Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 06/06/2022

Certificate No.	G0F2022F2872	Stamp Duty Paid : (Rs. Only)	₹ 1200
GRN No.	91203560	Penalty : (Rs. Zero Only)	₹ 0

Seller / First Party Detail

Name: Pickrr Technologies Private limited
H.No/Floor : 448a/3rd Sector/Ward : Na LandMark : Enkay square udyog vihar ph 5
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 92******68

Buyer / Second Party Detail

Name : Bigfoot Retail Solutions pvt ltd and others
H.No/Floor : Plotnob Sector/Ward : Na LandMark : Khasra no 360
City/Village: Sultanpur District : South delhi State : Delhi
Phone : 92******68

Purpose : INVESTORS SPA

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

SHARE PURCHASE AGREEMENT

BETWEEN

THE PERSONS LISTED IN SCHEDULE I
("SELLERS")

AND

BIGFOOT RETAIL SOLUTIONS PRIVATE LIMITED
("PURCHASER")

AND

PICKRR TECHNOLOGIES PRIVATE LIMITED
("COMPANY")

June 9, 2022

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SHARE PURCHASE AGREEMENT

This share purchase agreement is made as on this 9thday of June, 2022 at Gurgaon (the "**Effective Date**"):

BY AND AMONG:

1. **BIGFOOT RETAIL SOLUTIONS PRIVATE LIMITED,** a private company limited by shares incorporated under the Companies Act, 1956 bearing corporate identity number U72900DL2011PTC225614 with its registered office at Plot No B, Khasra-360, Sultanpur, M.G. Road, New Delhi-110030 (hereinafter referred to as the "**Purchaser**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

   AND

2. **THE PERSONS LISTED IN SCHEDULE I** (hereinafter each such Person referred to as the "**Seller**" individually and collectively as the "**Sellers**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors, legal heirs and permitted assigns);

   AND

3. **PICKRR TECHNOLOGIES PRIVATE LIMITED**, a private company limited by shares incorporated under the Companies Act, 2013 bearing corporate identity number U74140HR2015PTC057213 with its registered office at Third Floor, 448A Enkay Square, Udyog Vihar, Ph-5 Gurgaon - 122022 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

The Purchaser, the Sellers and the Company are hereinafter collectively referred to as the "**Parties**" and individually referred to as a "**Party**".

WHEREAS:

1. The Company is *inter alia* engaged in the Business (*defined hereinafter*).

2. Each Seller is the registered, absolute, legal and beneficial owner of such number of Equity Securities (*as defined hereinafter*) as is set out against such Seller's name in <u>Part A</u> of <u>Schedule II</u> hereto (*Details of Sale Shares*) as on the Effective Date.

3. The Sellers are desirous of transferring to the Purchaser, and the Purchaser is desirous of purchasing from the Sellers, the Sale Shares (*as defined hereinafter*), in consideration of the payment of the Purchase Consideration (*as defined hereinafter*) payable to each Seller, in the manner set out hereunder. The Purchaser shall acquire the Sale Shares on the terms and conditions set out in this Agreement.

4. The Parties are desirous of entering into this Agreement to govern the sale by the Sellers and purchase by the Purchaser of the Sale Shares on the terms and conditions mentioned herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, IT IS HEREBY

AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the following meanings assigned to them herein below:

(i) "**Act**" means the (Indian) Companies Act, 2013 (to the extent notified on the relevant date) and the rules framed thereunder and any subsequent amendment or re-enactment for the time being in force;

(ii) "**Adjustment Amount**", in relation to the Sellers, means (a) zero, if the First Closing Conditions Precedents are completed on or prior to June 15, 2022; and (b) the amount determined as follows, if the First Closing Conditions Precedents are completed post June 15, 2022 (except where the delay in the completion of the First Closing Conditions Precedent by June 15, 2022 is attributable to the Purchaser), provided however, if the Adjustment Amount is negative, it shall be deemed to be zero::

Adjustment Amount	=	{INR 166.5 million	*Minus*	Actual NWC and Net Cash as on May 31, 2022}	*Multiplied by*	Adjustment Percent for the Sellers (as per Part B of Schedule II)

(iii) "**Affiliate**" means with respect to: (a) any Person other than a natural person, any Person directly or indirectly (either by share capital, voting rights or otherwise) Controlling, Controlled by or under common Control with, that Person; and (b) any Person being a natural person, any Relatives of such Person;

(iv) "**Agreed Withholding Taxes**" means:

(a) With respect to ON Mauritius, as provided under the Final Tax Computation for ON Mauritius;
(b) With respect to Pickrr Holding, as provided under the Final Tax Computation for Pickrr Holding;
(c) With respect to each Ananta Seller, 0.1% of the Purchase Consideration payable to each Ananta Seller under Section 194Q of the IT Act; and
(d) With respect to each Other Resident Seller, 0.1% of the Purchase Consideration payable to such Other Resident Seller under Section 194Q of the IT Act;

(v) "**Agreement**" means this share purchase agreement, together with the recitals and the Schedules attached hereto, and as amended from time to time in accordance with the provisions hereof;

(vi) "**Amicus**" means (i) Amicus Capital Private Equity I LLP, a limited liability partnership incorporated and registered under the laws of India, and registered with the Securities and Exchange Board of India (SEBI) as a Category II Alternative Investment Fund, having its principal place of business at 4th Floor, Rocklines House, 9/1 Museum Road, Bengaluru – 560 001; and (ii) Amicus Capital Partners India Fund I, a trust created under Indian Trusts Act, 1882 and registered with the Securities and Exchange Board of India (SEBI) as a Category II Alternative Investment Fund, having its principal place of business at IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 represented by Vistra ITCL (India) Limited (formerly known as IL&FS Trust Company Limited), in its capacity as Trustee of Amicus Capital Partners India Fund I, having its registered office at IL&FS Financial Centre, Plot C-22, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051 collectively;

(vii) "**Ananta Sellers**" means Jyotiprasad Taparia, Sanjeev Kumar Taparia, Ashutosh Taparia, Anjali Keshav Biyani and Nidhi Vishvanshu Agarwal, collectively and "**Ananta Seller**" shall be construed accordingly;

(viii) "**Articles**" or "**Articles of Association**" means the articles of association of the Company;

(ix) "**Base Consideration**" means the base consideration for each Seller, as set out in Part B of Schedule II (*Base Consideration and Adjustment Amount*);

(x) "**Big Four Accounting Firm**" means the Indian affiliate or associate firm of EY (earlier Ernst & Young), PricewaterhouseCoopers (PwC), Deloitte & Touche and KPMG;

(xi) "**Board**" means the board of directors of the Company;

(xii) "**Business**" means the business of logistics aggregation, e-commerce SaaS, warehousing and fulfilment, courier related services and other logistics verticals;

(xiii) "**Business Day**" means a day (other than a Saturday, a Sunday or a public holiday) when commercial banks are open for ordinary banking business in New Delhi and in the context of a payment being made to a scheduled commercial bank in a place other than New Delhi, in such other place;

(xiv) "**CCPS**" means 1,917 (One Thousand Nine Hundred and Seventeen) non-cumulative non-participatory compulsorily and fully convertible preference shares, with face value of INR 10/- (Indian Rupees Ten only) each;

(xv) "**Closing**" shall mean the First Closing (*defined below*) or the Subsequent Closing (*defined below*), as the context requires;

(xvi) "**Closing Date**" shall mean the relevant First Closing Date (*defined below*) or the Subsequent Closing Date (*defined below*), as the context requires;

(xvii) "**Confidential Information**" has the meaning ascribed to it in Clause 8.2;

(xviii) "**Constitutional Documents**" means collectively, the Articles, the memorandum of association of the Company and the Shareholders' Agreement;

(xix) "**Control**", "**Controlled by**" or "**Controlling**" with respect to a Person, includes the right to appoint majority of the directors or to control the management or policy decisions of such Person exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner and includes, without prejudice to the generality of the foregoing, the ownership, directly or indirectly, of more than 50% (Fifty per cent) of the voting rights of such Person;

(xx) "**CP Satisfaction Certificate**" has the meaning ascribed to it in Clause 3.2.3 and Clause 3.3.2;

(xxi) "**Draft Tax Computation**", in respect to ON Mauritius and Pickrr Holding, means a draft of the computation of capital gains earned by ON Mauritius and Pickrr Holding respectively, pursuant to the transfer of the respective Sale Shares held by it (as set out against its name in Part A of Schedule II (*Details of Sale Shares*)), the amount of tax required to be withheld by Purchaser under the IT Act (after considering the valuation reports obtained by the Company and without giving any relaxation / exemption under any double taxation avoidance agreement (as applicable)) which draft computation shall be in a form acceptable to the Purchaser;

(xxii) "**Encumbrance**" shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or any other encumbrance of any kind whatsoever securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Law, (ii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person, and (iii) any adverse claim as to title, possession or use and "**Encumber**" shall be construed accordingly;

(xxiii) "**Escrow Agreement**" means the escrow agreement entered into between the Company, Purchaser and Axis Bank Limited on May 19, 2022;

(xxiv) "**Equity Security**" means Equity Shares or any securities including Preference Shares, options, warrants, or rights that are directly or indirectly convertible into, or exercisable or exchangeable for Equity Shares;

(xxv) "**Equity Shares**" shall mean the equity shares of the Company whether issued or to be issued, having par value of INR 10 (Indian Rupees Ten) per equity share;

(xxvi) "**Final Tax Computation**", in respect to ON Mauritius and Pickrr Holding, means the computation of capital gains earned by ON Mauritius and Pickrr Holding respectively, pursuant to the transfer of the respective Sale Shares held by it (as set out against its name in Part A of Schedule II (*Details of Sale Shares*)), the amount of tax required to be withheld by Purchaser under the IT Act (after considering the valuation reports obtained by the Company and without giving any relaxation / exemption under any double taxation avoidance agreement (as applicable)), which shall be in line with the Draft Tax Computation for such Seller respectively, except for change in exchange rates and provided to the Purchaser on a reliance basis;

(xxvii) "**First Closing**" shall mean the completion of the actions set out in Clause 5.1;

(xxviii) "**First Closing Conditions Precedent**" shall have the meaning as set out in Clause 3.2.1;

(xxix) "**First Closing Date**" shall have the meaning as set out in Clause 5.1.1;

(xxx) "**First Closing Long Stop Date**" means the date falling on the expiry of 30 (Thirty) days from the Effective Date or as may be mutually agreed between the Promoters and the Purchaser;

(xxxi) "**First Closing Purchase Consideration**" means the aggregate of the Purchase Consideration payable to each of the First Closing Sellers on the First Closing Date;

(xxxii) "**First Closing Sale Shares**" means, with respect to the First Closing Sellers, the number of Equity Securities set out against such First Closing Seller's name in Part A of Schedule II (*Details of Sale Shares*) attached hereto;

(xxxiii) "**First Closing Seller**" means the (a) Sellers who transfer their respective Sale Shares to the Purchaser on the First Closing Date, and (b) the Promoters who transfer 7,306 (Seven Thousand Three Hundred and Six only) Equity Securities to the Purchaser on the First Closing Date pursuant to the Promoter SPA; provided that such the aggregate Equity Securities to be transferred to the Purchaser on the First Closing Date must aggregate to at least 75% (Seventy Five percent) of the share capital of the Company on a Fully Diluted Basis, and shall necessarily include the Sale Shares held by ON Mauritius, Pickrr Holding, Amicus, IIFL and Ananta Sellers;

(xxxiv) "**Fully Diluted Basis**" means that calculation is to be made assuming that all outstanding Equity Securities (whether or not by their terms then currently convertible, exercisable or exchangeable) whether or not due to the occurrence of an event or otherwise, have been converted, exercised or exchanged into the maximum number of Equity Shares issuable upon such conversion, exercise and exchange, as the case may be;

(xxxv) "**Governmental Authority**" means any government authority, statutory authority, government department, ministry, secretariat, agency, commission, board, tribunal, court or other law, rule or regulation making entity having jurisdiction on behalf of the Republic of India, or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including the Reserve Bank of India and the Competition Commission of India;

(xxxvi) "**Governmental Approval**" means an approval from a Governmental Authority;

(xxxvii) "**IIFL**" means IIFL Seed Ventures Fund – Series 2, a Close Ended scheme of IIFL Private Equity Fund, a Category II Alternative Investment Fund, registered with Securities and Exchange Board of India under the provisions of SEBI (Alternative Investment Funds) Regulations, 2012, having its registered office at 6th Floor, IIFL Centre, Kamala Mill Compound, S. B. Marg, Lower Parel, Mumbai – 400013;

(xxxviii) "**Indemnified Party**" has the meaning ascribed to the term in Clause 7.1;

(xxxix) "**Indemnifying Party**" has the meaning ascribed to the term in Clause 7.1;

(xl) "**Indemnity Claim**" means claim for Losses directly attributable to an Indemnity Event;

(xli) "**Indemnity Event**" means any inaccuracy in, or any breach of the following representations or warranties of the Indemnifying Party made to the Indemnified Party:

(a) With respect to ON Mauritius, the fundamental warranties contained in Part A of Schedule IV (*ON Fundamental Warranties*), the tax warranties contained in Part B of Schedule IV (*ON Tax Warranties*) and breach by ON Mauritius of any of its covenants under this Agreement;

(b) With respect to Pickrr Holding, the fundamental warranties contained in Part A of Schedule

V (*Pickrr Holding Fundamental Warranties*);

(c) With respect to Amicus, the fundamental warranties contained in Part A of Schedule VI (*Amicus Fundamental Warranties*);

(d) With respect to IIFL, the fundamental warranties contained in Part A of Schedule VII (*IIFL Fundamental Warranties*);

(e) With respect to Other Resident Sellers, the fundamental warranties contained in Part A of Schedule VIII (*Other Resident Seller Fundamental Warranties*);

(f) With respect to each Ananta Sellers, the fundamental warranties contained in Part A of Schedule IX (*Ananta Fundamental Warranties*).

