

Non Judicial



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Date : 21/06/2022

Certificate No. G0U2022F16



GRN No. 91629442



Stamp Duty Paid : ₹ 500

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Pickrr technologies pvt ltd

H.No/Floor : 448a/3rd

Sector/Ward : Na

LandMark : Enkay square udyog vihar ph 5

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 81*****20



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 : 81*****20

Purpose : AGREEMENT

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

SECOND AMENDMENT AGREEMENT

AMONG

**THE PERSONS LISTED IN SCHEDULE I
("SELLERS")**

AND

**BIGFOOT RETAIL SOLUTIONS PRIVATE LIMITED
("PURCHASER")**

AND

**PICKRR TECHNOLOGIES PRIVATE LIMITED
("COMPANY")**

June 21, 2022

AMENDMENT AGREEMENT

This **SECOND AMENDMENT AGREEMENT** to the Promoter SPA ("**Second Amendment Agreement**") is executed on this June 21, 2022 at Gurgaon, Haryana ("**Execution Date**")

BY AND BETWEEN

- (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/ Promoter**" individually and collectively as the "**Sellers/Promoters**", 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:

- (A) On June 09, 2022, the Purchaser, the Sellers and the Company entered into a share purchase agreement for the sale of Sale Shares (*as defined in the Promoter SPA*) by the Sellers to the Purchaser, in three separate and independent tranches of sale in consideration of the payment of the Purchase Consideration (*as defined in the Promoter SPA*) in the manner as set out thereunder, as amended by the amendment agreement dated June 15, 2022 (collectively the "**Promoter SPA**").
- (B) The Parties now intend to amend certain terms and conditions relating to the Promoter SPA and accordingly, have entered into this Second Amendment Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE ADEQUACY OF WHICH ARE HEREBY

MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Words and phrases not defined in this Second Amendment Agreement shall have the same meaning ascribed to them in the Promoter SPA, as the context so requires and shall apply *mutatis mutandis* to this Second Amendment Agreement, unless the context implies otherwise.

1.2. Interpretation

Clause 1.2 of the Promoter SPA shall apply *mutatis mutandis* to this Second Amendment Agreement, unless the context implies otherwise.

2. AMENDMENT OF THE PROMOTER SPA

2.1 The Parties agree that the Promoter SPA and all terms and conditions of the Promoter SPA shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Clause 2. Provisions of Clause 2 of this Second Amendment Agreement shall be read with and in conjunction with the Promoter SPA and all references in the Promoter SPA to “herein” and the “Agreement” or similar terms shall refer to the Promoter SPA as amended hereby.

2.2 Subject to Clause 2.1 above, the Promoter SPA shall be amended to read in its entirety in the manner as provided below:

Part A of Schedule II (*Details of sale shares and base purchase consideration*) of the Promoter SPA shall stand deleted and replaced with Schedule I (*Details of sale shares and base purchase consideration*) of this Second Amendment Agreement.

3. TERM AND TERMINATION

3.1 This Second Amendment Agreement to the Promoter SPA shall become effective and binding on the Parties on and from the Execution Date and shall remain in effect until terminated in accordance with the provisions of Clause 12 of the Promoter SPA.

3.2 This Second Amendment Agreement shall be read in conjunction with the Promoter SPA. In the event of any ambiguity or discrepancy between the provisions of this Second Amendment Agreement and the Promoter SPA, the provisions of this Second Amendment Agreement shall prevail.

3.3 Termination of this Second Amendment Agreement shall not affect a Party’s accrued rights and obligations as on the date of such termination.

- 3.4 Survival: The following provisions shall survive any termination of this Second Amendment Agreement: Clause 1 (*Definitions and Interpretation*), Clause 3 (*Term and Termination*), Clause 4 (*Representations and Warranties*) and Clause 5 (*Miscellaneous*).

4. REPRESENTATION AND WARRANTIES OF THE PARTIES

Each Party represents that it has the power and authority and is competent to enter into and perform its obligations under this Second Amendment Agreement and this Second Amendment Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms of this Second Amendment Agreement.

5. MISCELLANEOUS

Clause 10 (*Governing Law and Arbitration*) of the Promoter SPA has been incorporated in this Second Amendment Agreement by way of reference as if the same has been reproduced in the Second Amendment Agreement in entirety, and the aforementioned clause shall be integral part of the Second Amendment Agreement.

[Remaining part of this page intentionally left blank, schedules follow.]

SCHEDULE I | DETAILS OF SALE SHARES AND PURCHASE CONSIDERATION

PART A | DETAILS OF SALE SHARES AND BASE PURCHASE CONSIDERATION

Seller	Total Sale Shares (Equity Shares)	Total Consideration (in INR)*	First Closing Sale Shares	First Closing Purchase Consideration (in INR)*		Second Closing Sale Shares	Second Closing Purchase Consideration (in INR million)*	Third Closing Sale Shares	Third Closing Purchase Consideration (in INR million)*
				Shiprocket Shares	Cash				
Rhitiman Majumder	3,194	177,21,43,367.88942	2,436	84,64,58,440	50,27,46,785.633499	380	21,20,27,037.01	378	21,09,11,105.24
Gaurav Mangla	3,193	177,21,43,367.88942	2,435	84,67,30,667.84	50,23,35,112.313032	379	21,15,38,793.86	379	21,15,38,793.86
Ankit Kaushik	3,193	177,21,43,367.88942	2,435	84,67,30,667.84	50,23,35,112.313032	379	21,15,38,793.86	379	21,15,38,793.86
Total	9,580	5316430103.66826	7,306	253,99,19,775.68	150,74,17,010.25956	1,138	63,51,04,624.75	1,136	63,39,88,692.97

** The consideration amounts set out in this Schedule are provided on the Base Consideration and may be adjusted in accordance with the terms of the Agreement .*

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

Signed and delivered

For and on behalf of **BIGFOOT RETAIL SOLUTIONS PRIVATE LIMITED**

A circular blue ink stamp for BigFoot Retail Solutions Pvt. Ltd. The text "BIGFOOT RETAIL SOLUTIONS" is curved along the top inner edge, and "PVT. LTD." is curved along the bottom inner edge. A five-pointed star is located at the bottom center of the stamp. A handwritten signature in blue ink is written across the center of the stamp.

By: Saahil Goel
Title: CEO & Director

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

Signed and delivered

For and on behalf of **ANKIT KAUSHIK**

Ankit Kaushik

This signature page forms an integral part of the Second Amendment Agreement entered into between Pickrr Technologies Private Limited, BigFoot Retail Solutions Private Limited, Gaurav Mangla, Ankit Kaushik and Rhitiman Majumder.

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

Signed and delivered

For and on behalf of **GAURAV MANGLA**



This signature page forms an integral part of the Second Amendment Agreement entered into between Pickrr Technologies Private Limited, BigFoot Retail Solutions Private Limited, Gaurav Mangla, Ankit Kaushik and Rhitiman Majumder.

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

Signed and delivered

For and on behalf of **RHITIMAN MAJUMDER**

Rhitima Majumder

This signature page forms an integral part of the Second Amendment Agreement entered into between Pickrr Technologies Private Limited, BigFoot Retail Solutions Private Limited, Gaurav Mangla, Ankit Kaushik and Rhitiman Majumder.

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

Signed and delivered

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



By: *Gaurav Mangla*

Title: *Director*

This signature page forms an integral part of the Second Amendment Agreement entered into between Pickrr Technologies Private Limited, BigFoot Retail Solutions Private Limited, Gaurav Mangla, Ankit Kaushik and Rhitiman Majumder.