

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi



सत्यमेव जयते

## e-Stamp

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Certificate Issued Date	: 02-Dec-2020 03:56 PM
Account Reference	: IMPACC (IV)/ dl725503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL72550330728774932914S
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)



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This **AMENDMENT AND SUPPLEMENTAL DEED** (“**this Deed**”) to the SHA (as defined below) is made on 7 December 2020 (“**Execution Date**”).

**BY AND AMONGST:**

1. **Mr. Gurdeep Soni**, holder of passport number Z5292275, son of Late Kirpal Singh, resident of Silveroak Estates, #142 Mall Road, Kishan Garh, Vasant Kunj, New Delhi- 110070, Delhi, India, (hereinafter referred to as “**Gurdeep**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **FIRST PART**;

**AND**

2. **Mr. Paramjit Singh Soni**, holder of passport number 529041981, son of Late Kirpal Singh, resident of 596 High Hampton Drive, Martinez, Georgia 30907-9125, United States of America (hereinafter referred to as “**Paramjit**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

**AND**

3. **Mr. Karan Soni**, holder of passport number 517909644, son of Mr. Paramjit Singh Soni, resident of 4301 Los Feliz Blvd., Apt 4, Los Angeles, California 90027, USA (hereinafter referred to as “**Karan**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **THIRD PART**;

**AND**

4. **Ms. Meher Soni**, holder of passport number 520779691, daughter of Mr. Paramjit Singh Soni, resident of 596 High Hampton Drive, Martinez, Georgia 30907-9125, United States of America (hereinafter referred to as “**Meher**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the **FOURTH PART**;

**AND**

5. **Ms. Sarabjit Soni**, holder of passport number 539501623, wife of Mr. Paramjit Singh Soni, resident of 596 High Hampton Drive, Martinez, Georgia 30907-9125, United States of America (hereinafter referred to as “**Sarabjit**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the **FIFTH PART**;

**AND**

6. **Mr. Shrikant Nadkarni**, holder of passport number 578382388, son of Mr. Mangesh Shivram Nadkarni, resident of 21 Eleanor Drive, Kendall park, New Jersey 08824, United States of America (hereinafter referred to as “**Shrikant**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **SIXTH PART**;

**AND**

7. **Ambadevi Mauritius Holding Limited**, a company incorporated under the Laws of Mauritius having its registered address at Sanne House, Bank Street, Twenty Eight, Cybercity, Ebene

72201, Mauritius (hereinafter referred to as “**Ambadevi**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) of the **SEVENTH PART**;

**AND**

8. **Ashoka Investment Holdings Limited**, a company incorporated under the Laws of Mauritius having its registered address at Sanne House, Bank Street, Twenty Eight, Cybercity, Ebene 72201, Mauritius (hereinafter referred to as “**Ashoka**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) of the **EIGHTH PART**;

**AND**

9. **Uniparts India Limited**, a company incorporated under the Laws of India and having its registered office at Gripwel House, Block - 5, Sector C6 &7, Vasant Kunj, New Delhi - 110070, Delhi, India (hereinafter referred to as the “**Company**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) of the **NINTH PART**;

**AND**

10. **Peak Trust Company -NV**, having its principal office at 1880 Warm Springs Road, Suite 135, Las Vegas, Nevada 89119, United States of America (hereinafter referred to as the “**Peak Trust**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its successors and permitted assigns) of the **TENTH PART**.

**AND**

11. **Mr. Angad Soni**, holder of passport number Z2534217, son of Mr. Gurdeep Soni, residing at Silveroak Estates, #142 Mall Road, Kishan Garh, Vasant Kunj, New Delhi – 110070, Delhi, India, (hereinafter referred to as “**Angad**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **ELEVENTH PART**;

**AND**

12. **Mr. Arjun Soni** holder of passport number Z2276046, son of Mr. Gurdeep Soni, residing at Silveroak Estates, #142 Mall Road, Kishan Garh, Vasant Kunj, New Delhi – 110070, Delhi, India, (hereinafter referred to as “**Arjun**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **TWELVETH PART**;

**AND**

13. **Ms. Pamela Soni**, holder of passport number Z5108494, wife of Mr. Gurdeep Soni, residing at Silveroak Estates, #142 Mall Road, Kishan Garh, Vasant Kunj, New Delhi – 110070, Delhi, India, (hereinafter referred to as “**Pamela**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the **THIRTEENTH PART**;