(xlii) "**Interim Period**" means the First Interim Period or the Second Interim Period, as the case may be;

(xliii) "**IT Act**" means the Income Tax Act, 1961 and the notifications, circulars, orders, rules framed thereunder and any subsequent amendment or re-enactment for the time being in force;

(xliv) "**Law**" or "**Laws**" means and includes all applicable statutes, enactments, acts of the state legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, statutory authority, tribunal, board, court or recognised stock exchange, as may be applicable, of India;

(xlv) "**Loss**" or "**Losses**" has the meaning ascribed to the term in Clause 7.1;

(xlvi) "**Material Adverse Effect**" means any event, occurrence, fact, condition, change, development or effect that first occurs after the Effective Date and continues as at the Closing Date, and which (i) makes it unlawful under applicable Law for the Sellers to transfer their respective Sale Shares to the Purchaser in accordance with this Agreement; or (ii) pertains to initiation of any regulatory or governmental action or investigation by a Governmental Authority against (X) the Company, or (Y) any of the Promoters, and in each case for money laundering, or other economic and financial offences; or (iii) results on account of any act of fraud directly attributable to the Promoters in relation to the Company or to any of the Sellers solely in relation to their respective Sale Shares, wherein in both cases 'fraud' shall have the meaning assigned to such term under Section 17 of the Indian Contract Act, 1882;

(xlvii) "**ON Mauritius**" means a body corporate established under the Laws of Mauritius, having its registered office at Sanne House, Bank Street, Twenty Eight CyberCity, Ebène 72201, Republic of Mauritius;

(xlviii) "**Other Resident Sellers**" means the Persons listed in Part B of Schedule I (*Details of Other Resident Sellers*);

(xlix) "**Pickrr Holding**" means Pickrr Holding LLC, a limited liability company established under the laws of Delaware, USA having its principal office at 3315 Faena House Collins Ave Miami Beach, Florida, USA 33140;

(l) "**Person**" includes an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;

(li) "**Preference Shares**" means fully and compulsorily convertible cumulative preference shares of the Company of par value of INR 10 (Indian Rupees Ten) per preference share including the CCPS, Seed CCPS and Series A CCPS issued by the Company;

(lii) "**Promoters**" means the promoters of the Company i.e., Gaurav Mangla, Rhitiman Majumdar and Ankit Kaushik;

(liii) "**Promoters SPA**" means the share purchase agreement executed on or around the date hereof between the Company, the Promoters and the Purchaser;

(liv) "**Promoters SPA First Closing Date**" means the consummation of the proposed purchase by the Purchaser and sale by the Promoters of 7,306 (Seven Thousand Three Hundred and Six only) Equity Securities on the First Closing Date, as contemplated in the Promoters SPA;

(lv) "**Purchase Consideration**" for each Seller means, the amount determined by the following formula:

Purchase Consideration	=	Base Consideration for such Seller	<u>*Minus*</u>	Adjustment Amount for such Seller (if applicable)

(lvi) "**Provider**" has the meaning ascribed to it in Clause 8.2;

(lvii) "**Recipient**" has the meaning ascribed to it in Clause 8.2;

(lviii) "**Relative**" has the meaning as ascribed to the term under the Act;

(lix) "**Restated SHA**" means restated shareholders' agreement between the Promoters, the Company, Purchaser, ON Mauritius and Pickrr Holding;

(lx) "**Seed CCPS**" means 3,290 (Three Thousand Two Hundred Ninety) non-cumulative non-participatory compulsorily and fully convertible preference shares, with face value of INR 10/- (Indian Rupees Ten only) each;

(lxi) "**Series A CCPS**" means 5,341 (Five Thousand Three Hundred Forty One)non-cumulative non-participatory compulsorily and fully convertible preference shares, with face value of INR 10/- (Indian Rupees Ten only) each;

(lxii) "**SIAC Rules**" has the meaning ascribed to it in Clause 9.3;

(lxiii) "**Sale Shares**" means the First Closing Sale Shares and Subsequent Closing Sale Shares, collectively;

(lxiv) "**Subsequent Closing**" means the closings after the First Closing on which date the actions set out in Clause 5.2 are consummated for all Sellers except with respect to (a) 1,880 Equity Securities of ON Mauritius; and (b) 31 Equity Securities of Pickrr Holding;

(lxv) "**Subsequent Closing Conditions Precedent**" shall have the meaning as set out in Clause 3.2.2;

(lxvi) "**Subsequent Closing Date**" shall have the meaning as set out in Clause 5.2.1;

(lxvii) "**Subsequent Closing Purchase Consideration**" means the aggregate of the Purchase

Consideration payable to each of the Subsequent Closing Sellers on the respective Subsequent Closing Date;

(lxviii) "**Subsequent Closing Sellers**" means the Sellers who transfer their Subsequent Closing Sale Shares on the Subsequent Closing Date;

(lxix) "**Subsequent Closing Sale Shares**" means, the Sale Shares which have not been sold as part of the First Closing;

(lxx) "**Shareholders Agreement**" means the existing shareholders agreement executed between the Company, Promoters and the Sellers dated August 11, 2021;

(lxxi) "**Tax**" or "**Taxes**" means any form of taxation, duties (including stamp duties), levies, imposts, whether direct or indirect including corporate income tax, capital gain tax, withholding tax, service tax, wage withholding tax, VAT, customs and excise duties, and other legal transaction taxes, dividend withholding tax, land taxes, environmental taxes and duties and any other type of taxes or duties payable by virtue of any applicable Indian Law or regulation; together with any interest, penalties, surcharges or fines relating to them, and due, payable, levied, imposed or claimed to be owed in India;

(lxxii) "**Termination Agreement**" means an agreement entered among the Sellers, the Company and the Promoters, in a form and manner agreeable to the Purchaser, effective from the Effective Date, whereby each Seller (as shareholder and directors on the board of the Company (if applicable)), their respective nominee directors on the board of the Company (if applicable), and the Company release each other and their respective Affiliate against any obligation and claims (including under previous investment documents), and state that the Purchase Consideration payable to each Seller shall be the final discharge of all dues against the Company in relation to the Sale Shares. Further, notwithstanding anything provided under this Agreement or the Termination Agreement, all the indemnity obligations of the Promoters towards the Sellers shall continue to be in effect;

(lxxiii) "**Transaction Documents**" means the following:

(a) this Agreement;
(b) the Promoters SPA;
(c) any other share purchase agreement entered into between the Purchaser and any Seller;
(d) the Escrow Agreement;
(e) the Termination Agreement;
(f) the Restated SHA; and
(g) all other documents, instruments, certificates, letters, undertakings and deeds provided pursuant to this Agreement or any of the other agreements set out above in relation to the Sale Shares;

(lxxiv) "**281 Report**", in relation to a Seller, means a report (in a form acceptable to the Purchaser, and on reliance basis) summarizing that (1) except as disclosed per (2) below, there are no pending proceedings in respect of recovery of tax from such Seller or disputed or undisputed tax claims against such Seller under the provisions of the IT Act and no notices (including under Rule 2 of Schedule 2 of the IT Act) have been received by such Seller that are currently outstanding, in each case, and (2) provide an extract of the status of outstanding demands and ongoing tax proceedings, if any from the tax authorities, from their respective income tax e-filing portal.

1.2. Interpretation

(i) Save where the context otherwise requires in this Agreement:

a) Words importing parties shall include firms and corporations and any organization having legal capacity.

b) Words importing the singular shall include the plural and vice versa, where the context so requires.

c) References to the Recitals, Clauses, and Schedules shall be deemed to be a reference to the recitals, clauses and schedules of this Agreement.

d) References to any applicable Law shall include such Law as from time to time enacted, amended, supplemented or re-enacted, and all instruments or orders made under or pursuant to such Law, provided that, the liability of a Seller shall not be increased by any amendment, substitution or re-enactment of any applicable law which is effective after the Closing Date.

e) Reference to any gender includes a reference to all other genders.

f) References to the words "include" or "including" shall be construed without limitation.

g) The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement.

h) Time is of the essence in the performance of the Parties' respective obligations; if any time period specified herein is extended, such extended time shall also be of the essence.

i) The word "threat", "threatened", and/or any of its grammatical variations shall mean any threat made in writing.

j) The rights and obligations of the Purchaser, the Company and each Seller under this Agreement shall be on a several and not joint basis.

(ii) No provision of this Agreement shall be interpreted in favor of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

2. SALE AND PURCHASE OF SALE SHARES AND PURCHASE CONSIDERATION

2.1. Subject to the terms and conditions of this Agreement, including specifically Clause 2.2 below, the Sellers shall sell, transfer, convey and deliver to the Purchaser; and the Purchaser shall, relying on the representations, warranties and covenants of the Sellers set out in this Agreement and in the Transaction Documents (to which the relevant Seller is a party), purchase, acquire and accept from the Sellers, as on the respective Closing Date, the Sale Shares and all rights, title and interest of such Seller in and to the Sale Shares, together with all the benefits and rights attaching thereto, at the respective Purchase Consideration.

2.2. The Parties hereby agree and acknowledge that the Purchase Consideration shall be payable to the Sellers net of Agreed Withholding Taxes, as applicable. Provided that, IIFL shall be entitled to collect 0.1% (of the Purchase Consideration payable to IIFL over and above INR 50 lakhs) under Section 206C(1H) of the IT Act, and such amount shall be over and above the Purchase Consideration for IIFL.

2.3. The Company hereby confirms that except as specified in Clause 5.1 and other than satisfaction of the Sellers' and Purchaser's obligations as set out in Clause 3 herein within the stipulated period and obtaining an acknowledgement thereon, it does not require any further information or actions from the Sellers or the Purchaser for effecting the transfer of the Sale Shares to the Purchaser.

2.4. Each of the Sellers hereby waive any and all of their pre-emptive rights, consents and transfer rights and all the transfer restrictions of any of the other Sellers (and the Promoters) that it may have under the Constitutional Documents, the Shareholders Agreement and under applicable Law, in respect of (i) the Sale Shares being transferred to the Purchaser pursuant to the terms of this Agreement; and (ii) the Equity Securities held by the Promoters being transferred pursuant to the Promoter SPA. Notwithstanding the foregoing, the Company and the Sellers hereby agree and confirm that if the First Closing fails to occur pursuant to the terms of this Agreement and the Promoter SPA respectively, the conditions and restrictions as contained under the Constitutional Documents and the Shareholders Agreement shall continue to apply.

2.5. Notwithstanding anything to the contrary contained herein, upon satisfaction of the First Closing Conditions Precedent in accordance with Clause 3, the Purchaser shall be obliged to acquire the Sale Shares from the First Closing Sellers if such acquisition of the Sale Shares would result in the Purchaser acquiring at least 75% (seventy five percent) of the share capital of the Company (on a Fully Diluted Basis), which shall necessarily include the Sale Shares held by ON Mauritius, Pickrr Holding, Amicus, IIFL, Ananta Sellers and 7,306 (Seven Thousand Three Hundred and Six only) Equity Securities of the Promoters. The Purchaser shall have the sole right (but not the obligation) to elect to proceed to the First Closing hereunder, if any of the First Closing Sellers fail to transfer their Sale Shares on the First Closing Date. The Purchaser, in its sole discretion, shall have the right to waive the First Closing Conditions Precedent with respect to any of the First Closing Sellers and acquire the relevant Sale Shares as part of First Closing or Subsequent Closings.

2.6. Notwithstanding anything to the contrary contained herein, the Purchaser shall not be obligated to acquire any Sale Shares from the First Closing Sellers if the shareholding of the Purchaser upon consummation of the First Closing (and the first closing under the Promoter SPA) would be below 75% (seventy five percent) of the share capital of the Company (on a Fully Diluted Basis).

3. PRE-EXEUCTION DELIVERABLES AND CONDITIONS PRECEDENTS

3.1 Pre-execution deliverables

On or prior to the Effective Date, each of the Purchaser, the Company and the Sellers (which are not individuals) shall have delivered to the Purchaser, Sellers and the Company corporate authorisations, as may be required under its relevant charter documents, for the execution, delivery and performance of the Transaction Documents.

3.2 Conditions Precedent

3.2.1 The obligation of the Purchaser to purchase the Sale Shares is subject to fulfilment of the following conditions precedent ("**Conditions Precedent**") to the satisfaction of the Purchaser:

(i) ON Mauritius shall have completed the conditions precedent mentioned in Part A of Schedule III

(*ON Mauritius Conditions Precedent*);

(i) Pickrr Holding shall have completed the conditions precedent mentioned in Part B of Schedule III (*Pickrr Holding Conditions Precedent*);

(ii) Amicus shall have completed the conditions precedent mentioned in Part C of Schedule III (*Amicus Conditions Precedent*);

(iii) IIFL shall have completed the conditions precedent mentioned in Part D of Schedule III (*IIFL Conditions Precedent*);

(iv) Each Ananta Seller shall have completed the conditions precedent mentioned in Part E of Schedule III (*Ananta Conditions Precedent*);

(v) the Other Resident Sellers forming part of the First Closing Sellers shall have completed the conditions precedent mentioned in Part F of Schedule III (*Other Resident Sellers Conditions Precedent*); and

(vi) the Company and / or the Promoters shall have completed the conditions precedent applicable for the sale of 7,306 (Seven Thousand Three Hundred and Six only) Equity Securities as set out in the Promoter SPA, in the manner contemplated therein;

3.2.2 If the Conditions Precedents are in relation to the First Closing, the same shall be referred to as the "**First Closing Conditions Precedent**" and if the Conditions Precedent are in relation to any Subsequent Closings, the same shall be referred to as "**Subsequent Closing Conditions Precedent**".

3.2.3 Within 2 (two) days from the fulfilment of the First Closing Conditions Precedent by a Seller (or waiver in writing by the Purchaser, on a case to case basis) of all the First Closing Conditions Precedent as applicable to that Seller, the Company and the relevant Seller shall provide written confirmation ("**CP Satisfaction Certificate**") of the same along documentary evidence to the Purchaser in the form set out in Schedule XII (*CP Satisfaction Certificate*). Within 5 (five) days of receipt of a CP Satisfaction Certificate, the Purchaser shall deliver to the Company and the relevant Seller a written notice either confirming (i) its satisfaction or waiver of the relevant First Closing Conditions Precedent of that relevant Seller as specified in the CP Satisfaction Certificate; or (ii) its non-satisfaction with the CP Satisfaction Certificate, as the case may be, along with the reasons for the same. If the Purchaser provides its non-satisfaction to the CP Satisfaction Certificate, then the relevant Seller and the Company shall proceed to complete the non-satisfied First Closing Conditions Precedent as applicable to that Seller with the First Closing Long Stop Date, and issue a fresh CP Satisfaction Certificate in accordance with the provisions of this Clause 3.2.3. If the Purchaser does not confirm either its satisfaction (or waiver) or non-satisfaction with the CP Satisfaction Certificate within the period specified above, then the Purchaser shall be deemed to have been accepted the CP Satisfaction Certificate.

3.2.4 The First Closing Conditions Precedent set out in Clause 3.2.1 may be waived by the Purchaser (at its sole discretion) with respect to any Seller, as applicable. Notwithstanding the aforementioned, the Purchaser shall not be entitled to waive a First Closing Condition Precedent for any Seller unless it also waives the relevant First Closing Condition Precedent for all such Sellers who have also not satisfied that relevant First Closing Condition Precedent. It is further clarified that if all the Sellers have not satisfied a relevant First Closing Conditions Precedent, the Purchaser shall be entitled to waive that relevant First Closing Conditions Precedent for the remaining Sellers who may not have completed such relevant First Closing

Conditions Precedent.

3.2.5 If any of the First Closing Conditions Precedent are not fulfilled by the First Closing Long Stop Date, then (I) if the First Closing Conditions Precedent in relation to 75% (Seventy Five percent) of the Equity Securities (considering all the Equity Securities to be transferred under this Agreement by the First Closing Sellers and the Promoter SPA) are completed, or waived by the Purchaser in accordance with Clause 3.2.4 (and/or in accordance with the Promoter SPA), the Purchaser shall proceed to closing in relation to the Sellers in relation to whom the Conditions Precedent are satisfied, or waived by the Purchaser in accordance with Clause 3.2.4; and the balance Sellers shall transfer their Sale Shares in Subsequent Closings; or (II) if the Conditions Precedent in relation to 75% (Seventy Five percent) of the Equity Securities (considering all the Equity Securities to be transferred under this Agreement and the Promoter SPA) are not completed, or waived by the Purchaser in accordance with 3.2.4 (and/or in accordance with the Promoter SPA), then (a) the Purchaser may, solely at its discretion, elect to proceed to First Closing in relation to the Sellers for whom the First Closing Conditions Precedent are completed, or waived by the Purchaser in accordance with Clause 3.2.4, or (b) proceed to terminate this Agreement (along with the Promoter SPA). In case of (II), if the Purchaser has not proceeded to First Closing (as referred in (II)(a)), then the (a) Parties may mutually agree to extend the First Closing Long Stop Date; or (b) any Party (not being the Party which has not completed its First Closing Conditions Precedent) may terminate the Agreement only with respect to itself.

3.3 Subsequent Closing Conditions Precedent

3.3.1 The obligation of the Purchaser to purchase the Subsequent Closing Sale Shares is subject to fulfilment of the Conditions Precedent by such Subsequent Closing Sellers (i.e., the Subsequent Closing Conditions Precedent) to the satisfaction of the Purchaser.

3.3.2 Within 2 (two) days of fulfilment of the Subsequent Closing Conditions Precedent to the satisfaction of the Purchaser (or waiver in writing by the Purchaser, on a case to case basis) of all the Subsequent Closing Conditions Precedent, each Subsequent Closing Seller shall provide written confirmation ("**CP Satisfaction Certificate**") of the same along documentary evidence to the Purchaser in the form set out in Schedule XII (*CP Satisfaction Certificate*). Within 5 (five) days of receipt of a CP Satisfaction Certificate, the Purchaser shall deliver to the relevant Subsequent Closing Seller a written notice either confirming (i) its satisfaction or waiver of the relevant Subsequent Closing Conditions Precedent of that relevant Subsequent Closing Seller as specified in the CP Satisfaction Certificate; or (ii) its non-satisfaction with the CP Satisfaction Certificate, as the case may be, along with the reasons for the same. If the Purchaser provides its non-satisfaction to the CP Satisfaction Certificate, then the relevant Subsequent Closing Seller shall proceed to complete the non-satisfied Subsequent Closing Conditions Precedent as applicable to that Subsequent Closing Seller within the First Closing Long Stop Date, and issue a fresh CP Satisfaction Certificate in accordance with the provisions of this Clause 3.2.3. If the Purchaser does not confirm either its satisfaction (or waiver) or non-satisfaction with the CP Satisfaction Certificate within the period specified above, then the Purchaser shall be deemed to have been accepted the CP Satisfaction Certificate.

