



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No. : IN-DL03644195960446U
Certificate Issued Date : 19-Oct-2022 01:22 PM
Account Reference : IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL78390385529630681390U
Purchased by : UNIPARTS INDIA LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
 (Zero)
First Party : UNIPARTS INDIA LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : UNIPARTS INDIA LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

सत्यमेव जयते



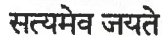
Please write or type below this line

IN-DL03644195960446U

This stamp paper forms an integral part of the Amendment to the Share Escrow Agreement dated November 18, 2022 entered into by and among Uniparts India Limited, the Selling Shareholders and LinkIntime India Private Limited.

Statutory Alert:

- 1 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority.



Government of National Capital Territory of Delhi

₹200

e-Stamp

Certificate No.	: IN-DL03644320535318U
Certificate Issued Date	: 19-Oct-2022 01:22 PM
Account Reference	: IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL03644320535318U
Purchased by	: UNIPARTS INDIA LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNIPARTS INDIA LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: UNIPARTS INDIA LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

IN-DL03644320535318U

This stamp paper forms an integral part of the Amendment to the Share Escrow Agreement dated November 18, 2022 entered into by and among Uniparts India Limited, the Selling Shareholders and LinkIntime India Private Limited.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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NOVEMBER 18, 2022

AMENDMENT AGREEMENT TO THE SHARE ESCROW AGREEMENT

AMONGST

UNIPARTS INDIA LIMITED

AND

THE SELLING SHAREHOLDERS

AND

LINK INTIME INDIA PRIVATE LIMITED

This Amendment Agreement to the Share Escrow Agreement (*as defined hereinafter*) (the “**Amendment Agreement**”) is entered into on November 18, 2022, at New Delhi between:

LINK INTIME INDIA PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, as amended (“**Companies Act, 1956**”) and having its registered office at C-101, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Share Escrow Agent**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

UNIPARTS INDIA LIMITED, a public limited company incorporated under the laws of India and having its registered office at Gripwel House, Block 5, Sector C 6 & 7, Vasant Kunj, New Delhi 110 070, India, (“**Company**”), which expression shall, unless it be repugnant to the context or meaning hereof, be deemed to mean and include its authorized representatives, successors and permitted assigns, of the **SECOND PART**;

AND

THE PERSONS NAMED IN SCHEDULE G OF THE SHARE ESCROW AGREEMENT dated October 13, 2022 (the “**Share Escrow Agreement**”) **HERETO** (hereinafter referred collectively as the “**Selling Shareholders**”, and individually the “**Selling Shareholder**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **THIRD PART**;

The Share Escrow Agent, the Selling Shareholders and the Company are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

1. The board of directors of the Company (the “**Board of Directors**”), pursuant to its resolution dated March 30, 2022, has approved and authorised the Offer. Subsequently, the draft red herring prospectus dated April 25, 2022 and the addendum to the draft red herring prospectus dated July 25, 2022, were filed with the Securities and Exchange Board of India (“**SEBI**”) (the “**DRHP**”).
2. Pursuant to filing of the DRHP, the IPO Committee of the Board of Directors, in its meeting held on November 18, 2022, has decided to decrease the size of the Offer for Sale (“**Revised Offer for Sale**”) and taken on record the consent letter of Pamela Soni dated November 16, 2022.
3. Pamela Soni, The Karan Soni 2018 CG-NG Nevada Trust and The Meher Soni 2018 CG-NG Nevada Trust had consented to Offer, 2,250,000, 1,700,000, and 1,700,000 Equity Shares, respectively, in the Offer for Sale, as Promoter Group Selling Shareholders at the time of filing of the Draft Red Herring Prospectus.
4. Subsequently, pursuant to the consent letters each dated October 11, 2022, Pamela Soni, The Karan Soni 2018 CG-NG Nevada Trust and The Meher Soni 2018 CG-NG Nevada Trust had informed the Company about their intention to decrease the number of Offered Shares to 1,800,000, 1,100,000 and 1,100,000 Equity Shares, respectively, and, the Parties hereto have subsequently entered into the Share Escrow Agreement dated October 13, 2022.