**AND**

14. **Ms. Tanya Kohli**, holder of passport number Z3277728, daughter of Mr. Gurdeep Soni, residing at 48, Jor Bagh, Delhi-110003, Delhi, India, (hereinafter referred to as “**Tanya**” which

expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include her heirs, executors, administrators and permitted assigns) of the **FOURTEENTH PART.**

(Each of the Company, Ambadevi, Ashoka, Peak Trust, Gurdeep, Paramjit, Karan, Meher, Sarabjit, Shrikant, Angad, Arjun, Pamela and Tanya shall hereinafter collectively be referred to as “**Parties**” and individually as a “**Party**”.)

## 1. **DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions.** Unless defined in this Deed, capitalized words and expressions used in this Deed shall have the respective meanings (if any) given to them in the SHA. Additionally:

“**Documents**” shall mean cumulatively, the documents mentioned in Clause 2 below.

“**SHA**” shall mean the shareholders’ agreement in relation to the Company executed among the Company, Gurdeep, Paramjit, Ambadevi and Ashoka on September 25, 2007, as amended from time to time thereafter prior to the date hereof.

1.2 **Interpretation.** The provisions of the interpretation clause of the SHA (*Interpretation*) shall apply *mutatis mutandis* to this Deed.

## 2. **NATURE OF AMENDMENTS**

As on the date hereof, the following agreements have been entered into by the relevant Parties from time to time in connection with the SHA (collectively, the “**Documents**”):

2.1 Letter agreement dated September 7, 2010 executed by Ambadevi and Ashoka and agreed and accepted by the Company, Gurdeep and Paramjit in connection with *inter alia* the extension of timeline for IPO (“**IPO Extension Letter-I**”).

2.2 Deed of accession dated May 31, 2012 to the SHA executed by and amongst Karan and Paramjit in relation to transfer of 26,00,000 equity shares of the Company from Paramjit to Karan (“**Karan Deed of Accession**”).

2.3 Deed of accession dated July 4, 2012 to the SHA executed by and amongst Meher and Paramjit in relation to transfer of 15,80,240 equity shares of the Company from Paramjit to Meher (“**Meher Deed of Accession I**”).

2.4 Deed of accession dated July 4, 2012 to the SHA executed by and amongst Meher and Sarabjit in relation to transfer of 10,19,760 equity shares of the Company from Sarabjit to Meher (“**Meher Deed of Accession II**”).

2.5 Letter agreement dated February 18, 2013 executed by Ambadevi and Ashoka and agreed and accepted by the Company, Gurdeep and Paramjit in connection with *inter alia* the extension of timeline for IPO (“**IPO Extension Letter-II**”), collectively with IPO Extension Letter-I, hereinafter referred to as “**IPO Extension Letters**”).

2.6 The supplemental deed dated January 30, 2014 to the SHA executed by and amongst Gurdeep, Paramjit, Karan, Meher, Ambadevi, Ashoka and the Company in relation to transfer of equity shares of the Company to Karan and Meher (the “**Supplemental Deed I**”).

2.7 The amendment and termination agreement dated December 3, 2018 executed by and amongst the Company, Ambadevi, Ashoka, Gurdeep, Paramjit, Karan and Meher to *inter alia* facilitate



the undertaking of an initial public offer of the Company, to be completed by September 30, 2019 (the “**2018 Amendment and Termination Agreement**”).

