



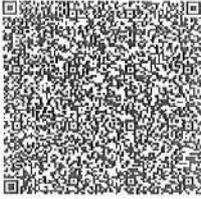
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL44272673342383R
Certificate Issued Date : 23-Aug-2019 03:05 PM
Account Reference : IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL96030393768104833911R
Purchased by : SIGNATUREGLOBAL INDIA PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SIGNATUREGLOBAL INDIA PRIVATE LIMITED
Second Party : INTERNATIONAL FINANCE CORPORATION
Stamp Duty Paid By : SIGNATUREGLOBAL INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

This Stamp Paper forms an integral part of the Put Option Agreement dated September 11, 2019, between The Persons Listed in Annex A, Signatureglobal (India) Private Limited and International Finance Corporation.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

INVESTMENT NUMBER 41206

Put Option Agreement

between

THE PERSONS LISTED IN ANNEX A

and

SIGNATUREGLOBAL (INDIA) PRIVATE LIMITED

and

INTERNATIONAL FINANCE CORPORATION

Dated September 11, 2019

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PUT OPTION AGREEMENT

This Put Option Agreement (this "**Agreement**") dated September 11, 2019 is entered into at New Delhi between:

- (1) **THE PERSONS LISTED IN ANNEX A**, (individually referred to as the "**Grantor**", and collectively referred to as the "**Grantors**"); and
- (2) **SIGNATUREGLOBAL (INDIA) PRIVATE LIMITED**, a company organized and existing under the laws of the Republic of India, having its registered office at Unit No. 1304 at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi – 110001, India (the "**Company**"); and
- (3) **INTERNATIONAL FINANCE CORPORATION**, an international organization established by Articles of Agreement among its member countries including the Republic of India ("**IFC**").

RECITALS:

(A) Pursuant to a Subscription Agreement dated June 12, 2019 between IFC, the Grantors and the Company (as amended by the first amendment to subscription agreement executed on or around the date of execution of this Agreement between IFC, the Grantors and the Company ("**Subscription First Amendment Agreement**")) (the "**Subscription Agreement**"), IFC has agreed to subscribe to certain Equity Securities in the Company on the terms and conditions set forth in the Subscription Agreement.

(B) It is a condition precedent of the IFC Subscription (*as defined in Section 1.01 (Definitions)*) that the Parties hereto enter into this Agreement.

(C) In consideration of IFC entering into the Subscription Agreement and in order to induce IFC to make the IFC Subscription, the Grantors have agreed to enter into this Agreement and to undertake its obligations hereinafter contained.

ARTICLE I

Definitions and Interpretation

Section 1.01. Definitions. Wherever used in this Agreement, the following terms have the following meanings:

"**Accounting Standards**" means the Indian generally accepted accounting principles issued under the Companies (Indian Accounting Standards) Rules, 2015, as amended, together with any pronouncements issued under Applicable Law thereon from time to time (**Indian GAAP**), and shall be deemed to include any alternate accounting principles adopted/ promulgated in place of and in lieu of the Indian GAAP or any other accounting principles that may be prescribed under Applicable Law from time to time;

"**Accounts Letter Agreement**" has the meaning ascribed to such term under the Subscription Agreement;

"**Additional Put Trigger Event**" means the occurrence of any of the following events:

- (a) an IFC Event of Default;

- (b) failure of the Company and/ or the Grantors to perform any of their respective material obligations under the Transaction Documents (except under the Investors Common Agreement, Constitutional Documents and the Amended and Restated Subsidiaries Articles) other than those resulting in the occurrence of an IFC Event of Default, and such failure is incapable of remedy (in the sole opinion of IFC) or, where such failure is capable of remedy (in the sole opinion of IFC), it has not been remedied within thirty (30) days following notice of such failure from IFC;
- (c) failure of the Company and/or the Grantors to perform any of their respective material obligations *vis-à-vis* IFC under the Investors Common Agreement, Constitutional Documents and/ or the Amended and Restated Subsidiaries Articles, and such failure is incapable of remedy (in the sole opinion of IFC) or, where such failure is capable of remedy (in the sole opinion of IFC), it has not been remedied within thirty (30) days following notice of such failure from IFC;
- (d) an ICICI Pru Put Trigger Event;
- (e) a Bankruptcy Event occurs under any Applicable Law with respect to any of the Grantors and/ or the Company;
- (f) an Authority condemns, nationalizes, seizes, or otherwise expropriates all or a substantial part of the assets of any Grantor and/ or the Company or takes any action for the disestablishment of any Grantor or the Company;
- (g) until the publishing of the Company's audited consolidated financial statements for the fiscal year ended as of March 31, 2019, the Company's Net Worth in any fiscal year falls below Indian Rupees Eighty Two Crores Forty Lakhs Sixty Seven Thousand Two Hundred Five (INR 82,40,67,205);
- (h) on and from the date of publishing of the Company's audited consolidated financial statements for the fiscal year ended as of March 31, 2019, Company's Net Worth in any fiscal year falls below Indian Rupees Seventy Five Crores Fifty Nine Lakhs Twenty Eight Thousand Seven Hundred and Fifty Eight (INR 75,59,28,758) ("**Minimum Net Worth**");
- provided that if the Company's Net Worth falls below the Minimum Net Worth solely on account of and due to adoption of Indian Accounting Standards (issued under the Companies (Indian Accounting Standards) Rules, 2015 (as amended)) by the Company as per requirements of Applicable Law, then a reduction to such extent shall not be deemed to be an Additional Put Trigger Event;
- provided further that in the event the Company's Net Worth as per the audited consolidated financial statements (as prepared in accordance with Accounting Standards) for the fiscal year ended as of March 31, 2019 falls below Indian Rupees Seventy One Crores Eighty One Lakhs Thirty Two Thousand Three Hundred and Twenty (INR 71,81,32,320) or is above Indian Rupees Seventy Nine Crores Thirty Seven Lakhs Twenty Five Thousand One Hundred and Ninety Six (INR 79,37,25,196), then the Net Worth as per the audited consolidated financial statements (as prepared in accordance with Accounting Standards) for the fiscal year ended as of March 31, 2019 shall be deemed to be the "Minimum Net Worth" for the purpose of this sub-clause;
- (i) Company Transfers its assets of an amount exceeding Rupees One Hundred and Twenty Five Crores (INR 125,00,00,000), either individually or as part of a series of transactions;

"Additional Put Trigger Period" means the period beginning on the date on which IFC subscribes for Equity Securities in the Company under the Subscription Agreement, and ending on the date on which IFC no longer owns any Equity Securities in the Company;

"Amended and Restated Articles" means the amended and restated articles of association of the Company incorporating the relevant terms of the Transaction Documents, as applicable;

"Amended and Restated Subsidiaries Articles" means the amended and restated articles of association of the Subsidiaries incorporating the relevant terms of the Transaction Documents, as applicable;

"Applicable Law" means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental Authorization, in each case as in effect from time to time;

"Authority" means any national, supranational, regional or local government, or governmental, statutory, regulatory, administrative, fiscal, judicial, arbitral, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank);

"Authorization" means any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Authority, whether given by express action or deemed given by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents;

"Bankruptcy Event" means:

- (a) with respect to a Grantor, any or all of the following events to the extent applicable to such Grantor:
 - (i) any event by which such Grantor:
 - A. takes any step (including petition, giving notice to convene or convening a meeting) for the purpose of making, or proposes or enters into, any arrangement, assignment or composition for the benefit of its creditors *provided that*, any settlement of a bona fide legitimate dispute between a Grantor and its operational creditor(s) with regards to the quantum of outstanding debt of such Grantor shall not qualify as a Bankruptcy Event;
 - B. initiates or takes any step for voluntary liquidation, bankruptcy, winding up, dissolution, rehabilitation, insolvency or other such proceedings;
 - C. is unable or admits in writing its inability to pay its debts as they fall due or otherwise becomes insolvent;
 - (ii) an order is made or an effective resolution passed or analogous proceedings taken for winding up, bankruptcy, insolvency resolution or dissolution of such Grantor;
 - (iii) any step initiated or taken for its partition, where such Grantor is a Hindu undivided family;
 - (iv) an application or petition for involuntary insolvency of such Grantor is admitted by an Authority; or

- (v) any other event occurs which under any Applicable Law would have an effect analogous to any of those events described in (i) to (iv) above; and
- (b) with respect to the Company,
 - (i) any of the events listed in (a) above; and/or
 - (ii) if the Company ceases or threatens to cease to carry on its business or any substantial part of its business;

"Business Day" means a day when banks are open for business in New York (New York, United States of America) and New Delhi, India;

"Constitutional Documents" means, with respect to the Company, the: (a) Memorandum, and (b) Amended and Restated Articles; as amended from time to time;

"Country" means the Republic of India;

"Equity Securities" of a company means common shares, preferred shares, warrants, rights, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase common shares of such company or any instrument or certificate representing a beneficial ownership interest in the common shares of such company, including global depository receipts and American depository receipts;

