



महाराष्ट्र MAHARASHTRA

● 2022 ●

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प्रधान मुद्रांक कार्यालय, मुंबई
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सक्षम अधिकारी

श्रीमती उल्का पाटील

Dated: November 23, 2022

THIRD AMENDMENT AGREEMENT

relating to

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

and

THE AMENDMENT AGREEMENT DATED MARCH 7, 2022

and

THE SECOND AMENDMENT AGREEMENT DATED SEPTEMBER 29, 2022

between

SULA VINEYARDS LIMITED

(as the "Company")

and

THE PERSONS LISTED HEREIN

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THIS THIRD AMENDMENT AGREEMENT (the “**Third Amendment Agreement**”), relating to the amended and restated shareholders’ agreement dated January 22, 2022, the amendment agreement dated March 7, 2022 and the second amendment agreement dated September 29, 2022, is made on this November 23, 2022 (the “**Execution Date**”):

AMONGST:

- (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 1 Harbourfront Avenue, Keppel Bay Tower #14-07, Singapore, 098632 (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 31/35 rue de la Fédération, 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 Ardmore 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 NARAINDAS KIRPALANI**, aged about 52 years and residing at 6 Ardmore Park, #10-00

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, Uglan 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**".

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 a 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 entered into the second amendment agreement to the Shareholders’ Agreement on September 29, 2022 (“**Second Amendment Agreement**”) with the objective of amending Clause 4.2 of the Amendment Agreement.
- (E) The Parties are entering into this Third Amendment Agreement with the objective of further 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 Third Amendment Agreement and not defined, shall have the meaning ascribed to them in the Amendment Agreement.
- 1.2 Any reference to any gender includes the other gender.
- 1.3 This Third 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 the Second Amendment Agreement and this Third Amendment Agreement.
- 1.4 Save to the extent that the provisions of this Third Amendment Agreement and the 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.
- 1.5 In the event of any inconsistency between the provisions of this Third Amendment Agreement and any surviving provisions of the Amendment Agreement, the Second Amendment Agreement or the Shareholders’ Agreement, the provisions of this Third Amendment Agreement shall prevail.

1.6 From the Execution Date, the term "Shareholders Agreement" shall be read to mean the Shareholders Agreement as amended by the Amendment Agreement, the Second Amendment Agreement and this Third 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, and (b) January 31, 2023 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 Third 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 Third 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 Third Amendment Agreement and are hereby incorporated by reference in their entirety herein, mutatis mutandis.
- 4.2 This Third Amendment Agreement shall not be modified or waived, except as agreed in writing and executed by all Parties to this Third Amendment Agreement.
- 4.3 Each Party expressly consents to disclose the details of the Third Amendment Agreement along with the Shareholders Agreement, the Amendment Agreement and the Second 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 this Third Amendment Agreement along with the Shareholders Agreement, the Amendment Agreement and the Second 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, the Second Amendment Agreement and this Third 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 Third Amendment Agreement and the respective rights, powers and remedies of the Parties under this Third Amendment Agreement.

5. COUNTERPARTS

This Third 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 Third Amendment Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

SCHEDULE 1

1. Ms. Karishma Singh, residing at C-3, 4th Floor, Alaknanda, 16 Nepeansea Road, opp. Katgara House, Mumbai - 400 006;
2. Mr. Eshaanika Raje residing at residing C-3, 4th Floor, Alaknanda, 16 Nepeansea Road, opp. Katgara House, Mumbai - 400 006;
3. Ms. Ruta Mohan Samant, residing at 'Pratiksha' 7A, Worli Seaface, Mumbai - 400 025;
4. Mr. Dinesh G. Vazirani, residing at 2nd Floor, Rushi House, Darabsha Lane, Off Nepeansea Road, Mumbai - 400 036;
5. ✕ Maj. Arun V. Phatak (Retired), residing at 23, Jay Mahal, A Road, Churchgate, Mumbai - 400 020;
6. Mr. J A. Moos, residing at Karai Estate, Tardeo Road, Mumbai - 400 007;
7. Ms. Dale Damskey (earlier referred to as Daisy Damskey, both being the same individual), residing at 422, Woodridge Court, Geyserville, CA 95441, USA;
8. Ms. Cecilia Oldne, residing at Silva Heritage, 3rd Floor, A Wing, 29, Sherly, Bandra (West), Mumbai - 400 050;
9. Mr. Manoj Rawat, residing at 201, Srishti Bldg No. 346 CHS LTD., Sector - 3, Srishti Complex, Mira Rd - East, Thane - 401 107;
10. Mr. Monit Dhavale, residing at B-2/001 Dhruv Bldg, Vansaj Society, Near Singapore Garden, Takli Road, Nashik - 422 011;
11. Mr. Nana Madhav Shelke, residing at Dr. Vikas Pawar Hospital, Gangapur Road, Flat No. 04, Isha Co-op Housing Soc. Bhavik Nagar, Nashik - 422 013;
12. Mr. Neil Fernandes, residing at Tithe, House No. W6/178/1, Near Zonal Agricultural Office, St Cruz, Ponda, North Goa - 403 401;
13. Mr. Gorakh Gaikwad, residing at Flat No. 1, Hansvihar Apt, Behind Raccas Green Square, Hanumanwadi, Panchavati, Nashik - 422 003;
14. Mr. Kerry Damskey, residing at 422 Woodridge Court, Geyserville, California 95441 US;
15. Mr. Chaitanya Rathi, residing at New Bhiwandi House, 96 AK Marg, Kemps Corner, Mumbai - 400 036;

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

Rajeev S. Samant

RSamant

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

Ruta M. Samant

Ruta Samant

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

Karishma Singh

Karishma Singh

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

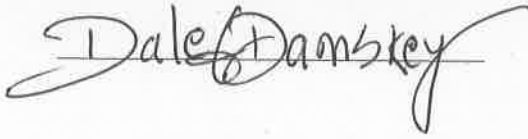
Eshaanika Raje



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

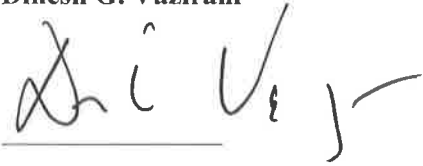
Dale Damskey

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

A handwritten signature in black ink that reads "Dale Damskey". The signature is written in a cursive style with a large, looping initial "D" and a long horizontal stroke extending from the end of the word.

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

Dinesh G. Vazirani



A handwritten signature in black ink, appearing to read 'Dinesh G. Vazirani', is written over a horizontal line. The signature is stylized and cursive.

IN WITNESS WHEREOF, each Party has executed this Third Amendment Agreement, or caused this Third 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. The signature is stylized with several loops and a long horizontal stroke at the end.

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

Maj. AV Phatak (Retd.)



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

J. A. Moos

J. A. Moos

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

Signed and delivered for and on behalf of:

GIA (SULA) HOLDINGS LIMITED

A handwritten signature in black ink, appearing to be 'B. Bachun', is written over a horizontal line. The signature is stylized and includes a long horizontal stroke extending to the right.

Authorized Signatory

Name: Bishwarnath Bachun

Designation: Director

IN WITNESS WHEREOF, each Party has executed this Third Amendment Agreement, or caused this Third 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:

Tanguela SRL
represented by E. Mellan
Director

Sep November 23, 2022

Axelle Henry
Director

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

Signed and delivered for and on behalf of:

Verlinvest S.A.

Rafaël Hulplau
Joint Proxy-holder

Authorized Signatory

Name:

Designation:

November 23, 2022

Axelle Henry
CFO

IN WITNESS WHEREOF, each Party has executed this Third Amendment Agreement, or caused this Third 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:

Designation:

Raphaël Hulpiau
Director



Axelle Hany
President & General Director

November 23, 2022

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

Signed and delivered for and on behalf of:

Verlinvest Asia Pte. Ltd.

Authorized Signatory

Name:

Designation:

*Anella Henry
Director*

November 29, 2022

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

Signed and delivered for and on behalf of:

Haystack Investments Ltd.



Authorized Signatory

Name: Reena DOOLUB

Designation: Director

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

Signed and delivered for and on behalf of:

Saama Capital III, Ltd.

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke, positioned above a horizontal line.

Authorized Signatory

Name: Navun Dussoruth
Designation: Director

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

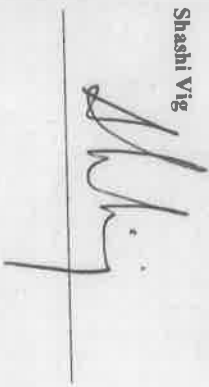
Dr. Rabin Diwan Lai jointly with Ms. Dolly Lai





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

Shashi Vig

A handwritten signature in black ink, appearing to read "Shashi Vig", is written over a horizontal line. The signature is stylized and cursive.

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

Narain Girdhar Chanrai

N. G. Chanrai

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

Sanjay Naraindas Kirpalani



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

Signed and delivered for and on behalf of:

Mousserena, L.P.

Charles Heilbron

Authorized Signatory

Name: Charles Heilbron

Designation: President of Serena Limited, the general partner

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

Signed and delivered for and on behalf of:

DSGCP Buildout II



Authorized Signatory

Name: Mr. Veganaden Mottay

Designation: Alternate Director to Mr. Tahlab Mahmad Rujub

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

Manoj Rawat

Manoj Rawat

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

Monit Dhavale



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

Nana Madhav Shelke



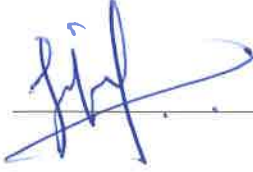
IN WITNESS WHEREOF, each Party has executed this Third Amendment Agreement, or caused this Third Amendment Agreement to be executed by its duly authorised representatives.

Neil Fernandes



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

Gorakh Gaikwad



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

Chaitanya Rathi



IN WITNESS WHEREOF, each Party has executed this Third Amendment Agreement, or caused this Third 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 horizontal line. The signature is stylized and cursive.

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

Signed and delivered for and on behalf of:

RASA Holdings



Authorized Signatory

Name: Rajeev Samant

Designation: Trustee