



महाराष्ट्र MAHARASHTRA

2022

BS 345014

प्रधान मुद्रांक कार्यालय, मुंबई.
प.म.नं. 1000006
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This non judicial stamp paper forms an integral part of the Second Amendment Agreement dated September 29, 2022 relating to the Amended and Restated Shareholders Agreement dated January 22, 2022 executed between Sula Vineyards Limited and its shareholders.



Dated: September 29, 2022

SECOND AMENDMENT AGREEMENT

relating to

THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT DATED JANUARY 22, 2022

and

THE AMENDMENT AGREEMENT DATED MARCH 7, 2022

between

SULA VINEYARDS LIMITED

(as the "Company")

and

THE PERSONS LISTED HEREIN

- Juniper at Ardmore, Singapore 259953 (hereinafter referred to as “**Sanjay**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his successors, administrators, permitted nominees, and permitted assigns) of the **TENTH PART**;
- (11) **DR. RABIN DIWAN LAI AND MRS. DOLLY LAI**, aged about 64 years and 59 years respectively, and both residing at 2021 Terraza Place, Fullerton, CA 92835, USA (hereinafter referred to as “**R&D**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors, administrators, permitted nominees, and permitted assigns) of the **ELEVENTH PART**;
- (12) **MS. SHASHI VIG**, aged about 72 years and residing at 55 Cairnhill Road, #27-06 Cairnhill Plaza, Singapore 229666 (hereinafter referred to as “**Shashi**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors, administrators, permitted nominees, and permitted assigns) of the **TWELFTH PART**;
- (13) **MOUSSERENA, L.P.**, an exempted limited partnership validly existing under the laws of Cayman Islands, and having its registered office at Maples Corporate Services Limited, Ugland House, P.O. Box 309, South Church Street, Grand Cayman, George Town, Cayman Islands, KY1-1104 (hereinafter referred to as the “**Mousserena**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **THIRTEENTH PART**;
- (14) **SWIP HOLDINGS LIMITED**, a company incorporated under the laws of Mauritius, having its principal place of business at Mauritius International Trust Company Limited, 4th Floor, Ebène Skies Rue de l’Institut, Ebène, Republic of Mauritius (hereinafter referred to as the “**Swip**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FOURTEENTH PART**;
- (15) **DSGCP BUILDOUT II**, a company incorporated under the laws of Mauritius, having its registered office at c/o Apex Fund Services (Mauritius) Ltd, 4th Floor, 19 Bank Street, Cybercity, Ebene 72201, Mauritius (hereinafter referred to as the “**DSGCP**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIFTEENTH PART**;
- (16) **MR. RAJEEV S. SAMANT**, aged about 51 years, and currently residing at Carmichael House, Carmichael Road, Mumbai - 400 026 (hereinafter referred to as the “**Promoter**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, executors, administrators, permitted nominees, and permitted assigns) of the **SIXTEENTH PART**;
- (17) **RASA HOLDINGS**, a trust created under the Indian Trusts Act, 1882, as amended, and having its registered office at 3rd floor, Carmichael House, Carmichael Road, Mumbai - 400 026, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, permitted nominees, and permitted assigns) of the **SEVENTEENTH PART**; and
- (18) **THE PERSONS LISTED IN SCHEDULE I**, being individuals / entities with details as elaborated in Schedule I to this Amendment Agreement (hereinafter individually referred to as the “**Other Principal Shareholder**” and collectively as the “**Other Principal Shareholders**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, successors, legal representatives, administrators, executors and permitted assigns) of the **EIGHTEENTH PART**.

The Promoter and RASA Holdings are hereinafter individually referred to as a “**Management Shareholder**” and collectively as the “**Management Shareholders**”.

Verlinvest Asia, Verlinvest SA, Verlinvest France, and Cofintra are hereinafter collectively referred to as the “**Verlinvest Group**”.

Verlinvest Group, Saama, Mousserena, GIA, Haystack, DSGCP, Sanjay, Narain, R&D, Swip, and Shashi are hereinafter, where the context so requires, collectively referred to as the “**Investors**”

THIS AGREEMENT (the “**Second Amendment Agreement**”), relating to the amended and restated shareholders’ agreement dated January 22, 2022 and the amendment agreement dated March 7, 2022, is made on this September 29, 2022 (the “**Execution Date**”):

BETWEEN:

- (1) **SULA VINEYARDS LIMITED**, a public limited company incorporated under the Companies Act, 1956, and having its registered office at 901 Hubtown Solaris, N.S. Phadke Marg, Andheri (E), Mumbai – 4000 69 (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, permitted nominees, and permitted assigns) of the **FIRST PART**;
- (2) **VERLINVEST ASIA PTE. LTD.**, a company duly incorporated and registered under the laws of Singapore, and having its registered office at 163 Penang Road, #04-04 Winsland House II, Singapore, 238463 (hereinafter referred to as “**Verlinvest Asia**”, which expression shall, unless repugnant to the context or subject, be deemed to mean and include its successors, administrators, permitted nominees, and permitted assigns) of the **SECOND PART**;
- (3) **VERLINVEST S.A.**, a company duly incorporated and registered under the laws of Belgium, and having its registered office at Place Flagey 18, 1050 Brussels, Belgium (hereinafter referred to as “**Verlinvest SA**”, which expression shall, unless repugnant to the context or subject, be deemed to mean and include its successors, administrators, permitted nominees, and permitted assigns) of the **THIRD PART**;
- (4) **COFINTRA S.A.**, a company incorporated and registered under the laws of Belgium, and having its registered office at Place Flagey 18, 1050 Brussels, Belgium (hereinafter referred to as “**Cofintra**”, which expression shall, unless repugnant to the context or subject, be deemed to mean and include its successors, administrators, permitted nominees, and permitted assigns) of the **FOURTH PART**;
- (5) **VERLINVEST FRANCE S.A.**, a company duly incorporated and registered under the laws of France, and having its registered office at 50, rue Castagnary 75015 Paris, France (hereinafter referred to as “**Verlinvest France**”, which expression shall, unless repugnant to the context or subject, be deemed to mean and include its successors, administrators, permitted nominees, and permitted assigns) of the **FIFTH PART**;
- (6) **SAAMA CAPITAL III LTD.**, a company incorporated under the laws of Mauritius, and having its registered office at 4th Floor, 19 Bank Street, Cybercity, Ebene 72201, Mauritius (hereinafter referred to as “**Saama**”, which expression shall, unless repugnant to the context or subject, be deemed to mean and include its successors, administrators, permitted nominees, and permitted assigns) of the **SIXTH PART**;
- (7) **GIA (SULA) HOLDINGS LIMITED**, a company incorporated and validly existing under the laws of Mauritius, and having its registered office at 4th Floor, Ebene Skies, Rue de l’Institut, Ebene 80817, Mauritius (hereinafter referred to as “**GIA**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, permitted nominees, and permitted assigns) of the **SEVENTH PART**;
- (8) **HAYSTACK INVESTMENTS LIMITED**, a company incorporated and validly existing under the laws of Mauritius, and having its registered office at 4th Floor, Ebene Skies, Rue de l’Institut, Ebene, Mauritius (hereinafter referred to as “**Haystack**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, permitted nominees, and permitted assigns) of the **EIGHTH PART**;
- (9) **MR. NARAIN GIRDHAR CHANRAI**, aged about 70 years, and residing at 9 Ardmores Park, #14-02, Singapore 259955 (hereinafter referred to as “**Narain**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his successors, administrators, permitted nominees, and permitted assigns) of the **NINTH PART**;
- (10) **MR. SANJAY NARAIN DAS KIRPALANI**, aged about 52 years and residing at 6 Ardmores Park, #10-00

Each of the Company, the Investors, the Management Shareholders, and the Other Principal Shareholders shall individually be referred to herein, where the context so permits, as a “Party” and collectively as the “Parties”.

WHEREAS:

- (A) The amended and restated shareholders’ agreement dated January 22, 2022, was entered into by the Parties (the “Shareholders Agreement”) to record their understanding and agreement regarding their respective rights and obligations with regard to their relationship inter se and with the Company as Shareholders in the Company.
- (B) The Company and certain existing Shareholders of the Company propose to undertake an initial public offering of the Equity Shares and listing of such Equity Shares on BSE Limited and National Stock Exchange of India Limited (“Indian Stock Exchanges”) by way of an offer for sale of the Equity Shares by certain selling Shareholders (the “Offer”) in accordance with the Companies Act, 2013 including any rules and regulations notified thereunder, each as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended and other applicable laws
- (C) In order to facilitate the Offer, and as required under applicable law, the Parties had executed the amendment agreement to the Shareholders’ Agreement on March 7, 2022 (“Amendment Agreement”) to amend and waive certain clauses of the Shareholders Agreement and provide their consent to certain actions under the Shareholders Agreement in relation to the Offer, each in the manner and subject to the conditions set forth therein.
- (D) The Parties are entering into this Second Amendment Agreement with the objective of amending Clause 4.2 of the Amendment Agreement, upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND THE PREMISES, MUTUAL COVENANTS, PROMISES, AGREEMENTS AND PROVISIONS SET FORTH HEREINAFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS, EFFECTIVENESS AND INTERPRETATION

- 1.1 Capitalised terms used in this Second Amendment Agreement and not defined, shall have the meaning ascribed to them in the Amendment Agreement.
- 1.2 This Second Amendment Agreement shall come into effect and be binding on and from the Execution Date, until such time as the Amendment Agreement is terminated in accordance with its provisions, as amended by this Second Amendment Agreement.
- 1.3 Save to the extent that the provisions of this Second Amendment Agreement amend the provisions of the Amendment Agreement, the provisions of the Shareholders Agreement as amended by the Amendment Agreement shall continue to be applicable and remain unchanged and in full force and effect.
- 1.4 In the event of any inconsistency between the provisions of this Second Amendment Agreement and any surviving provisions of the Amendment Agreement or the Shareholders’ Agreement, the provisions of this Second Amendment Agreement shall prevail.
- 1.5 From the Execution Date, the term “Shareholders Agreement” shall be read to mean the Shareholders Agreement as amended by the Amendment Agreement and this Second Amendment Agreement.