"ICICI Pru" means ICICI Prudential Real Estate AIF I, a category - II alternative investment fund established under the provisions of the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, acting through its investment manager, ICICI Prudential AMC Asset Management Company Limited, a public limited company incorporated under the (Indian) Companies Act, 1956, with company identification number U99999DL1993PLC054135 and having its registered office at 12th Floor, Narain Manzil 23, Barakhamba Road, New Delhi – 110001, India;

"ICICI Pru Options Agreement" means the options agreement dated October 17, 2018 executed between the Grantors, the Company and ICICI Pru (as amended);

"ICICI Pru Put Trigger Event" means issuance of the 'Put Option Notice' (as defined under the ICICI Pru Options Agreement) by ICICI Pru pursuant to sub-clauses (b) and/or (c) of the definition of 'Additional Put Trigger Event' (as defined under the ICICI Pru Options Agreement) under the ICICI Pru Options Agreement;

"IFC Event of Default" has the meaning ascribed to such term under the IFC Investor Rights Agreement read with the Investors Common Agreement;

"IFC Investor Rights Agreement" means the IFC Investor Rights Agreement dated on or around the date of this Agreement executed *inter-alia* between the Company, the Grantors and IFC;

"IFC Securities" means:

- (a) all of the Equity Securities in the Company held by IFC from time to time; and
- (b) all Equity Securities of any company received by IFC in exchange, consolidation, reclassification, replacement or substitution of any Equity Securities in the Company held by IFC from time to time;

"IFC Subscription" means any subscription for Equity Securities of the Company by IFC as provided for in Article II of the Subscription Agreement;

"Investors Common Agreement" means Investors Common Agreement dated on or around the date of this Agreement executed *inter-alia* between ICICI Pru, IFC, the Grantors and the Company;

"Lien" means any mortgage, pledge, charge, assignment, hypothecation, security interest, title retention, preferential right, option (including call commitment), trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor over another arising by operation of law;

"Memorandum" means the memorandum of association of the Company;

"Net Worth" with respect to any Person means, the aggregate of:

- (A) the amount paid up or credited as paid up on the share capital of such Person; and
- (B) the amount standing to the credit of the reserves of such Person (including, without limitation, any share premium account, capital redemption reserve funds and any credit balance on the accumulated profit and loss account);

after deducting from the amounts in (A) and (B):

- (i) any debit balance on the profit and loss account or impairment of the issued share capital of such Person (except to the extent that deduction with respect to that debit balance or impairment has already been made);
- (ii) amounts set aside for dividends to the extent not already deducted from equity;
- (iii) amounts of deferred tax assets; and
- (iv) amounts attributable to capitalized items such as goodwill, trademarks, deferred charges, licenses, patents and other intangible assets;

"Person" means any individual, corporation, Hindu undivided family, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Authority or any other entity whether acting in an individual, fiduciary or other capacity;

"Put Notice" means a notice delivered by IFC to a Grantor(s) pursuant to Section 2.01(b) (*The Put Option*) substantially in the form of Schedule 1 (*Form of Put Notice*) of this Agreement;

"Put Option" has the meaning set forth in Section 2.01(a) (*The Put Option*);

"Put Period" means the period beginning on the fifth (5th) anniversary of the date on which IFC subscribes for Equity Securities in the Company under the Subscription Agreement, and ending on the date on which all of the IFC Securities have been purchased by the Grantors or any other Person at a price not less than the Put Price;

"Put Price" means the Put Investment Value, wherein, "Put Investment Value" shall mean the amount computed to achieve an internal rate of return using the XIRR function in Microsoft Excel using the discount rate 'r' from the date of subscription/ acquisition of the Put Securities till the applicable Settlement Date. Such computation should take into account the subscription/ purchase of the Put Securities (as cash outflows) and any amounts received by IFC in connection with the Put Securities as distributions (including coupon, dividends and other similar payments) from the Company on their respective dates (as cash inflows). Herein, r = eighteen percent (18%); *Provided however that*, if IFC exercises the Put Option and the Grantors fail to pay the Put Price by the Settlement Date, then the Put Price shall be, the sum of: (A) Put Investment Value; and (B) the amount calculated as compound interest of twenty percent (20%) per annum on the Put Investment Value accruing from (and including) the applicable Settlement Date till (but excluding) the date of actual payment of the Put Price;

"Put Securities" means such number of IFC Securities as IFC may specify in a Put Notice;

"Settlement Date" means the date for settlement of the purchase of the relevant Put Securities by the Grantor(s), as such date is specified by IFC in the Put Notice and which date shall be a Business Day, which date shall be not less than ten (10) days from the Put Notice nor more than sixty (60) days from the date of the Put Notice; *provided however that* in the event of occurrence of a Specific Put Event, the Settlement Date shall be the date on which the 'Put Option Consideration' (as defined under the ICICI Pru Options Agreement) is paid to ICICI Pru. It is clarified that the in such an event the payment of the Put Price to IFC by the Grantors shall be simultaneous to the payment of the 'Put Option Consideration' (as defined under the ICICI Pru Options Agreement) to ICICI Pru;

"Specific Put Event" means issuance of the Put Notice by IFC, pursuant to sub-clause (d) of the definition of 'Additional Put Trigger Event', within five (5) days of occurrence of such 'Additional Put Trigger Event';

"Subscription Agreement" has the meaning set forth in Recital A;

"Subscription First Amendment Agreement" has the meaning set forth in Recital A;

"Taxes" means any present or future taxes, withholding obligations, duties and other charges of whatever nature levied by any Authority; and

"Transaction Documents" means

- (a) this Agreement;
- (b) the Subscription Agreement;
- (c) the Subscription First Amendment Agreement;
- (d) the IFC Investor Rights Agreement;
- (e) Accounts Letter Agreement;
- (f) Investors Common Agreement;

- (g) Constitutional Documents;
- (h) Amended and Restated Subsidiaries Articles; and
- (i) any other agreement or document which is mutually agreed by the Parties as a Transaction Document for the purpose of this Agreement or which is designated as a 'Transaction Document' pursuant to the agreements specified in (a) to (h) above.

Section 1.02. *Interpretation.* In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to an Annex, Article, party, Schedule or Section is a reference to that Article or Section of, or that Annex, party or Schedule to, this Agreement;
- (d) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document but disregarding any amendment, supplement, replacement or novation made in breach of the Transaction Documents;
- (e) general words in this Agreement shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words; and
- (f) a reference to a party to any document includes that party's successors and permitted assigns; and

Section 1.03. *Joint and Several Obligations.* The Grantors' obligations under this Agreement in respect of the Put Option and the purchase of any Put Securities are joint and several.

Section 1.04. *Representative of the Grantors.* (a) Each of Madhu Aggarwal and Pradeep Kumar Aggarwal HUF hereby represent and warrant that Mr. Pradeep Kumar Aggarwal has been designated as the authorized representative of Madhu Aggarwal and Pradeep Kumar Aggarwal HUF to act on behalf of Madhu Aggarwal and Pradeep Kumar Aggarwal HUF for the purposes of the Transaction Documents. Each of Madhu Aggarwal and Pradeep Kumar Aggarwal HUF hereby irrevocably confirm that they shall be individually and collectively bound by the acts and deeds of Mr. Pradeep Kumar Aggarwal in connection with the Transaction Documents.

(b) Each of Rashmi Aggarwal, Ravi Aggarwal HUF, Geeta Devi Aggarwal and Sarvpriya Securities Private Limited hereby represent and warrant that Mr. Ravi Aggarwal has been designated as the authorized representative of Rashmi Aggarwal, Ravi Aggarwal HUF, Geeta Devi Aggarwal and Sarvpriya Securities Private Limited to act on behalf of Rashmi Aggarwal, Ravi Aggarwal HUF, Geeta Devi Aggarwal and Sarvpriya Securities Private Limited for the purposes of the Transaction Documents. Each of Rashmi Aggarwal, Ravi Aggarwal HUF, Geeta Devi Aggarwal and Sarvpriya Securities Private Limited hereby irrevocably confirm that they shall be individually and collectively bound by the acts and deeds of Mr. Ravi Aggarwal in connection with the Transaction Documents.

(c) Each of Shilpa Aggarwal and Lalit Kumar Aggarwal HUF hereby represent and warrant that Mr. Lalit Kumar Aggarwal has been designated as the authorized representative of Shilpa Aggarwal and Lalit Kumar Aggarwal HUF to act on behalf of Shilpa Aggarwal and Lalit Kumar

Aggarwal HUF for the purposes of the Transaction Documents. Each of Shilpa Aggarwal and Lalit Kumar Aggarwal HUF hereby irrevocably confirm that they shall be individually and collectively bound by the acts and deeds of Mr. Lalit Kumar Aggarwal in connection with the Transaction Documents.

