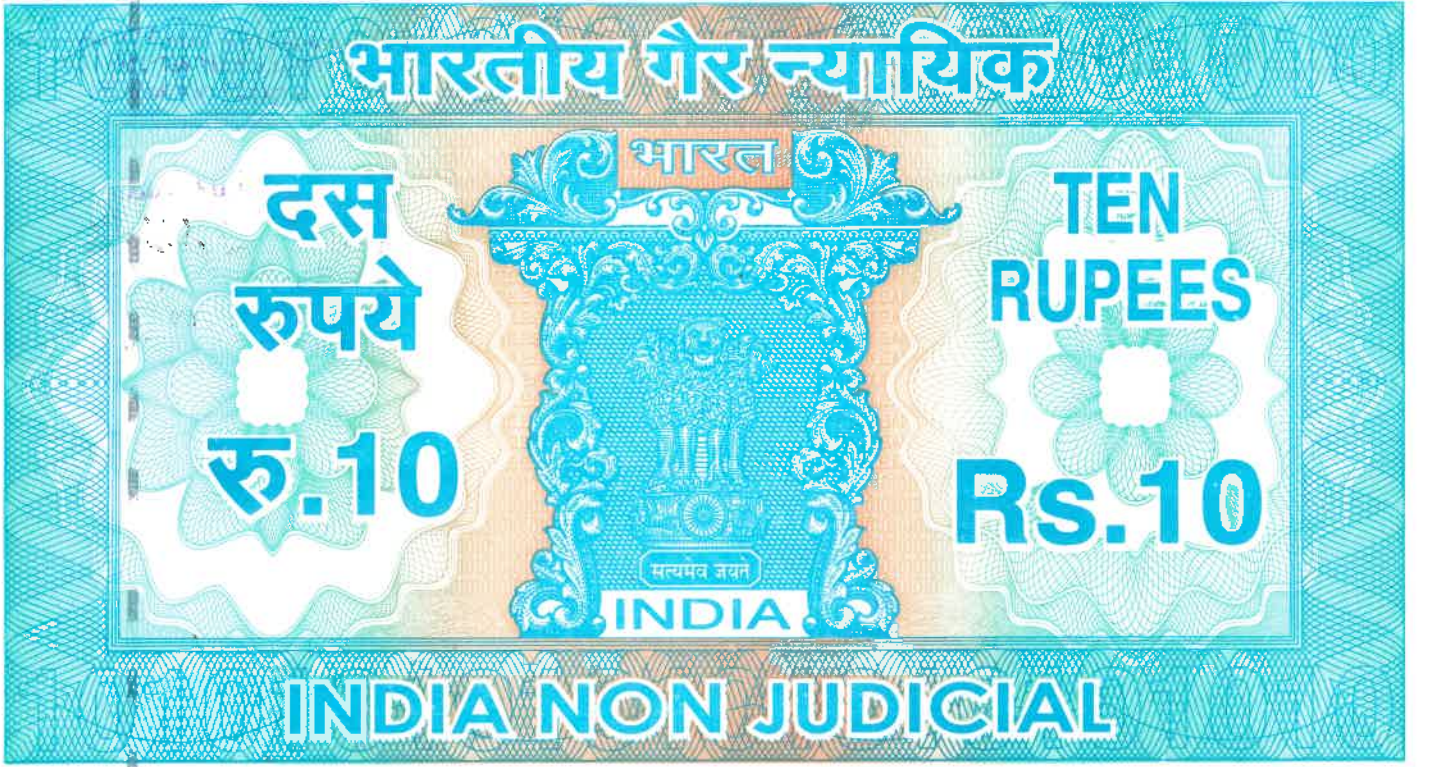
*vice president*



हरियाणा HARYANA

54AA 386477

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.



हरियाणा HARYANA

54AA 386476

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.



हरियाणा HARYANA

54AA 386475

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.



हरियाणा HARYANA

54AA 386474

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.





हरियाणा HARYANA

54AA 386473

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.



हरियाणा HARYANA

54AA 386472

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.



हरियाणा HARYANA

54AA 386471

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.



हरियाणा HARYANA

54AA 386470

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.



हरियाणा HARYANA

54AA 386469

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.

Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date : 04/11/2022

Certificate No. G0D2022K1353



Stamp Duty Paid : ₹ 1500  
(Rs. Only)

GRN No. 95946421



Penalty : ₹ 0

(Rs. Zero Only)

## Seller / First Party Detail

Name: India shelter Finance Corporation ltd

H.No/Floor : 6thfloor

Sector/Ward : 44

LandMark : Plot no 15

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 87\*\*\*\*\*28



## Buyer / Second Party Detail

Name : Anil Mehta

H.No/Floor : 404a

Sector/Ward : 0

LandMark : Lcg the laburnum sushant lok

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 87\*\*\*\*\*28

Purpose : LETTER AGREEMENT

This stamp paper forms an integral part of the amended and restated letter agreement dated November 04, 2022 executed between India Shelter Finance Corporation Limited and Anil Mehta.

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

**Date:** November 04, 2022

Anil Mehta  
LCG, 404A, The Laburnum  
Sushant Lok, Gurgaon 122 001  
Haryana, India

**Subject: Amended and restated letter agreement to record the understanding between Anil Mehta ("Anil") and India Shelter Finance Corporation Limited ("Company") in relation to Anil's right to subscribe to additional shares of the Company and certain remuneration matters ("Agreement").**

1. The Company, Anil, WestBridge Crossover Fund, LLC, Aravali Investment Holdings, Catalyst Trusteeship Limited (acting as the trustee of Madison India Opportunities Trust Fund and MICP Trust), Madison India Opportunities IV, MIO Starrock, Nexus Ventures III, Ltd and Nexus Opportunity Fund II, Ltd ("**Parties**") are parties to a letter agreement dated July 30, 2022, executed to record the terms and conditions on which the Company has agreed to issue additional shares and make certain payments to Anil in consideration of the services rendered by Anil to the Company in his role as Chief Executive Officer and Managing Director until November 22, 2021 and for his continued service on the Board of Directors of the Company.
2. The Parties are desirous of entering into this Agreement to record certain amendments in relation to Anil's right to subscribe to Shares (*as defined below*) and certain payments made / to be made to him in consideration of the services rendered by him to the Company in his role as Chief Executive Officer and Managing Director for a period of 10 (Ten) years until November 22, 2021 and for his continued service on the Board of Directors of the Company, post his resignation as the Chief Executive Officer and Managing Director of the Company.
3. Details of the authorised and paid-up capital of the Company as on the date of this Agreement is set out in Annex I. Anil presently holds 2.48% (Two Point Four Eight Percent) of the Company on a fully diluted basis.
4. **Issuance of shares:**
  - (a) Subject to the receipt of requisite waivers, consents and approvals, including under the amended and restated shareholders' agreement dated July 30, 2022 executed between the Company and its shareholders, and as may be further amended from time to time ("**SHA**") and the articles of association of the Company, Anil agrees to subscribe to, and the Company agrees to issue and allot to Anil, on a preferential basis, up to 1,35,000 (One Lakh and Thirty-five Thousand) shares ("**Shares**") at a price per share equivalent to the then-prevalent fair market value of the Shares ("**Share Subscription Amount**"), on a date mutually agreeable between the Parties and not later than December 31, 2022.
  - (b) These Shares are being issued to Anil in his capacity as Promoter of the Company.
  - (c) The Shares shall be partly-paid, with only a part of the Share Subscription Amount being payable upfront.
  - (d) Upon issuance of such Shares, Anil agrees to pay 20% (Twenty Percent) of the issue price per Share of the Share Subscription Amount and the balance Share Subscription Amount to be paid as called upon by the Company, on a mutually agreed date at least one week prior to the earlier of: **(i)** the last permissible date under applicable law with reference to an initial public offering to be undertaken by the Company on a recognised stock exchange ("**IPO**"), or **(ii)** the consummation of a sale of the entire issued and outstanding capital of the Company to one or more third parties; or **(iii)** 10<sup>th</sup> (Tenth) anniversary of the date of issuance of the Shares.

- (e) The Company and Anil agree that except for the issuance of Shares as agreed under the terms of this Agreement and any shares subscribed to by Anil as per the terms of Clause 4A (*Right to subscribe to additional shares*) below, Anil will not be entitled to subscribe to, and the Company shall not be obligated to issue, any additional shares or warrants or other equity entitlements in the Company to him, pursuant to any other agreements or arrangements previously agreed between them.

