सत्यमेव जयते

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Government of National Capital Territory of Delhi

₹200

e-Stamp

Certificate No.	:	IN-DL61181792218585U
Certificate Issued Date	:	16-Jul-2022 02:51 PM
Account Reference	:	IMPACC (IV)/ dl949103/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL94910304909605950346U
Purchased by	:	Bigfoot Retail Solutions Private Limited
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Bigfoot Retail Solutions Private Limited
Second Party	:	Not Applicable
Stamp Duty Paid By	:	Bigfoot Retail Solutions Private Limited
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE ENCLOSED AGREEMENT

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Certificate No.	:	IN-DL61181610220367U
Certificate Issued Date	:	16-Jul-2022 02:51 PM
Account Reference	:	IMPACC (IV)/ dl949103/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL94910304910091474540U
Purchased by	:	Bigfoot Retail Solutions Private Limited
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Bigfoot Retail Solutions Private Limited
Second Party	:	Not Applicable
Stamp Duty Paid By	:	Bigfoot Retail Solutions Private Limited
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Please write or type below this line

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INDIA NON JUDICIAL

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Certificate No.	:	IN-DL61207181551748U
Certificate Issued Date	:	16-Jul-2022 03:25 PM
Account Reference	:	IMPACC (IV)/ dl949103/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL94910304850926650165U
Purchased by	:	Bigfoot Retail Solutions Private Limited
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Bigfoot Retail Solutions Private Limited
Second Party	:	Not Applicable
Stamp Duty Paid By	:	Bigfoot Retail Solutions Private Limited
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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IN-DL61207181551748U

Please write or type below this line

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AMENDMENT TO SHARE PURCHASE AGREEMENT

BETWEEN

SELLERS

AND

PURCHASERS

AND

COMPANY

September 29, 2022

THIS AMENDMENT AGREEMENT IS EXECUTED ON SEPTEMBER 29TH, 2022 (THE "AMENDMENT AGREEMENT") AMONGST:

1. **ARVIND INTERNET LIMITED**, a private limited company incorporated under the Companies Act, 1956 and whose registered office is at Final Plot No. 10, Arvind Limited Premises, Naroda Road, Ahmedabad, Gujarat - 380025, with CIN number U72400GJ2013PLC074576 (hereinafter referred to as "**Company**", which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include its successors and permitted assigns);

   And

2. **ARVIND LIMITED,** a private limited company incorporated under the Companies Act, 1956 and whose registered office is at Final Plot No. 10, Arvind Limited Premises, Naroda Road, Ahmedabad, Gujarat - 380025, with CIN number U72400GJ2013PLC074576 (hereinafter referred to as "**Promoter**", which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include its successors and permitted assigns);

   And

3. **THE PERSONS MENTIONED IN PART A OF SCHEDULE 1** (hereinafter referred to as the "**Individual Sellers**", which expression shall, unless it be repugnant to the subject or context, be deemed to mean and include his/ her legal heirs, executors, successors in interest and permitted assigns);

   And

4. **BIGFOOT RETAIL SOLUTIONS PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 1956 and whose registered office is at Plot No- B, Khasra No - 360 Sultanpur Delhi, South Delhi, Delhi – 110030 (hereinafter referred to as "**Purchaser**", which expression shall, unless it be repugnant to the context or meaning, be deemed to mean and include its successors and permitted assigns);

In this Amendment Agreement, the Promoter and the Individual Sellers are collectively referred to as "**Sellers**" and individually as a "**Seller**". The Sellers, the Purchaser and the Company are collectively referred to as the "**Parties**" and individually as a "**Party**".

Whereas:

A. The Parties had entered into the share purchase agreement dated July 19, 2022 (the "**Agreement**" or "**SPA**").

B. Basis mutual discussions between them, the Parties now intend to amend the terms of the Agreement as provided under this Amendment Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, undertakings and mutual agreements contained in this Amendment Agreement and other good and valuable consideration (the adequacy of which is hereby mutually acknowledged), each Party hereby agrees as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1. Unless the context otherwise requires or unless otherwise defined or provided for herein, capitalized words and expressions used herein shall have the same meaning as attributed to them under the Agreement. The rules of interpretation applicable in the Agreement shall mutatis mutandis apply to this Amendment Agreement.

1.2. In the event of any inconsistency between the provisions of this Amendment Agreement and any surviving provisions of the Agreement, the provisions of this Amendment Agreement shall prevail.