(d) Each of Bhawana Aggarwal and Devender Aggarwal HUF hereby represent and warrant that Mr. Devender Aggarwal has been designated as the authorized representative of Bhawana Aggarwal and Devender Aggarwal HUF to act on behalf of Bhawana Aggarwal and Devender Aggarwal HUF for the purposes of the Transaction Documents. Each of Bhawana Aggarwal and Devender Aggarwal HUF hereby irrevocably confirm that they shall be individually and collectively bound by the acts and deeds of Mr. Devender Aggarwal in connection with the Transaction Documents.

(e) Each of the persons so authorized in (a) to (d) above, shall remain the authorized representative of such relevant persons authorizing them until they have been replaced as detailed in Section 1.04(f) below.

(f) In the event of death or other incapacity of any of the persons authorized in (a) to (d) above, or for any other reason that the persons so authorizing them deem necessary to replace, such authorizing persons shall forthwith jointly appoint another natural person to be their authorized representative in place and instead of the relevant person authorized in (a) to (d) above.

(g) It is hereby agreed by the each of the persons authorizing the authorized representatives in (a) to (d) above that each of the other Parties shall be fully entitled to rely on any communication, information, or certification given or delivered, or any action or deed performed or taken by their relevant authorized representative (as authorized in (a) to (d) above, as the case may be) (or any other representative appointed in accordance with Section 1.04(f) above) on its/ his/ her behalf in connection with the Transaction Documents and that such authorized representative (or any other representative appointed in accordance with Section 1.04(f) above) shall be solely entitled to act for and on behalf of such authorizing person in connection with the Transaction Documents.

ARTICLE II

The Put Option

Section 2.01. *The Put Option.* (a) Each Grantor hereby grants to IFC an option (the "**Put Option**") to sell to such Grantor on one or more occasions, and the Grantor is obligated to purchase from IFC upon exercise of each such option, all of the Put Securities (as specified by IFC in the relevant Put Notice) in accordance with the terms of this Agreement.

(b) The Put Option may be exercised by IFC by delivery to the Grantor(s) of a Put Notice at any time (and, for the avoidance of doubt, on one or more occasions):

- (i) during the Put Period, at the Put Price; or
- (ii) during the Additional Put Trigger Period, following an Additional Put Trigger Event, at the Put Price.

In each case, the Put Notice shall specify the following:

- (A) the number (and if applicable, the type) of Put Securities,

- (B) the Put Price for those Put Securities (and the basis for its determination of the Put Price),
- (C) the bank account into which the Put Price shall be paid,
- (D) the nature of the relevant Additional Put Trigger Event, if applicable, and
- (E) the applicable Settlement Date; *provided however that* in the event of occurrence of a Specific Put Event, the Settlement Date shall be the date on which the 'Put Option Consideration' (as defined under the ICICI Pru Options Agreement) is paid to ICICI Pru.

It is clarified that the Company and IFC shall jointly appoint a valuer for the purposes of valuation of the Company's Equity Shares/ Equity Securities in relation to the Put Option. In the event the Company and IFC are unable to agree on a valuer within fifteen (15) days of the date of the Put Notice, then IFC may appoint a reputed accounting firm at the cost of the Company for the purposes of undertaking such valuation;

(c) On the relevant Settlement Date:

- (i) the Grantor(s) shall pay to IFC, into the bank account specified by IFC, the Put Price set out in the Put Notice in immediately available funds, without deduction whatsoever for any fees, Taxes, duties, costs or other charges howsoever called (all of which shall be borne by the Grantor(s)). It is clarified that in the event of occurrence of a Specific Put Event, the Settlement Date shall be the date on which the 'Put Option Consideration' (as defined under the ICICI Pru Options Agreement) is paid to ICICI Pru, and the payment of the Put Price to IFC by the Grantors shall be simultaneous to the payment of the 'Put Option Consideration' (as defined under the ICICI Pru Options Agreement) to ICICI Pru; and
- (ii) IFC shall, after receipt of the Put Price, transfer to the relevant Grantor(s) free of all Liens the Put Securities into the demat account of the relevant Grantor(s) (as notified in writing by such Grantor(s) to IFC) as required by Applicable Laws to affect the transfer ("**Settlement Completion**").

It is clarified that, in case the Put Option is exercised by IFC and the Grantors fail to make payment of the Put Price on the Settlement Date, the Settlement Completion shall be deemed to occur for all such purposes on the date IFC effectively transfers the Put Securities to the Grantors after receipt of the applicable Put Price payable by the Grantors under this Agreement.

(d) For the avoidance of doubt, IFC shall be entitled to any dividends, distributions or return of capital relating to the Put Securities which are the subject of the relevant Put Notice which were declared or otherwise had a record date on or before the Settlement Completion. To the extent that any such dividends, distributions or return of capital are paid to the Grantors, whether before or after the Settlement Completion, the Grantors shall be deemed to hold such amounts on trust and for the benefit of IFC and shall promptly pay to IFC an amount equal to the amount of such dividends, distributions or return of capital so received by it. Until Settlement Completion, IFC shall be entitled to all of its rights as a holder of Put Securities (or attached to such Put Securities) whether under the IFC Investor Rights Agreement, other Transaction Documents, Applicable Law or otherwise.

(e) After delivery of a Put Notice to the Grantor(s) but prior to Settlement Completion, IFC shall have the right (but not the obligation) in its sole discretion to withdraw the Put Notice and its exercise of the put option thereunder by written notice to the Grantor(s) at any time or times; it being understood by the Parties, for the avoidance of doubt, that IFC shall retain all of its rights under this Agreement (including any future right to exercise the put option under this Section 2.01) and otherwise without regard to such delivery and withdrawal of the Put Notice (as if such Put Notice had not been delivered and the Put Option had not been exercised).

(f) The calculation by IFC of the Put Price as set forth in the Put Notice shall be binding and conclusive for all purposes, absent manifest error.

Section 2.02. Right of Transfer. Without prejudice to any remedies available to IFC under this Agreement or otherwise including under the IFC Investor Rights Agreement, if after IFC has delivered to a Grantor(s) a Put Notice, the Grantor(s) fails to purchase and pay, as herein provided, for all or any of the Put Securities included in such Put Notice, IFC shall be free, in its sole discretion, to sell, transfer or otherwise dispose of any or all of such unpurchased and unpaid Put Securities; provided, however, that the Grantors shall remain obligated to pay to IFC the corresponding Put Price, as reduced by an amount equal to the net proceeds, if any, actually received by IFC as a result of such sale, transfer or other disposition of the relevant Put Securities, with the amount of such proceeds.

Section 2.03. Obligations Irrevocable. The obligations of the Grantors and the Company hereunder are irrevocable and shall not be terminated, suspended or affected in any manner by the deterioration of the financial situation or the interruption of the operations of the Grantors or the Company (whether by condemnation, expropriation, nationalization or otherwise) or the insolvency of the Company or the Grantors or the filing of any bankruptcy proceeding or any similar proceeding by or against the Company or the Grantors or any other circumstances whatsoever.

Section 2.04. Reporting Requirements. Each Grantor shall, within ninety (90) days from the end of each fiscal year, provide to IFC, a certificate from a registered chartered accountant certifying such Grantor's Net Worth.

Section 2.05. Consents and Approvals; Further Assurances. Each Grantor and the Company shall take all such action and do, perform, execute and deliver, in a due and expeditious manner, all acts, deeds and documents as shall be necessary from time to time to cause the effective performance of each Grantor's obligations, and permit the effective performance of the other party's obligations, under this Agreement (including voting or providing a written consent with respect to any of the voting shares, rights or interests of the Company in order to adopt or reject any corporate or shareholder resolutions necessary to effect the provisions of this Agreement, nominating another Person (acceptable to IFC) to purchase the Put Securities (if required to enable to purchase of the Put Securities at the Put Price)) and making, or causing to be made, all governmental, regulatory and administrative filings with any appropriate Authority, and undertaking all other procedures or formalities, as required to effect the provisions of this Agreement.

ARTICLE III

Representations and Warranties

Section 3.01. Grantors' and Company's Representations and Warranties. Each of the Grantors and the Company hereby represents and warrants, with respect to itself, that each of the following statements is true, accurate and not misleading at the date of this Agreement.

(a) Organization and Authority. The Company and each of the Grantors (other than the Grantors who are natural persons) are legal entities duly organized and validly existing under the laws of their place of incorporation and have the corporate power and authority to enter into, deliver and perform their obligations under this Agreement. Each of the Grantors who are natural Persons have the full power and authority and are competent to enter into, deliver and perform their obligations under this Agreement.

(b) Validity. This Agreement has been duly authorized and executed by it and constitutes its valid and legally binding obligation, enforceable in accordance with its terms;

(c) No Conflict. The execution, delivery and performance of this Agreement will not contravene: (i) any law, regulation, order, decree or Authorization applicable to it; (ii) any provision of its constitutional documents (if applicable); or (iii) any contractual restriction binding on or affecting it or any of its assets; and

(d) Status of Authorizations. All Authorizations required for the execution and delivery of this Agreement and each of the other Transaction Documents to which it is a party and the performance of its obligations hereunder have been obtained and are in full force and effect.