**4A. Right to subscribe to additional shares:**

- (a) As per the right to subscribe agreement dated June 08, 2016 ("**RTS Agreement**"), Anil is entitled to subscribe to an aggregate of 3,55,000 (Three Lakh Fifty-five Thousand) equity shares ("**Subscription Shares**") of the Company having a face value of INR 10 (Rupees Ten only) each at an issue price of INR 83.20 (Rupees Eighty Three Point Two Zero only). As per the terms of the RTS Agreement, Anil's right to subscribe to such shares accrues annually over a period of four years commencing from June 03, 2016, with 25% (Twenty-five Percent) of the Subscription Shares vesting cumulatively each year.
- (b) The Company and Anil hereby agree that in respect of the 3,55,000 (Three Lakh Fifty Five Thousand) Subscription Shares that remain outstanding as on the date of this Agreement, his right to subscribe to such shares in the capacity of Promoter of the Company shall stand extended until: **(i)** one week prior to the last permissible date under applicable law with reference to the IPO; or **(ii)** prior to an IPO, the consummation of a sale of the entire issued and outstanding capital of the Company to one or more third parties.

**5. Payments:**

- (a) In consideration of Anil having served as the Chief Executive Officer and Managing Director of the Company for a period of 10 (Ten) years until November 22, 2021, the Company has paid an amount of INR 1,10,00,000 (Rupees One Crore and Ten Lakhs only) as a one-time fixed payment ("**Bonus**") to Anil, after deducting customary tax and payroll deductions, the receipt of which Anil hereby confirms. The Parties agree that apart from the Bonus paid pursuant to this Clause 5(a), no other payments is due and payable by the Company to Anil pursuant to the CEO / MD Agreement dated February 01, 2017, as revised by the addendum dated November 09, 2017 ("**CEO Agreement**") or any other agreement or understanding between the Company and Anil.
- (b) In consideration of Anil continuing to serve on the Board of Directors of the Company (post his resignation as the Chief Executive Officer and Managing Director) until such period as determined under the SHA, the Company shall pay Anil a fee of INR 5,60,00,000 (Rupees Five Crores and Sixty Lakhs only), (excluding any goods and service tax payable on such amount), pro-rated over 24 (Twenty-four) equal monthly instalments ("**Fee**") starting from August 01, 2022 until the second anniversary of Execution Date (as defined under SHA) (the "**Fee End Date**"). For any period after the Fee End Date where Anil serves as a director of the Company, Anil shall only be eligible to receive sitting fees of the same amount as is paid to independent directors on the Board of Directors of the Company at that time. The payment of the Fee shall be subject to applicable tax deductions by the Company.

The Bonus and Fee shall collectively be referred to as "**Payments**".



- (c) The Parties agree and confirm that the Payments paid / to be paid pursuant to Clauses 5(a) and 5(b) above, will constitute full and final discharge of the Company's obligation to make any payment to Anil under this Agreement or otherwise. In consideration of the Payments and allotment of Shares and Subscription Shares, Anil, unconditionally and irrevocably, waives any right or claim, of whatsoever nature (including but not limited to any actions, suits, causes of action, claims, cross-claims, demands or proceedings of any kind whatsoever whether or not known at the date of this Agreement) under this Agreement, the Prior Agreements (as defined below) or otherwise, against the Company, its directors and officers, its shareholders and any of their respective affiliates, subsidiaries, present or future directors, officers, employees, agents, attorneys, assigns, successors, investors and associated companies.
- (d) Anil shall continue to serve as a director and chairman on the Company's Board of Directors, extending his full cooperation and acting in a manner as directed by the Board of Directors, unless otherwise decided by the Large Investors (as defined in the SHA) acting jointly and subject to Clause 6 below, the Parties agree that the payment of the Fee to Anil shall be conditional upon his strict compliance of this provision.
- (e) In consideration of the Payments under Clauses 5(a) and 5(b) above, Anil agrees to the following:
- (i) **Non-compete:** Until Anil ceases to be a director or shareholder of the Company, whichever is later, and for a period of six months thereafter ("**Restrictive Period**"), the Company will continue to be the exclusive vehicle through which Anil and / or his affiliates will pursue the business of a housing finance institution without accepting deposits or such other activities that the Company engages in from time to time ("**Business**"). During the Restrictive Period, Anil shall not, and shall procure that his affiliates shall not, without the prior written consent of the Company, directly, indirectly or beneficially, by themselves or in association with or through any other person or entity: **(A)** commence, establish, engage in or carry on any undertaking that is engaged in business operations or activities that are the same as the Business or competes with the Business; or **(B)** invest in a privately held company, or be engaged, concerned with, interested in or provide services to any other person or entity whatsoever, whether financially, in a management capacity or otherwise, and whether as a partner, shareholder, principal, agent, director, affiliate, employee, officer or consultant, if such person or entity is engaged in business or activities that are the same as the Business or competes with the Business.
- (ii) **Non-solicitation:** During the Restrictive Period, Anil shall not, and shall procure that his affiliates shall not, whether directly or indirectly, by themselves or through any person or entity, in any manner whatsoever (whether in their own capacity or on behalf of any person or entity as an employee, advisor, partner, or shareholder of or consultant to any other entity), do or undertake or attempt to do or undertake any of the following activities:
- (A) tender for, canvass or solicit the business of or employment of any current corporate client or customer of the Company;
- (B) induce any current client, customer, or supplier of the Company to cease to deal with the Company or otherwise interfere with the relationship between such corporate client, customer, or supplier of the Company; or