- 2.8 Deed of accession dated December 27, 2018 to the SHA executed by and amongst Peak Trust, Gurdeep, Paramjit, Karan, Meher, Ambadevi, Ashoka and Company in relation to transfer of equity shares of the Company from Karan to the Karan Soni 2018 CG-NG Nevada Trust (which was set up pursuant to the Karan Soni 2018 CG-NG Nevada Trust agreement dated November 15, 2018 executed by Karan and Peak Trust) (the “**Karan Peak Trust DOA**”).
- 2.9 Deed of accession dated December 27, 2018 to the SHA executed by and amongst Peak Trust, Gurdeep, Paramjit, Karan, Meher, Ambadevi, Ashoka and Company in relation to transfer of equity shares of the Company from Meher to the Meher Soni 2018 CG-NG Nevada Trust (which was set up pursuant to the Meher Soni 2018 CG-NG Nevada Trust agreement dated November 15, 2018 executed by Meher and Peak Trust) (the “**Meher Peak Trust DOA**”).
- 2.10 Deed of accession dated December 27, 2018 to the SHA executed by and amongst Peak Trust, Gurdeep, Paramjit, Karan, Meher, Ambadevi, Ashoka and Company in relation to transfer of equity shares of the Company from Paramjit to the Paramjit Soni 2018 CG-NG Nevada Trust (which was set up pursuant to the Paramjit Soni 2018 CG-NG Nevada Trust agreement dated November 15, 2018 executed by Paramjit and Peak Trust) (the “**Paramjit Peak Trust DOA**”).
- 2.11 Deed of accession dated December 27, 2018 to the SHA executed by and amongst Shrikant, Gurdeep, Paramjit, Karan, Meher, Ambadevi, Ashoka and Company in relation to appointment of Shrikant as the “Investment Advisor” for the trusts created in the name of “The Karan Soni 2018 CG- NG Nevada Trust”, “The Meher Soni 2018 CG- NG Nevada Trust” and “The Paramjit Soni 2018 CG- NG Nevada Trust” (the “**Shrikant Trust DOA**”).
- 2.12 Deed of accession dated December 27, 2018 to the SHA executed by and amongst Sarabjit, Gurdeep, Paramjit, Karan, Meher, Ambadevi, Ashoka and Company in relation to appointment of Sarabjit as the “Protector” for the trusts created in the name of “The Karan Soni 2018 CG- NG Nevada Trust” and “The Paramjit Soni 2018 CG- NG Nevada Trust” (the “**Sarabjit Trust DOA**”).
- 2.13 The supplemental deed dated December 27, 2018 to the SHA executed by and amongst Gurdeep, Paramjit, Karan, Meher, Ambadevi, Ashoka and the Company in relation to transfer of equity shares of the Company owned by Karan, Meher and Paramjit to the individual trusts (hereinafter each an “**Individual Trust**”) created in the name of “The Karan Soni 2018 CG- NG Nevada Trust”, “The Meher Soni 2018 CG- NG Nevada Trust” and “The Paramjit Soni 2018 CG- NG Nevada Trust” respectively (the “**Supplemental Deed II**”).
- 2.14 The letter agreement dated October 10, 2019 executed by and amongst the Company, Ambadevi, Ashoka, Gurdeep, Paramjit, Sarabjit, Karan, Meher, Shrikant and Peak Trust to amend the Supplemental Deed II (the “**2019 Letter Agreement**”) to *inter alia* insert the reference of 2018 Amendment and Termination Agreement therein.

### 3. **PURPOSES OF THIS DEED**

- 3.1 This Deed is being executed for the following purposes:
  - (i) to consolidate and record, in one document for ease of reference, the amendments made to the SHA prior to the Execution Date, by the Parties from time to time under the Documents, so that all subsisting amendments to the SHA, which have not been superseded prior to the Execution Date, are recorded under this Deed with intent that all such amendments are enforceable under this Deed. Such amendments are mainly in connection with:

- (a) Transfer of shares of the Company from Paramjit to Karan and Meher, and from Sarabjit to Meher.
  - (b) Transfer of shares owned by Karan, Meher and Paramjit to the Individual Trusts.
  - (c) Extension of timelines for IPO and other amendments of the IPO related provisions in the SHA.
- (ii) to record the Parties' agreement to temporarily suspend their respective rights and obligations under Clause 11 of the SHA in accordance with the terms set out herein;
  - (iii) to record the terms and conditions of, and the consent of the Investors to, the proposed transfer of certain Shares of the Company from Gurdeep to Angad, Arjun, Pamela and Tanya, in accordance with the terms set out herein;
  - (iv) to record the terms and conditions of, and the consent of the Investors to, the proposed transfer of certain Shares of the Company from Paramjit to the Paramjit Soni 2018 CG-NG Nevada Trust, Meher to the Meher Soni 2018 CG-NG Nevada Trust and Karan to the Karan Soni 2018 CG-NG Nevada Trust, in accordance with the terms set out herein; and
  - (v) to amend the SHA in relation to the terms "Investor Subscription Shares" and "Investment Amount" used therein in accordance with the terms set out herein.