3.3.3 The Parties agree that, unless the Purchaser otherwise agrees, all Subsequent Closing Sellers shall transfer their Sale Shares in one Subsequent Closing only. If the Purchaser agrees to have multiple Subsequent Closings, the provisions of Clause 3.3 shall apply *mutatis mutandis* to each Subsequent Closing.

4. INTERIM PERIOD

4.1 From the Effective Date until the First Closing Date in terms hereof (the "**First Interim Period**"), each

Seller shall exercise the rights available to it under the Shareholders Agreement to ensure that:

(i) the Company shall carry on the Business in the ordinary course; and

(ii) save and except as provided under the Transaction Documents, the Company shall not sell, lease, transfer, assign, convey or otherwise create, or allow to be created, any Encumbrance on any Equity Security or on the Business or on the assets or any part thereof.

4.2 Each of the Sellers severally undertake, covenant and agree with the Purchaser that, during the First Interim Period, they shall not, without the Purchaser's consent, transfer any of their respective Sale Shares or voting interests therein owned by them to any Person or create any Encumbrance over their respective Sale Shares owned by them, save and except as provided under the Transaction Documents.

4.3 During the First Interim Period, neither Company nor any Seller (acting for itself) nor any of its respective officers, directors, affiliates, representatives, agents or assigns shall, directly or indirectly: (i) take any action to solicit, initiate, or assist the submission of any proposal, negotiation or offer from any person or entity other than the Purchaser relating to acquisition of the Company or the acquisition of Equity Securities or acquisition of whole or any part of the business or assets of the Company; (ii) disclose Company's business details to other potential investors who intend to acquire shares of the Company or acquire whole or any part of the business or assets of the Company; (iii) enter into an alternative transaction, or a commitment to enter into such a transaction, or a term sheet with any other party for a transaction similar to the transaction with the Purchaser; (iv) undertake any changes in the voting rights attached to the shares, or introduce new lines of business of the Company or cease to undertake the existing businesses of the Company (whether or not detrimental to the performance of the business on an ongoing basis), without prior intimation to the Purchaser; or (v) pursue any fund raising or issuance of securities of the Company; (vi) undertake any action that will adversely impact the First Closing.

4.4 From the First Closing Date, till the Subsequent Closing Date (the "**Second Interim Period**"), each Subsequent Closing Sellers shall ensure that:

(i) save and except as provided under the Transaction Documents, the relevant Seller shall not create any Encumbrance on its respective Sale Shares; and

(ii) it shall not, without the Purchaser's consent, transfer any of its respective Sale Shares or voting interests therein (save and except as provided under the Transaction Documents) owned by them to any Person.

4.5 During the Second Interim Period, no Seller (acting for itself) nor its respective officers, directors, affiliates, representatives, agents or assigns shall, directly or indirectly: (i) take any action to solicit, initiate, or assist the submission of any proposal, negotiation or offer from any person or entity other than the Purchaser relating to acquisition of shares of the Company held by it; or (ii) enter into an alternative transaction, or a commitment to enter into such a transaction, or a term sheet with any other party for a transaction similar to the transaction with the Purchaser.

5. CLOSING AND POST CLOSING ACTIONS

5.1 First Closing

5.1.1 First Closing shall take place remotely via electronic exchange of documentation and on the date as shall be mutually agreed between the Purchaser and the First Closing Sellers, such date being (a) not more than 10 (ten) days from the date of satisfaction of all the First Closing Conditions Precedent (unless waived in writing by the Purchaser) in accordance with Clause 3 or (b) such other date that is mutually agreed to between the Parties (the "**First Closing Date**").

5.1.2 On the First Closing Date, the actions mentioned in Schedule XIII ("**Closing Date Actions**") shall be undertaken by the Parties as set forth therein.

5.1.3 In the event that all the Closing Date Actions in relation to the First Closing Sellers do not occur on the First Closing Date, the First Closing shall not be deemed to have been completed. If any part of the First Closing Purchase Consideration has been remitted by the Purchaser and the First Closing has not been completed, then, without prejudice to the other rights and remedies that the Purchaser may have under this Agreement and under Law or equity, at the request of the Purchaser, each First Closing Sellers who may have received the First Closing Purchase Consideration shall refund the respective First Closing Purchase Consideration as received by it to the Purchaser within 3 (three) Business Days of such request.

5.1.4 Post First Closing conditions

(i) The Company shall assist the Purchaser in filing Form DI under the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019 within 30 (thirty) days from the First Closing Date.

(ii) The Purchaser shall with respect to each of ON Mauritius and Pickrr Holding, file duly executed Form FC-TRS in the Single Master Form on the FIRMS portal of the Reserve Bank of India.

(iii) IIFL shall deposit the Tax collected at source with the relevant Governmental Authorities and provide to the Purchaser evidence in relation to the same within 15 (fifteen) days of the First Closing. Further, IIFL shall provide to the Purchaser the withholding certificate, within the due date prescribed under applicable Law.

(iv) Within the time period prescribed under applicable Law, the Purchaser shall deposit the amount of Agreed Withholding Taxes with the Income Tax Department of the Government of India in the name of the Seller and promptly but not later than 5 (five) days upon deposit, the Purchaser shall provide requisite evidence of such deposit to the Seller. Further, the Purchaser shall issue a withholding tax certificate (in the form prescribed under the IT Act) reflecting the Agreed Withholding Taxes paid to the Income Tax Department of the Government of India within the period under applicable Law.

5.2 Subsequent Closing

5.2.1 Subsequent Closing shall take place remotely via electronic exchange of documents and on the dates as shall be mutually agreed between the Purchaser and the Subsequent Closing Sellers, such date being (a) not more than 10 (ten) days from the date of completion of all the Subsequent Closing Conditions Precedent in relation to the relevant Subsequent Closing Seller (unless waived in writing by the Purchaser) in accordance with Clause 3; or (b) such other date that is mutually agreed to between the Parties (the "**Subsequent Closing Date**"). The Parties agree that, unless the Purchaser otherwise agrees, all Subsequent Closing Sellers shall transfer their Sale Shares in one Subsequent Closing only.

5.2.2 On the Subsequent Closing Date, all the Closing Date Actions (in relation to the Subsequent Closing Date Sellers) shall be undertaken.

5.2.3 In the event that all the Closing Date Actions in relation to the relevant Subsequent Closing Seller does not occur on the Subsequent Closing Date, the Subsequent Closing shall not be deemed to have completed. If any part of the Subsequent Closing Purchase Consideration has been remitted by the Purchaser, then, without prejudice to the other rights and remedies that the Purchaser may have under this Agreement and under Law or equity, at the request of the Purchaser, the Subsequent Closing Sellers shall refund the Subsequent Closing Purchase Consideration to the Purchaser within 5 (five) Business Days of such request.

5.2.4 The Parties agree that, unless the Purchaser otherwise agrees, all Subsequent Closing Sellers shall transfer their Sale Shares in one Subsequent Closing only. If the Purchaser agrees to have multiple Subsequent Closings, the provisions of Clause 5.2 shall apply *mutatis mutandis* to each Subsequent Closing.

6. REPRESENTATIONS AND WARRANTIES AND COVENANTS

6.1. ON Mauritius represents and warrants in respect of itself to the Purchaser that the warranties as set out in Part A of Schedule IV (*ON Fundamental Warranties*) and Part B of Schedule IV (*ON Tax Warranties*) are true and correct as on the Effective Date and Closing Date.

6.2. Pickrr Holding represents and warrants in respect of itself to the Purchaser that the warranties as set out in Part A of Schedule V (*Pickrr Holding Fundamental Warranties*) and Part B of Schedule V (*Pickrr Holding Tax Warranties*) are true and correct as on the Effective Date and Closing Date.

6.3. Each of the Amicus entities represents and warrants in respect of itself to the Purchaser that the warranties as set out in Part A of Schedule VI (*Amicus Fundamental Warranties*) and Part B of Schedule VI (*Amicus Tax Warranties*) are true and correct as on the Effective Date and Closing Date.

6.4. IIFL represents and warrants in respect of itself to the Purchaser that the warranties as set out in Part A of Schedule VII (*IIFL Fundamental Warranties*) and Part B of Schedule VII (*IIFL Tax Warranties*) are true and correct as on the Effective Date and Closing Date.

6.5. Each Ananta Seller, jointly and severally, represents and warrants to the Purchaser that the warranties as set out in Part A of Schedule IX (*Ananta Fundamental Warranties*) and Part B of Schedule IX (*Ananta Tax Warranties*) are true and correct as on the Effective Date and Closing Date, as applicable.

6.6. Each of the Other Resident Sellers, severally, represents and warrants in respect of itself to the Purchaser that the warranties as set out in Part A of Schedule VIII (*Other Resident Seller Fundamental Warranties*) and Part B of Schedule VIII (*Other Resident Seller Tax Warranties*) are true and correct as on the Effective Date and Closing Date.

6.7. The Purchaser represents and warrants in respect of itself to the other Parties that the warranties as set out in Schedule X (*Purchaser Warranties*) are true and correct as on the Effective Date and Closing Date.

6.8. The Purchaser acknowledges and agrees that except as expressly specified under Clauses 6.1 to 6.6 and the relevant Schedules mentioned thereunder, neither the Company nor any Seller has given or made any other express or implied warranty or representation of any nature.

6.9. On or before any of the Closing Dates, if any Party becomes aware of any event or matter, which constitutes or may constitute a breach of with any of the warranties, such Party undertakes to promptly notify the same to other relevant Parties in writing.

7. INDEMNITY

7.1. With effect from Closing and subject to the provisions of Schedule XI (*Indemnities*), each Seller ("**Indemnifying Party**"), severally, shall be liable to indemnify, defend and hold harmless, the Purchaser, its directors and 'principal officer' (as defined under the IT Act) (each an "**Indemnified Party**"), for any direct and actual losses (including Tax, if it is a direct and actual loss), reasonable fees (including reasonable attorneys' fees), reasonable costs and expenses suffered by an Indemnified Party (collectively, "**Losses**") based upon, arising out of, or in relation to: (i) any Indemnity Event; (ii) fraud by the Indemnifying Party in relation to the Sale Shares or the transfer of the Sale Shares.

7.2. In relation to any indemnity claim pursuant to this Clause 7, the provisions of Schedule XI (*Indemnities*) shall apply.

8. CONFIDENTIALITY

8.1. Subject to Clauses 8.2 and 8.3, each Party shall, and shall procure that it and its respective Affiliates shall:

(i) not, without the prior consent of the other Parties, make any announcement concerning the sale and purchase of the Sale Shares or any related or ancillary matter, except as maybe required under applicable Law with respect to the completion of the transactions contemplated herein; and

(ii) keep confidential the provisions and subject matter of, and the negotiations relating to, this Agreement and each of the other Transaction Documents.

8.2. For purposes of this Agreement, "**Confidential Information**" means all information disclosed by any Party ("**Provider**") to the receiving Party ("**Recipient**") which is confidential, proprietary and/or not generally available to the public, including, but not limited to the matters set out in the Agreement, information relating in whole or in part to the affairs, operations or financial condition of the Provider or any other Person, present and future products, services, plans and strategies, marketing ideas and concepts, present and future product plans, financial data, proprietary/ intellectual property rights and plans of the Provider or any other Person. For this purpose, Confidential Information shall include all such information as may have been disclosed by the directors, officers or other employees of the Provider. Notwithstanding the foregoing, information shall not be deemed confidential, and the Recipient shall have no obligation with respect to any such information which:

(i) is already known to, or is in the possession of, the Purchaser;

(ii) is already known to, or is in the possession of, the public, or a third party through no negligence or other wrongful act or breach of this Clause by the Recipient;

(iii) is received by any Party from a third person who is under no obligation of confidentiality to the Company in relation to such information;

(iv) is developed by any Party independently of being made available to a Party by any other Party;

(v) is required to be disclosed in accordance with applicable Law, or by any order of a Governmental Authority, pursuant to a judicial proceeding, decree, regulation or rule, provided that, the Recipient who is required to make such disclosure shall give reasonable prior written notice to the Provider of such disclosure and shall consult with the Provider in advance about the timing, manner and content of the disclosure, announcement, communication or circulation (as the case may be);

(vi) is required to be disclosed for the purpose or in the course of judicial and/or arbitral proceedings provided that the Recipient who is required to make such disclosure shall give reasonable prior written notice to the Provider of such disclosure and shall consult with the Provider in advance about the timing, manner and content of the disclosure, announcement, communication or circulation (as the case may be); or

(vii) is required to be disclosed by a Seller to its Affiliates, limited partners, service providers and potential investors/buyers who will be under an obligation to treat such Confidential Information as confidential, and where it is required by a Seller to disclose such Confidential Information for reporting obligations of its Affiliates' investment funds for preparation of tax returns and other regulatory filings; or

(viii) is disclosed by the Purchaser and / or the Company with respect to an initial public offering undertaken by the Company and / or the Purchaser, provided however, such disclosures shall be only made to the extent required to be disclosed in relation to the initial public offering; or

(ix) is disclosed to the Parties' advisors, holding companies, directors, managerial personnel and/or representatives, as the case may be, (provided that such disclosure is reasonably required in connection with this Agreement or to comply with the terms of this Agreement or any other Transaction Document, and such Persons agree to keep the information in strict confidence).

8.3. Subject to Clause 8.1 and Clause 8.2, no Party shall disclose any Confidential Information of any other Party without such Party's prior written consent.

8.4. The provision of this Clause 8 shall survive the termination of this Agreement and until any Confidential Information ceases to remain Confidential Information.

9. GOVERNING LAW AND ARBITRATION

9.1. This Agreement shall be governed by the Laws of India and subject to the provisions of arbitration set out herein, the courts at New Delhi, India shall have the exclusive jurisdiction in relation to any disputes arising out of this Agreement.

9.2. If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with or arising out of the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, such dispute shall be submitted to final and binding arbitration at the request of any of the Parties upon written notice to that effect to the other relevant Parties.

9.3. The arbitration proceedings shall be in accordance with Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") and shall be referred to a sole arbitrator who shall be appointed in accordance with the provisions of the SIAC Rules. The seat of arbitration shall be New Delhi, India.

9.4. The proceedings of arbitration shall be conducted in the English language.

9.5. The arbitrator's award shall be substantiated in writing. The cost of arbitration shall be borne mutually by the disputing Parties, unless the arbitration panel determines otherwise.

9.6. The award shall be binding on the Parties and enforceable in any competent court of Law.

9.7. The provision of this Clause 9 shall survive termination of this Agreement.

10. NOTICES

10.1. Any notice or other communication to be given by one Party to any other Party under, or in connection with, this Agreement shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by letter along with an email and shall be deemed to be duly given or made when delivered (in the case of personal delivery) and at the time of transmission (in the case of email transmission, provided that the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below) or 5 (Five) days after being dispatched in the post, postage prepaid, by the most efficient form of mail available and by registered mail if available (in the case of a letter) to such Party at its address or email specified in this Clause 10.1, or at such other address or email as such Party may hereafter specify for such purpose to the other Parties hereto by notice in writing. It is clarified that no notice shall be deemed to have been duly delivered, unless the same is delivered by email.

10.2. Notice to the Parties shall to the address and email id as set out in Schedule XV (*Notices*) hereto.

10.3. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to all the other Parties not less than 10 (ten) days prior written notice thereof.

11. TERM AND TERMINATION

11.1. Term: This Agreement shall become effective from the Effective Date.

11.2. Termination: This Agreement shall continue in full force and effect until terminated prior to the First Closing in the following manner:

(i) By mutual consent of the Parties in writing;

(ii) Pursuant to Clause 2.6 or Clause 3.2.5 above.

11.3. The Parties agree and acknowledge that termination of the Agreement by with respect to one Seller will not affect the rights and obligations of the other Sellers or the Purchaser, and termination will be effective only with respect to such Seller with respect to whom this Agreement has been terminated.