(C) hire or solicit the employment of any officer, director, employee or consultant of the Company, who is currently in employment with / associated with the Company, or has been employed with / associated with the Company, to leave the employment of the Company or otherwise interfere in any manner with the contractual, employment or other relationship of such officer, director or employee with the Company.

(iii) **Non-disparagement.** Anil shall not make or cause to be made, any disparaging, denigrating, derogatory or other negative, misleading and/or false statement about the Company, its directors, officers, shareholders or its business, either orally or in writing.

6. **Other terms and conditions of Shares, Subscription Shares and Fee:**

(a) In the event of Anil's death, Anil's legal heir shall: **(i)** be transmitted the Shares as per applicable laws, and shall be entitled to pay the balance Share Subscription Amount as called upon by the Company as per Clause 4(d) of this Agreement; **(ii)** have the right to subscribe to the Subscription Shares as per Clause 4A(b) of this Agreement; and **(iii)** be entitled to receive the remainder of the Fee that remains unpaid as per Clause 5(b) of this Agreement.

(b) In the event Anil is unable to continue service as a director and / or chairman on the Board of Directors of the Company on account of Permanent Incapacity, Anil shall: **(i)** continue to hold the Shares and pay the balance Share Subscription Amount as called upon by the Company as per Clause 4(d) of this Agreement; **(ii)** continue to have the right to subscribe to the Subscription Shares as per Clause 4A(b) of this Agreement; and **(iii)** be entitled to receive the remainder of the Fee that remains unpaid as per Clause 5(b) of this Agreement.

For the purpose of this Agreement, "**Permanent Incapacity**" shall mean any disability of whatsoever nature be it physical, mental or otherwise, which incapacitates or prevents or handicaps Anil from performing any specific jobs, work or task which Anil was capable of performing immediately before such disablement, as determined by the Board of Directors of the Company, subject to the approval of the Large Investors in accordance with Investor Majority Consent, and based on a certificate of a medical expert identified by the Board of Directors of the Company.

(c) In the event of termination of Anil's directorship and / or chairmanship on the Board of Directors of the Company without Cause, he shall: **(i)** continue to hold the Shares and pay the balance Share Subscription Amount as called upon by the Company as per Clause 4(d) of this Agreement; **(ii)** continue to have the right to subscribe to the Subscription Shares as per Clause 4A(b) of this Agreement; and **(iii)** be entitled to receive the remainder of the Fee that remains unpaid as per Clause 5(b) of this Agreement.

(d) In the event Anil is removed from his directorship and / or chairmanship on the Board of Directors of the Company for Cause: **(i)** the Shares shall be considered to be forfeited; **(ii)** the right to subscribe to Subscription Shares shall stand terminated with effect from the date of such removal; and **(iii)** the remainder of the Fee that remains unpaid to Anil shall stand cancelled.

For the purpose of this Agreement, "**Cause**" shall mean:

(i) Anil's continued failure to render his services to the Company as provided hereunder, for causes other than those relating to his health, which failure is not remedied within 30 (Thirty) days after written notice thereof from the Company;

- (ii) a material breach by Anil of the terms and conditions of this Agreement; and  
/ or
- (iii) a Promoter Event of Default as defined under the SHA.