#### 4. CONFIRMATION OF SUBSISTING AMENDMENTS TO THE SHA

##### 4.1 **Transfer of shares of the Company from Paramjit to Karan and Meher and from Sarabjit to Meher**

The Investors had consented to the transfer of certain shares held by Paramjit to Karan and Meher and from Sarabjit to Meher subject to the provisions of the SHA, and the provisions reproduced in this Clause 4.1. Each of Paramjit, Karan and Meher hereby acknowledge and confirm that with effect from 30 January 2014, being the date of execution of the Supplemental Deed I, the following has been agreed:

- (i) Karan and Meher shall observe and discharge all the terms and conditions of the SHA which are applicable to them in all respects as would be applicable to a Sponsor Affiliate as under the SHA.
- (ii) Paramjit shall be jointly and severally liable with Karan and Meher for the performance of the obligations of Karan and Meher under the SHA.
- (iii) Karan and Meher are bound as Sponsor Affiliates or a member of the Sponsor Group under Clause 3.2(a)(ii), proviso to Clause 9.2, Clause 9.3, Clause 11.1, Clause 11.6(b), Clause 11.7, Clause 11.8, Clause 12.7 to 12.9 of the SHA. Further, in their capacity as Shareholders, Karan and Meher are also bound by Clause 6, Clause 8.2(c), Clause 9.1 of the SHA. Karan and Meher have acknowledged and agreed that they have read the said clauses and will adhere to these clauses.
- (iv) Karan and Meher shall vote along with Paramjit or as directed by Paramjit to ensure that Paramjit fulfills his obligations as a Sponsor under the SHA or otherwise.

- (v) Karan and Meher will continue to be regarded as Sponsor Affiliates if the IPO does not occur at any time for any reason whatsoever.

Paramjit, Karan and Meher hereby agree and undertake to continue to abide by the understanding recorded under this Clause 4.1.

#### 4.2 **Transfer of shares owned by Karan, Meher and Paramjit to Individual Trusts**

The Investors had consented to the transfer by each of Paramjit, Karan and Meher (“**Transferors**”) of some of their respective shareholding in the Company to Peak Trust to be held as trust property forming part of the relevant Transferor’s Individual Trust, subject to the provisions of the SHA, and the provisions reproduced in this Clause 4.2. Gurdeep, Karan, Meher, Paramjit, Peak Trust, the Protector and the Investment Advisor hereby acknowledge and confirm that with effect from 27 December 2018, being the date of execution of each of the Karan Peak Trust DOA, Meher Peak Trust DOA, Paramjit Peak Trust DOA, Sarabjit Trust DOA, Shrikant Trust DOA and Supplemental Deed II, the following has been agreed:

- (i) The aforesaid transfers from the Transferors to the Peak Trust do not, in any manner whatsoever, discharge Gurdeep, Paramjit, Karan and Meher (the “**Sponsor Parties**”) from their respective obligations under the SHA. Further, all rights and obligations attaching to the Shares held by the Transferors prior to the said transfer shall continue to attach to the Shares upon completion of the said transfer.
- (ii) For the purposes of the provisions of the SHA relating to calculation of thresholds/holding of Shares by the Sponsor Parties, the Sponsor Parties have acknowledged that such provisions shall be construed on the basis that the Shares held by Peak Trust form part of the shareholding of the relevant Sponsor Party in the Company.
- (iii) The Sponsor Parties have acknowledged that the Trust Agreements (as defined in the Supplemental Deed II) have been entered into by the Transferors with Peak Trust for the formation and operation of the Individual Trusts, and that such agreements are the only agreements/arrangements relating to such Individual Trusts and the maintenance of trust property thereunder. The Sponsor Parties shall not effect any changes to the provisions of the Trust Agreements without the prior written consent of the Investors.
- (iv) The Sponsor Parties shall not issue any instructions to Peak Trust, the Protector (as defined in the Trust Agreements) or the Investment Advisor (as defined in the Trust Agreements) of the Individual Trusts which are in contravention of, or may adversely affect the Sponsor Parties’ ability to perform their respective obligations under the SHA and this Deed. Further, the Sponsor Parties shall procure that Peak Trust, the Protector and the Investment Advisor comply with the provisions of this Deed and the SHA in all respects.
- (v) In the event that Peak Trust, the Protector or/and the Investment Advisor act in contravention of, or otherwise fail to comply with the provisions of, this Deed and the SHA, the Investors will be entitled to, at their sole discretion, cause the relevant Sponsor Parties to remove Peak Trust, Protector or/and Investment Advisor (as the case may be) and appoint a new trustee, Protector or/and Investment Advisor (as the case may be) to the relevant Individual Trust with the prior written consent of the Investors or cause retransfer of the Shares held by Peak Trust to the relevant Transferor. Further, none of Peak Trust, the Protector and the Investment Advisor shall be removed or replaced without the prior written consent of the Investors.

- (vi) The Sponsor Parties shall be liable for all actions of Peak Trust, the Protector and the Investment Advisor. Any contravention by Peak Trust, the Protector or the Investment Advisor of the provisions of this Deed and the SHA shall be deemed to be a contravention by the Sponsor Parties.
- (vii) The Sponsor Parties have represented and warranted that:
  - (a) Peak Trust shall exercise all the powers granted to it under the respective Trust Agreements with respect to investing/ reinvesting and maintaining the trust property thereunder and shall exercise voting rights incident to any such investments and execute agreements with respect to such investments only as the Investment Advisor of the respective Individual Trusts directs in writing.
  - (b) Except in accordance with the Trust Agreements, none of Peak Trust, the Protector and the Investment Advisor have any right to take actions in respect of the Shares under applicable law or any other agreement/arrangement.
  - (c) The copies of the Trust Agreements provided to the Investors are true and correct in all respects and there are no other documents executed with Peak Trust in relation to the Shares held by the Sponsor Parties.
  - (d) Subject to Clause 4.2 (viii) below, the Protector and the Investment Advisor under the Trust Agreements shall only be appointed from among the Sponsor Parties and no other party shall hold either of the aforesaid positions without the prior written consent of the Investors.
  - (e) The obligations of the Sponsor Parties under Clause 4.2 (i) to (viii) of this Deed constitute legal and binding obligations of the Sponsor Parties and are enforceable against the relevant Sponsor Parties in accordance with their respective terms under Applicable Law (as defined in the Trust Agreements).
- (viii) Notwithstanding anything to the contrary set out under the Trust Agreements, in the event that any person other than the Sponsor Parties is proposed to be appointed as the Protector or the Investment Advisor of the Individual Trust, such appointment will require prior written consent of the Investors and execution of a deed of accession to the SHA in a form agreed by the Investors.
- (ix) Peak Trust, Sarabjit (as the Protector) and Shrikant (as the Investment Advisor) have agreed that as from the date of completion of the transfer of the relevant Shares by the Transferors to Peak Trust (“**Transferred Shares**”), they will observe and discharge all the terms and conditions of the SHA which are applicable to them in all respects as if they had been originally party to the SHA and the SHA shall be construed accordingly. The Sponsor Parties and Peak Trust acknowledge that notwithstanding the transfer of the Transferred Shares all rights and obligations attached to the Transferred Shares prior to the transfer shall continue to apply in the same manner as had been applicable prior to the transfer.
- (x) Peak Trust, Sarabjit (as the Protector) and Shrikant (as the Investment Advisor) shall not take any actions in respect of the Transferred Shares which are inconsistent with the provisions of the SHA. Shrikant (as the Investment Advisor) has further undertaken that any sale, transfer, disposal, exercise of voting right or other action in respect of the Transferred Shares and/or any rights, interests and benefits attached thereto shall at all times be in accordance with the provisions of this Deed and the SHA.

With reference to Clause 4.2 (vii)(a), the Sponsor Parties confirm that Peak Trust also has given its agreement to the obligation referred to therein.

With reference to Clause 4.2 (viii) above, the Investors acknowledge that they have already permitted Shrikant to be appointed as Investment Advisor and Sarabjit as Protector of the Individual Trusts in the name of Paramjit and Karan, respectively, following the execution by them of deeds of accession in a form acceptable to the Investors.

The Trust Agreements, as amended from time to time with the prior written consent of the Investors in accordance with the Supplemental Deed II, are attached as Annexure I to this Deed.

Gurdeep, Karan, Meher, Paramjit, Peak Trust, the Protector and the Investment Advisor hereby agree and undertake to continue to abide by the understanding recorded under this Clause 4.2.