Section 3.02. IFC Representations and Warranties. IFC hereby represents and warrants that each of the following statements is true, accurate and not misleading at the date of this Agreement.

(a) Organization and Authority. It is an international organization established by Articles of Agreement among its member countries and has the power and authority to enter into this Agreement.

(b) Validity. This Agreement has been duly authorized and executed by it and constitutes its valid and legally binding obligation and enforceable in accordance with its terms.

(c) No Conflict. The execution, delivery and performance of this Agreement will not contravene any law, regulation, order, decree or authorization applicable to it or any provision of the Articles of Agreement establishing IFC.

(d) Status of Authorizations. It has taken all appropriate and necessary action to authorize the execution of this Agreement.

Section 3.03. IFC Reliance. Each Grantor and the Company acknowledges that it has made the representations and warranties in Section 3.01 (Grantors' and Company's Representations and Warranties), with the intention of inducing IFC to enter into this Agreement and each of the other Transaction Documents to which it is a party and that IFC has entered into this Agreement and each of the other Transaction Documents to which it is a party on the basis of and in full reliance on each of such representations and warranties.

Section 3.04. *Independent Representations*. Each of the representations and warranties set out in Section 3.01 (*Grantors' and Company's Representations and Warranties*) shall be construed as separate and independent and shall not be limited or restricted by inference from the terms of any other representation and warranties or any other terms of this Agreement or the other Transaction Documents. None of the representations and warranties set out in Section 3.01 (*Grantors' and Company's Representations and Warranties*) shall be treated as qualified by any actual, implied or constructive knowledge on the part of the relevant Party making such representation or any of such Party's respective agents, representatives, officers, employees or advisors.

ARTICLE IV

Miscellaneous

Section 4.01. *Notices*. (a) Any notice, request or other communication to be given or made under this Agreement shall be in writing. Any such communication shall be delivered by hand, established courier service or facsimile to the Party to which it is required or permitted to be given or made at such Party's address specified below or at such other address as such Party has from time to time designated by written notice to the other Parties hereto, and shall be effective upon the earlier of: (i) actual receipt, and (ii) deemed receipt under Section 4.01(b) below.

For the COMPANY:

Name: SignatureGlobal (India) Private Limited
 Address: Unit No. 1304 at 13th Floor Dr. Gopal Das Bhawan, 28 Barakhamba Road,
 New Delhi – 110001, India
 Attention: Ravi Aggarwal
 E-mail: ravi@signatureglobal.in

For MADHU AGGARWAL, PRADEEP KUMAR AGGARWAL and PRADEEP KUMAR AGGARWAL HUF:

Name: Pradeep Kumar Aggarwal
 Address: 34, Road No.61, Punjabi Bagh Delhi 110026
 Attention: Pradeep Kumar Aggarwal
 E-mail: pradeep@signatureglobal.in

For RASHMI AGGARWAL, RAVI AGGARWAL, RAVI AGGARWAL HUF, GEETA DEVI AGGARWAL and SARVPRIYA SECURITIES PRIVATE LIMITED:

Name: Ravi Aggarwal
 Address: 34, Road No.61, Punjabi Bagh Delhi 110026
 Attention: Ravi Aggarwal
 E-mail: ravi@signatureglobal.in

For SHILPA AGGARWAL, LALIT KUMAR AGGARWAL and LALIT KUMAR AGGARWAL HUF:

Name: Lalit Kumar Aggarwal
 Address: 34, Road No.61, Punjabi Bagh Delhi 110026
 Attention: Lalit Kumar Aggarwal

E-mail: lalit@signatureglobal.in

For **BHAWANA AGGARWAL, DEVENDER AGGARWAL** and **DEVENDER AGGARWAL HUF**:

Name: Devender Aggarwal
 Address: 34, Road No.61, Punjabi Bagh Delhi 110026
 Attention: Devender Aggarwal
 E-mail: devender.aggarwal@signatureglobal.in

For **IFC**:

International Finance Corporation
 2121 Pennsylvania Avenue, N.W.
 Washington, D.C. 20433
 United States of America
 Facsimile: +1 (202) 522 7419
 Attention: Director, Manufacturing, Agribusiness and Services Department

With a copy (in the case of communications relating to payments) sent to the attention of the Director, Department of Financial Operations at:

Facsimile: +1 (202) 522-3064

Without in any way prejudicing, affecting or modifying the above, a copy of any notice given or made to IFC pursuant to the foregoing provisions shall also be sent by courier and facsimile Portfolio Manager, Manufacturing, Agribusiness and Services, International Finance Corporation, 6th Floor, Asset number 07, Worldmark 3, Aerocity, New Delhi- 110037, Facsimile Number (+91-11-40531811/10).

(b) Unless there is reasonable evidence that it was received at a different time, notice pursuant to this Section 4.01 is deemed given if: (i) delivered by hand, when left at the address referred to in Section 4.01(a); (ii) sent by established courier services within a country, three (3) Business Days after posting it; (iii) sent by established courier service between two countries, six (6) Business Days after posting it; and (iv) sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine.

(c) In addition to the other modes of notice specified in Section 4.01 herein, the Put Notice (and any notice of withdrawal of such Put Notice) may alternatively be delivered by IFC to the Grantors by electronic mail at the E-mail address noted in Section 4.01(a) above (or any other e-mail address that the Grantors may have informed IFC as being acceptable for communications in connection with this Agreement); *provided* that such notice is effective on the date sent only if during normal business hours of the recipient during a Business Day, and otherwise on the next Business Day.

Section 4.02. Saving of Rights. (a) The rights and remedies of IFC in relation to any misrepresentation or breach of warranty on the part of the Grantors and/or the Company shall not be prejudiced by any investigation by or on behalf of IFC into the affairs of the Grantors or the Company, by the execution or the performance of this Agreement or by any other act or thing by or on behalf of IFC which might prejudice such rights or remedies.

(b) No course of dealing and no failure or delay by IFC in exercising any power, remedy, discretion, authority or other right under this Agreement or any other agreement shall impair, or be

construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

Section 4.03. *English Language*. All documents to be provided or communications to be given or made under this Agreement shall be in English and, where the original version of any such document or communication is not in English, shall be accompanied by an English translation certified by an authorized representative of the Person who is providing such document or giving such communication to be a true and correct translation of the original. IFC may, if it so requires, obtain an English translation of any document or communication received in any other language at the cost and expense of the Grantor and in either case IFC may deem any such translation to be the governing version.

Section 4.04. *Applicable Law and Arbitration*.

(a) This Agreement, and all non-contractual obligations arising out of or in connection with it, is governed by, and shall be construed in accordance with, the laws of the Republic of India.

(b) Any dispute arising out of or in connection with this Agreement, including the existence, validity, invalidity, breach or termination thereof, shall be referred to and finally settled by arbitration in accordance with the Rules of Arbitration ("Rules") of the Singapore International Arbitration Centre ("SIAC") in force when the notice of arbitration is submitted in accordance with the Rules, which rules are deemed to be incorporated by reference in this Section. The arbitral award is final and binding upon the Parties.

(c) The arbitration shall be conducted in English.

(d) The legal seat arbitration shall be Singapore and the venue shall be Mumbai (Maharashtra, India).

(e) There shall be three (3) arbitrators, one nominated by the claimant(s), the second nominated by the respondent(s), and the third arbitrator, who shall act as presiding arbitrator, shall be nominated by the first two arbitrators. The claimant(s) and the respondent(s) shall nominate their respective arbitrator within a period of thirty (30) days of the receipt of the request for arbitration. The third arbitrator shall be nominated by the two arbitrators within a period of thirty (30) days of the nomination of the second arbitrator. If either the claimant(s) or the respondent(s) fail to nominate the two arbitrators, or the two arbitrators so nominated fail to nominate the presiding arbitrator, within the aforementioned time periods, then SIAC shall make the nomination(s) and appointment(s).

(f) The Parties acknowledge and agree that no provision of this Agreement or of the Rules, nor the submission to arbitration by IFC, in any way constitutes or implies a waiver, termination or modification by IFC of any privilege, immunity or exemption of IFC granted in the Articles of Agreement establishing IFC, international conventions, or applicable law.

(f) The arbitral tribunal shall not be authorized to take or provide, and the Parties shall not be authorized to seek from any judicial authority, any interim measures of protection or pre-award relief against IFC, any provisions of the Rules notwithstanding.

Section 4.05. *Immunity*. To the extent that any Grantor or the Company may be entitled in any jurisdiction to claim for itself or its assets immunity in respect of its obligations under this Agreement or any other Transaction Document from any suit, execution, attachment (whether provisional or final, in aid of execution, before judgment or otherwise) or other legal process or to the extent that in any jurisdiction that immunity (whether or not claimed) may be attributed to it or its assets, each Grantor

and the Company irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted now or in the future by the laws of such jurisdiction.

Section 4.06. Announcements. (a) The Grantors and the Company may not represent IFC's views on any matter, or use IFC's name in any written material provided to third parties, without IFC's prior written consent.