2. AMENDMENTS

Clause 4.2 of the Amendment Agreement, shall be, and hereby is, substituted in its entirety with the

following:

“Notwithstanding the provisions of clause 4.1 above, this Amendment Agreement shall automatically terminate and be of no further force or effect and each of the waivers provided hereunder shall be automatically rescinded and revoked, without any further act or deed required by any Party and without any liabilities or obligations whatsoever, on the earlier of the: (a) allotment of Equity Shares pursuant to listing of such Equity Shares on Indian Stock Exchanges, in the event of the consummation of the Initial Public Offering, or (b) December 15, 2022, or such other cut-off date for the consummation of the Initial Public Offering as may be mutually agreed in writing among the Parties (the “Long Stop Date”), in the event that the Initial Public Offering is not consummated.”

3. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to the other Parties that:

- (a) it has full power and authority to enter into and perform this Second Amendment Agreement, which constitutes (when executed) its legal, valid and binding obligations in accordance with its respective terms; and
- (b) the execution, delivery and performance by it of this Second Amendment Agreement will not result in a breach of or constitute a default under: (i) where applicable, any provision of its memorandum or articles of association; (ii) any order, judgment or decree of any court or Governmental Authority by which it is bound; or (iii) any agreement or instrument to which it is a party or by which it is bound.

4. MISCELLANEOUS

- 4.1 The provisions of Clauses 15 (Indemnification), 21 (Co-operation), 22 (Governing Law and Dispute Resolution), 23 (Notices), 25 (Confidentiality) and 26 (Miscellaneous Provisions) of the Shareholders Agreement shall apply to this Second Amendment Agreement and are hereby incorporated by reference in their entirety herein, mutatis mutandis.
- 4.2 This Second Amendment Agreement shall not be modified or waived, except as agreed in writing and executed by all Parties to this Second Amendment Agreement.
- 4.3 Each Party expressly consents to disclose the details of the Second Amendment Agreement along with the Shareholders Agreement and the Amendment Agreement in the red herring prospectus, prospectus and any other offering documents as may be required under applicable laws in relation to the Offer and the Parties also agree to the Second Amendment Agreement along with the Shareholders Agreement and the Amendment Agreement being part of material documents for inspection as required under applicable law.
- 4.4 The Shareholders Agreement read in conjunction with the Amendment Agreement and the Second Amendment Agreement shall constitute the entire understanding and agreement between the Parties with respect to the subject matter hereof.
- 4.5 Each Party shall from time to time and at its own cost, do, execute and deliver or procure to be done, executed, and delivered, all such further acts, documents and things, as may be reasonably required to give full effect to this Second Amendment Agreement and the respective rights, powers and remedies of the Parties under this Amendment Agreement.

5. COUNTERPARTS

This Second Amendment Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Second Amendment Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

Sula Vineyards Limited



Authorized Signatory

Name: **Chaitanya Rathi**

Designation: **Chief Operating Officer**

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Rajeev S. Samant

R. Samant

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Ruta M. Samant

Ruta Samant

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Karishma Singh

Karishma Singh

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Eshaanika Raje



IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Dinesh G. Vazirani

D. G. Vazirani

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Kerry Damskey

A handwritten signature in blue ink, appearing to read "Kerry Damskey", is written over a solid horizontal line. The signature is cursive and somewhat stylized.

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Cecilia Oldne

A handwritten signature in black ink, appearing to be 'Cecilia Oldne', written over a horizontal line.

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Maj. AV Phatak (Retd.)



IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

J. A. Moos

J. A. Moos -

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Dale Damskey

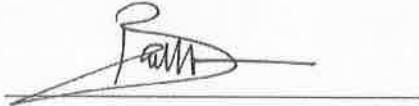
(earlier referred to as Daisy Damskey, both being the same individual)

A handwritten signature in cursive script that reads "Dale Damskey". The signature is written in dark ink on a white background.

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

GIA (Sula) Holdings Ltd

A handwritten signature in black ink, appearing to be 'Bachun', is written over a horizontal line. The signature is stylized and cursive.

Authorized Signatory

Name: Mr Bishwarnath Bachun
Designation: Director

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

Cofintra S.A.