#### 4.2A Amendment to Supplemental Deed II

The Parties hereby agree that with effect from the Execution Date, Gurdeep shall not be regarded as part of "Sponsor Parties" in the Supplemental Deed II. Accordingly, the phrase "*GS, PS, Karan and Meher are hereinafter collectively referred to as the "Sponsor Parties"*" in the title to the Supplemental Deed II is hereby amended and replaced by "*PS, Karan and Meher are hereinafter collectively referred to as the "Sponsor Parties"*", provided that such exclusion of Gurdeep as part of "Sponsor Parties" does not, in any manner whatsoever, discharge Gurdeep from any of his obligations under the SHA or this Deed.

#### 4.3 **Initial Public Offer**

4.3.1 Pursuant to the IPO Extension Letter-I, the following amendments were made to the SHA:

- (i) Clause 8.1 (a) of the SHA: The words '31 March 2011' were replaced with the words '31 March 2012'.
- (ii) Clause 8.1(b) of the SHA: The words '30 September 2011' were replaced with the words '30 September 2012'.
- (iii) Clause 8.1(e) of the SHA: The words '30 September 2010' were replaced with the words '30 September 2011', whereby under Clause 8.1(e) of the SHA, in the event that an IPO Investment Bank is not engaged by the Company by 30 September 2011, the Investors, at any time thereafter, shall in addition and without prejudice to the right of the Company to appoint the IPO Investment Bank have the right, at the cost of the Company, to engage an IPO Investment Bank.
- (iv) Clause 9.5(d) of the SHA: The words '31 March 2011' were replaced with the words '31 March 2012'.
- (v) Clause 11.1 of the SHA: The words '31 March 2011' were replaced with '31 March 2012' and the words '30 September 2011' were replaced with the words '30 September 2012'.
- (vi) Paragraph 16(d) of Schedule 3 (*Reserved Matters*) of the SHA: The words '30 September 2011' were replaced with the words '30 September 2012'.

The Parties agree and acknowledge that the aforesaid amendments to the SHA (other than the amendment to Clause 8.1(e) stated above which continues to remain operative) are no longer applicable in light of the subsequent amendments to the SHA by virtue of the other Documents.



4.3.2 The Parties agree that the following amendments have been made to the SHA, with effect from 18 February 2013, being the date of execution of the IPO Extension Letter-II:

- (i) Clause 8.1(a) of the SHA has been substituted with the following: *“Each of the Company and the Sponsors undertakes and covenants with the Investors that the Company will file a draft red herring prospectus in connection with an IPO on a Recognised Stock Exchange (“DRHP”) by 30 September 2013 and will complete the IPO by 31 March 2014”*
- (ii) Clause 8.1(b) of the SHA has been substituted with the following: *“Subject to Clause 8.2, the terms, timing and pricing of the IPO shall be subject to the approval of the Board and Shareholders at their respective meetings, which shall, require the affirmative vote of the Investors’ Nominee Director. Notwithstanding the foregoing, any proposed IPO after 30 September 2013 will not be a Reserved Matter, if the Company has filed the DRHP by 30 September 2013, provided such an IPO is consummated pursuant to such DRHP by 31 March 2014.”*
- (iii) Clause 9.5(d) of the SHA has been amended such that the Company and each of the Sponsors acknowledges that the restrictions set out in Clause 9.4 in respect of any Transfer by the Investors of any Investors’ Transfer Shares shall not apply in respect of a proposed Transfer by the Investors of all or part of their Shares in accordance with Clause 11 in the event the Company does not file the DRHP by 30 September 2013, or if in the event the Company has filed the DRHP by such date, it has not completed the IPO by 31 March 2014;
- (iv) The first sentence of Clause 11.1 of the SHA has been substituted with the following: *“If the Company does not file the DRHP by 30 September 2013, or if in the event the Company has filed the DRHP by such date but does not complete the IPO by 31 March 2014, for any reason whatsoever, and the Investors have not been able to exit from their investment in the Company by a sale of their shares to a third party in accordance with Clause 9.4 or to the Sponsors on terms acceptable to the Investors, the Investors shall, subject to Clause 11.2, have the right (**Exit Put Option**) at any time after 30 September 2013, if the DRHP has not been filed by such date or after 31 March 2014, if the IPO is not completed by such date, exercisable on written notice to the Sponsors and the Company (an **Exit Notice**) to sell all (but not some) of the Investor Subscription Shares held by it and the Investors’ Affiliates to the Sponsor Group and the Company subject to applicable laws.”*
- (v) Paragraph 16(d) of Schedule 3 (*Reserved Matters*) of the SHA has been amended as follows: *“any proposed IPO of the Company after 30 September 2013, if the DRHP has been filed by such date and an IPO is consummated pursuant to such DRHP by 31 March 2014.”*

