

HEIRING MAHARASHTRA

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श्रीमती उल्का पाटील

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE FIRST AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED JULY 15, 2022, ENTERED BY AND AMOGNST SULA VINEYARDS LIMITED, RAJEEV SURESH SAMANT, VERLINVEST S.A., VERLINVEST FRANCE S.A., COFINTRA S.A., SWIP HOLDINGS LIMITED, SAAMA CAPITAL III, LTD., HAYSTACK INVESTMENTS LIMITED, DINESH G. VAZIRANI, J.A. MOOS, KARISHMA SINGH, MAJOR A.V. PHATAK (RETD.), NARAIN GIRDHAR CHANRAI, RUTA M. SAMANT, SANJAY NARAINDAS KIRPALANI, KOTAK MAHINDRA CAPITAL COMPANY LIMITED, CLSA INDIA PRIVATE LIMITED, AND IIFL SECURITIES LIMITED.

SULA-VINEYARDS LIMITED 901, Hubtown Solaris, N. S. Phadke Marg, Andheri (East), Mumbai - 400 069. oilsum: 19 14826-01280606

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SULA VINEYARDS LIMITED

901, Hubtown Solaris,

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE FIRST AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED JULY 15, 2022, ENTERED BY AND AMOGNST SULA VINEYARDS LIMITED, RAJEEV SURESH SAMANT, VERLINVEST S.A., VERLINVEST FRANCE S.A., COFINTRA S.A., SWIP HOLDINGS LIMITED, SAAMA CAPITAL III, LTD., HAYSTACK INVESTMENTS LIMITED, DINESH G. VAZIRANI, J.A. MOOS, KARISHMA SINGH, MAJOR A.V. PHATAK (RETD.), NARAIN GIRDHAR CHANRAI, RUTA M. SAMANT, SANJAY NARAINDAS KIRPALANI, KOTAK MAHINDRA CAPITAL COMPANY LIMITED, CLSA INDIA PRIVATE LIMITED, AND HEL SECURITIES LIMITED.

SULA VINEYARDS LIMITED 901, Hubtown Solaris, जोड प्रे. S. Phadke Marg, जोड प्रे. को शिक्षक शिक्षक के - 400 069. बाँद वही अनिवास स्थापन 122 6128060 9

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NOVEMBER 26, 2022

FIRST AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED JULY 15, 2022

AMONG

SULA VINEYARDS LIMITED

AND

RAJEEV SURESH SAMANT

AND

VERLINVEST S.A., VERLINVEST FRANCE S.A., COFINTRA S.A., SWIP HOLDINGS LIMITED, SAAMA CAPITAL III, LTD., HAYSTACK INVESTMENTS LIMITED

AND

DINESH G. VAZIRANI, J.A. MOOS, KARISHMA SINGH, MAJOR A.V. PHATAK (RETD.), NARAIN GIRDHAR CHANRAI, RUTA M. SAMANT, SANJAY NARAINDAS KIRPALANI

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED

AND

CLSA INDIA PRIVATE LIMITED

AND

IIFL SECURITIES LIMITED



This FIRST AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED JULY 15, 2022 (this "First Amendment Agreement") is entered into on November 26, 2022 ("Effective Date") at Mumbai among:

- 1. **SULA VINEYARDS LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 901 Hubtown Solaris N.S. Phadke Marg, Andheri (E), Mumbai, Maharashtra 400 069 (the "**Company**");
- 2. **RAJEEV SURESH SAMANT**, a citizen of India, residing at Carmichael House, Carmichael Road, Mumbai 400 026 (hereinafter referred to as the "**Promoter Selling Shareholder**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, successors and permitted assigns);
- 3. **INVESTOR SELLING SHAREHOLDERS,** meaning the companies, entities and trusts as set out in **ANNEXURE A** and entering into this First Amendment Agreement (hereinafter referred to as the "**Investor Selling Shareholders**");
- 4. **OTHER SELLING SHAREHOLDERS,** meaning individuals as set out in **ANNEXURE A** and entering into this First Amendment Agreement (hereinafter referred to as the "**Other Selling Shareholders**");
- 5. **KOTAK MAHINDRA CAPITAL COMPANY LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 1st Floor, 27 BKC, Plot No. C-27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India ("**KMCC**");
- 6. **CLSA INDIA PRIVATE LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 8/F Dalamal House, Nariman Point, Mumbai 400 021, Maharashtra ("**CLSA**"); and
- 7. **IIFL SECURITIES LIMITED,** a company incorporated under the laws of India and having its office at 10th Floor, IIFL Centre, Kamala City, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India ("**IIFL**").

In this First Amendment Agreement, (i) KMCC, CLSA and IIFL are collectively referred to as the "Book Running Lead Managers" or "Managers" and individually as a "Book Running Lead Manager" or a "Manager"; (ii) Mr. Rajeev Suresh Samant is referred to as the "Promoter Selling Shareholder"; (iii) Verlinvest S.A., Cofintra, Verlinvest France, Saama Capital III, Ltd., Swip Holdings Limited and Haystack Investments Limited are collectively referred to as the "Investor Selling Shareholders" and individually as a "Investor Selling Shareholder" (iv) Dinesh G. Vazirani, J.A. Moos, Karishma Singh, Major A.V. Phatak (Retd.), Narain Girdhar Chanrai, Ruta M. Samant, Sanjay Naraindas Kirpalani, are collectively referred to as the "Other Selling Shareholders" and individually as a "Other Selling Shareholder" (v) the Promoter Selling Shareholder, the Investor Selling Shareholders and Other Selling Shareholders are collectively referred to as the "Selling Shareholders" and individually as a "Selling Shareholder", and (vi) the Company, the Selling Shareholders and the Managers are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

(A) The Company and the Selling Shareholders proposed to undertake an initial public offering of the equity shares of the Company bearing face value of ₹ 2 each (the "Equity Shares"), comprising an offer for sale of by the Selling Shareholders (such offer for sale, the "Offer for Sale", and hereinafter referred to as the "Offer") in accordance with the Companies Act, 2013,

- the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "**SEBI ICDR Regulations**") and other Applicable Law.
- (B) The Company and the Selling Shareholders had appointed the Managers to manage the Offer as the book running lead managers. The Managers had accepted the engagement in terms of the fee letter (the "Fee Letter") and the offer agreement ("Offer Agreement") each dated July 15, 2022 entered into among the Managers, the Company and the Selling Shareholders.
- (C) The Company had filed the draft red herring prospectus dated July 15, 2022 ("**DRHP**") with the Securities and Exchange Board of India (the "**SEBI**"), BSE Limited and National Stock Exchange of India Limited (together with BSE Limited, the "**Stock Exchanges**"), for their review and comments in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the "**SEBI ICDR Regulations**"). The Company proposes to submit the draft of the red herring prospectus to SEBI after incorporating the comments and observations of SEBI and the Stock Exchanges on the DRHP. Subject to prevailing market conditions and other considerations, the Company thereafter proposes to file the red herring prospectus and the prospectus with the Registrar of Companies, Maharashtra at Mumbai, SEBI and the Stock Exchanges in accordance with the Companies Act, 2013 and the SEBI ICDR Regulations.
- (D) Subsequent to filing of the DRHP, Rajeev Samant and Verlinvest France S.A., by way of their consent letters, dated November 25, 2022 and November 26, 2022, respectively, have decided to revise their portion of the Offered Shares, thereby changing the size of the Offer for Sale and a consequent change in the size of the Offer.
- (E) The Board of Directors of the Company has approved the aforesaid change in the size of the Offer for Sale by way its resolution dated November 26, 2022.
- (F) Accordingly, in terms of Clause 22.1 of the Offer Agreement, the Parties have mutually agreed to amend certain provisions of the Offer Agreement to record the changes mentioned above and have agreed to enter into this First Amendment Agreement.

1. DEFINITIONS, EFFECTIVENESS, AND INTERPRETATION

- 1.1 Capitalized terms used, but not defined herein, shall, unless the context otherwise requires, have the meanings given to them in the Offer Agreement.
- 1.2 This First Amendment Agreement shall come into effect and be binding on and from the Effective Date, until such time as the Offer Agreement is terminated in accordance with its provisions, as amended by this First Amendment Agreement.
- 1.3 Rules of construction set out in Section 1.2 of the Offer Agreement shall, unless the context otherwise requires, apply to this First Amendment Agreement *mutatis mutandis*.
- 1.4 Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this First Amendment Agreement and this First Amendment Agreement shall constitute a part of, and shall be read together with the Offer Agreement and shall constitute the entire understanding between the Parties.
- 1.5 All references to the Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Offer Agreement, as amended by this First Amendment Agreement.