(b) None of the Grantors nor the Company shall:

(i) disclose any information either in writing or orally to any Person which is not a Party to this Agreement; or

(ii) make or issue a public announcement, communication or circular,

about the Put Option or the subject matter of, or the transactions referred to in, this Agreement or any other Transaction Document, including by way of press release, promotional and publicity materials, posting of information on websites, granting of interviews or other communications with the press, or otherwise, other than: (A) to such of its officers, employees and advisers as reasonably require such information in connection with the Put Option or to comply with the terms of this Agreement or any other Transaction Document; (B) to the extent required by law or regulation (including the rules of any stock exchange on which the Grantors' shares are listed); (C) to the extent required for it to enforce its rights under this Agreement; and (D) with the prior written consent of IFC. Before any information is disclosed or any public announcement, communication or circulation made or issued pursuant to this Section 4.06(b), the Grantors and the Company must consult with IFC in advance about the timing, manner and content of the disclosure, announcement, communication or circulation (as the case may be).

(c) Each Grantor and the Company shall expressly inform any Person to whom discloses any information under Section 4.06(b) of the restrictions set out in Section 4.06(b) with regards disclosure of such information and shall procure their compliance with the terms of this Section 4.06 as if they each were party to this Agreement as the Grantor or the Company, as the case may be, and the Grantor and the Company, as the case maybe, shall be responsible for any breach by any such Person of the provisions of this Section 4.06.

Section 4.07. Successors and Assigns. This Agreement binds and benefits the respective successors and assignees of the Parties. However, the Grantors and/or the Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior consent of IFC. IFC may assign its rights under this Agreement to one or more transferees in connection with the transfer of its Equity Securities in the Company.

Section 4.08. Amendments, Waivers and Consents. Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by all of the Parties hereto.

Section 4.09. Counterparts. This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute one and the same agreement.

Section 4.10. Expenses. The Grantor shall pay to IFC, or as IFC may direct, the costs and expenses incurred by IFC in relation to efforts to enforce or protect its rights under this Agreement, or

the exercise of its rights or powers consequent upon or arising out of any breach of this Agreement including under Section 2.02 (*Right of Transfer*), including legal and other professional consultants' fees, on a full indemnity basis.

Section 4.11. *Taxes.* (a) The Grantors shall pay or cause to be paid all Taxes to which it is subject on or in connection with the payment of any and all amounts due to IFC under this Agreement that are now or in the future levied or imposed by any Authority of the Country or by any organization of which the Country is a member or any jurisdiction through or out of which a payment is made.

(b) Subject to Section 4.11(c) below, all payments due under this Agreement shall be made without deduction for or on account of any Taxes.

(c) If the Grantors are prevented by operation of law or otherwise from making or causing to be made those payments without deduction, the amount of any payment due under this Agreement shall be increased to such amount as may be necessary so that IFC receives the full amount it would have received (taking into account any Taxes payable on amounts payable by the Grantors under this Section 4.11(c)) had those payments been made without that deduction.

(d) If Section 4.11(a) applies and IFC so requests, the Grantors shall deliver to IFC official tax receipts evidencing payment (or certified copies of them) within thirty (30) days of the date of that request.

Section 4.12. *Entire Agreement.* This Agreement, together with the other Transaction Documents, supersedes all prior discussions, memoranda of understanding, agreements and arrangements (whether written or oral, including all correspondence), if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications and the other Transaction Documents) contains the sole and entire agreement between the Parties with respect to the subject matter of this Agreement and the other Transaction Documents.

Section 4.13. *Invalid Provisions.* If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law from time to time: (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names, as of the date first written above.

SIGNATUREGLOBAL (INDIA) PRIVATE LIMITED

Name: Ravi Aggarwal
Title: Director

For and on behalf of MADHU AGGARWAL, PRADEEP KUMAR AGGARWAL and
PRADEEP KUMAR AGGARWAL HUF:



PRADEEP KUMAR AGGARWAL

For and on behalf of RASHMI AGGARWAL, RAVIAGGARWAL, RAVIAGGARWAL HUF,
GEETA DEVI AGGARWAL and SARVPRIYA SECURITIES PRIVATE LIMITED:

RAVIAGGARWAL

For and on behalf of SHILPA AGGARWAL, LALIT KUMARAGGARWAL and LALIT KUMAR AGGARWAL HUF:



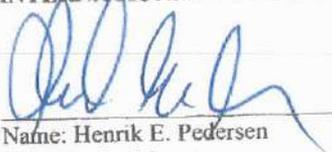
LALIT KUMAR AGGARWAL

For and on behalf of **BHAWANA AGGARWAL, DEVENDERAGGARWAL** and **DEVENDER AGGARWAL HUF**:



Devender Aggarwal

INTERNATIONAL FINANCE CORPORATION



Name: Henrik E. Pedersen
Title: Senior Manager

ANNEX A

LIST OF GRANTORS

| <i>S. No.</i> | <i>Name</i> | <i>Address</i> |
|---------------|--------------------------------------|---|
| 1. | Pradeep Kumar Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 2. | Ravi Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 3. | Lalit Kumar Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 4. | Devender Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 5. | Rashmi Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 6. | Ravi Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 7. | Bhawna Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 8. | Devender Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 9. | Madhu Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 10. | Pradeep Kumar Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 11. | Shilpa Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 12. | Geeta Devi Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 13. | Lalit Kumar Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 14. | Sarvpriya Securities Private Limited | Unit No 201B, 2nd Floor, Tower A Signature Tower, South City-1, Gurugram 122001 |

SCHEDULE 1

FORM OF PUT NOTICE

Date: [●]

VIA ELECTRONIC EMAIL AND COURIER

[GRANTOR ADDRESS]

**Attention: [AUTHORIZED REPRESENTATIVES]
[EMAILS]**

Ladies and Gentlemen,

Re: Put Notice - IFC Investment Number 41206

1. Please refer to the Put Option Agreement dated [●] between SignatureGlobal (India) Private Limited, (the "Company"), the International Finance Corporation ("IFC") and the Grantors named therein ("Put Option Agreement"). Unless otherwise defined in this Put Notice, capitalized terms defined in the Put Option Agreement have the same defined meaning wherever used in this Put Notice.
2. Without prejudice to IFC's rights under the Transaction Documents, in accordance with the provisions of Section 2.01 (*The Put Option*) of the Put Option Agreement, IFC hereby exercises the Put Option by delivery of this Put Notice.
3. The Put Securities are [all][number] IFC Securities, comprising [] ([]) fully paid and non-assessable Equity Securities in the Company.
4. The Put Price is [] ([]) based on a Put Price of [] ([]), calculated in accordance with the methodology set forth in the Put Option Agreement [and annexed to this Put Notice].
5. [Subject to sub-clause (E) below Clause 2.01(b) of the Put Option Agreement,] the Settlement Date shall be [date].
6. On the Settlement Date, the purchase and sale of the Put Securities shall be effected and:
 - (i) the Put Price shall be paid by the Grantor no later than 1:00PM (New York) to the following account: [Northern Trust International Banking Corporation, New York, New York, U.S.A., ABA#026001122, for credit to IFC's account number 10215220300 – Reference: project ID# 41206 – Put Proceeds], unless a different account has been designated by IFC on or prior to the Settlement Date; and
 - (ii) IFC shall, after receipt of the Put Price, transfer the Put Securities to the Grantor.
7. Notwithstanding the delivery to the Grantor of this Put Notice by IFC and the exercise of the Put Option pursuant hereto, and without prejudice to the terms and conditions and any other rights IFC has under the IFC Investor Rights Agreement or any other Transaction Document, pursuant to Section 2.01(e) of the Put Option Agreement if IFC delivers to the Grantor, before the Settlement Date, a written notice of withdrawal of this Put Notice, then, immediately thereupon and with no further action by IFC or the Grantor, this Put Notice and the Put Option exercise the subject of this Put Notice shall be deemed for all purposes to be withdrawn by IFC and cancelled as if this Put Notice and its related exercise of the Put Option had not been exercised.



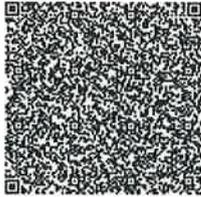
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

| | |
|---------------------------|--|
| Certificate No. | : IN-DL96572013732692T |
| Certificate Issued Date | : 12-Jul-2021 05:43 PM |
| Account Reference | : IMPACC (IV)/ d1960303/ DELHI/ DL-DLH |
| Unique Doc. Reference | : SUBIN-DL96030391319206745595T |
| Purchased by | : SIGNATUREGLOBAL INDIA PRIVATE LIMITED |
| Description of Document | : Article 5 General Agreement |
| Property Description | : Not Applicable |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : SIGNATUREGLOBAL INDIA PRIVATE LIMITED |
| Second Party | : INTERNATIONAL FINANCE CORPORATION AND OTHERS |
| Stamp Duty Paid By | : SIGNATUREGLOBAL INDIA PRIVATE LIMITED |
| Stamp Duty Amount(Rs.) | : 500 (Five Hundred only) |



Please write or type below this line.