4.3.3 Pursuant to the 2018 Amendment and Termination Agreement certain amendments were made to the SHA to facilitate the undertaking of an initial public offer of the Company, to be completed by September 30, 2019 or such other extended date as may be mutually agreed amongst the Parties in writing. However, the Parties hereby acknowledge and confirm that as per Clause 17 of the 2018 Amendment and Termination Agreement, (1) the aforesaid agreement stands terminated and is of no further force or effect without any further action by any Party since the listing and trading of the Equity Shares of the Company have not occurred on or before 30 September 2019; and (2) the SHA has been automatically re-instated to the position prior to the execution of the aforesaid agreement and shall be deemed to have been continuing during the period from the date of execution of the aforesaid agreement and the date of termination without any break or interruption whatsoever.

4.3.4 In connection with the proposed IPO of the Company, Gurdeep, Paramjit, Ashoka Ambadevi and the Company had signed a Letter Agreement dated September 22, 2014, and Gurdeep, Paramjit, Ashoka and Ambadevi had signed a Letter Agreement dated September 22, 2014. These agreements were also referred to in the 2018 Amendment and Termination Agreement. The Parties agree that each of these agreements stands terminated forthwith.

5. **TEMPORARY SUSPENSION OF RIGHTS AND OBLIGATIONS UNDER CLAUSE 11 OF SHA**

Without prejudice to any other provisions of the SHA and this Deed, the Parties hereby acknowledge and agree to suspend their respective rights and obligations under Clause 11 of the SHA (Alternative Exit Mechanism) from the date of execution of this Deed until 31 December 2021. From 1 January 2022, this Clause 5 shall stand terminated with immediate effect and be of no further force or effect without any further action by any Party. Upon termination of this Clause 5 on 1 January 2022, Clause 11 of the SHA shall be automatically re-instated to the position prior to the execution of this Deed and shall be deemed to have been continuing during the period from the date of execution of this Deed and the date of termination of this Clause 5 without any break or interruption whatsoever.

6. **PROPOSED TRANSFER OF SHARES FROM GURDEEP TO CERTAIN INDIVIDUALS**

Gurdeep is proposing to transfer the Shares more particularly described in Schedule - 1 hereto (the “**Gurdeep Transferred Shares**”) to the persons set out in Schedule - 1 hereto (“**Gurdeep Transferees**”). Further, as per the SHA, Tanya Kohli (one of the Gurdeep Transferees) is not an Affiliate of any Sponsor and is also excluded from the definition of Sponsor Group. The shareholding pattern of the Company after the completion of the transfer of the Gurdeep Transferred Shares will be as set out in Schedule - 2. The Sponsors have also requested the Investors that Tanya Kohli may now be categorized as a Sponsor Affiliate and covered under the definition of Sponsor Group with effect from the Execution Date.

In light of the above, in connection with the proposed transfer by Gurdeep and inclusion of Tanya Kohli in Sponsor Affiliate and Sponsor Group, the Parties hereby agree that Tanya Kohli, with effect from the Execution Date and for all purposes under and in terms of the SHA, shall be categorized as an Affiliate of Gurdeep Soni, and, therefore, will become a member of Sponsor Group, but not as a Sponsor. Accordingly, the definitions of “Affiliate”, “Sponsor Connected Person” and “Sponsor Group” in the SHA are hereby amended and replaced with the following definitions:

*“Affiliate of any specified Person means any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person, and any investment funds managed or advised by such specified Person, and in the case of a natural Person, shall include its lineal ascendants and descendants and their spouse; provided that no Group Company shall be considered as the Affiliate of any Shareholder. For the avoidance of doubt, (i) Tanya Kohli shall be considered an Affiliate of Gurdeep Soni; and (ii) an Affiliate of the Investors shall be deemed to include PineBridge Investments Asia Limited (formerly known as AIG Global Investment Corporation (Asia) Ltd.) and its Affiliates; provided however that non-private equity funds managed by PineBridge India Private Limited (formerly known as AIG Global Asset Management Company (India) Pvt. Ltd.) shall not be regarded as Affiliates of Investors;”*

*“Sponsor Connected Person means any Person Controlled by the Sponsors, any lineal ascendant or descendant of the Sponsor, the spouse of a Sponsor, or any Relative of the Sponsors, who has business dealings with the Company;”*

*“Sponsor Group means the Sponsors and their spouse and children;”*

Pursuant to the provisions of Clause 9.2 of the SHA and subject to compliance with the covenants herein, the Investors hereby give consent to Gurdeep for the transfer of his shareholding in the Company to the Gurdeep Transferees, in the manner as provided in Schedule - 1. The aforesaid transfer and holding of such Shares by the Gurdeep Transferees shall be subject to the provisions of this Deed and the SHA.