Authorized Signatory

Name:

Designation:

Tangula SRL
represented by
Eric Kallal
Director

Azella Henry
Director

September 29, 2022

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

Verlinvest S.A.

A large, stylized handwritten signature in blue ink, appearing to read 'Rafal Hulpiau', is written over a horizontal line.

Authorized Signatory

Name:
Designation:
Joint Proxy-holder

Axelle Henry
CFO

September 29, 2022

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

Verlinvest France S.A.


Authorized Signatory
Name: Rafail Kulpia
Designation: Director

Axelle Henry
Director

September 29, 2022

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

Verlinvest Asia Pte. Ltd.



Authorized Signatory *Raphaël Thiola*
Director

Name:

Designation:

September 29, 2022



Verlinvest ASIA Pte. Ltd.
Represented by **Axelle Henry**
Director

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

Haystack Investments Ltd.

A handwritten signature in black ink, appearing to read 'Reena DOOLUB', is written over a horizontal line.

Authorized Signatory

Name: Reena DOOLUB

Designation: Director

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

Saama Capital III, Ltd.



Authorized Signatory

Name: Navun Dussoruth

Designation: Director

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Dr. Rabin Diwan Lai jointly with Ms. Dolly Lai





IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Shashi Vig



IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Narain Girdhar Chanrai

N. G. Chanrai

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Sanjay Naraindas Kirpalani

A handwritten signature in blue ink, reading "Sanjay Kirpalani", is written over a horizontal line.

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

Mousserena, L.P.

A handwritten signature in blue ink that reads "Charles Heilbronn". The signature is written in a cursive style and is positioned above a horizontal line.

Authorized Signatory

Name: Charles Heilbronn
Designation: President of Serena Limited,
the General Partner of
Mousserena, L.P.

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

SWIP Holdings Limited



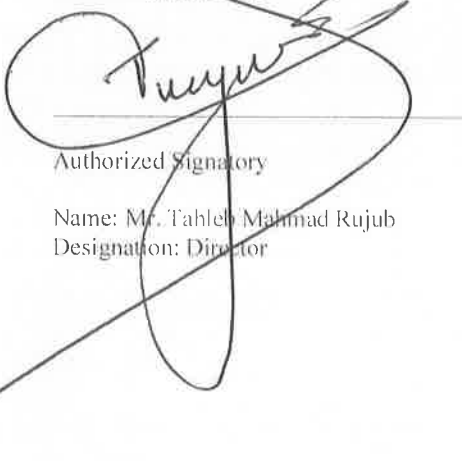
Authorized Signatory

Name: Kiran SREEDHARAN
Designation: Director

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives,

Signed and delivered for and on behalf of:

DSGCP Buildout II



A large, stylized handwritten signature in black ink is written over a horizontal line. The signature is highly cursive and loops around the line, extending significantly above and below it.

Authorized Signatory

Name: Mr. Tahleb Mahamad Rujub
Designation: Director

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Manojj Rawat

Manojj Rawat

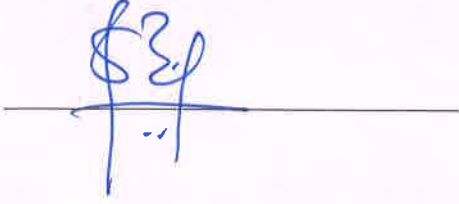
IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Monit Dhavale



IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Nana Madhav Shelke

A handwritten signature in blue ink, appearing to be 'Nana Madhav Shelke', is written over a horizontal line. The signature is stylized and includes a vertical line extending downwards from the end of the horizontal line.

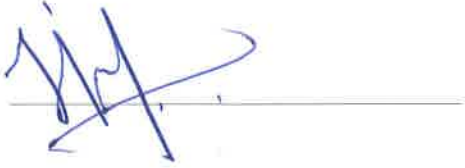
IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Neil Fernandes

A handwritten signature in black ink, appearing to be 'Neil Fernandes', is written over a solid horizontal line. The signature is stylized and cursive.

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Gorakh Gaikwad

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the name 'Gorakh Gaikwad'.

IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.


Chaitanya Rathi



IN WITNESS WHEREOF, each Party has executed this Second Amendment Agreement, or caused this Second Amendment Agreement to be executed by its duly authorised representatives.

Signed and delivered for and on behalf of:

RASA Holdings

A handwritten signature in cursive script, appearing to read "R Samant", is written over a horizontal line.

Authorized Signatory

Name: Rajeev Samant

Designation: Trustee

Dated: September 29, 2022

SECOND AMENDMENT AGREEMENT

relating to

THE AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT DATED JANUARY 22, 2022

and

THE AMENDMENT AGREEMENT DATED MARCH 7, 2022

between

SULA VINEYARDS LIMITED

(as the "Company")

and

THE PERSONS LISTED HEREIN

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