2. **AMENDMENTS**

2.1. The definition of "Agreed Cash" under Clause 1.1 (Definitions) shall be deleted in entirety and replaced with the following:

> " "***Agreed Cash***" *means an amount of INR 10,12,65,000 (Indian Rupees Ten Crores Twelve Lakhs and Sixty Five Thousand only), which shall be retained in the Company on the Closing Date. It is hereby agreed by and between the Parties that any increase or decrease in the actual cash balances of the Company as of the Closing Date due to the business operations of the Omuni Business till the Closing Date shall not result in the amount mentioned above being adjusted;*"

2.2. The definition of "Base Price" under Clause 1.1 (Definitions) shall be deleted in entirety and replaced with the following:

> " "***Base Price***" *means an amount of INR 148,88,10,830 (Indian Rupees One Hundred and Forty Eight Crore Eighty Eight Lakhs Ten Thousand Eight Hundred and Thirty only)*"

2.3. Schedule 1 (*Seller Details*) of the Agreement shall stand deleted in entirety and replaced with Annexure I of this Amendment Agreement.

2.4. Para 6 of Schedule 4 (*Conditions Precedent*) shall be deleted in entirety and replaced with the following:

> "*7. The Company and the Promoter shall provide duly executed copies of the employment agreement between the Company and key employees namely Shanthimatha J Shetty, Sumeet Chandhok, Vikas Agarwal and Deepa Shukla, mutually agreed between the Company, the CEO and the Promoter in a form and manner agreeable to the Purchaser;*"

2.5. Para 11 of Schedule 4 (*Conditions Precedent*) shall be deleted in entirety and replaced with the following:

> "*8. The Company and the Promoter shall provide to the Purchaser, consent (in a form and manner agreeable to the Purchaser) of all employees of the Company (except the CEO) (immediately prior to the Closing Date) to whom any stock options have been granted (whether vested or not) for cancellation of the ESOP Plan and all stock options granted thereunder in lieu of stock options of the Purchaser, the quantum and manner of which shall be agreed between the Parties.*"

2.6. The following para shall be included in the Agreement as Clause 4A:

> "*4A. The employment agreement between the Company and the CEO shall be executed, in a form and manner agreeable to the Purchaser;*"

2.7. The following para shall be included in the Agreement as Clause 4B:

"4B. The consent (in a form and manner agreeable to the Purchaser) of the CEO for cancellation of the ESOP Plan and all stock options granted thereunder in lieu of stock options of the Purchaser, the quantum and manner of which shall be agreed between the Parties, shall have been provided to the Purchaser."

2.8. The following para shall be included in the Agreement as Clause 7.6.:

"7.6. Within 30 (thirty) Business Days from the Closing Date, the Promoter shall ensure completion of establishment of accounts in the name of the Company, with respect to maintaining employee benefit plans for the employees of the Company and ensure transfer of the corresponding balances with respect to such employee benefit plans from the Promoter to the Purchaser."

3. The Parties hereby acknowledge that the Long Stop Date under the Agreement was September 30, 2022 or any other day as may be mutually agreed by the Purchaser and the Company. Therefore, the Purchaser and the Company, vide this Amendment Agreement, now have mutually agreed to extend the Long Stop Date to October 30, 2022.

4. This Amendment Agreement shall become effective and binding on the Parties on and from September 29, 2022 and shall be co-terminus with the Agreement.

5. The Agreement along with this Amendment Agreement shall always be read as a whole and constitute the entire understanding among the Parties.

6. In case of any conflict between the provisions of the Agreement and the Amendment Agreement, the provisions of this Amendment Agreement shall prevail over the provisions of the Agreement.

7. The provisions of Clause 13.12 (*Governing Law*), Clause 13.11 (*Dispute Resolution*) and Clause 11 (*Confidentiality*) shall apply mutatis mutandis to this Amendment Agreement.

[Signature pages follow]

IN WITNESS WHEREOF the Parties have signed and executed this Amendment Agreement through their duly authorized representatives on the date, day and year hereinabove written.

For and on behalf of the **Purchaser**
Name: Saahil Goel
Designation: CEO & Director

IN WITNESS WHEREOF the Parties have signed and executed this Amendment Agreement through their duly authorized representatives on the date, day and year hereinabove written.

Digitally signed by JAYESH KANTILAL SHAH
DN: c=IN, o=Personal, postalCode=380054,
st=Gujarat,
serialNumber=D1911A570EEF6035C6D7E08F950DB59151624766896FB00D8EDDCFF4B1CEA1E3, cn=JAYESH KANTILAL SHAH

For and on behalf of the **Company**
Name:
Designation:

IN WITNESS WHEREOF the Parties have signed and executed this Amendment Agreement through their duly authorized representatives on the date, day and year hereinabove written.

For ARVIND LIMITED

Digitally signed by JAYESH KANTILAL SHAH
DN: c=IN, o=Personal, postalCode=380054,
st=Gujarat,
serialNumber=D1911A570EEF6035C6D7E08
F950DB59151624766896FB00D8EDDCFF4B1
CEA1E3, cn=JAYESH KANTILAL SHAH

DIRECTOR

For and on behalf of the **Arvind Limited**

Name:
Designation:

IN WITNESS WHEREOF the Parties have signed and executed this Amendment Agreement through their duly authorized representatives on the date, day and year hereinabove written.

For and on behalf of the **Mr. RV Bhimani Nominee of Arvind Limited**
Name:
Designation:

IN WITNESS WHEREOF the Parties have signed and executed this Amendment Agreement through their duly authorized representatives on the date, day and year hereinabove written.

Desai

____

For and on behalf of the **Mr. Devanshu S. Desai Nominee of Arvind Limited**

Name:

Designation:

IN WITNESS WHEREOF the Parties have signed and executed this Amendment Agreement through their duly authorized representatives on the date, day and year hereinabove written.

____

For and on behalf of the **Mr. Jayesh N. Thakkar Nominee of Arvind Limited**

Name:

Designation:

IN WITNESS WHEREOF the Parties have signed and executed this Amendment Agreement through their duly authorized representatives on the date, day and year hereinabove written.

For and on behalf of the **Mr. Rohit Jani Nominee of Arvind Limited**
Name:
Designation:

IN WITNESS WHEREOF the Parties have signed and executed this Amendment Agreement through their duly authorized representatives on the date, day and year hereinabove written.

Bharat P. Patel

For and on behalf of the **Mr. Bharat Patel Nominee of Arvind Limited**
Name:
Designation:

IN WITNESS WHEREOF the Parties have signed and executed this Amendment Agreement through their duly authorized representatives on the date, day and year hereinabove written.

For and on behalf of the **Mr. Dinesh Oza Nominee of Arvind Limited**
Name:
Designation:

ANNEXURE I

"SCHEDULE 1 | SELLER DETAILS

Sr. No.	***Name of the Sellers***	***Number of Sale Shares***	***% of the share capital***	***Bank Details***	***Purchase Amount in INR (based on Base Price and Agreed Cash amount as per the definition)***
1.	*Arvind Limited*	*18,53,57,254*	*99.9929 %*	- *Name of the Bank: HDFC Bank* - *Branch: Navrangpura, Ahmedabad* - *Account number: 00060310000020*	*159,00,55,705 (Cash and Shiprocket Equity Shares)*
2.	*Mr. RV Bhimani (Nominee of Arvind Limited)*	*46*	*0.0001%*	- *Name of the Bank: HDFC Bank* - *Branch: Navrangpura, Ahmedabad* - *Account number: 00060310000020*	*396.60 (Cash consideration)*
3.	*Mr. Devanshu S. Desai (Nominee of Arvind Limited)*	*460*	*0.0001%*	- *Name of the Bank: HDFC Bank* - *Branch: Navrangpura, Ahmedabad* - *Account number: 00060310000020*	*3946.03 (Cash consideration)*
4.	*Mr. Jayesh N. Thakkar (Nominee of Arvind Limited)*	*460*	*0.0001%*	- *Name of the Bank: HDFC Bank* - *Branch: Navrangpura, Ahmedabad* - *Account number: 00060310000020*	*3946.03 (Cash consideration)*
5.	*Mr. Rohit Jani (Nominee of Arvind Limited)*	*460*	*0.0001%*	- *Name of the Bank: HDFC Bank* - *Branch: Navrangpura, Ahmedabad* - *Account number: 00060310000020*	*3946.03 (Cash consideration)*
6.	*Mr. Bharat Patel (Nominee of Arvind Limited)*	*460*	*0.0001%*	- *Name of the Bank: HDFC Bank* - *Branch: Navrangpura, Ahmedabad* - *Account number: 00060310000020*	*3946.03 (Cash consideration)*
7.	*Mr. Dinesh Oza (Nominee of Arvind Limited)*	*460*	*0.0001%*	- *Name of the Bank: HDFC Bank* - *Branch: Navrangpura, Ahmedabad* - *Account number: 00060310000020*	*3946.03 (Cash consideration)*
	Total	***18,53,59,600***	***100%***		***159,00,75,830***