

INDIA NON JUDICIAL



Government of National Capital Territory of Delhi

Certificate No.

IN-DL58008160398565U

Certificate Issued Date

09-Jul-2022 03:19 PM

Account Reference

IMPACC (IV)/ dl960303/ DELHI/ DL-DLH

Unique Doc. Reference

SUBIN-DLDL96030399026740748733U

Purchased by

SIGNATUREGLOBAL INDIA LIMITED

Property Description

Article 15 Indemnity Bond

Not Applicable

Consideration Price (Rs.)

Description of Document

First Party

09-JUI-2022 03:19 PM 09-JUI-20

(Zero)

Second Party

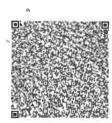
SIGNATUREGLOBAL INDIA LIMITED

Stamp Duty Paid By

INTERNATIONAL FINANCE CORPORATION AND OTHERS SIGNATUREGLOBAL INDIA LIMITED

Stamp Duty Amount(Rs.)

(Five Hundred only)



- 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





INDIA NON JUDICIAL



Government of National Capital Territory of Delhi

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Certificate No.

03:18 PM 09-Jul-2022 03:18 PM 09-Jul-2022 03:18 PM 09-Jul-2022 03:18 PM 09-Jul-2022 03

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By Stamp Duty Amount(Rs.) IN-DL58007588077838U

09-Jul-2022 03:18 PM

IMPACC (IV)/ di960303/ DELHI/ DL-DLH

SUBIN-DLDL96030399028278012547U

SIGNATUREGLOBAL INDIA LIMITED

Article 5 General Agreement

Not Applicable

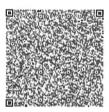
(Zero)

SIGNATUREGLOBAL INDIA LIMITED

INTERNATIONAL FINANCE CORPORATION AND OTHERS

SIGNATUREGLOBAL INDIA LIMITED

(One Hundred only)



Please write or type below this line - 113 474 3 37 (4 1 2 477

This stamp paper forms Part A of the Termination Agreement to the Put Option Agreement deted july 00th 2022, by and amongst Signature global (India) Vinited, International Finance Corporation and Person

Statutory Alert:

- Any discrepancy in the details on this 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.





INDIA NON JUDICIAL



Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

IN-DL58016260985349U

Certificate Issued Date

09-Jul-2022 03:33 PM

Account Reference

IMPACC (IV)/ dl960303/ DELHI/ DL-DLH

Unique Doc. Reference

SUBIN-DLDL96030399043043197855U

Purchased by

SIGNATUREGLOBAL INDIA LIMITED

Description of Document

Article 5 General Agreement

Property Description

Not Applicable

Consideration Price (Rs.)

(Zero)

First Party

95-501-2022 03:33 PM 09-Jul-2022 03:33 PM 09-Jul-20

SIGNATUREGLOBAL INDIA LIMITED

Second Party

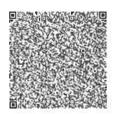
INTERNATIONAL FINANCE CORPORATION AND OTHERS

Stamp Duty Paid By

SIGNATUREGLOBAL INDIA LIMITED

Stamp Duty Amount(Rs.)

(One Hundred only)



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This stamp paper pours part of few teamination Agrille

to feve put oft or Agricument doubled July oft 2022 by

ansolment Signaturylyber (Indik) Cinnited, Internation

Finance (preparation and leaven listed in Annex



The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
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^{3.} In case of any discrepancy please inform the Competent Authority.

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.

For and on behalf of SIGNATUREGLOBAL (INDIA) LIMITED

ame: RAVI ASSARUAL

Designation: MANACING DIRECTOR

For and on behalf of

INTERNATIONAL FINANCE CORPORATION

Monics J. Chauder
Name: Monica J Chander
Designation: Manager

For and on behalf of

MADHU AGGARWAL, PRADEEP KUMAR AGGARWAL and PRADEEP KUMAR AGGARWAL (HUF) $\dot{}$

Name:

PRADEEP KUMAR ACCARWAL

For and on behalf of

RASHMI AGGARWAL, RAVI AGGARWAL (HUF), GEETA DEVI AGGARWAL and SARVPRIYA SECURITIES PRIVATE LIMITED

Name:

RAVI ACCARDAL

For and on behalf of

SHILPA AGGARWAL, LALIT KUMAR AGGARWAL and LALIT KUMAR AGGARWAL (HUF)

Name: LALIT KUMAR ACCARWAL

For and on behalf of

BHAWNA AGGARWAL, DEVENDER AGGARWAL and DEVENDER AGGARWAL (HUF)

Name:

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.