5. Now, Pamela Soni by way of her consent letter dated November 16, 2022, informed the Company of her intention to increase the number of Equity Shares in the Offer for Sale from 1,800,000 Equity Shares to 2,200,000 Equity Shares. Accordingly, the Offer for Sale has been revised and now comprises an Offer of up to 14,481,942 Equity Shares.
6. In terms of the SEBI ICDR Regulations, the Share Escrow Agent had entered into the Share Escrow Agreement with the Company and the Selling Shareholders to set forth, amongst others, certain obligations and duties of the Share Escrow Agent.
7. Accordingly, the Parties have agreed to enter into this Amendment Agreement to record the revisions of Equity Shares being offered in the Offer for Sale, in the Share Escrow Agreement.

NOW THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS 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 Share Escrow Agreement.
- 1.2 This Amendment Agreement shall constitute a part of, and shall be read together, with the Share Escrow Agreement. All references to the Share Escrow Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Share Escrow Agreement, as amended by this Amendment Agreement.
- 1.3 In case of conflict between the provisions of this Amendment Agreement and the Share Escrow Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. AMENDMENT TO THE SHARE ESCROW AGREEMENT

- 2.1 Recital C of the Share Escrow Agreement will be replaced by the following:

Each of the Selling Shareholders has, severally and not jointly, consented to participate in the Offer for Sale and for inclusion of their respective portion of the Offered Shares (defined below), in the following manner:

S. No.	Name of the Selling Shareholder	Date of Consent Letter	Date of corporate authorisation/ board resolution	Maximum number of Offered Shares
Promoter Group Selling Shareholders				
1.	<i>The Karan Soni 2018 CG-NG Nevada Trust</i>	<i>October 11, 2022</i>	-	<i>1,100,000</i>
2.	<i>The Meher Soni 2018 CG-NG Nevada Trust</i>	<i>October 11, 2022</i>	-	<i>1,100,000</i>
3.	<i>Pamela Soni</i>	<i>November 16, 2022</i>	-	<i>2,200,000</i>
Investor Selling Shareholders				
4.	<i>Ashoka Investment Holdings Limited</i>	<i>April 25, 2022</i>	<i>April 7, 2022</i>	<i>7,180,642</i>
5.	<i>Ambadevi Mauritius Holding Limited</i>	<i>April 25, 2022</i>	<i>April 7, 2022</i>	<i>2,154,192</i>
Individual Selling Shareholders				
6.	<i>Andrew Warren Code</i>	<i>March 10, 2022</i>	-	<i>177,378</i>
7.	<i>James Norman Hallene</i>	<i>March 10, 2022</i>	-	<i>177,378</i>
8.	<i>Kevin John Code</i>	<i>March 10, 2022</i>	-	<i>177,378</i>
9.	<i>Dennis Francis DeDecker</i>	<i>March 7, 2022</i>	-	<i>57,420</i>
10.	<i>Melvin Keith Gibbs</i>	<i>March 7, 2022</i>	-	<i>41,730</i>

S. No.	Name of the Selling Shareholder	Date of Consent Letter	Date of corporate authorisation/ board resolution	Maximum number of Offered Shares
11.	Walter James Gruber	March 28, 2022	-	24,706
12.	Wendy Reichard Hammen	March 9, 2022	-	21,556
13.	Mark Louis Dawson	March 28, 2022	-	20,870
14.	Bradley Lorenz Miller	March 8, 2022	-	16,366
15.	Mary Louise Arp	March 28, 2022	-	10,440
16.	Diana Lynn Craig	March 8, 2022	-	8,340
17.	Marc Christopher Dorau	March 9, 2022	-	7,710
18.	Craig A Johnson	March 28, 2022	-	5,010
19.	Misty Marie Garcia	March 28, 2022	-	826
Total				14,481,942

2.2 **Schedule G** of the Share Escrow Agreement shall stand replaced by the following:

SELLING SHAREHOLDERS' DEMAT ACCOUNT

Sr. No	Name of Investor Selling Shareholder	Number of Equity Shares to be deposited	Depository	Client ID	Depository Participant	DP ID
Promoter Group Selling Shareholders						
1.	The Karan Soni 2018 CG-NG Nevada Trust	1,100,000	NSDL	12721641	Kotak Mahindra Bank Ltd.	IN302814
2.	The Meher Soni 2018 CG-NG Nevada Trust	1,100,000	NSDL	12721650	Kotak Mahindra Bank Ltd.	IN302814
3.	Pamela Soni	2,200,000	NSDL	17030804	Kotak Securities Limited	IN300214
Investor Selling Shareholders						
4.	Ambadevi Mauritius Holding Limited	2,154,192	NSDL	10016808	Citi Bank N.A.	IN300054
5.	Ashoka Investment Holdings Limited	7,180,642	NSDL	10727869	HSBC Securities Services	IN300142
Other Selling Shareholders						
6.	Andrew Warren Code	177,378	NSDL	25311792	Kotak Securities Limited	IN300214
7.	James Norman Hallene	177,378	NSDL	25307190	Kotak Securities Limited	IN300214
8.	Kevin John Code	177,378	NSDL	25307212	Kotak Securities Limited	IN300214
9.	Dennis Francis DeDecker	57,420	NSDL	25311813	Kotak Securities Limited	IN300214
10.	Melvin Keith Gibbs	41,730	NSDL	25443229	Kotak Securities Limited	IN300214
11.	Walter James Gruber	24,706	NSDL	25311805	Kotak Securities Limited	IN300214
12.	Wendy Reichard Hammen	21,556	NSDL	25307204	Kotak Securities Limited	IN300214
13.	Mark Louis Dawson	20,870	NSDL	25443237	Kotak Securities Limited	IN300214
14.	Bradley Lorenz Miller	16,366	NSDL	25288449	Kotak Securities Limited	IN300214
15.	Mary Louise Arp	10,440	NSDL	25323246	Kotak Securities Limited	IN300214
16.	Diana Lynn Craig	8,340	NSDL	25311821	Kotak Securities Limited	IN300214
17.	Marc Christopher Dorau	7,710	NSDL	25527133	Kotak Securities	IN300214

					<i>Limited</i>	
18.	<i>Craig A Johnson</i>	5,010	NSDL	25323254	<i>Kotak Securities Limited</i>	IN300214
19.	<i>Misty Marie Garcia</i>	826	NSDL	25496060	<i>Kotak Securities Limited</i>	IN300214

3. MISCELLANEOUS

3.1 Ratification and Confirmation

Except as expressly amended herein, all terms, representations, warranties, covenants and conditions of the Share Escrow Agreement, as amended, shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. All terms of the Share Escrow Agreement, other than the terms amended by this Amendment Agreement, shall apply *mutatis mutandis* to this Amendment Agreement in the manner set forth in the Share Escrow Agreement.

Each Party to this Amendment Agreement represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.

3.2 Governing Law

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto including all disputes, if any, arising out of the Assignment shall be subject to the courts having jurisdiction in New Delhi, India, having sole and exclusive jurisdiction. This Amendment Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws.

3.3 Effective

This Amendment Agreement shall come into effect immediately on the date first mentioned hereinabove.

3.4 Counterparts

This Amendment Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall, together, constitute only one and the same instrument.

[REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED.

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed for and on behalf of UNIPARTS INDIA LIMITED

Authorised signatory

Name:

Burdeep Singh

Designation:

Chairman and Managing Director

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED.

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF ASHOKA INVESTMENT HOLDINGS LIMITED

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal line and a flourish.

Authorised Signatory

Name: Salma Deenoo

Designation: Director

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED.

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF AMBADEVI MAURITIUS HOLDING LIMITED



Authorised signatory

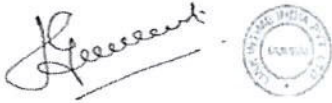
Name: Fareed Soreefan

Designation: Director

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IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF LINK INTIME INDIA PRIVATE LIMITED



Authorised signatory

Name: Dnyanesh Gharote

Designation: Vice President

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND LINK INTIME INDIA PRIVATE LIMITED.

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

SIGNED ON BEHALF OF THE PROMOTER GROUP SELLING SHAREHOLDERS EXCEPT FOR PAMELA SONI, BY ITS DULY CONSTITUTED POWER OF ATTORNEY HOLDER

_____ 

Authorised Signatory

Name: Gurdeepsoni

Designation: POA Holder

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IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

SIGNED ON BEHALF OF THE OTHER SELLING SHAREHOLDERS, BY ITS DULY CONSTITUTED POWER OF ATTORNEY



Authorised Signatory

Name: Lavan Kumar Gupta

Designation: POA Holder

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IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF PAMELA SONI



Name:

Designation: