

TERMINATION AGREEMENT TO THE PUT OPTION AGREEMENT

DATED JULY 9, 2022

BY AND AMONGST

PERSONS LISTED IN ANNEX A

AND

SIGNATUREGLOBAL (INDIA) LIMITED

AND

INTERNATIONAL FINANCE CORPORATION

This Termination Agreement to the Put Option Agreement (as defined below) is made on July 9, 2022 (“**Execution Date**” and this agreement, the “**Termination Agreement**”), amongst:

1. **THE PERSONS LISTED IN ANNEX A**, (individually referred to as the “**Grantor**”, and collectively referred to as the “**Grantors**” of the **First Part**;

AND

2. **SIGNATUREGLOBAL (INDIA) LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 1304, 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110 001 (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **Second Part**;

AND

3. **INTERNATIONAL FINANCE CORPORATION**, an International Organisation established by Articles of Agreement among its member countries including the Republic of India (hereinafter referred to as “**IFC**”) of the **Third Part**.

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

WHEREAS

- A. The Company entered into a put option agreement with IFC on September 11, 2019, together with the amendment agreement dated July 14, 2021 (the “**Put Option Agreement**”).
- B. The Company is proposing to undertake an initial public offer of its Equity Shares (as defined in the Investors Common Agreement) in accordance with the Companies Act, 2013, and the rules made thereunder, as amended, (including any statutory modification(s) or re-enactment thereof, for the time being in force), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, and other Applicable Laws. Pursuant to the QIPO (as defined in the Investors Common Agreement), the Equity Shares shall be listed on the BSE Limited and the National Stock Exchange of India Limited.
- C. The Parties have agreed that the Put Option Agreement shall terminate with effect from the Listing Date (as defined in IFC Investor Rights Agreement). Accordingly, the Parties are entering into this Agreement to record the understanding regarding the termination of the Put Option Agreement on the Listing Date.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to terminate the Put Option Agreement on the terms as set out as follows:

I. DEFINITIONS, INTERPRETATION AND EFFECTIVENESS

1. Definitions

Wherever used in this Termination Agreement, unless the context otherwise requires, capitalized terms used in any part of this Termination Agreement shall have the same meanings as ascribed to such terms in the Put Option Agreement unless otherwise defined herein.

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 Termination Agreement.

3. **Effectiveness**

The provisions of this Termination Agreement shall come into effect and be binding on and from the Execution Date.

II. **TERMINATION**

- a. Notwithstanding anything to the contrary in the Put Option Agreement, on and from the Listing Date, the Put Option Agreement shall stand terminated, save and except and to the extent set out in Clause II(b) below.
- b. The Parties hereby agree and acknowledge that, (i) the termination of the Put Option Agreement in terms of Clause II(a) shall not affect any rights accrued to any Party under the Put Option Agreement till such date of termination and unless specifically waived hereunder, no right of any Party hereunder shall be deemed to be waived or any default under the terms of the Put Option Agreement condoned in any manner; and (ii) the provisions of Clause 3 (*Representations & Warranties*), Clause 4.1 (*Notices*), Clause 4.4 (*Applicable Law and Arbitration*) of the Put Option Agreement, shall survive any termination of the Put Option Agreement, and to the extent any other provision of the Put Option Agreement is relevant for applicability, interpretation and enforceability of the Surviving Clauses, then such provisions of this Agreement shall also survive the termination of the Put Option Agreement, as mentioned in Clause II(a).

III. **REPRESENTATION AND WARRANTIES OF THE PARTIES**

The provisions of Clause 3 (*Representations and Warranties*) of the Put Option Agreement shall apply *mutatis mutandis* to this Termination Agreement, as if set out in this Termination Agreement in full except that any reference to: (a) “this Agreement” shall be construed as a reference to the “Termination Agreement”, and (b) “Execution Date” shall be construed as a reference to Execution Date (as defined herein).

IV. **MISCELLANEOUS**

The provisions of Clause 4.1(*Notices*), Clause 4.3 (*English Language*) and Clause 4.4 (*Applicable Law and Arbitration*) of the Put Option Agreement shall apply *mutatis mutandis* to this Termination Agreement.

V. **AMENDMENT**

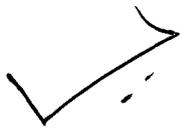
No amendment or modification to the Termination Agreement shall be valid or binding unless made in writing and duly executed by or behalf of the Parties.

VI. **COUNTERPARTS**

This Termination Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

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

For and on behalf of
SIGNATUREGLOBAL (INDIA) LIMITED



Name: RAVI AGGARWAL
Designation: MANAGING DIRECTOR

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

For and on behalf of
INTERNATIONAL FINANCE CORPORATION

A handwritten signature in cursive script that reads "Monica J. Chander". The signature is written in black ink and is positioned above the printed name and designation.

Name: Monica J Chander
Designation: Manager

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Termination 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)**



Name: PRADEEP KUMAR AGGARWAL

Designation:

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Termination 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**



Name: RAVI AGGARWAL
Designation:

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Termination 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)



Name: LALIT KUMAR AGGARWAL

Designation:

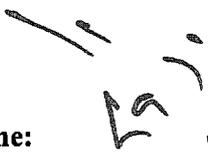
IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this Termination Agreement to be signed in their respective names, as of the date first written above.

For and on behalf of

BHAWNA AGGARWAL, DEVENDER AGGARWAL and DEVENDER AGGARWAL (HUF)

Name:

Designation:


DEVENDER AGGARWAL

ANNEX A

LIST OF GRANTORS

Sr. No.	Name of the Grantor	Address
1.	Ravi Aggarwal	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026.
2.	Ravi Aggarwal HUF	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026.
3.	Devender Aggarwal	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026.
4.	Devender Aggarwal (HUF)	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026.
5.	Pradeep Kumar Aggarwal	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026.
6.	Pradeep Kumar Aggarwal (HUF)	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026.
7.	Lalit Kumar Aggarwal	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026.
8.	Lalit Kumar Aggarwal (HUF)	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026.
9.	Rashmi Aggarwal	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026
10.	Bhawana Aggarwal	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026
11.	Madhu Aggarwal	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026
12.	Shilpa Aggarwal	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026
13.	Geeta Devi Aggarwal	34, Road No. 61, Punjabi Bagh West, New Delhi - 110026
14.	Sarvpriya Securities Private Limited	Unit No. 1311, 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi – 110001.