12. MISCELLANEOUS PROVISIONS

12.1. Waivers and remedies

(i) No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights other than that expressly stipulated in this Agreement.

(ii) No waiver of any of rights under this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the Party entitled to waive such provision.

12.2. Severability: If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law.

12.3. Amendment: No modification or amendment of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.

12.4. Benefit of Parties: This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto, but no Party hereto shall assign or transfer its rights and liabilities hereunder to any other Person without the prior written consent of the other Parties. Notwithstanding the foregoing, the Purchaser shall be entitled to assign all (and not part) of its rights and obligations to any Affiliate due to any internal restructuring of the Purchaser, except that the Purchaser's obligation to purchase the Sale Shares in accordance with the terms of this Agreement cannot be assigned to an Affiliate and the Purchaser shall remain obliged to directly purchase the Sale Shares in accordance with the terms of this Agreement.

12.5. Entire Agreement: This Agreement, along with the other Transaction Documents constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement and the Transaction Documents.

12.6. No partnership or agency: None of the provisions of this Agreement shall be deemed to constitute a joint venture, association or partnership between the Parties hereto and each Party shall act independently, and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in anyway.

12.7. Costs and expenses

(i) Subject to Clause 12.7(ii) and 12.7(iii) each Party shall bear its own expenses incurred in preparing and negotiating this Agreement.

(ii) The stamp duty payable on this Agreement shall be borne by the Company.

(iii) The stamp duty payable on the transfer of the relevant Sale Shares and by a Seller (and as also applicable to the transfer of the Equity Securities under the Promoter SPA) shall be borne by the Company, subject to a cap of INR 20,00,000 (Rupees Twenty Lakhs only).

12.8. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

12.9. Further assurance: Each Party severally covenants to the other Party that each of them shall undertake all other further actions that may be required for the consummation of the transactions contemplated in this Agreement, including but not limited to convening of all meetings of the board and shareholders of the

Company, giving of all waivers and consents and the passing of all resolutions as are necessary under Law, the Constitutional Documents or any agreement or obligation affecting it, to give effect to the Agreement.

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SCHEDULE I | DETAILS OF SELLERS

PART A | SELLERS

1. IIFL
2. Amicus Capital Private Equity I LLP
3. Amicus Capital Partners India Fund I
4. Jyotiprasad Taparia
5. Sanjeev Kumar Taparia
6. Ashutosh Taparia
7. Anjali Keshav Biyani
8. Nidhi Vishvanshu Agarwal
9. ON Mauritius
10. Pickrr Holding
11. Shashank Kabra
12. Prashan Agarwal
13. Sanjiv Gupta
14. Karan Talwar
15. Rakesh Talwar HUF
16. Vidur Parashar
17. Palaash Ventures Private Limited
18. Ashok Kumar Jain
19. Vaibhav Deshwal
20. Deepankar Madaan

PART B | OTHER RESIDENT SELLERS

1. Shashank Kabra
2. Prashan Agarwal
3. Sanjiv Gupta
4. Karan Talwar
5. Rakesh Talwar HUF
6. Vidur Parashar
7. Palaash Ventures Private Limited
8. Ashok Kumar Jain
9. Vaibhav Deshwal
10. Deepankar Madaan

SCHEDULE II | DETAILS OF SALE SHARES AND PURCHASE CONSIDERATION

PART A | DETAILS OF SALE SHARES

S No	Seller	Number of Equity shares	Number of CCPS	Number of Seed CCPS	Number of Series A CCPS	Total	%
1.	Shashank Kabra	93	147	-	-	240	1.04%
2.	Prashan Agarwal	31	54	-	-	85	0.37%
3.	Sanjiv Gupta	124	230	-	-	354	1.53%
4.	Karan Talwar	62	133	-	-	195	0.84%
5.	Rakesh Talwar HUF	93	211	-	-	304	1.32%
6.	Vidur Parashar	14	81	-	-	95	0.41%
7.	Palaash Ventures Private Limited	156	355	-	-	511	2.21%
8.	Ashok Kumar Jain	255	-	-	-	255	1.10%
9.	IIFL Seed Ventures Fund-Series 2	562	-	-	1502	2064	8.93%
10.	Amicus Capital Private Equity I LLP	512	-	-	1370	1882	8.14%
11.	Amicus Capital Partners India Fund I	50	-	-	132	182	0.79%
12.	Jyotiprasad Taparia	147	-	-	302	449	1.94%
13.	Sanjeev Kumar Taparia	275	-	-	-	275	1.19%
14.	Ashutosh Taparia	-	-	-	300	300	1.30%
15.	Anjali Keshav Biyani	-	-	-	225	225	0.97%
16.	Nidhi Vishvanshu Agarwal	-	-	-	300	300	1.30%
17.	ON Mauritius	427	9	-	814	1250	5.41%
18.	Pickrr Holding LLC	347	137	1645	396	2525	10.93%
19.	Vaibhav Deshwal	49	-	-	-	49	0.21%
20.	Deepankar Madaan	75	-	-	-	75	0.32%

PART B | DETAILS OF PURCHASE CONSIDERATION

S No	Seller	Base Consideration (in INR)	Adjustment Percent
1.	Shashank Kabra	11,89,12,300.64	1.10%
2.	Prashan Agarwal	4,16,40,769.54	0.39%
3.	Sanjiv Gupta	17,30,02,372.41	1.61%
4.	Karan Talwar	9,31,55,123.60	0.87%
5.	Rakesh Talwar HUF	14,50,98,763.96	1.35%
6.	Vidur Parashar	4,55,04,346.09	0.42%
7.	Palaash Ventures Private Limited	24,64,10,326.95	2.29%
8.	Ashok Kumar Jain	16,14,11,642.74	1.50%
9.	IIFL Seed Ventures Fund-Series 2	88,60,46,889.95	8.23%
10.	Amicus Capital Private Equity I LLP	80,79,16,786.28	7.50%

S No	Seller	Base Consideration (in INR)	Adjustment Percent
11.	Amicus Capital Partners India Fund I	7,81,30,103.67	0.73%
12.	Jyotiprasad Taparia	19,27,49,541.47	1.79%
13.	Sanjeev Kumar Taparia	11,80,53,728.07	1.10%
14.	Ashutosh Taparia	12,87,85,885.17	1.20%
15.	Anjali Keshav Biyani	9,65,89,413.88	0.90%
16.	Nidhi Vishvanshu Agarwal	12,87,85,885.17	1.20%
17.	ON Mauritius	53,66,07,854.86	12.48%
18.	Pickrr Holding LLC	1,08,39,47,866.83	10.19%
19.	Vaibhav Deshwal	2,10,35,027.91	0.20%
20.	Deepankar Madaan	3,52,01,475.28	0.33%

SCHEDULE III | CONDITIONS PRECEDENT

PART A | ON MAURITIUS CONDITIONS PRECEDENT

1. ON Mauritius shall have delivered to the Purchaser the Draft Tax Computation by a Big Four Accounting Firm in relation to its Sale Shares.

2. ON Mauritius shall have delivered a draft of the 281 Report, issued by a Big Four Accounting Firm to the Purchaser.

3. ON Mauritius shall have provided to the Purchaser (i) a copy of their PAN card and (ii) bank account details along with redacted account statement.

4. The Sellers, the Company and the Promoters shall have entered into the Termination Agreement.

5. ON Mauritius shall have obtained approval of its board of directors and shareholders (as applicable) to authorise the execution, delivery and implementation of the transaction contemplated by the Transaction Documents to which it is a party.

6. With respect to Sale Shares held by ON Mauritius, it shall have delivered to the Company, a copy of the duly executed and stamped share transfer forms by it; and (b) the original share certificates in relation to the Sale Shares.

7. The Transaction Documents to which ON Mauritius is a party shall have been executed by ON Mauritius.

8. ON Mauritius shall have prepared the draft Form FC-TRS in relation to the Sale Shares to be sold on the First Closing Date, and shall provide the following supporting documentation to the Purchaser for the Purchaser to file with the Reserve Bank of India in the Single Entity Master Form on the FIRMS Portal, in accordance with the requirements and the format required by the relevant AD bank (as provided by the Purchaser to ON Mauritius in writing), which shall include (a) shareholding pattern of the Company; (a) undertaking for the transfer of its respective Sale Shares to be sold on the First Closing Date; and (b) consent letter for transfer of its respective Sale Shares to be sold on the First Closing Date.

9. ON Mauritius shall have provided all supporting documents in relation to the filing of Form 15CA/CB by the Purchaser.

10. Split of relevant share certificate in relation to the Sale Shares to be sold on the First Closing Date by ON Mauritius shall have been undertaken and the certificates shall be duly stamped (with revenue stamp).

11. The conditions precedent under the Promoter SPA with respect to the first closing (contemplated therein) shall have been duly completed.

12. There shall have been no breach of the Fundamental Warranties provided by ON Mauritius and specified in Part A of Schedule IV (*ON Fundamental Warranties*).

PART B | PICKRR HOLDING CONDITIONS PRECEDENT

1. Pickrr Holding shall have delivered to the Purchaser the Draft Tax Computation by a Big Four Accounting Firm in relation to its Sale Shares.

2. Pickrr Holding shall have delivered a draft of the 281 Report, issued by a Big Four Accounting Firm to the Purchaser.

3. Pickrr Holding shall have provided to the Purchaser (i) a copy of their PAN card and (ii) bank account details along with cancelled cheque/ pass book/ redacted account statement.

4. The Sellers, the Company and the Promoters shall have entered into the Termination Agreement.

5. Pickrr Holding shall have obtained approval of its board of directors and shareholders (as applicable) to authorise the execution, delivery and implementation of the transaction contemplated by the Transaction Documents to which it is a party.

6. With respect to Sale Shares held by Pickrr Holding, it shall have delivered to the Company, a copy of the duly executed and stamped share transfer forms by it; and (b) the original share certificates in relation to the Sale Shares.

7. The Transaction Documents to which Pickrr Holding is a party shall have been executed by Pickrr Holding.

8. Pickrr Holding shall have prepared the draft Form FC-TRS in relation to the Sale Shares to be sold on the First Closing Date, and shall provide the following supporting documentation to the Purchaser for the Purchaser to file with the Reserve Bank of India in the Single Entity Master Form on the FIRMS Portal, in accordance with the requirements and the format required by the relevant AD bank (as provided by the Purchaser to Pickrr Holding in writing), which shall include (a) shareholding pattern of the Company; (a) undertaking for the transfer of its respective Sale Shares to be sold on the First Closing Date; and (b) consent letter for transfer of its respective Sale Shares to be sold on the First Closing Date.

9. Pickrr Holding shall have provided all supporting documents in relation to the filing of Form 15CA/CB.

10. The managing entity of Pickrr Holding shall have provided to the Purchaser an undertaking backstopping the indemnity obligations of Pickrr Holding under this Agreement, in a form and manner agreed between the Purchaser and Pickrr Holding.

11. The conditions precedent under the Promoter SPA with respect to the first closing (contemplated therein) shall have been duly completed.

12. There shall have been no breach of the fundamental representations provided by Pickrr Holding as specified in Part A of Schedule V (*Pickrr Holding Fundamental Warranties*).

PART C | AMICUS CONDITIONS PRECEDENT

1. Each Amicus entity shall have delivered to the Purchaser the 281 Report, issued by a Big Four Accounting Firm.

2. Each Amicus entity shall have provided to the Purchaser (i) a copy of their PAN card and (ii) bank account details along with cancelled cheque/ pass book/ redacted account statement.

3. The Sellers, the Company and the Promoters shall have entered into the Termination Agreement.

4. Each Amicus entity shall have obtained necessary approvals to authorise the execution, delivery and implementation of the transaction contemplated by Transaction Documents to which it is a party.

5. The depository instruction slips in relation to the transfer of the Sale Shares held by Amicus shall have been in agreed form with the Purchaser.

6. The Transaction Documents to which each Amicus entity is a party shall have been executed by such entity.

7. The investment manager of each Amicus entity shall have provided the undertaking to the Purchaser, backstopping the indemnity obligations of the respective Amicus entity under this Agreement, in a form and manner agreed between the Purchaser and the respective Amicus entity.

8. The conditions precedent under the Promoter SPA with respect to the first closing (contemplated therein) shall have been duly completed.

9. There shall have been no breach of the fundamental representations and warranties provided by each Amicus entity and specified in Part A of Schedule VI (*Amicus Fundamental Warranties*).

PART D | IIFL CONDITIONS PRECEDENT

1. IIFL shall have delivered to the Purchaser the 281 Report, issued by a Big Four Accounting Firm.

2. IIFL shall have provided to the Purchaser (i) a copy of their PAN card and (ii) bank account details along with cancelled cheque/ pass book/ redacted account statement.

3. The Sellers, the Company and the Promoters shall have entered into the Termination Agreement.

4. IIFL shall have obtained necessary approvals to authorise the execution, delivery and implementation of the transaction contemplated by the Transaction Documents to which it is a party.

5. With respect to Sale Shares held by IIFL, it shall have delivered to the Company, a copy of the duly executed and stamped share transfer forms by it; and (b) the original share certificates in relation to the Sale Shares.

6. The Transaction Documents to which IIFL is a party shall have been executed by the IIFL.

7. The Trust of IIFL, being IIFL Private Equity Fund shall have provided to the Purchaser an undertaking backstopping the indemnity obligations of IIFL under this Agreement, in a form and manner agreed between the Purchaser and IIFL.

8. The conditions precedent under the Promoter SPA with respect to the first closing (contemplated therein) shall have been duly completed.

9. There shall have been no breach of the fundamental representations and warranties provided by IIFL and specified in Part A of Schedule VII (*IIFL Fundamental Warranties*).

PART E | ANANTA CONDITIONS PRECEDENT

1. Each Ananta Seller shall have delivered to the Purchaser the 281 Report, issued by a Big Four Accounting Firm.

2. Each Ananta Seller shall have provided to the Purchaser (i) a copy of their PAN card and (ii) bank account details along with cancelled cheque/ pass book/ redacted account statement.

3. The Sellers, the Company and the Promoters shall have entered into the Termination Agreement.

4. The Transaction Documents to which such Ananta Seller is a party shall have been executed by such Ananta Seller.

5. With respect to Sale Shares held by each Ananta Seller, it shall have delivered to the Company, a copy of the duly executed and stamped share transfer forms by it; and (b) the original share certificates in relation to the Sale Shares.

6. The conditions precedent under the Promoter SPA with respect to the first closing (contemplated therein) shall have been duly completed.

7. There shall have been no breach of the fundamental representations and warranties provided by each Ananta Seller and specified in Part A of Schedule IX (*Ananta Fundamental Warranties*).

PART F | OTHER RESIDENT SELLERS CONDITIONS PRECEDENT

1. Each Other Resident Sellers shall have delivered to the Purchaser the 281 Report, issued by a practicing charted accountant/accounting firm.

2. Each Other Resident Seller shall have provided to the Purchaser (i) a copy of their PAN card and (ii) bank account details along with cancelled cheque/ pass book/ redacted account statement.

3. The Sellers, the Company and the Promoters shall have entered into the Termination Agreement.

4. Each Other Resident Seller (if not a natural Person) shall have obtained approval of its board of directors and shareholders, or trustees or governing body (as applicable) to authorise the execution, delivery and implementation of the transaction contemplated by the Transaction Documents to which it is a party.

5. With respect to Sale Shares held by each Other Resident Seller, it shall have delivered to the Company, a copy of the duly executed and stamped share transfer forms by it; and (b) the original share certificates in relation to the Sale Shares.

6. The Transaction Documents to which such Other Resident Seller is a party shall have been executed by such Other Resident Seller.

7. The conditions precedent under the Promoter SPA with respect to the first closing (contemplated therein) shall have been duly completed.

8. With respect to the Sale Shares to be sold by Mr. Ashok Kumar Jain, the Form FC-TRS for the transfer of shares to Mr. Ashok Kumar Jain shall have duly and validly been filed and approved and an acknowledgement received from the RBI shall have been delivered to the Purchaser.

9. There shall have been no breach of the fundamental representations and warranties provided by each Other Resident Seller and specified in Part A of Schedule VIII (*Other Resident Seller Fundamental Warranties*).