This stamp paper forms an Integral part of the Amendment to Put option Agreement dated 14th July 2021, executed by and between International Finance Corporation, Signatureglobal (India) Private Limited and the Promoters of Signatureglobal (India) Private Limited.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Amendment to Put Option Agreement

Between

THE PERSONS LISTED IN ANNEX A

AND

SIGNATUREGLOBAL (INDIA) PRIVATE LIMITED

AND

INTERNATIONAL FINANCE CORPORATION

Dated July 14, 2021

AMENDMENT TO PUT OPTION AGREEMENT

This amendment to the Put Option Agreement (*as hereinafter defined*) ("**Amendment Agreement**") is made on this 14th day of July, 2021 at New Delhi among:

- (1) **THE PERSONS LISTED IN ANNEX A**, (individually referred to as the "**Grantor**", and collectively referred to as the "**Grantors**"); and
- (2) **SIGNATUREGLOBAL (INDIA) PRIVATE LIMITED**, a company organized and existing under the laws of the Republic of India, having its registered office at Unit No. 1304 at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi – 110001, India (the "**Company**"); and
- (3) **INTERNATIONAL FINANCE CORPORATION**, an international organization established by Articles of Agreement among its member countries including the Republic of India ("**IFC**").

The Grantors, Company and the IFC shall hereinafter be collectively referred to as "**Parties**" and individually be referred to as "**Party**".

RECITALS

(A) Pursuant to a Subscription Agreement dated June 12, 2019 between IFC, the Grantors and the Company (as amended by the first amendment to subscription agreement executed between IFC, the Grantors and the Company) (the "**Subscription Agreement**"), IFC had subscribed to certain Equity Securities in the Company on the terms and conditions set forth in the Subscription Agreement.

(B) As per the terms and conditions set out in the Subscription Agreement, the Parties had entered into the Put Option Agreement dated September 11, 2019 ("**Put Option Agreement**").

(C) The Parties are now entering into this Amendment Agreement to amend certain terms and conditions as detailed in the Put Option Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Wherever used in this Amendment Agreement, the following terms have the following meaning:

"**Effective Date**" has the meaning ascribed to the term under the Investors Common Agreement;

"**HCARE**" means Vistra ITCL (India) Limited (formerly known as IL&FS Trust Company Limited), a company incorporated under the Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, Plot No.22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 in its capacity as the trustee of HCARE Capital Affordable Real Estate Fund – 1, a Category II Alternative Investment Fund formed under Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 acting through its investment manager HCARE Capital Advisors Limited, a company registered under the provisions of the Companies Act, 2013, having its registered office at HDFC House, HT Parekh Marg, Churchgate, Mumbai 400020;

"**Investors Common Agreement**" means Investors Common Agreement dated on or around the date of this Agreement executed *inter-alia* between HCARE, IFC, the Grantors and the

Company;

“**Subscription Agreement**” has the meaning set forth in Retail A;

“**Put Option Agreement**” has the meaning set forth in Recital B.

- 1.2. All capitalized terms used but not defined in this Amendment Agreement shall have the same meaning as assigned to them in the Put Option Agreement.

2. AMENDMENTS TO THE PUT OPTION AGREEMENT

The Parties agree that the Put Option Agreement is amended to the limited extent mentioned below in this Section 2:

- 2.1. Paragraph (d) of the existing definition of "Additional Put Trigger Event" in Section 1.01 (*Definitions*) of the Put Option Agreement shall be deleted in its entirety and shall be replaced with the following:

“(d) *an HCARE Put Trigger Event;*”.

- 2.2. The existing definitions of “Accounts Letter Agreement”, “ICICI Pru”, “ICICI Pru Options Agreement” and “ICICI Pru Put Trigger Event” in Section 1.01 (*Definitions*) of the Put Option Agreement shall stand deleted in its entirety.

- 2.3. The following definitions of “HCARE”, “HCARE Options Agreement” and “HCARE Put Trigger Event” shall be inserted after the definition of “Equity Securities” in Section 1.01 (*Definitions*) of the Put Option Agreement:

“**HCARE**” means *Vistra ITCL (India) Limited (formerly known as IL&FS Trust Company Limited), a company incorporated under the Companies Act, 1956 and having its registered office at The IL&FS Financial Centre, Plot No.22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 in its capacity as the trustee of HCARE Capital Affordable Real Estate Fund – 1, a Category II Alternative Investment Fund formed under Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 acting through its investment manager HCARE Capital Advisors Limited, a company registered under the provisions of the Companies Act, 2013, having its registered office at HDFC House, HT Parekh Marg, Churchgate, Mumbai 400020;*

“**HCARE Options Agreement**” means *the put option agreement dated July 14, 2021 executed between the Grantors, the Company and HCARE;*

“**HCARE Put Price**” has the meaning ascribed to ‘Put Price’ under the HCARE Options Agreement;

“**HCARE Put Trigger Event**” means *issuance of the ‘Put Notice’ (as defined under the HCARE Options Agreement) by HCARE pursuant to sub-clauses (b) and/or (c) of the definition of ‘Additional Put Trigger Event’ (as defined under the HCARE Options Agreement) under the HCARE Options Agreement;*”.

- 2.4. The existing definition of "Transaction Document" in Section 1.01 (*Definitions*) of the Put Option Agreement shall be deleted in its entirety and shall be replaced with the following:

“**Transaction Documents**” means:

- (a) *this Agreement;*

- (b) *the Subscription Agreement;*
- (c) *the Subscription First Amendment Agreement;*
- (d) *the IFC Investor Rights Agreement;*
- (e) *Investors Common Agreement;*
- (f) *Constitutional Documents;*
- (g) *Amended and Restated Subsidiaries Articles; and*
- (h) *any other agreement or document which is mutually agreed by the Parties as a Transaction Document for the purpose of this Agreement or which is designated as a 'Transaction Document' pursuant to the agreements specified in (a) to (g) above."*

2.5. Wherever used in the Put Option Agreement:

- (a) reference to "ICICI Pru" shall mean a reference to "HCARE";
- (b) reference to "ICICI Pru Options Agreement" shall mean a reference to "HCARE Options Agreement"; and
- (c) reference to "'Put Option Consideration' (as defined under the ICICI Pru Options Agreement)" shall mean a reference to "HCARE Put Price".

2.6. Section 4.01 (*Notices*) shall stand deleted in its entirety and shall be replaced by the following:

"Section 4.01. Notices. (a) Any notice, request or other communication to be given or made under this Agreement shall be in writing. Any such communication shall be delivered by hand, established courier service or email to the Party to which it is required or permitted to be given or made at such Party's address specified below or at such other address as such Party has from time to time designated by written notice to the other Parties hereto, and shall be effective upon the earlier of: (i) actual receipt, and (ii) deemed receipt under Section 4.01(b) below.

For the COMPANY:

*Name: SignatureGlobal (India) Private Limited
Address: Unit No. 1304 at 13th Floor Dr. Gopal Das Bhawan, 28 Barakhamba Road,
New Delhi – 110001, India
Attention: Ravi Aggarwal
E-mail: ravi@signatureglobal.in*

For MADHU AGGARWAL, PRADEEP KUMAR AGGARWAL and PRADEEP KUMAR AGGARWAL HUF:

*Name: Pradeep Kumar Aggarwal
Address: 34, Road No.61, Punjabi Bagh Delhi 110026
Attention: Pradeep Kumar Aggarwal
E-mail: pradeep@signatureglobal.in*

For RASHMI AGGARWAL, RAVI AGGARWAL, RAVI AGGARWAL HUF, GEETA DEVI AGGARWAL and SARVPRIYA SECURITIES PRIVATE LIMITED:

*Name: Ravi Aggarwal
Address: 34, Road No.61, Punjabi Bagh Delhi 110026
Attention: Ravi Aggarwal
E-mail: ravi@signatureglobal.in*

For SHILPA AGGARWAL, LALIT KUMAR AGGARWAL and LALIT KUMAR AGGARWAL HUF:

Name: Lalit Kumar Aggarwal
 Address: 34, Road No.61, Punjabi Bagh Delhi 110026
 Attention: Lalit Kumar Aggarwal
 E-mail: lalit@signatureglobal.in

For BHAWANA AGGARWAL, DEVENDER AGGARWAL and DEVENDER AGGARWAL HUF:

Name: Devender Aggarwal
 Address: 34, Road No.61, Punjabi Bagh Delhi 110026
 Attention: Devender Aggarwal
 E-mail: devender.aggarwal@signatureglobal.in

For IFC:

International Finance Corporation
 2121 Pennsylvania Avenue, N.W.
 Washington, D.C. 20433
 United States of America
 Email: Notifications@ifc.org
 Attention: Director, Manufacturing, Agribusiness and Services Department

With a copy (in the case of communications relating to payments) sent to the attention of the Director, Department of Financial Operations.

Without in any way prejudicing, affecting or modifying the above, a copy of any notice given or made to IFC pursuant to the foregoing provisions shall also be sent by courier to Portfolio Manager, Manufacturing, Agribusiness and Services, International Finance Corporation, 6th Floor, Asset number 07, Worldmark 3, Aerocity, New Delhi- 110037.

(b) Unless there is reasonable evidence that it was received at a different time, notice pursuant to this Section 4.01 is deemed given if: (i) delivered by hand, when left at the address referred to in Section 4.01(a); (ii) sent by established courier services within a country, three (3) Business Days after posting it; (iii) sent by established courier service between two countries, six (6) Business Days after posting it or confirmation of its receipt, whichever is earlier; and (iv) sent by electronic mail, when confirmation of its transmission has been recorded by the sender's electronic mail.

(c) In addition to the other modes of notice specified in Section 4.01 herein, the Put Notice (and any notice of withdrawal of such Put Notice) may alternatively be delivered by IFC to the Grantors by electronic mail at the E-mail address noted in Section 4.01(a) above (or any other e-mail address that the Grantors may have informed IFC as being acceptable for communications in connection with this Agreement); provided that such notice is effective on the date sent only if during normal business hours of the recipient during a Business Day, and otherwise on the next Business Day.

(d) IFC has a secured document sharing website called "AccessIFC", located at accessifc.ifc.org. Provided that the Company has agreed to all the terms and conditions provided by IFC to access and use AccessIFC, IFC may, in its discretion, grant to the Company access to AccessIFC. In the event the Company has been granted access to AccessIFC, the Company shall deliver via AccessIFC the valuation reports pursuant to Section 2.01(b) (The Put Option) and any other reporting requirements as may be mutually agreed between the

Company and IFC.”

- 2.7. Section 4.04(d) (*Applicable Law and Arbitration*) shall stand deleted in its entirety and shall be replaced by the following:

“(d) *The legal seat arbitration shall be Singapore and the venue shall be New Delhi, India.*”

3. REPRESENTATIONS AND WARRANTIES

- 3.1 *Grantors’ and Company’s Representations and Warranties.* Each of the Grantors and the Company hereby represents and warrants, with respect to itself, that each of the following statements is true, accurate and not misleading at the date of this Amendment Agreement.

- (a) *Organization and Authority.* The Company and each of the Grantors (other than the Grantors who are natural persons) are legal entities duly organized and validly existing under the laws of their place of incorporation and have the corporate power and authority to enter into, deliver and perform their obligations under this Amendment Agreement. Each of the Grantors who are natural Persons have the full power and authority and are competent to enter into, deliver and perform their obligations under this Amendment Agreement.
- (b) *Validity.* This Amendment Agreement has been duly authorized and executed by it and constitutes its valid and legally binding obligation, enforceable in accordance with its terms;
- (c) *No Conflict.* The execution, delivery and performance of this Amendment Agreement will not contravene: (i) any law, regulation, order, decree or Authorization applicable to it; (ii) any provision of its constitutional documents (if applicable); or (iii) any contractual restriction binding on or affecting it or any of its assets; and
- (d) *Status of Authorizations.* All Authorizations required for the execution and delivery of this Amendment Agreement and the performance of its obligations hereunder have been obtained and are in full force and effect.

- 3.2. *IFC Representations and Warranties.* IFC hereby represents and warrants that each of the following statements is true, accurate and not misleading at the date of this Amendment Agreement.

- (a) *Organization and Authority.* It is an international organization established by Articles of Agreement among its member countries and has the power and authority to enter into this Amendment Agreement.
- (b) *Validity.* This Amendment Agreement has been duly authorized and executed by it and constitutes its valid and legally binding obligation and enforceable in accordance with its terms.
- (c) *No Conflict.* The execution, delivery and performance of this Amendment Agreement will not contravene any law, regulation, order, decree or authorization applicable to it or any provision of the Articles of Agreement establishing IFC.
- (d) *Status of Authorizations.* It has taken all appropriate and necessary action to authorize the execution of this Amendment Agreement.

- 3.3. *IFC Reliance.* Each Grantor and the Company acknowledges that it has made the representations and warranties in Section 3. 1 (*Grantors’ and Company’s Representations and*

Warranties), with the intention of inducing IFC to enter into this Amendment Agreement and that IFC has entered into this Amendment Agreement on the basis of and in full reliance on each of such representations and warranties.

4. MISCELLANEOUS

- 4.1. The provisions of Section 4.01 (*Notices*), Section 4.02 (*Saving of Rights*), Section 4.03 (*English Language*), Section 4.04 (*Applicable Law and Arbitration*), Section 4.05 (*Immunity*), Section 4.06 (*Announcements*), Section 4.07 (*Successors and Assigns*), Section 4.08 (*Amendments, Waivers and Consents*), Section 4.09 (*Counterparts*) and Section 4.13 (*Invalid Provisions*) of the Put Option Agreement shall apply *mutatis mutandis* to this Amendment Agreement and be deemed to be incorporated by reference to this Amendment Agreement.
- 4.2. On and from the Effective Date, this Amendment Agreement shall form an integral part of the Put Option Agreement for all purposes and shall be read and construed along with the Put Option Agreement, and any reference to the “Agreement” in the Put Option Agreement or any reference to the Put Option Agreement in any document shall be construed as a reference to the Put Option Agreement as amended by this Amendment Agreement. Except as specifically and *expressly* amended by this Amendment Agreement, all other provisions of the Put Option Agreement shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.

(Signature pages follow)

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names, as of the date first written above.

SIGNATUREGLOBAL (INDIA) PRIVATE LIMITED

For SignatureGlobal (India) Private Limited



Director/Authorised Signatory

Name: Ravi Aggarwal

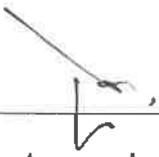
Title: Director

For and on behalf of **MADHU AGGARWAL, PRADEEP KUMAR AGGARWAL** and
PRADEEP KUMAR AGGARWAL HUF:



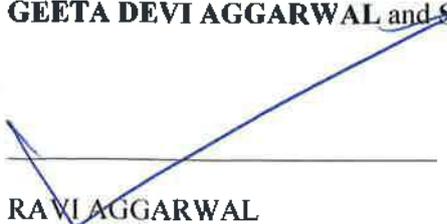
PRADEEP KUMAR AGGARWAL

For and on behalf of **BHAWANA AGGARWAL, DEVENDER AGGARWAL and DEVENDER AGGARWAL HUF:**



Devender Aggarwal

For and on behalf of **RASHMI AGGARWAL, RAVI AGGARWAL, RAVI AGGARWAL HUF, GEETA DEVI AGGARWAL and SARVPRIYA SECURITIES PRIVATE LIMITED:**



RAVI AGGARWAL

For and on behalf of **SHILPA AGGARWAL, LALIT KUMAR AGGARWAL** and **LALIT KUMAR AGGARWAL HUF**:



LALIT KUMAR AGGARWAL

INTERNATIONAL FINANCE CORPORATION

Monica J. Chander

Name: Monica J Chander

Title: Manager

ANNEX A**LIST OF GRANTORS**

| S. No. | Name | Address |
|---------------|--------------------------------------|---|
| 1. | Pradeep Kumar Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 2. | Ravi Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 3. | Lalit Kumar Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 4. | Devender Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 5. | Rashmi Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 6. | Ravi Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 7. | Bhawna Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 8. | Devender Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 9. | Madhu Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 10. | Pradeep Kumar Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 11. | Shilpa Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 12. | Geeta Devi Aggarwal | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 13. | Lalit Kumar Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 14. | Sarvpriya Securities Private Limited | Unit No 201B, 2nd Floor, Tower A Signature Tower, South City-1, Gurugram 122001 |

INVESTMENT NUMBER 41206

Second Amendment to the Put Option Agreement

between

THE PERSONS LISTED IN ANNEX A

and

SIGNATUREGLOBAL (INDIA) LIMITED

and

INTERNATIONAL FINANCE CORPORATION

Dated August 2023

SECOND AMENDMENT AGREEMENT TO THE PUT OPTION AGREEMENT

This second amendment agreement to the Put Option Agreement (as defined below) is made on August 28, 2023 (“**Execution Date**” and this agreement, the “**Amendment Agreement**”) at New Delhi, among:

1. **THE PERSONS LISTED IN ANNEX A**, (individually referred to as the “**Grantor**”, and collectively referred to as the “**Grantors**”);
2. **SIGNATUREGLOBAL (INDIA) LIMITED**, a company organized and existing under the laws of the Republic of India, having its registered office at Unit No. 1304 at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi – 110001, India (the “**Company**”); and
3. **INTERNATIONAL FINANCE CORPORATION**, an international organization established by Articles of Agreement among its member countries including the Republic of India (“**IFC**”).