7. **Transferability:**

Anil shall not transfer the Shares and / or Subscription Shares or assign his rights or obligations contained hereunder to any third party without the prior written consent of the Large Investors (as defined under the SHA). Any transfer of Shares or Subscription Shares shall be subject to transfer restrictions set out under the SHA, unless terminated in terms thereof.

8. **Tax liability:**

Anil shall be responsible for the tax liability that may arise as a result of the transactions contemplated by this Agreement, other than in respect of any goods and services taxes payable on the Fee.

9. **Breach:**

In the event of a breach by Anil of any of the terms and conditions of this Agreement, Anil's right to subscribe to Subscription Shares, to subscribe to, or exercise his rights with respect to, the Shares and to receive the Payments will automatically lapse, and all rights and entitlements due to Anil as per the terms of this Agreement shall stand immediately terminated, in addition to such rights that are available in law to the Company.

10. **Termination of prior agreements:**

Pursuant to the revised terms and conditions agreed between the Parties, this Agreement shall constitute the entire agreement and understanding between the Parties relating to the subject matter of this Agreement and all prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the Parties in relation to the subject matter of this Agreement, including but not limited to the CEO Agreement, the RTS Agreement, the letter agreement dated July 30, 2022 (together the "**Prior Agreements**"), shall stand terminated and all rights under such Prior Agreements shall be deemed to have extinguished.

11. Each party to this Agreement represents and warrants to the other that:

- (a) it / he has full power and authority to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated and that this Agreement constitutes its valid and legally binding obligations, enforceable against it in accordance with its terms; and
- (b) the execution and delivery of, and the performance by it of its obligations under, this Agreement shall not: **(i)** conflict with or result in a breach of its constitution or other constitutive documents; **(ii)** infringe, or constitute a default under, any instrument, contract, document or agreement to which it is a party or by which its assets are bound that would materially affect the ability of the party to carry out its obligations under this Agreement; or **(iii)** result in a breach of any law, rule, regulation, ordinance, order, judgment or decree of or undertaking to any court, government body, statutory authority or regulatory, administrative or supervisory body (including without limitation, any relevant stock exchange or securities council) to which it is a party or by which its assets are bound, whether in India or elsewhere that would materially affect the ability of the party to carry out its obligations under this Agreement.

12. **Amendment:**
- (a) The Company and Anil agree that no amendments shall be made to the terms of this Agreement without the prior consent of the Investors (as defined in the SHA).
  - (b) The Company, Anil and Investors further agree that closing in respect of any transfer of shares by Anil to an Investor and any amendments required to the SHA to incorporate certain revised terms and conditions between the shareholders of the Company will take place simultaneously.
  - (c) For the avoidance of doubt, the Investors are executing this Agreement for information purposes and only as confirming parties.
13. All signatories to this Agreement agree to keep confidential the terms of this Agreement.
14. Any disputes arising from the terms of this Agreement shall be referred to arbitration and Clause 18.8 of the SHA shall *mutatis mutandis* apply to this Agreement. Subject to the foregoing, this Agreement shall be governed by the laws of India and courts at Gurgaon, Haryana shall have exclusive jurisdiction.
15. We request you to please execute a copy of this Agreement in the space provided below in acknowledgement of the receipt of this Agreement and your acceptance of the terms of this Agreement.

Sincerely,

**FOR AND ON BEHALF OF INDIA SHELTER FINANCE CORPORATION LIMITED**



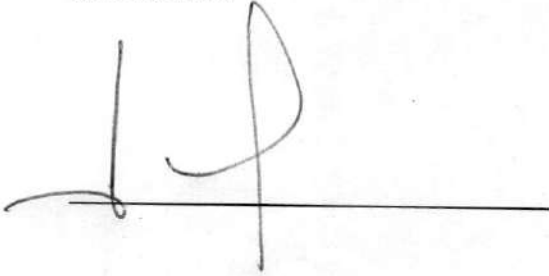
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Name: Mukti Chaplot

Designation: Company Secretary and Head- Internal Audit

Agreed and acknowledged by:

**ANIL MEHTA**

A handwritten signature in black ink, consisting of a vertical line on the left, a large loop on the right, and a horizontal line extending to the right from the base of the vertical line. The signature is positioned above a solid horizontal line.