SCHEDULE IV | WARRANTIES FROM ON MAURITIUS

PART A | ON FUNDAMENTAL WARRANTIES

ON Mauritius (only with respect to its respective Sale Shares) represents and warrants to the Purchaser that:

1. There are no Encumbrances on the Sale Shares, save as set out in the Shareholders Agreement and the Articles.

2. It has the sole legal and beneficial title to its Sale Shares as set out against its name in Part A of Schedule II (*Details of Sale Shares*).

3. It has full legal right, capacity and authority to enter into this Agreement and to perform the transactions contemplated hereunder.

4. It:

   (a) is duly organized and validly existing under the Laws of the relevant country of incorporation; and

   (b) has the corporate power, consents, and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary corporate actions to authorize the execution and delivery by it of this Agreement.

5. The execution and delivery of this Agreement by it and the consummation of all transactions contemplated hereby, and the compliance with the terms and provisions hereof do not and will not:

   (a) contravene any provision of any Law or any order, writ, injunction or decree of any court or governmental instrumentality to which it is subject;

   (b) contravene any order or judgment of any court or authority, statutory or regulatory body which has the effect of making unlawful or otherwise prohibiting the transaction contemplated herein; or

   (c) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Encumbrance upon any of its properties or assets (including the Sale Shares) pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it/he is a party or by which such Seller or any of its property or assets are bound or to which it may be subject.

6. Save as set out in the Shareholders' Agreement and the Articles, there are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any right or Encumbrance over any of the Sale Shares.

7. All filings and reporting required to be made by ON Mauritius under applicable Law, solely with respect to 1,250 Sale Shares to be transferred on the Closing Date, with a Governmental Authority with respect to the issuance and allotment of Sale Shares have been duly, validly and correctly made, or shall have been duly, validly and correctly made on or prior to the Closing Date and ON Mauritius has not received any written notices in relation to such Sale Share from any Governmental Authority.

8. Other than the consents obtained by ON Mauritius and the Company and provided to the Purchaser prior to Closing Date, the actions to be undertaken on the Closing Date as per the terms of this Agreement, no other Governmental Approval or third party consents are required in relation to sale of the Sale Shares by ON Mauritius to the Purchaser in accordance with the provisions of this Agreement.

9. None of the following has occurred and is subsisting, or to the best of the knowledge, is threatened in writing, in relation to ON Mauritius: (a) the appointment of a receiver, administrator, liquidator or similar officer to any of the assets and undertakings of ON Mauritius; (b) an application or an order made, proceedings commenced, a resolution passed in a notice of meeting or other steps taken for entering into an arrangement, compromise or composition with or assignment for the benefit of ON Mauritius's creditors or a class of them; (c) ON Mauritius becoming bankrupt, or becoming subject to any bankruptcy proceedings, or insolvent or making an arrangement with its creditors generally or taking advantage of any statute for the relief of insolvent debtors.

10. ON Mauritius is a non-resident for the purposes of the Foreign Exchange Management Act, 1999 and the regulations and notifications issued thereunder ("**FEMA Regulations**").

11. ON Mauritius acquired the Sale Shares while being a non-resident for the purposes of the FEMA Regulations.

PART B | ON TAX WARRANTIES

1. The valid permanent account number of ON Mauritius is AABCO3713E.

2. ON Mauritius has its registered office at its place of incorporation.

3. ON Mauritius is and will remain a non-resident for the period April 1, 2022 to March 31, 2023 under the provisions of the IT Act.

4. All the facts, documents, representations and information, provided by ON Mauritius to the relevant Big Four Accounting Firm for the purpose of obtaining Final Tax Computation, and 281 Report are true, complete and accurate in all respects.

5. ON Mauritius holds and has always held, the respective Sale Shares, as set out against its name in Part A of Schedule II (*Details of Sale Shares*) on "investment account" and as "capital assets" and not on "trading account" or as "stock-in-trade" and consequently the gains from the sale of the relevant Sale Shares will be taxable as 'capital gains' under the IT Act.

6. With respect to Section 281 of the IT Act, there are (a) no pending Tax proceedings under the IT Act against the Seller that can adversely affect the ownership or entitlement to transfer the Sale Shares; and/or (b) no completed Tax proceedings under the IT Act, for which a notice under Rule 2 of the second schedule of the IT Act has been served on the Seller that can adversely affect the transfer of the Sale Shares; and/or (c) no notice has been issued under the IT Act assessing or imposing Tax (or any interests and/or penalties payable) on the Seller and there are no outstanding demands against the Seller in respect of Tax which affects the Seller's ownership of the Sale Shares. Further, there are no pending demands against the Seller under the provisions of the Central Goods and Services Act, 2017 that may render the transfer of the Sale Shares by the Seller to the Purchaser as void under section 81 of the Central Goods and Services Act, 2017.

SCHEDULE V | WARRANTIES FROM PICKRR HOLDING

PART A | PICKRR HOLDING FUNDAMENTAL WARRANTIES

Pickrr Holding (only with respect to its respective Sale Shares) represents and warrants to the Purchaser that:

1. There are no Encumbrances on the Sale Shares, save as set out in the Shareholders' Agreement and the Articles.

2. It has the sole legal and beneficial title to its Sale Shares as set out against its name in Part A of Schedule II (*Details of Sale Shares*).

3. It has full legal right, capacity and authority to enter into this Agreement and to perform the transactions contemplated hereunder.

4. It:

   (a) is duly organized and validly existing under the Laws of the relevant country of incorporation; and

   (b) has the corporate power, consents, and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary corporate actions to authorize the execution and delivery by it of this Agreement.

5. The execution and delivery of this Agreement by such Seller, the consummation by it of all transactions contemplated hereby, and the compliance by it with the terms and provisions hereof do not and will not:

   (a) contravene any provision of any Law or any order, writ, injunction or decree of any court or governmental instrumentality to which it is subject;

   (b) contravene any order or judgment of any court or authority, statutory or regulatory body which has the effect of making unlawful or otherwise prohibiting the transaction contemplated herein; or

   (c) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Encumbrance upon any of such its properties or assets (including the Sale Shares) pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it is a party or by which Pickrr Holding or any of such its property or assets are bound or to which such Seller may be subject.

6. Save as set out in the Shareholders' Agreement and the Articles, there are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any right or Encumbrance over any of the Sale Shares.

7. All filings and reporting required to be made by the Seller under applicable Law, with a Governmental Authority with respect to the issuance and allotment of Sale Shares have been duly, validly and correctly made, or shall have been duly, validly and correctly made on or prior to the Closing Date and the Seller has not received any written notices in relation to such Sale Share from any Governmental Authority.

8. Other than the consents obtained by the Seller and the Company and provided to the Purchaser prior to Closing Date, the actions to be undertaken on the Closing Date as per the terms of this Agreement, no other Governmental Approval or third party consents are required in relation to sale of the Sale Shares by the Seller to the Purchaser in accordance with the provisions of this Agreement.

9. None of the following has occurred and is subsisting, or to the best of the knowledge, is threatened in writing, in relation to the Seller: (a) the appointment of a receiver, administrator, liquidator or similar officer to any of the assets and undertakings of the Seller; (b) an application or an order made, proceedings commenced, a resolution passed in a notice of meeting or other steps taken for entering into an arrangement, compromise or composition with or assignment for the benefit of the Seller's creditors or a class of them; (c) the Seller becoming bankrupt, or becoming subject to any bankruptcy proceedings, or insolvent or making an arrangement with its creditors generally or taking advantage of any statute for the relief of insolvent debtors.

10. It is a non-resident for the purposes of the FEMA Regulations.

11. It acquired the respective Sale Shares while being a non-resident for the purposes of the FEMA Regulations.

12. With respect to Section 281 of the IT Act, there are (a) no pending Tax proceedings under the IT Act against the Seller that can adversely affect the ownership or entitlement to transfer the Sale Shares; and/or (b) no completed Tax proceedings under the IT Act, for which a notice under Rule 2 of the second schedule of the IT Act has been served on the Seller that can adversely affect the transfer of the Sale Shares; and/or (c) no notice has been issued under the IT Act assessing or imposing Tax (or any interests and/or penalties payable) on the Seller and there are no outstanding demands against the Seller in respect of Tax under the IT Act which affects the Seller's ownership of the Sale Shares. Further, there are no pending demands against the Seller under the provisions of the Central Goods and Services Act, 2017 that may render the transfer of the Sale Shares by the Seller to the Purchaser as void under Section 81 of the Central Goods and Services Act, 2017.

PART B | PICKRR HOLDING TAX WARRANTIES

1. The valid permanent account number of Seller is AALCP8671L.

2. The Seller has its registered office at its place of incorporation.

3. The Seller is and will remain a non-resident for the period April 1, 2022 to March 31, 2023 under the provisions of the IT Act;

4. All the facts, documents, representations and information, provided by the Seller to the relevant Big Four Accounting Firm for the purpose of obtaining Final Tax Computation and 281 Report are true, complete and accurate in all respects.

5. The Seller holds and has always held, the respective Sale Shares, as set out against its name in Part A of Schedule II (*Details of Sale Shares*) on "investment account" and as "capital assets" and not on "trading account" or as "stock-in-trade" and consequently the gains from the sale of the relevant Sale Shares will be taxable as 'capital gains' under the IT Act.

SCHEDULE VI | WARRANTIES FROM AMICUS

PART A | AMICUS FUNDAMENTAL WARRANTIES

Each of the Amicus entities (severally, only with respect to their respective Sale Shares) represent and warrant to the Purchaser that:

1. There are no Encumbrances on the Sale Shares, save as set out in the Shareholders' Agreement and the Articles.

2. Each Amicus entity has the sole legal and beneficial title to its Sale Shares as set out against its name in Part A of Schedule II (*Details of Sale Shares*).

3. Each Amicus entity has full legal right, capacity and authority to enter into this Agreement and to perform the transactions contemplated hereunder specific to such Amicus entity.

4. Each Amicus Entity:

   (a) is duly organized and validly existing under the Laws of India; and

   (b) has the power, consents, and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary corporate actions to authorize the execution and delivery by it of this Agreement.

5. The execution and delivery of this Agreement by each Amicus entity, the consummation by such Amicus entity of all transactions contemplated hereby, and the compliance by such Amicus entity with the terms and provisions hereof do not and will not:

   (a) contravene any provision of any Law or any order, writ, injunction or decree of any court or governmental instrumentality to which it is subject;

   (b) contravene any order or judgment of any court or authority, statutory or regulatory body which has the effect of making unlawful or otherwise prohibiting the transaction contemplated herein; or

   (c) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Encumbrance upon any of its properties or assets (including the Sale Shares) pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it/he is a party or by which it or any of its property or assets are bound or to which it may be subject.

6. Save as set out in the Shareholders' Agreement and the Articles, there are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any right or Encumbrance over any of the Sale Shares.

7. All filings and reporting required to be made by the respective Amicus entity under applicable Law, with a Governmental Authority with respect to the issuance and allotment of Sale Shares have been duly, validly and correctly made, and it has not received any written notices in relation to such Sale Share from any Governmental Authority.

8. Other than the consents obtained by each Amicus entity and the Company and provided to the Purchaser prior to Closing Date, the actions to be undertaken on the First Closing Date as per the terms of this Agreement, no other Governmental Approval or third party consents are required in relation to sale of the Sale Shares by it to the Purchaser in accordance with the provisions of this Agreement.

9. None of the following has occurred and is subsisting, or to the best of the knowledge, is threatened, in relation to each Amicus entity : (a) the appointment of a receiver, administrator, liquidator or similar officer to any of the assets and undertakings of such Amicus entity; (b) an application or an order made, proceedings commenced, a resolution passed in a notice of meeting or other steps taken for entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them; (c) it becoming bankrupt, or becoming subject to any bankruptcy proceedings, or insolvent or making an arrangement with its creditors generally or taking advantage of any statute for the relief of insolvent debtors.

10. Each Amicus entity was a resident in India for the purposes of the FEMA Regulations when the respective Sale Shares held by it were acquired.

11. Each Amicus entity is currently a resident in India for the purposes of the FEMA Regulations.

12. With respect to Section 281 of the IT Act, there are (a) no pending Tax proceedings against each Amicus entity that (A) adversely affects its ownership of the Sale Shares or (B) its ability to transfer of the Sale Shares; and which in both cases of (A) or (B), renders the transfer of the Sale Shares by it to the Purchaser as void or voidable under Section 281 of the IT Act; and/or (b) no completed Tax proceedings, for which a notice under Rule 2 of the second schedule of the IT Act has been served on it that adversely affects its ability to transfer of the Sale Shares and which renders the transfer of the Sale Shares by such Amicus entity to the Purchaser as void or voidable under Section 281 of the IT Act; and/or (c) no notice has been issued under the IT Act assessing or imposing Tax (or any interests and/or penalties payable) on it and there are no outstanding demands against such Amicus entity in respect of Tax which affects the its ownership of the Sale Shares and renders the transfer of the Sale Shares by it to the Purchaser as void or voidable under Section 281 of the IT Act. Further, there are no pending demands, current and/or threatened, against it under the provisions of the Central Goods and Services Act, 2017 that renders the transfer of the Sale Shares by the Sellers to the Purchaser as void under Section 81 of the Central Goods and Services Act, 2017.

PART B | AMICUS TAX WARRANTIES

1. The valid permanent account number of each Amicus entity are:

    (a) Amicus Capital Private Equity I LLP is ABGFA0401Q; and

    (b) Amicus Capital Partners India Fund I is AAFTA2610K.

2. Each Amicus entity is, and shall remain, a tax resident of India for the period April 1, 2022 to March 31, 2023 in terms of Section 6 of the IT Act.

3. Each Amicus entity acquired its respective portion of the Sale Shares, as set out against its name in Part A of Schedule II (*Details of Sale Shares*) while being a tax resident of India for the purposes of IT Act.

4. Amicus Capital Private Equity I LLP and Amicus Capital Partners India Fund I are Category II Alternative Investments Funds registered with the Securities and Exchange Board of India.

5. Each Amicus entity holds and has always held, the respective Sale Shares, as set out against his/its name in Part A of Schedule II (*Details of Sale Shares*) on "investment account" and as "capital assets" and not on "trading account" or as "stock-in-trade".

6. There are no claims or proceedings in progress or pending before any court against or relating to each Amicus entity which could be expected to enjoin, restrict or prohibit the sale of the Sale Shares as contemplated by the Agreement or prevent it from fulfilling its obligations set out in this Agreement, and there are no existing grounds for any such claim, investigation or proceeding.

7. The facts, documents, representations and information, provided by each Amicus entity to the relevant Big Four Accounting Firm for the purpose of obtaining the 281 Report are true, correct, complete and not misleading in any manner.

8. Each Amicus entity has filed the tax returns under the IT Act for the two previous years preceding the financial year ending March 31, 2022, if applicable, in accordance with the provisions of IT Act.

SCHEDULE VII | WARRANTIES FROM IIFL

PART A | IIFL FUNDAMENTAL WARRANTIES

IIFL (only with respect to its respective Sale Shares) represents and warrants to the Purchaser that:

1. There are no Encumbrances on the Sale Shares, save as set out in the Shareholders' Agreement and the Articles.

2. The Seller has the sole legal and beneficial title to its Sale Shares as set out against its name in Part A of Schedule II (*Details of Sale Shares*).

3. The Seller has full legal right, capacity and authority to enter into this Agreement and to perform the transactions contemplated hereunder specific to such Seller.

4. It:

    (a) is duly organized and validly existing under the Laws of India; and

    (b) has the corporate power, consents, and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary corporate actions to authorize the execution and delivery by it of this Agreement.

5. The execution and delivery of this Agreement by it, the consummation by such Seller of all transactions contemplated hereby, and the compliance by such Seller with the terms and provisions hereof do not and will not:

    (a) contravene any provision of any Law or any order, writ, injunction or decree of any court or governmental instrumentality to which such Seller is subject;

    (b) contravene any order or judgment of any court or authority, statutory or regulatory body which has the effect of making unlawful or otherwise prohibiting the transaction contemplated herein; or

    (c) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Encumbrance upon any of its properties or assets (including the Sale Shares) pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it/he is a party or by which it or any of its property or assets are bound or to which it may be subject.