2. AMENDMENT

- 2.1 The Parties agree that the Recital (B) of the Offer Agreement shall be replaced in its entirety and shall read as follows:
 - "(B) The board of directors of the Company ("Board of Directors" or "Directors") pursuant to a resolution dated February 23, 2022, as amended by a resolution dated November 26, 2022, have approved and authorized the Offer, and the Board of Directors has taken on record the Offer for Sale by way of its resolution dated July 15, 2022, as amended by the resolution dated November 26, 2022."
- 2.2 Further, the Parties agree that the Schedule I of the Offer Agreement shall stand replaced in its entirety and shall read as follows:

SCHEDULE I

Details of the Selling Shareholders

S. No.	Selling Shareholder	Maximum number of	Date of Selling Shareholder's	Date of Corporate	Address
-,-,		Offered	Consent Letter		
		Shares		Board	
				Resolution	
Prom	oter Selling Sh	areholder			
1.	Rajeev	Up to	November 25,	N.A.	Burj Residences Tower 4,
	Samant	937,203	2022		Apartment 1001, Downtown
					Dubai, UAE
					Email: rajeevs@sulawines.com
	tor Selling Sha				
2.	Cofintra S.A.	Up to	November 26,	November 8,	Place Flagey 18
		7,191,835	2022	2022	1050 Brussels
					Belgium
					Tel: +32 2 626 98 70
					Email: RHulpiau@verlinvest.com;
					AdeSelys@verlinvest.com and
					AHenry@verlinvest.com
2	17 1.	77.	N 1 26	0 1 21	Attention: Axelle Henry
3.	Verlinvest S.A.	<i>Up to</i>	November 26, 2022	October 24, 2022	Place Flagey 18
	S.A.	7,191,835	2022	2022	1050 Brussels
					Belgium Tel: +32 2 626 98 70
					Email: RHulpiau@verlinvest.com;
					AdeSelys@verlinvest.com and
					RItalia@verlinvest.com
					Attention: Roberto Italia
4.	Verlinvest	Up to	November 26,	November 8,	31/35 rue de la Fédération
	France S.A.	6,579,565	2022	2022	75015 Paris
					France
					Tel: +32 2 626 98 70
					Email: AHenry@verlinvest.com;
					RHulpiau@verlinvest.com and
					AdeSelys@verlinvest.com
					Attention: Axelle Henry
5.	SWIP	Up to	February 28,	February 28,	901, Hubtown Solaris, Prof N S
	Holdings	121,076	2022	2022	Phadke, Andheri (E), Mumbai 400
	Limited				069, Maharashtra, India
					Email: cs@sulawines.com
					Attention: Ms. Ruchi Sathe

S. No.	Selling Shareholder	Maximum number of Offered Shares	Date of Selling Shareholder's Consent Letter	Corporate Authorisation/ Board Resolution	Address
6.	Saama Capital III, Ltd.	<i>Up to</i> 687,389	February 21, 2022	February 9, 2022	901, Hubtown Solaris, Prof N S Phadke, Andheri (E), Mumbai 400 069, Maharashtra, India Email: cs@sulawines.com Attention: Mr. Chaitanya Rathi
7.	Haystack Investments Limited	Up to 200,000	May 17, 2022	February 14, 2022	4th Floor, Ebene Skies, Rue de L'Institut, Ebene, Mauritius Email: cs@sulawines.com Attention: Mr. Chaitanya Rathi
Other	Selling Shareh	olders			
8.	Dinesh G. Vazirani	<i>Up to</i> 50,000	February 15, 2022	N.A.	2 nd Floor, Rushi House, Darabsha Lane, Off Nepeansea Road, Mumbai – 400036, Maharashtra Email: cs@sulawines.com Attention: Mr. Chaitanya Rathi
9.	J.A. Moos	Up to 2,250	March 3, 2022	N.A.	Karai Estate, Tardeo Road, Mumbai – 400007, Maharashtra Email: cs@sulawines.com Attention: Mr. Chaitanya Rathi
10.	Karishma Singh	<i>Up to</i> 479,063	February 17, 2022	N.A.	C-3, 4th Floor, Alaknanda, 16 Nepeansea Road, opp. Katgara House, Mumbai – 400006, Maharashtra Email: cs@sulawines.com Attention: Mr. Chaitanya Rathi
11.	Major A.V. Phatak (Retd.)	<i>Up to</i> 8,625	February 28, 2022	N.A.	Omega Farm House, S.No. 181/1, N. D. A. Road, Via - Chandni Chowk, Village Warje, Next to Wagle Farm, Pune — 411058, Maharashtra Email: cs@sulawines.com Attention: Mr. Chaitanya Rathi
12.	Narain Girdhar Chanrai	<i>Up to</i> 1,007,314	February 15, 2022	N.A.	9 Ardmore Park, #14-02, Singapore – 259955 Email: cs@sulawines.com Attention: Mr. Chaitanya Rathi
13.	Ruta M. Samant	2,014,758	February 17, 2022	N.A.	Flat 3, Pratiksha Building, 7A Worli Sea Face P M G, Worli Colony, Worli Email: cs@sulawines.com Attention: Mr. Chaitanya Rathi
14.	Sanjay Naraindas Kirpalani	Up to 429,617	February 21, 2022	N.A.	6 Ardmore Park, #10-00 Juniper at Ardmore, Singapore – 259953 Email: cs@sulawines.com Attention: Mr. Chaitanya Rathi
	Total:	Up to 26,90	0,530		