SIGNATURE PAGE TO THE AMENDED AND RESTATED LETTER AGREEMENT EXECUTED BETWEEN ANIL MEHTA AND INDIA SHELTER FINANCE CORPORATION LIMITED

Confirmed by:

**FOR AND ON BEHALF OF ARAVALI INVESTMENT HOLDINGS**

A handwritten signature in black ink, appearing to read 'Muralidhar Madhav Shenoy', written over a horizontal line.

Name: Mr. Muralidhar Madhav Shenoy  
Designation: Director

Confirmed by:

**FOR AND ON BEHALF OF WESTBRIDGE CROSSOVER FUND, LLC**

A handwritten signature in black ink, appearing to read "Muralidhar Madhav Shenoy", written over a horizontal line.

Name: Mr. Muralidhar Madhav Shenoy  
Designation: Director



Confirmed by:

**FOR AND ON BEHALF OF CATALYST TRUSTEESHIP LIMITED (ACTING AS THE TRUSTEE OF MICP TRUST)**

~~FOR CATALYST TRUSTEESHIP LIMITED~~

*Prashant Chotha*  
\_\_\_\_\_  
\_\_\_\_\_  
Authorized Signatory

Name:

*Prashant Chotha*

Designation:

*Authorized signatory*

Confirmed by:

**FOR AND ON BEHALF OF CATALYST TRUSTEESHIP LIMITED (ACTING AS THE TRUSTEE OF  
MADISON INDIA OPPORTUNITIES TRUST FUND)**

For CATALYST TRUSTEESHIP LIMITED

*Prashant chothe*

Authorised Signatory

Name:


*Prashant chothe*

Designation:

*Authorised Signatory*

Confirmed by:

**FOR AND ON BEHALF OF MADISON INDIA OPPORTUNITIES IV**

  
\_\_\_\_\_

Name: Dilshaad Rajabalee

Designation: Director

Confirmed by:

**FOR AND ON BEHALF OF MIO STARROCK**



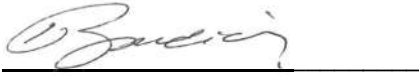
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Name: Hema Pydegadu

Designation: Director

Confirmed by:

**FOR AND ON BEHALF OF NEXUS VENTURES III, LTD.**

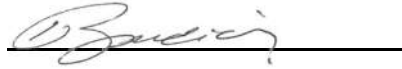
A handwritten signature in black ink, appearing to read 'Kamalam Pillay Rungapadiachy', is written above a solid horizontal line.

Name: Kamalam Pillay Rungapadiachy

Designation: Director

Confirmed by:

**FOR AND ON BEHALF OF NEXUS OPPORTUNITY FUND II, LTD.**

A handwritten signature in black ink, appearing to read 'Kamalam Pillay Rungapadiachy', is written over a solid black horizontal line.

Name: Kamalam Pillay Rungapadiachy  
Designation: Director

## ANNEX I

### PART A | AUTHORISED AND PAID-UP SHARE CAPITAL OF THE COMPANY AS ON THE DATE OF THE AGREEMENT

S. No.	Particulars	Number of Shares	Face Value (in INR)	Amount (in INR)
1.	Authorised share capital	81,000,000	10	810,000,000
2.	Issued share capital	43,731,655	10	437,316,550
3.	Subscribed share capital	43,731,655	10	437,316,550
4.	Paid-up share capital	43,731,655	10	437,316,550

### PART B | SHAREHOLDING PATTERN AS ON THE DATE OF THE AGREEMENT

Name of Shareholders	No. of Equity Shares	Shareholding Percentage
Anil Mehta	8,20,367	1.73%
Other Individual Investors	2,14,429	0.45%
Catalyst Trusteeship Limited, acting as trustee for Madison India Opportunities Trust Fund	23,79,954	5.03%
Nexus Ventures III, Ltd.	99,61,798	21.06%
WestBridge Crossover Fund, LLC	1,08,54,151	22.95%
Nexus Opportunity Fund II, Ltd.	29,10,037	6.15%
Aravali Investment Holdings	1,42,11,409	30.04%
Madison India Opportunities IV	6,33,468	1.34%
MIO Starrock (Formerly known as Starrock)	17,04,137	3.60%
Catalyst Trusteeship Limited, acting as trustee for MICP Trust	41,905	0.09%
ESOP & Other Rights	35,73,344	7.55%
<b>Total</b>	<b>4,73,04,999</b>	<b>100.00%</b>