The Company, IFC, and the Grantors shall be individually referred to as “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. The Parties had entered into the Put Option Agreement dated September 11, 2019, which was subsequently amended *vide* amendment agreement dated July 14, 2021 (the “**Put Option Agreement**”).
- B. The Parties are now entering into this Amendment Agreement to amend certain terms and conditions as detailed in the Put Option Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Wherever used in this Amendment Agreement the following terms have the following meaning. All capitalized terms used but not defined in this Amendment Agreement shall have the same meaning as assigned to them in the Put Option Agreement:

“**DRHP**” means the draft red herring prospectus dated July 12, 2022 filed by the Company with SEBI;

“**QIPO**” shall have the meaning assigned to such term under the Investors Common Agreement;

“**Put Option Agreement**” shall have the meaning assigned to such term in Recital (A);

“**SEBI**” means the Securities and Exchange Board of India; and

“**UDRHP**” means the updated version of the DRHP proposed to be filed by the Company with SEBI.

1.2. Interpretation

The principles of interpretation set out in the Put Option Agreement shall be deemed to be incorporated herein by reference and shall have effect as if set out in this Amendment Agreement.

2. AMENDMENTS TO THE PUT OPTION AGREEMENT

- 2.1. The Parties agree that the following Paragraphs shall be inserted after Paragraph (i) in the existing definition of "Additional Put Trigger Event" in Section 1.01 (*Definitions*) of the Put Option Agreement

"(j) The Reinstatement of Rights (as defined in the Second ICA Amendment), in relation to IFC, has not been completed within 30 (thirty) Business Days of the occurrence of a Revival Event (as defined in the Second ICA Amendment); or

(k) The Reinstatement of Rights (as defined in the Second IFC IRA Amendment) has not been completed within 30 (thirty) Business Days of the occurrence of a Revival Event (as defined in the Second IFC IRA Amendment);"

- 2.2. The following definitions of "Second ICA Amendment" and "Second IFC IRA Amendment" shall be inserted after the definition of "Put Securities" in Section 1.01 (*Definitions*) of the Put Option Agreement:

"Second ICA Amendment" means the second amendment agreement to the Investors Common Agreement dated on or around the date of this Amendment Agreement;

"Second IFC IRA Amendment" means the second amendment agreement to the IFC Investor Rights Agreement dated on or around the date of this Amendment Agreement;"

3. REPRESENTATIONS AND WARRANTIES

- 3.1. Grantors' and Company's Representations and Warranties. Each of the Grantors and the Company hereby represents and warrants, with respect to itself, that each of the following statements is true, accurate and not misleading at the date of this Amendment Agreement.

- (a) Organization and Authority. The Company and each of the Grantors (other than the Grantors who are natural persons) are legal entities duly organized and validly existing under the laws of their place of incorporation and have the corporate power and authority to enter into, deliver and perform their obligations under this Amendment Agreement. Each of the Grantors who are natural Persons have the full power and authority and are competent to enter into, deliver and perform their obligations under this Amendment Agreement.
- (b) Validity. This Amendment Agreement has been duly authorized and executed by it and constitutes its valid and legally binding obligation, enforceable in accordance with its terms;
- (c) No Conflict. The execution, delivery and performance of this Amendment Agreement will not contravene: (i) any law, regulation, order, decree or Authorization applicable to it; (ii) any provision of its constitutional documents (if applicable); or (iii) any contractual restriction binding on or affecting it or any of its assets; and

- (d) Status of Authorizations. All Authorizations required for the execution and delivery of this Amendment Agreement and the performance of its obligations hereunder have been obtained and are in full force and effect.
- 3.2. IFC Representations and Warranties. IFC hereby represents and warrants that each of the following statements is true, accurate and not misleading at the date of this Amendment Agreement.
- (a) Organization and Authority. It is an international organization established by Articles of Agreement among its member countries and has the power and authority to enter into this Amendment Agreement.
- (b) Validity. This Amendment Agreement has been duly authorized and executed by it and constitutes its valid and legally binding obligation and enforceable in accordance with its terms.
- (c) No Conflict. The execution, delivery and performance of this Amendment Agreement will not contravene any law, regulation, order, decree or authorization applicable to it or any provision of the Articles of Agreement establishing IFC.
- (d) Status of Authorizations. It has taken all appropriate and necessary action to authorize the execution of this Amendment Agreement.
- 3.3. IFC Reliance. Each Grantor and the Company acknowledges that it has made the representations and warranties in Section 3.1 (*Grantors' and Company's Representations and Warranties*), with the intention of inducing IFC to enter into this Amendment Agreement and that IFC has entered into this Amendment Agreement on the basis of and in full reliance on each of such representations and warranties.

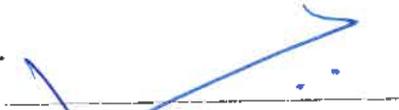
4. MISCELLANEOUS

- 4.1. The provisions of Section 4.01 (*Notices*), Section 4.02 (*Saving of Rights*), Section 4.03 (*English Language*), Section 4.04 (*Applicable Law and Arbitration*), Section 4.05 (*Immunity*), Section 4.06 (*Announcements*), Section 4.07 (*Successors and Assigns*), Section 4.08 (*Amendments, Waivers and Consents*), Section 4.09 (*Counterparts*) and Section 4.13 (*Invalid Provisions*) of the Put Option Agreement shall apply *mutatis mutandis* to this Amendment Agreement and be deemed to be incorporated by reference to this Amendment Agreement.
- 4.2. On and from the date of filing of the UDRHP with SEBI, by the Company in relation to the QIPO, this Amendment Agreement shall form an integral part of the Put Option Agreement for all purposes and shall be read and construed along with the Put Option Agreement, and any reference to the "Agreement" in the Put Option Agreement or any reference to the Put Option Agreement in any document shall be construed as a reference to the Put Option Agreement as amended by this Amendment Agreement. Except as specifically and *expressly* amended by this Amendment Agreement, all other provisions of the Put Option Agreement shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

SIGNATUREGLOBAL (INDIA) LIMITED



Name: *Ravi Aggarwal*

Title: *Managing Director*

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

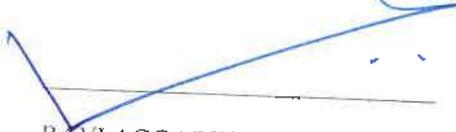
For and on behalf of MADHU AGGARWAL, PRADEEP KUMAR AGGARWAL and PRADEEP KUMAR AGGARWAL HUF:



PRADEEP KUMAR AGGARWAL

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

For and on behalf of **RASHMI AGGARWAL, RAVI AGGARWAL, RAVI AGGARWAL HUF, GEETA DEVI AGGARWAL** and **SARVPRIYA SECURITIES PRIVATE LIMITED**:



RAVI AGGARWAL

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

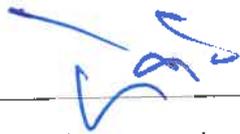
For and on behalf of **SHILPA AGGARWAL, LALIT KUMAR AGGARWAL and LALIT KUMAR AGGARWAL HUF**:



LALIT KUMAR AGGARWAL

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

For and on behalf of **BHAWANA AGGARWAL, DEVENDER AGGARWAL and DEVENDER AGGARWAL HUF:**



Devender Aggarwal

ANNEX A

LIST OF GRANTORS

| S. No. | Name | Address |
|---------------|--------------------------------------|--|
| 1. | Pradeep Kumar Aggarwal | Aashirwad, Palam Farm 6, Salahapur, Bijwasan, Delhi - 110061 |
| 2. | Ravi Aggarwal | Aashirwad, Palam Farm 6, Salahapur, Bijwasan, Delhi - 110061 |
| 3. | Lalit Kumar Aggarwal | Aashirwad, Palam Farm 6, Salahapur, Bijwasan, Delhi - 110061 |
| 4. | Devender Aggarwal | Aashirwad, Palam Farm 6, Salahapur, Bijwasan, Delhi - 110061 |
| 5. | Rashmi Aggarwal | Aashirwad, Palam Farm 6, Salahapur, Bijwasan, Delhi - 110061 |
| 6. | Ravi Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 7. | Bhawna Aggarwal | Aashirwad, Palam Farm 6, Salahapur, Bijwasan, Delhi - 110061 |
| 8. | Devender Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 9. | Madhu Aggarwal | Aashirwad, Palam Farm 6, Salahapur, Bijwasan, Delhi - 110061 |
| 10. | Pradeep Kumar Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 11. | Shilpa Aggarwal | Aashirwad, Palam Farm 6, Salahapur, Bijwasan, Delhi - 110061 |
| 12. | Geeta Devi Aggarwal | Aashirwad, Palam Farm 6, Salahapur, Bijwasan, Delhi - 110061 |
| 13. | Lalit Kumar Aggarwal HUF | 34, Road No. 61, Punjabi Bagh, Delhi 110026 |
| 14. | Sarvpriya Securities Private Limited | 13 th Floor, Dr. Gopal Das Bhawan, 28, Barakhamba Road, New Delhi- 110001 |

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Amendment Agreement to be signed in their respective names, as of the date first written above.

INTERNATIONAL FINANCE CORPORATION



Name: ROSHIKA SINGH

Title: ACTING INDIA COUNTRY HEAD