6. Save as set out in the Shareholders' Agreement and the Articles, there are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any right or Encumbrance over any of the Sale Shares.

7. All filings and reporting required to be made by it under applicable Law, with a Governmental Authority with respect to the issuance and allotment of Sale Shares have been duly, validly and correctly made, and it has not received any written notices in relation to such Sale Share from any Governmental Authority.

8. Other than the consents obtained by IIFL and the Company and provided to the Purchaser prior to First Closing Date, the actions to be undertaken on the Closing Date as per the terms of this Agreement, no other Governmental Approval or third party consents are required in relation to sale of the Sale Shares by it to the Purchaser in accordance with the provisions of this Agreement.

9. None of the following has occurred and is subsisting, or to the best of the knowledge, is threatened, in relation to IIFL: (a) the appointment of a receiver, administrator, liquidator or similar officer to any of the assets and undertakings of IIFL; (b) an application or an order made, proceedings commenced, a resolution passed in a notice of meeting or other steps taken for entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them; (c) IIFL becoming bankrupt, or becoming subject to any bankruptcy proceedings, or insolvent or making an arrangement with its creditors generally or taking advantage of any statute for the relief of insolvent debtors.

10. It was a resident in India (and a foreign owned and/or controlled company) for the purposes of the FEMA Regulations when the respective Sale Shares held by it were acquired.

11. It is currently a resident in India (and a foreign owned and/or controlled company) for the purposes of the FEMA Regulations.

12. With respect to Section 281 of the IT Act, there are (a) no pending Tax proceedings against the Seller that (A) adversely affects the its ownership of the Sale Shares or (B) its ability to transfer of the Sale Shares; and which in both cases of (A) or (B), renders the transfer of the Sale Shares by the Seller to the Purchaser as void or voidable under Section 281 of the IT Act; and/or (b) no completed Tax proceedings, for which a notice under Rule 2 of the second schedule of the IT Act has been served on the Seller that adversely affects the Seller's ability to transfer of the Sale Shares and which renders the transfer of the Sale Shares by the Seller to the Purchaser as void or voidable under Section 281 of the IT Act; and/or (c) no notice has been issued under the IT Act assessing or imposing Tax (or any interests and/or penalties payable) on the Seller and there are no outstanding demands against the Seller in respect of Tax which affects the Seller's ownership of the Sale Shares and renders the transfer of the Sale Shares by the Seller to the Purchaser as void or voidable under Section 281 of the IT Act. Further, there are no pending demands, current and/or threatened, against the Sellers under the provisions of the Central Goods and Services Act, 2017 that renders the transfer of the Sale Shares by the Seller to the Purchaser as void under Section 81 of the Central Goods and Services Act, 2017.

PART B | IIFL TAX WARRANTIES

1. The valid permanent account number of IIFL is AABTI2978N.

2. IIFL Seed Ventures Fund - Series 2 is a Close Ended scheme of IIFL Private Equity Fund, a Category II Alternative Investment Fund registered with Securities and Exchange Board of India.

3. IIFL is, and shall remain, a tax resident of India for the period April 1, 2022 to March 31, 2023 in terms of Section 6 of the IT Act.

4. IIFL acquired its respective portion of the Sale Shares, as set out against its name in Part A of Schedule II (*Details of Sale Shares*), while being a tax resident of India for the purposes of IT Act.

5. The Seller holds and has always held, the respective Sale Shares, as set out against its name in Part A of Schedule II (*Details of Sale Shares*), on "investment account" and as "capital assets" and not on "trading account" or as "stock-in-trade".

6. There are no claims or proceedings in progress or pending before any court against or relating to the Seller which could be expected to enjoin, restrict or prohibit the sale of the Sale Shares as contemplated by the Agreement or prevent it from fulfilling its obligations set out in this Agreement, and there are no existing grounds for any such claim, investigation or proceeding.

7. The facts, documents, representations and information, provided by the Seller to the relevant Big Four Accounting Firm for the purpose of obtaining the 281 Report are true, correct, complete and not misleading in any manner.

8. The Seller has filed the tax returns under the IT Act for the two previous years preceding the financial year ending March 31, 2022, if applicable, in accordance with the provisions of IT Act.

SCHEDULE VIII | WARRANTIES FROM OTHER RESIDENT SELLERS

PART A | OTHER RESIDENT SELLER FUNDAMENTAL WARRANTIES

Each Other Resident Seller (severally, only with respect to their respective Sale Shares) represent and warrant to the Purchaser that:

1. There are no Encumbrances on the Sale Shares, save as set out in the Shareholders' Agreement and the Articles.

2. Each Other Resident Seller has the sole legal and beneficial title to its Sale Shares as set out against its name in Part A of Schedule II (*Details of Sale Shares*).

3. Each Resident Seller has full legal right, capacity and authority to enter into this Agreement and to perform the transactions contemplated hereunder specific to such Other Resident Seller.

4. Where the Other Resident Seller is a corporate entity, such Other Resident Seller:

   (a) is duly organized and validly existing under the Laws of India; and

   (b) has the corporate power, consents, and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary corporate actions to authorize the execution and delivery by it of this Agreement.

5. The execution and delivery of this Agreement by each Other Resident Seller, the consummation by such Other Resident Seller of all transactions contemplated hereby, and the compliance by such Other Resident Seller with the terms and provisions hereof do not and will not:

   (a) contravene any provision of any Law or any order, writ, injunction or decree of any court or governmental instrumentality to which such Other Resident Seller is subject;

   (b) contravene any order or judgment of any court or authority, statutory or regulatory body which has the effect of making unlawful or otherwise prohibiting the transaction contemplated herein; or

   (c) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Encumbrance upon any of such Other Resident Seller's properties or assets (including the Sale Shares) pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it/he is a party or by which such Other Resident Sellers or any of such Other Resident Seller's property or assets are bound or to which such it/he may be subject.

6. Save as set out in the Shareholders' Agreement and the Articles, there are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any right or Encumbrance over any of the Sale Shares.

7. All filings and reporting required to be made by the Other Resident Seller under applicable Law, with a Governmental Authority with respect to the issuance and allotment of Sale Shares have been duly, validly

and correctly made, and the Other Resident Seller has not received any written notices in relation to its/his respective Sale Share from any Governmental Authority.

8. Other than the consents obtained by the Other Resident Seller and the Company and provided to the Purchaser prior to First Closing Date, the actions to be undertaken on the Closing Date as per the terms of this Agreement, no other Governmental Approval or third party consents are required in relation to sale of the Sale Shares by the respective Other Resident Seller to the Purchaser in accordance with the provisions of this Agreement.

9. None of the following has occurred and is subsisting, or to the best of the knowledge, is threatened, in relation to the Other Resident Seller : (a) the appointment of a receiver, administrator, liquidator or similar officer to any of the assets and undertakings of the such Other Resident Seller; (b) an application or an order made, proceedings commenced, a resolution passed in a notice of meeting or other steps taken for entering into an arrangement, compromise or composition with or assignment for the benefit of the such Other Resident Seller's creditors or a class of them; (c) such Other Resident Seller becoming bankrupt, or becoming subject to any bankruptcy proceedings, or insolvent or making an arrangement with its creditors generally or taking advantage of any statute for the relief of insolvent debtors.

10. Each Other Resident Seller was a resident in India for the purposes of the FEMA Regulations when the respective Sale Shares held by him/it were acquired

11. Each Other Resident Seller is currently a resident in India for the purposes of the FEMA Regulations.

12. With respect to Section 281 of the IT Act, there are (a) no pending Tax proceedings against the Other Resident Seller that (A) adversely affects the its/his ownership of the Sale Shares or (B) its/his ability to transfer of the Sale Shares; and which in both cases of (A) or (B), renders the transfer of the Sale Shares by such Other Resident Seller to the Purchaser as void or voidable under Section 281 of the IT Act; and/or (b) no completed Tax proceedings, for which a notice under Rule 2 of the second schedule of the IT Act has been served on such Other Resident Seller that adversely affects the its/his ability to transfer of the Sale Shares and which renders the transfer of the Sale Shares by him/it to the Purchaser as void or voidable under Section 281 of the IT Act; and/or (c) no notice has been issued under the IT Act assessing or imposing Tax (or any interests and/or penalties payable) on such Other Resident Seller and there are no outstanding demands against it/him in respect of Tax which affects such Other Resident Seller's ownership of its/his Sale Shares and renders the transfer of the Sale Shares by such Other Resident Seller to the Purchaser as void or voidable under Section 281 of the IT Act. Further, there are no pending demands, current and/or threatened, against such Other Resident Seller under the provisions of the Central Goods and Services Act, 2017 that renders the transfer of his/its Sale Shares by such Other Resident Sellers to the Purchaser as void under Section 81 of the Central Goods and Services Act, 2017.

PART B | OTHER RESIDENT SELLER TAX WARRANTIES

1. The valid permanent account number of the following Sellers are:

   (a) Shashank Kabra is AMEPK3307N;

   (b) Prashan Agarwal is ABJPA5425G;

   (c) Sanjiv Gupta is ADYPG000D;

   (d) Karan Talwar is AADPT8594K;

   (e) Rakesh Talwar HUF is AAAHR1679A;

   (f) Vidur Parashar is AKJPP3220A;

   (g) Palaash Ventures Private Limited is AAGCP9896E;

   (h) Vaibhav Deshwal is BFZPD7534R;

   (i) Ashok Kumar Jain is ACXPJ8182F and

   (j) Deepankar Madaan is BEXPM4747L.

2. Each Other Resident Seller is, and shall remain, a tax resident of India for the period April 1, 2022 to March 31, 2023 in terms of Section 6 of the IT Act, and shall not be a tax resident of any other country for the said period.

3. Each Other Resident Seller acquired its respective portion of the Sale Shares, as set out against his/its name in Part A of Schedule II (*Details of Sale Shares*) while being a tax resident of India for the purposes of IT Act.

4. No Taxes are required to be deducted at source or withheld by the Purchaser under Law from payments to be made to the respective Other Resident Seller for such Other Resident Seller's respective portion of Sale Shares, except as required under Section 194Q of the IT Act.

5. Each Other Resident Seller holds and has always held, the respective Sale Shares, as set out against his/its name in Part A of Schedule II (*Details of Sale Shares*) on "investment account" and as "capital assets" and not on "trading account" or as "stock-in-trade".

6. There are no claims or proceedings in progress or pending before any court against or relating to each Other Resident Seller which could be expected to enjoin, restrict or prohibit the sale of the Sale Shares as contemplated by the Agreement or prevent such Other Resident Seller from fulfilling its/his obligations set out in this Agreement, and there are no existing grounds for any such claim, investigation or proceeding.

7. The facts, documents, representations and information, provided by each Other Resident Seller to the relevant chartered accountant firm for the purpose of obtaining the 281 Report are true, correct, complete and not misleading in any manner.

8. Each Other Resident Seller has filed the tax returns under the IT Act for the two previous years preceding the financial year ending March 31, 2022, if applicable, in accordance with the provisions of IT Act.

SCHEDULE IX | WARRANTIES FROM ANANTA SELLERS

PART A | ANANTA FUNDAMENTAL WARRANTIES

Each Ananta Seller (severally, only with respect to their respective Sale Shares) represent and warrant to the Purchaser that:

1. There are no Encumbrances on the Sale Shares, save as set out in the Shareholders' Agreement and the Articles.

2. Each Ananta Seller has the sole legal and beneficial title to its Sale Shares as set out against its name in Part A of Schedule II (*Details of Sale Shares*).

3. Each Ananta Seller has full legal right, capacity and authority to enter into this Agreement and to perform the transactions contemplated hereunder specific to such Seller.

4. The execution and delivery of this Agreement by each Ananta Seller, the consummation by such Ananta Seller of all transactions contemplated hereby, and the compliance by such Ananta Seller with the terms and provisions hereof do not and will not:

    (a) contravene any provision of any Law or any order, writ, injunction or decree of any court or governmental instrumentality to which he/she is subject;

    (b) contravene any order or judgment of any court or authority, statutory or regulatory body which has the effect of making unlawful or otherwise prohibiting the transaction contemplated herein; or

    (c) conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any Encumbrance upon any of such Ananta Seller's properties or assets (including the Sale Shares) pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it/he is a party or by which such Ananta Seller or any of such Ananta Seller's property or assets are bound or to which he/she may be subject.

5. Save as set out in the Shareholders' Agreement and the Articles, there are no options, agreements or understandings (exercisable now or in the future and contingent or otherwise) which entitle or may entitle any Person to create or require to be created any right or Encumbrance over any of the Sale Shares.

6. All filings and reporting required to be made by each Ananta Seller under applicable Law, with a Governmental Authority with respect to the issuance and allotment of Sale Shares have been duly, validly and correctly made, and he/she has not received any written notices in relation to such Sale Share from any Governmental Authority.

7. Other than the consents obtained by each Ananta Seller and the Company and provided to the Purchaser prior to Closing Date, the actions to be undertaken on the First Closing Date as per the terms of this Agreement, no other Governmental Approval or third party consents are required in relation to sale of the Sale Shares by each Ananta Seller to the Purchaser in accordance with the provisions of this Agreement.

8. None of the following has occurred and is subsisting, or to the best of the knowledge, is threatened, in relation to each Ananta Seller: (a) the appointment of a receiver, administrator, liquidator or similar officer to any of

the assets and undertakings of the Ananta Seller; (b) an application or an order made, proceedings commenced, a resolution passed in a notice of meeting or other steps taken for entering into an arrangement, compromise or composition with or assignment for the benefit of the Ananta Seller's creditors or a class of them; (c) the Ananta Seller becoming bankrupt, or becoming subject to any bankruptcy proceedings, or insolvent or making an arrangement with its creditors generally or taking advantage of any statute for the relief of insolvent debtors.

9. Each Ananta Seller was a resident in India for the purposes of the FEMA Regulations when the respective Sale Shares held by it were acquired.

10. Each Ananta Seller is currently a resident in India for the purposes of the FEMA Regulations.

11. With respect to Section 281 of the IT Act, except for a claim under Section 143(3) of the IT Act for an amount of INR 16,00,000 against Jyotiprasad Taparia, Sanjeev Taparia and Nidhi Agarwal, there are (a) no pending Tax proceedings against each Ananta Seller that (A) adversely affects his/her ownership of the Sale Shares or (B) his/her ability to transfer of the Sale Shares; and which in both cases of (A) and (B), renders the transfer of the Sale Shares by the Ananta Seller to the Purchaser as void or voidable under Section 281 of the IT Act; and/or (b) no completed Tax proceedings, for which a notice under Rule 2 of the second schedule of the IT Act has been served on the Ananta Seller that adversely affects the his/her ability to transfer of the Sale Shares and which renders the transfer of the Sale Shares by the Ananta Seller to the Purchaser as void or voidable under Section 281 of the IT Act; and/or (c) no notice has been issued under the IT Act assessing or imposing Tax (or any interests and/or penalties payable) on the Ananta Seller and there are no outstanding demands against him/her in respect of Tax which affects his/her ownership of the Sale Shares and renders the transfer of the Sale Shares by him/her to the Purchaser as void or voidable under Section 281 of the IT Act. Further, there are no pending demands, current and/or threatened, against each Ananta Seller under the provisions of the Central Goods and Services Act, 2017 that renders the transfer of the Sale Shares by him/her to the Purchaser as void under Section 81 of the Central Goods and Services Act, 2017. Each Ananta Seller has financial resources to satisfy any liability arising from the aforementioned claim, without any adverse impact on the Sale Shares.

PART B | ANANTA TAX WARRANTIES

1. The valid permanent account number of the following Sellers are:

   (a) Jyotiprasad Taparia is AABPT7457P;

   (b) Sanjeev Kumar Taparia is AIIPT3861G;

   (c) Ashutosh Taparia is AABPT4664J;

   (d) Anjali Keshav Biyani is AIIPT3861G; and

   (e) Nidhi Vishvanshu Agarwal is AABPT7453K.

2. Each Ananta Seller is, and shall remain, a tax resident of India for the period April 1, 2022 to March 31, 2023 in terms of Section 6 of the IT Act, and shall not be a tax resident of any other country for the said period.