^{2.3} The Parties agree that the Recital (C) of the Offer Agreement shall be replaced in its entirety and shall read as follows:

[&]quot;(C) Each Selling Shareholder has, severally and not jointly, consented to participating in the Offer pursuant to their respective board resolutions and consent letters, as applicable, as mentioned in **Schedule I.**"

3. MISCELLANEOUS

3.1 Representation and Warranties

Each Party has the corporate power and authority or capacity, to enter into this First Amendment Agreement and this First Amendment Agreement shall be a valid and legally binding instrument, enforceable against each Party, in accordance with its terms.

3.2 Ratification and Confirmation

The Offer Agreement shall stand modified to the extent stated in this First Amendment Agreement only. Except as expressly amended herein, all terms, covenants, and conditions of the Offer Agreement, as amended, shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. No modification, alteration or amendment of this First Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto. All terms of the Offer Agreement, other than the terms amended by this First Amendment Agreement, shall apply *mutatis mutandis* to this First Amendment Agreement in the manner set forth in the Offer Agreement.

3.3 Conflicts

In case of inconsistency between the Offer Agreement and this First Amendment Agreement, this First Amendment Agreement shall prevail in relation to the provisions amended herein.

3.4 Governing Law

This First Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and subject to Section 3.5 of this First Amendment Agreement, the courts of Mumbai, India shall have jurisdiction in all matters arising out of this First Amendment Agreement.

3.5 Arbitration

Any Dispute arising out of or in relation to or in connection with this First Amendment Agreement shall be resolved in accordance with Section 14 of the Offer Agreement.

3.6 Counterparts

This First Amendment Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering the counterpart in person.

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SIGNED for and on behalf of SULA VINEYARDS LIMITED

Name: Ms. Ruchi Sathe

Designation: Company Secretary

Signed by RAJEEV SAMANT

SIGNED for and on behalf of SWIP HOLDINGS LIMITED AS THE DULY CONSTITUTED POWER OF ATTORNEY HOLDER

Name: Ruchi Sathe

Designation: Authorised Signatory

SIGNED for and on behalf of

HAYSTACK INVESTMENTS LIMITED AS THE DULY CONSTITUTED POWER OF ATTORNEY HOLDER

Name: Bittu Varghese

Designation: Authorised Signatory

SIGNED for and on behalf of

SAAMA CAPITAL III, LTD., DINESH G. VAZIRANI, J.A. MOOS, KARISHMA SINGH, MAJOR A.V. PHATAK (RETD.), NARAIN GIRDHAR CHANRAI, RUTA M. SAMANT, AND SANJAY NARAINDAS KIRPALANI AS THE DULY CONSTITUTED POWER OF ATTORNEY HOLDER

Name: Bittu Varghese

Designation: Authorised Signatory

SIGNED for and on behalf of Cofintra S.A.