3. Each Ananta Seller acquired its respective portion of the Sale Shares, as set out against his/its name in Part A of Schedule II (*Details of Sale Shares*) while being a tax resident of India for the purposes of IT Act.

4. No Taxes are required to be deducted at source or withheld by the Purchaser under Law from payments to be made to the respective Ananta Seller for his/her respective portion of Sale Shares, except as required under Section 194Q of the IT Act.

5. Each Ananta Seller holds and has always held, the respective Sale Shares, as set out against his/her name in Part A of Schedule II (*Details of Sale Shares*) on "investment account" and as "capital assets" and not on "trading account" or as "stock-in-trade".

6. There are no claims or proceedings in progress or pending before any court against or relating to each Ananta Seller which could be expected to enjoin, restrict or prohibit the sale of the Sale Shares as contemplated by the Agreement or prevent him/her from fulfilling his/her obligations set out in this Agreement, and there are no existing grounds for any such claim, investigation or proceeding.

7. The facts, documents, representations and information, provided by each Ananta Seller to the relevant Big Four Accounting Firm for the purpose of obtaining the 281 Report are true, correct, complete and not misleading in any manner.

8. The Seller has filed the tax returns under the IT Act for the two previous years preceding the financial year ending March 31, 2022, if applicable, in accordance with the provisions of IT Act.

SCHEDULE X | PURCHASER WARRANTIES

The Purchaser represents and warrants with respect to itself to each Party:

1. It is a company duly organized and validly existing under the Laws of India.

2. The execution and delivery of the Transaction Documents and the completion of the transactions contemplated hereby, have, where required, been duly and validly authorised and no other proceedings or action on the part of Purchaser is necessary to authorise the agreement or to complete the transactions contemplated hereunder.

3. It has the full legal right, capacity and authority to enter into the Transaction Documents.

4. It has the corporate power, consents, approvals, and authority to execute and deliver the terms and provisions of this Agreement; and has taken all necessary corporate actions to authorize the execution and delivery by it of this Agreement.

5. The execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby do not violate or conflict with any provision of its constitutional documents or applicable Laws or any court order, judgment, injunction, award, decree or writ of any court or the Governmental Authority against, or binding upon the Purchaser.

6. It is not subject to any insolvency proceedings with respect to any part or all its assets.

7. It is a foreign owned and controlled company as per downstream norms specified under the Foreign Exchange Management (Non-debt Instruments) Rules, 2019.

SCHEDULE XI | INDEMNITIES

1. The Sellers shall have no liability in respect of any claim which is based on any liability which is contingent until such contingent liability becomes an actual liability.

2. No warranty is made as to any projections, opinions or forecasts of the Company or the Business.

3. Purchaser shall not be entitled to recover Loss, damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same claim.

4. The Indemnifying Party shall not be liable for any indirect or consequential losses.

5. Time Limits

   (a) In order to be indemnified under Clause 7 (*Indemnity*), the Indemnified Parties must make a claim:

      (i) with respect to an Indemnity Claim for ON Mauritius in relation to (a) Part A of Schedule IV (*ON Fundamental Warranty*), no later than (x) 11 (Eleven) years from the Closing Date, or (y) 3 (three) years from the time the Company ceases to exist under applicable Law, whichever is earlier; (b) Part B of Schedule IV (*ON Tax Warranties*), no later than 7 (Seven) years from the end of the financial year in which Closing occurs;

      (ii) with respect to an Indemnity Claim for Pickrr Holding in relation to Part A of Schedule V (*Pickrr Holding Fundamental Warranty*), no later than (x) 11 (Eleven) years from the Closing Date, or (y) 3 (three) years from the time the Company ceases to exist under applicable Law, whichever is earlier;

      (iii) with respect to an Indemnity Claim for Amicus solely in relation to Part A of Schedule VI (*Amicus Fundamental Warranties*), no later than (x) 11 (Eleven) years from the Closing Date, or (y) 3 (three) years from the time the Company ceases to exist under applicable Law, whichever is earlier;

      (iv) with respect to an Indemnity Claim for IIFL solely in relation to Part A of Schedule VII (*IIFL Fundamental Warranties*), no later than (x) 11 (Eleven) years from the Closing Date, or (y) 3 (three) years from the time the Company ceases to exist under applicable Law, whichever is earlier;

      (v) with respect to an Indemnity Claim for Ananta Sellers solely in relation to Part A of Schedule VIII *(Ananta Fundamental Warranties*), no later than (x) 11 (Eleven) years from the Closing Date, or (y) 3 (three) years from the time the Company ceases to exist under applicable Law, whichever is earlier;

      (vi) with respect to an Indemnity Claim for any Other Resident Seller solely in relation to Part A of Schedule IX (*Other Resident Seller Fundamental Warranties*), no later than (x) 11 (Eleven) years from the Closing Date, or (y) 3 (three) years from the time the Company ceases to exist under applicable Law, whichever is earlier.

   (b) There shall be no time limit within which an Indemnified Party must make a claim in case of any Loss arising due to fraud.

(c) Notwithstanding anything to the contrary, in relation to any claim which has been notified by the Indemnified Party to the relevant Seller prior to the expiry of the periods mentioned above, the obligation of the relevant Seller under Clause 7 (*Indemnity*) shall continue with respect to that claim.

6. Monetary limits

(a) The Parties agree with respect to the indemnity obligations of the Indemnifying Parties as follows:

(i) The aggregate liability of ON Mauritius with respect to an Indemnity Claim (for events other than as set out in Part B of Schedule IV (*ON Tax Warranty*), shall not exceed 100% of the Purchase Consideration received by ON Mauritius, provided that, the aggregate liability of ON Mauritius to the Indemnified Party in respect of all Indemnity Claims arising under this Agreement shall not exceed the actual amounts paid by the Purchaser to ON Mauritius under this Agreement;

(ii) The aggregate liability of ON Mauritius with respect to an Indemnity Claim in relation to Part B of Schedule IV (*ON Tax Warranty*), shall not exceed 2.5 times of the applicable tax on the cost of acquisition, as provided in the Final Tax Computation and computed at the applicable tax rate considered in the Final Tax Computation, provided that, the aggregate liability of ON Mauritius to the Indemnified Party in respect of all Indemnity Claims arising under this Agreement shall not exceed the actual amounts paid by the Purchaser to ON Mauritius under this Agreement;

(iii) The aggregate liability of Pickrr Holding with respect to an Indemnity Claim in relation to Part A of Schedule V (*Pickrr Holding Fundamental Warranty*), shall not exceed 100% of the Purchase Consideration received by Pickrr Holding;

(iv) The aggregate liability of any Amicus entity with respect to an Indemnity Claim in relation to Part A of Schedule VI (*Amicus Fundamental Warranties*), shall not exceed 100% of the Purchase Consideration received by such Amicus entity;

(v) The aggregate liability of IIFL with respect to an Indemnity Claim in relation to Part A of Schedule VII (*IIFL Fundamental Warranties*), shall not exceed 100% of the Purchase Consideration received by such IIFL;

(vi) The aggregate liability of Ananta Sellers with respect to an Indemnity Claim in relation to Part A of Schedule IX (*Ananta Fundamental Warranties*), shall not exceed 100% of the Purchase Consideration received by such Ananta Seller;

(vii) The aggregate liability of each Other Resident Seller with respect to an Indemnity Claim in relation to Part A of Schedule VIII (*Other Resident Seller Fundamental Warranties*) respectively, shall not exceed 100% of the Purchase Consideration received by such Other Resident Seller;

(b) Notwithstanding anything above, there shall be no monetary limit for any claim in the case of fraud of the Sellers.

7. Direct Claims

(a) If any Indemnified Party seeks indemnification under this Agreement, it will, as soon as reasonably practicable (but within 15 (fifteen) Business Days) after such Indemnified Party becomes aware of any Losses or amounts due under Clause 7 (*Indemnity*), give written notice (each, a "**Claim Notice**") to the relevant Seller (i.e. the Indemnifying Party) briefly describing the claim and the Losses or amounts due under Clause 7 (*Indemnity*) for which the Indemnified Party is asserting an indemnification claim ("**Claim**"). The Claim Notice shall set out, to the extent known to the Indemnified Party, facts and documents constituting basis for such Claim Dispute.

(b) If the Indemnifying Party disputes the Claim Notice (a "**Claim Dispute**"), the Indemnifying Party shall, within 30 (thirty) Business Days of the receipt of the Claim Notice, notify the Purchaser of the same by way of a written notice (a "**Claim Dispute Notice**"). The parties to the Claim Dispute shall attempt to amicably resolve the Claim Dispute through discussions within 30 (thirty) Business Days from the date of receipt by the Purchaser of the Claim Dispute Notice. If the Indemnifying Party does not timely dispute the Claim, it shall be deemed to have not accepted the Claim. If the Claim Dispute is not resolved by mutual discussions or if the Indemnifying Party is deemed to have not accepted the Claim, then the Claim Dispute shall be resolved by arbitration in accordance with Clause 9 of this Agreement (*Governing Law and Arbitration*).

8. Third Party Claims

(a) If a claim is made against the Indemnified Party by any third party ("**Third Party Claim**") or if the Indemnified Party receives notice of any potential claim that would be expected to result in a Third Party Claim, and in respect of which the Indemnified Party is entitled to make a claim for indemnification on account of a Loss in accordance with the terms of this Agreement, against the Indemnifying Party, then the Indemnified Party shall notify the Indemnifying Party of such Third Party Claim in writing within 15 (Fifteen) days or such shorter period as may be provided in such notice ("**Third Party Claim Notice**"). The Third Party Claim Notice shall describe in reasonable detail, including all relevant documents and materials which the Indemnified Party may have received in this regard and specifying the amount claimed. Notwithstanding the foregoing, if the Third Party Claim Notice is not delivered within the abovementioned time period, the Indemnifying Party shall not be relieved of its indemnity obligations, except and only to the extent the Losses are increased due to such delay or where the failure to give timely notice results in the actual forfeiture of substantive defences by the Indemnifying Party.

(b) Upon receipt of the Third Party Claim Notice, the Indemnifying Party shall be entitled to assume defence of such Third Party Claim, provided it notifies to the Indemnified Party within 30 (thirty) days of the receipt of the Third Party Claim Notice that it would assume defence of the Third Party Claim and such notice also confirms that it shall keep the Indemnified Party(ies) appropriately informed of matters pertaining to such actions and consult the Indemnified Party(ies) in good faith with respect to the conduct of such defence. The Indemnified Party shall give or cause to be given to the Indemnifying Parties all such assistance and information as the Indemnifying Party may reasonably require in (i) avoiding, disputing, resisting, settling, compromising, defending or appealing any such Third Party Claim; and (ii) enforcing against a person the rights of the Indemnified Party in relation to the matter. Provided however, the Indemnifying Sellers shall not be entitled to assume the defence of any Third Party Claim if such Third Party Claim: (a) pertains to any matter which is subject to criminal liability or proceedings, or (b) seeks an injunction or equitable relief against any Indemnified Party. Upon assuming the defence of the Third Party Claim as aforesaid, the Indemnifying Party shall be entitled take such action, at its own cost and expense with respect to such Third Party Claim, in such manner as they deem fit. Notwithstanding the foregoing, it is agreed that the Indemnifying Party shall not consent to entry of any judgment or enter into any settlement without the prior written approval of the Indemnified Party, unless (i) such judgement or settlement solely results in a monetary implication which shall be paid by the Indemnified Party, or (ii) the terms of the judgment or proposed compromise or settlement includes as an unconditional term thereof the giving to the Indemnified Party of a full, complete and unconditional release from all liability or obligations in respect of such Third Party Claim, or (iii) there is no finding or admission of any violation by the Indemnified Party, and correspondingly there is no conditions or obligations imposed on the Indemnified Party.

(c) In relation to any Third Party Claim, if (i) the Indemnifying Party does not assume control of such Third Party Claim within a period of 30 (Thirty) Business Days from the date of receipt of the Third Party Claim Notice and does not inform the Indemnified Party of its choice regarding whether or not it wishes to assume control of the Third Party Claim, or (ii) such Third Party Claim is one which satisfies the conditions mentioned in para (b) above where the Indemnifying Party is not entitled to assume defence; the Indemnified Parties may take such action (including legal proceedings, settlement and appointing independent legal counsel, at their own cost) as they deem necessary. Provided that, the Indemnified Party shall keep the Indemnifying Party informed regarding progress with respect to such Third Party Claim.

9. If the Indemnifying Party pays an amount to the Indemnified Party in discharge of any indemnification obligation under this Agreement and the Indemnified Parties subsequently recover a sum which is directly referable to the subject matter of the indemnification obligation hereunder, including any adjustment against such sum, then the Indemnified Parties shall refund to the Indemnifying Parties, an amount which is the lesser of (i) such amounts received by it from such third party which is directly referable to the subject matter of the indemnification obligation (whether currently or subsequently) (after deducting costs or expenses incurred by the Indemnified Parties for recovering such amount); and (ii) the amounts paid by the Indemnifying Party to the Indemnified Party in discharge of its indemnification obligation under this Agreement, in each case along with any interest received from the third party on a proportionate basis, within 7 (seven) days of receiving such amounts.

10. The Seller will not be liable in respect of any indemnity claim if and to the extent that, the Losses, in respect of such indemnity claim has been recovered by the Indemnified Parties under another indemnity claim made pursuant to this Agreement or under any insurance or otherwise.

11. The indemnification rights of the Indemnified Parties under Clause 7 (*Indemnity*) shall be the sole monetary remedy in relation to the matters covered under Clause 7 (*Indemnity*).

12. Subject to the provisions of paragraph 8 above, in the event the Indemnifying Party makes any payment to the Indemnified Party hereunder, the same shall be grossed up to take into account any Taxes (as applicable), payable by the Indemnified Party, or deductible by the Indemnifying Party, on such payment basis the tax advice obtained from a Big Four Accounting Firm appointed by the Indemnifying Party (after obtaining prior approval of the Indemnified Party) and shall leave the Indemnified Party with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding or pay such Taxes. Further, in case basis the tax advice obtained from a Big Four Accounting Firm, no such Taxes are payable by the Indemnified Party, or deductible by the Indemnifying Party, and subsequently, if any claim is made against the Indemnified Party or if the Indemnified Party receives notice of any potential claim for such Taxes then the Indemnifying Party shall immediately within a period of 10 (ten) days make the payment of such grossed-up Tax amount to the Indemnified Party.

13. To the extent the payment by the Indemnifying Party of any indemnification payment pursuant to the provisions under Clause 7 (*Indemnity*) is subject to receipt of governmental approvals (if required), the Indemnifying Party shall be responsible to make all applications and take all steps required to obtain the same, provided the Indemnified Party provides reasonable assistance and information required in this regard. The Indemnifying Party, however, agrees that if such governmental approvals are not granted by the relevant governmental authority, the Indemnified Party shall have the option, to be exercised in its sole discretion, to nominate another Person to whom the moneys payable to the Indemnified Party shall be remitted by the Indemnifying Party.

SCHEDULE XII | CP SATISFACTION CERTIFICATE

Date:

To,

BigFoot Retail Solutions Private Limited,
Plot No B, Khasra-360, Sultanpur,
M.G. Road, New Delhi-110030

Re: Share purchase agreement dated [●] executed by and amongst BigFoot Retail Solutions Private Limited, the Company, and the Sellers (the "**Agreement**").

Sirs,

In this certificate, all capitalized terms used but not defined shall have the meaning given to them under the Agreement.

In terms of Clause 3.2.1 of the Agreement, the Company (or the Seller (*to be amended as applicable*) hereby certifies and confirms that:

1. the representations and warranties of the Seller contained in Part [●] of Schedule [●] are true and accurate;

2. the Transaction Documents (to which the Seller is a party) have been executed and there has been no breach by a Seller of his/its respective representations and warranties;

3. all other First Closing Conditions Precedent have been duly completed.

Documentary evidence of the completion of the First Closing Conditions Precedent have been enclosed herein.

Yours sincerely,

____

For [Pickrr Technologies Private Limited / Seller]

SCHEDULE XIII | CLOSING DATE ACTIONS

PART A | FIRST CLOSING DATE ACTIONS

For the purpose of this Schedule XIV (*Closing Date Actions*), references to "**Closing Date**", "**Sale Shares**" and "**Sellers**" shall be deemed to be references to the First Closing Date, First Closing Sale Shares and First Closing Sellers.

1. Each of ON Mauritius and Pickrr Holding shall deliver their respective Final Tax Computation to the Purchaser.

2. Each of ON Mauritius and Pickrr Holding shall have delivered to the Purchaser their respective 281 Report, issued by a Big Four Accounting Firm.

3. With respect to Sale Shares of ON Mauritius and Pickrr Holding, the Purchaser shall e-file the form 15CA and form 15CB as per the provisions of the IT Act, which shall be in the form agreed with ON Mauritius and Pickrr Holding respectively and deliver copies of such forms to ON Mauritius and Pickrr Holding respectively.

4. Each Seller and the Company shall have delivered a closing certificate to the Purchaser stating that (i) their respective representations and warranties provided by them as on the Effective Date and as on the relevant Closing Date, is true and correct; and (ii) no Material Adverse Effect has occurred.

5. The Purchaser shall issue irrevocable instructions to its bank to transfer the Purchase Consideration in relation to the Sellers, net of Agreed Withholding Taxes, to the Sellers, by way of wire transfer to the bank account of the Sellers, as set out in Part A of Schedule II (*Details of Sale Shares*) hereto;

6. The Purchaser shall submit to the Board, duly executed and stamped share transfer forms in relation to the purchase of the Sale Shares (for the Sale Shares in physical form);

7. Each Seller (whose Sale Shares are in dematerialised form) shall deliver to its depository participant the duly executed irrevocable instructions for crediting the depository account of the Purchaser (the details of which shall have been notified by the Purchaser to the Sellers in writing prior to the First Closing Date) with the respective Sale Shares, as set out in Part A, Schedule II. Upon credit of the respective Sale Shares into the depository account of the Purchaser on the First Closing Date, a meeting of the Board, as stated in paragraph 8 below shall be convened.

8. A meeting of the Board shall be convened to pass the following resolutions, and a copy thereof certified by a director of the Company shall be delivered to the Purchaser:

   (a) for taking on record the transfer and sale of the Sale Shares from the Sellers to the Purchaser;

   (b) authorizing the officers of the Company to endorse share certificates in relation to the Sale Shares to the Purchaser (for Sale Shares in physical form);

   (c) to enter the name of the Purchaser in the register of members of the Company (maintained in Form MGT-1 (as set out in the Companies (Management and Administration) Rules, 2014) and register of beneficial owners maintained by the depository in respect of the Sale Shares;

(d) duly take on record the resignation of all the existing directors by the relevant Sellers and Promoters and appoint directors nominated by the Purchaser;

(e) authorise signatories from the Purchaser to be the signatories of all the existing bank accounts of the Company and cancel authorisations provided to all the existing employees/promoters of the Company, if so required by the Purchaser which shall be notified to the Company at least 5 (five) Business Days prior to the Closing Date.

9. the Company shall issue duly endorsed share certificates in respect of the Sale Shares to the Purchaser;

10. the Shareholders' Agreement shall be terminated and shall cease to have any effect on and from the First Closing Date;

11. the Company shall have completed the actions in relation to the Promoters SPA first closing date as mentioned under the Promoters SPA and the first closing under the Promoters SPA shall happen simultaneously with the First Closing;

12. IIFL shall collect a tax collected at source ("**TCS**") amount of 0.1% (on the respective Purchaser Consideration received by it over and above INR 50 lakhs) under Section 206C(1H) of the IT Act from the Purchaser, which TCS shall be over and above the Purchase Consideration payable to IIFL and amounting to INR 8,81,047 (assuming that there will be no adjustment to the Purchase Consideration for IIFL for the Adjustment Amount).

PART B | SUBSEQUENT CLOSING DATE ACTIONS

For the purpose of this Schedule XIV *(Closing Date Actions)*, references to "**Closing Date**", "**Sale Shares**", **Purchase Consideration**" and "**Sellers**" shall be deemed to be references to the Subsequent Closing Date, Subsequent Closing Sale Shares, Subsequent Closing Purchase Consideration and Subsequent Closing Sellers.

1. Each Sellers shall have delivered a closing certificate to the Purchaser stating that their respective representations and warranties provided by them as on the Effective Date and as on the relevant Closing Date, is true and correct.

2. The Purchaser shall issue irrevocable instructions to its bank to transfer the Purchase Consideration in relation to the Sellers, net of Agreed Withholding Taxes, to the Sellers, by way of wire transfer to the bank account of the Sellers, as set out in Part A of Schedule II hereto (*Details of Sale Shares*);

3. The Purchaser shall submit to the Board, duly executed and stamped share transfer forms in relation to the purchase of the Sale Shares (for the Sale Shares in physical form);

4. Each Seller (whose Sale Shares are in dematerialised form) shall deliver to its depository participant the duly executed irrevocable instructions for crediting the depository account of the Purchaser (the details of which shall have been notified by the Purchaser to the Sellers in writing prior to the First Closing Date) with the respective Second Closing Sale Shares, as set out in Part A of Schedule II . Upon credit of the respective Second Closing Shares into the depository account of the Purchaser on the Subsequent Closing Date, a meeting of the Board, as stated in paragraph 8 below shall be convened.

5. A meeting of the Board shall be convened to pass the following resolutions, and a copy thereof certified by a director of the Company shall be delivered to the Purchaser:

   (a) for taking on record the transfer and sale of the Sale Shares from the Sellers to the Purchaser;

   (b) authorizing the officers of the Company to endorse share certificates in relation to the Sale Shares to the Purchaser (for Sale Shares in physical form);

   (c) to enter the name of the Purchaser in the register of members of the Company (maintained in Form MGT-1 (as set out in the Companies (Management and Administration) Rules, 2014) and register of beneficial owners maintained by the depository in respect of the Sale Shares;

6. the Company shall issue duly endorsed share certificates in respect of the Sale Shares to the Purchaser;

SCHEDULE XIV | TARGET NWC AND NET CASH

Adjusted working capital		
INR in million	**30-Apr-22**	**31-May-22**
Trade receivables	**314**	
Unbilled revenue	**222**	
COD receivable	94	
Advance income tax	18	
Prepaid expenses	16	
Security deposits	10	
Balance with statutory authorities (mainly GST input)	31	
Less: Provision	(4)	
Interest accrued on fixed deposits	0	
Advance recoverable in cash/Kind	-	
MAT credit	-	
Others	-	
Other assets	**166**	
Trade payables	**(393)**	
COD payable	(321)	
Expense payable	(22)	
Statutory dues payable	(4)	
Provision for income tax	-	
Provision for employee benefits - Gratuity	(9)	
Provision for employee benefits - Leave liability	(6)	
Provision for employee benefits - Bonus	-	
Advance from customer	-	
Payable to employees	(7)	
Other payables	(22)	
Other liabilities and provisions	**(392)**	
Reported working capital	**(83)**	
VDD adjustments		
COD payables (net of COD receivables)	228	
COD payable	321	
COD receivable	(94)	
Trade payables aged > 180 days	36	
Unfunded gratuity and leave encashment obligation	15	
Trade receivable corresponding COD payable	-	
Payable to customers aged > 180 days	5	
Right sizing of credit notes for shipping revenue	(24)	
Right sizing of credit notes for shipping cost	18	
Incremental provision for bad and doubtful debts		
Advance income tax / MAT	(18)	
Interest accrued on fixed deposits	(0.2)	
Input GST Credit on Investment banking and other advisory fee	30	
Subtotal of VDD adjustments	**289**	
VDD adjusted NWC	**206**	
Trade receivables	420	
Unbilled revenue	222	
Other assets	84	
Trade payables	(339)	
Other liabilities and provisions	(180)	
Adjusted working capital	**206**	

Adjusted Net Cash (see table below)	-40	
	166.5	
Adjustment	**33.5**	

Adjusted net cash		
INR in million	**30-Apr-22**	**31-May-22**
Reported net cash	**233**	
Adjustments		
Book Value of mutual funds	250	
Mark to market gains on mutual funds	4	
Advance tax (net of provision for income tax)	18	
Accrued interest on fixed deposits	0.2	
COD payables (net of COD receivables)	(228)	
Unidentified COD payables	-	
Payable to customers aged > 180 days	(5)	
Trade payables aged > 180 days	(36)	
Unfunded gratuity and leave encashment obligation	(15)	
Investment banking fee payable	(177)	
Other advisory fee	(22)	
Stamp Duty on Transaction (subject to not exceeding INR 2 mn)	(2.0)	
Direct and indirect tax liabilities	(1)	
ESOP liability		
Expected EBITDA Burn for May-22	(60)	
Audit adjustments		
Subtotal of adjustments	**(273)**	
Adjusted net cash	**(40)**	

SCHEDULE XV | NOTICES

1. Notice to the Company shall be delivered as follows:

Name	:	**Pickrr Technologies Private Limited**
Address	:	Third Floor, 448A Enkay Square, Udyog Vihar, Ph-5 Gurgaon, Haryana-122022
Attention	:	Mr. Rhitiman Majumder
Email	:	rhitiman@pickrr.com

2. Notice to the Purchaser shall be delivered as follows:

Name	:	**BigFoot Retail Solutions Private Limited**
Address	:	Plot No- B, Khasra No- 360, Sultanpur, New Delhi- 110030
Attention	:	Saahil Goel and Tanmay Kumar
Email	:	saahil.goel@shiprocket.com, tanmay.kumar@shiprocket.com

3. Notice to the Sellers shall be delivered as follows:

Name	:	**ON Mauritius**
Attention	:	The Board
Address	:	Sanne House, Bank Street, TwentyEight CyberCity, Ebène 72201, Mauritius
Email	:	onmauritius@sannegroup.com

Name	:	**Pickkr Holdings LLC**
Attention	:	Iain Shovlin
Address	:	12B, Faena House, 3315 Collins Avenue, Miami Beach FL USA 33140
Email	:	legal@guildcap.com

Name	:	**Amicus Capital Private Equity I LLP**
Attention	:	Mr. Sunil Theckath Vasudevan
Address	:	4th Floor, Rocklines House, 9/1 Museum Road, Bangalore–560 001
Email	:	sunil@amicuscapital.in

Name	:	**Amicus Capital Partners India Fund I**
Attention	:	Mr. Mahesh Parasuraman
Address	:	c/o Amicus India Capital Partners LLP, 3rd Floor, Rocklines House 9/1 Museum Road, Bangalore–560 001
Email	:	mahesh@amicuscapital.in

Name	:	**IIFL Seed Ventures Fund-Series 2**
Attention	:	Nidhi Ghuman
Address	:	6th Floor, IIFL Centre, Kamala Mill Compound, S.B. Marg, Lower Parel, Mumbai 400 013
Email	:	iiflpe@iiflw.com, nidhi.ghuman@iiflw.com

Name	:	**Jyotiprasad Taparia, Sanjeev Kumar Taparia, Ashutosh Taparia, Anjali Keshav Biyani, Nidhi Vishvanshu Agarwal**
Attention	:	Lovkesh Kapoor
Address	:	C-390, Sushant Lok, Phase-1, Chakkarpur, Gurgaon, Haryana-122002

Email : lkapoor@anantacapital.in

Name : **Shashank Kabra**
Attention : Shashank Kabra
Address : D-1402, Salarpuria Serenity, Sector 7, HSR Layout, Bangalore-560102
Email : shashank.kabra@gmail.com

Name : **Prashan Agarwal**
Attention : Prashan Agarwal
Address : EH-4/005Eldeco Utopia Sector 93a Noida, Uttar Pradesh – 201301
Email : prashan.agarwal@yahoo.com

Name : **Sanjiv Gupta**
Attention : Sanjiv Gupta
Address : G-602, Pearl Gateway Tower, Sector-44, Noida, UP – 201301
Email : guptasanjiv4900@gmail.com

Name : **Karan Talwar**
Attention : Karan Talwar
Address : W-80, GK-II, New Delhi- 110048
Email : kartalwar@gmail.com

Name : **Rakesh Talwar HUF**
Attention : Rakesh Talwar
Address : W-80, GK-II, New Delhi- 110048
Email : rakeshtalwar@bnt-talbros.com

Name : **Vidur Parashar**
Attention : Vidur Parashar
Address : D-119, Defence Colony, New Delhi- 110024
Email : vidurparashar@gmail.com

Name : **Palaash Ventures Private Limited**
Attention : Tapesh Virendra Singhi
Address : 38, 1st Floor, Okhla Industrial Estate III, New Delhi -110020
Email : tapesh@palaashventures.com

Name : **Ashok Kumar Jain**
Attention : Ashok Kumar Jain
Address : A-32, Rau Bypass Road, Opposite Truba College New York City Indore – 452012
Email : krasva_2006@yahoo.com

Name : **Vaibhav Deshwal**
Attention : Vaibhav Deshwal
Address : RS- IV, 9/2, Sachivalaya Colony, Jankipuram, Lucknow, UP- 226021
Email : vabhdman@gmail.com

Name : **Deepankar Madaan**
Attention : Deepankar Madaan
Address : 1630 Sector 8, Faridabad, Haryana 121006
Email : deepankar@pickrr.com

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered

For and on behalf of ON Mauritius

DRajabalee

By: Dilshaad Rajabalee

Title: Director

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered

For and on behalf of PICKRR HOLDING LLC

____

By: Iain Shovlin

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. SANJEEV KUMAR TAPARIA

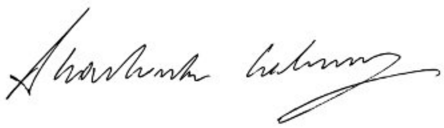
SANJEEVK UMAR TAPARIA

Digitally signed by SANJEEVKUMAR TAPARIA
Date: 2022.06.09 13:26:34 +05'30'

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. SHASHANK KABRA



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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. VIDUR PARASHAR

____

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. PRASHAN AGARWAL

Prashan

____

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. SANJIV GUPTA

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. VAIBHAV DESHWAL

Vaibhav Deshwal

____

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered

For and on behalf of **PICKRR TECHNOLOGIES PRIVATE LIMITED**

Pickrr Technologies Private Limited Gurugram (HR)

By:

Title:

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. DEEPANKAR MADAAN

Deepankar

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement the day and year first above written.

Signed and delivered for and on behalf of

BigFoot Retail Solutions Private Limited

____

Name: Saahil Goel
Title: CEO & Director

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered

For and on behalf of PALAASH VENTURES PRIVATE LIMITED

Tapesh Virendra Singhi

Digitally signed by Tapesh Virendra Singhi
Date: 2022.06.09 20:50:44 +05'30'

____

By: Tapesh Virendra Singhi

Title: Director

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. KARAN TALWAR

____

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered

For and on behalf of **RAKESH TALWAR HUF**

For RAKESH TALWAR HUF

KARTA

____

By:

Title:

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MS. NIDHI VISHVANSHU AGARWAL

NIDHI VISHWANSHU AGARWAL

Digitally signed by NIDHI VISHWANSHU AGARWAL
Date: 2022.06.09 13:23:45 +05'30'

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered

For and on behalf of AMICUS CAPITAL PARTNERS INDIA FUND I

____

By: Sunil Theckath Vasudevan

Title: Authorised Signatory

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered

For and on behalf of AMICUS CAPITAL PRIVATE EQUITY I LLP

____

By: Sunil Theckath Vasudevan

Title: Authorised Signatory

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MS. ANJALI KESHAV BIYANI

ANJALI KESHAV BIYANI

Digitally signed by ANJALI KESHAV BIYANI
Date: 2022.06.09 13:18:55 +05'30'

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. ASHOK KUMAR JAIN

Ashok Kumar Jain

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IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. ASHUTOSH TAPARIA

ASHUTOSH TAPARIA Digitally signed by ASHUTOSH TAPARIA Date: 2022.06.09 13:10:01 +05'30'

____

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered

For and on behalf of IIFL SEED VENTURES FUND- SERIES 2

Nidhi

____

By: Nidhi Ghuman

Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement on the day and year first above written.

Signed and delivered by

MR. JYOTIPRASAD TAPARIA

JYOTIPRASAD TAPARIA

Digitally signed by JYOTIPRASAD TAPARIA
Date: 2022.06.09 13:14:41 +05'30'