Name:

Axelle

Henky

Designation: Director

Tangula SRL
Represented by Enic Melloup
Director

SIGNED for and on behalf of Verlinvest France S.A.

Name:

Designation:

Axelle Henry

President & General Direc

Rotaël Hulpian

Dinector

SIGNED for and on behalf of Verlinvest S.A.,

Name:

Designation:

Axelle Henry CFQ

Rafaël Hulpiau Joint Proxy-holder

SIGNED for and on behalf of **KOTAK MAHINDRA CAPITAL COMPANY LIMITED**



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Name: Sumit Agarwal Designation: Director

SIGNED for and on behalf of **CLSA INDIA PRIVATE LIMITED**

Name: Sarfaraz Agboatwala Designation: Director

SIGNED for and on behalf of **IIFL SECURITIES LIMITED**

9

Name: Shirish Chikalge

Designation: Senior Vice President

ANNEXURE A

S. No.	Selling Shareholder	Address
Investor	Selling Shareholders	
1.	Cofintra S.A.	Place Flagey 18
		1050 Brussels
		Belgium
		Tel: +32 2 626 98 70
		Email:RHulpiau@verlinvest.com; AdeSelys@verlinvest.com and
		AHenry@verlinvest.com
		Attention: Axelle Henry
2.	Verlinvest S.A.	Place Flagey 18
		1050 Brussels
		Belgium
		Tel: +32 2 626 98 70
		Email:RHulpiau@verlinvest.com; AdeSelys@verlinvest.com and
		RItalia@verlinvest.com
		Attention: Roberto Italia
3.	Verlinvest France S.A.	31/35 rue de la Fédération75015 Paris
		France
		Tel: +32 2 626 98 70
		Email: AHenry@verlinvest.com;
		RHulpiau@verlinvest.com and AdeSelys@verlinvest.com
4	CWID II 11' I' ' 1	Attention: Axelle Henry
4.	SWIP Holdings Limited	901, Hubtown Solaris, Prof N S Phadke, Andheri (E), Mumbai 400
		069, Maharashtra, India Email: cs@sulawines.com
		Attention: Ms. Ruchi Sathe
5.	Saama Capital III, Ltd.	901, Hubtown Solaris, Prof N S Phadke, Andheri (E), Mumbai 400
3.	Saama Capitai III, Ltu.	069, Maharashtra, India
		Email: cs@sulawines.com
		Attention: Mr. Chaitanya Rathi
6.	Haystack Investments	4th Floor, Ebene Skies, Rue de L'Institut, Ebene, Mauritius
	Limited	Email: cs@sulawines.com
		Attention: Mr. Chaitanya Rathi
Other Se	elling Shareholders	,
	Dinesh G. Vazirani	2 nd Floor, Rushi House, Darabsha Lane, Off Nepeansea Road,
		Mumbai – 400036, Maharashtra
		Email: cs@sulawines.com
		Attention: Mr. Chaitanya Rathi
8.	J.A. Moos	Karai Estate, Tardeo Road, Mumbai – 400007, Maharashtra
		Email: cs@sulawines.com
		Attention: Mr. Chaitanya Rathi
9.	Karishma Singh	C-3, 4th Floor, Alaknanda, 16 Nepeansea Road, opp. Katgara
		House, Mumbai – 400006, Maharashtra
		Email: cs@sulawines.com
		Attention: Mr. Chaitanya Rathi
10.	C	Omega Farm House, S.No. 181/1, N. D. A. Road, Via - Chandni
	(Retd.)	Chowk, Village Warje, Next to Wagle Farm, Pune – 411058,
		Maharashtra
		Email: cs@sulawines.com
1.1	V	Attention: Mr. Chaitanya Rathi
11.	Narain Girdhar Chanrai	9 Ardmore Park, #14-02, Singapore – 259955
		Email: cs@sulawines.com

S. No.	Selling Shareholder	Address
		Attention: Mr. Chaitanya Rathi
12.	Ruta M. Samant	Flat 3, Pratiksha Building, 7A Worli Sea Face P M G, Worli
		Colony, Worli
		Email: cs@sulawines.com
		Attention: Mr. Chaitanya Rathi
13.	Sanjay Naraindas	6 Ardmore Park, #10-00 Juniper at Ardmore, Singapore – 259953
	Kirpalani	Email: cs@sulawines.com
		Attention: Mr. Chaitanya Rathi