Following completion of the transfer of the Gurdeep Transferred Shares to the Gurdeep Transferees:

- (a) Gurdeep shall be jointly and severally liable with the Gurdeep Transferees for the performance by the Gurdeep Transferee of their obligations under the SHA; and
- (b) Each of the Gurdeep Transferees shall be categorized as a Sponsor Affiliate and a member of Sponsor Group, but not a Sponsor, under the SHA.

Each of the Gurdeep Transferees hereby agrees to the following:

- (a) Following completion of the transfer of the Gurdeep Transferred Shares to the Gurdeep Transferees, each of Gurdeep Transferees shall adhere to the terms of the SHA and discharge all the terms and conditions of the SHA which are applicable to him/ her.
- (b) Without limiting the generality of the foregoing, each Gurdeep Transferee shall be bound as a Sponsor Affiliate and a member of the Sponsor Group under Clause 3.2(a)(ii), proviso to Clause 9.2, Clause 9.3, Clause 11.1, Clause 11.6(b), Clause 11.7, Clause 11.8, Clause 12.7 to 12.9 of the SHA. Further in the capacity as a Shareholder, such Gurdeep Transferee shall also be bound by Clause 6, Clause 8.2(c), clause 9.1 of the SHA. The Gurdeep Transferees acknowledge and agree that they have read the said clauses and will adhere to these clauses.

The Gurdeep Transferees shall vote along with Gurdeep or as directed by Gurdeep to ensure that Gurdeep fulfills his obligations as a Sponsor under the SHA or otherwise.

## **7. PROPOSED TRANSFER OF SHARES OWNED BY KARAN, MEHER AND PARAMJIT TO INDIVIDUAL TRUSTS**

In addition to the Transferred Shares referred to in Clause 4.2 of this Deed, each of the Transferors are also proposing to transfer the Shares more particularly described in Schedule - 3 hereto (the “**Additional Transferred Shares**”), in each case, to Peak Trust to be held as trust property forming part of the relevant Transferor’s Individual Trust. The shareholding pattern of the Company after the completion of the transfer of the Additional Transferred Shares will be as set out in Schedule - 4.

Pursuant to the provisions of Clause 9.2 of the SHA and subject to compliance with the covenants herein, the Investors hereby give consent to Karan, Meher and Paramjit for the transfer of their shareholdings in the Company to Peak Trust to be held as trust property forming part of the relevant Transferor’s Individual Trust, in the manner as provided in Schedule - 3. The aforesaid transfer and holding of such Shares by Peak Trust shall be subject to the provisions of this Deed and the SHA.

Gurdeep, Karan, Meher, Paramjit, Peak Trust, the Protector and the Investment Advisor hereby acknowledge and confirm that with effect from the Effective Date, the following has been agreed:

- (i) The aforesaid transfers from the Transferors to the Peak Trust do not, in any manner whatsoever, discharge the Sponsor Parties (being Paramjit, Karan and Meher) from their respective obligations under the SHA. Further, all rights and obligations attaching to the Shares held by the Transferors prior to the said transfer shall continue to attach to the Shares upon completion of the said transfer.
- (ii) For the purposes of the provisions of the SHA relating to calculation of thresholds/holding of Shares by the Sponsor Parties, the Sponsor Parties have acknowledged that such provisions shall be construed on the basis that the Shares held by Peak Trust form part of the shareholding of the relevant Sponsor Party in the Company.
- (iii) The Sponsor Parties acknowledge that the Trust Agreements have been entered into by the Transferors with Peak Trust for the formation and operation of the Individual Trusts, and that such agreements are the only agreements/arrangements relating to such Individual Trusts and the maintenance of trust property thereunder. The Sponsor Parties shall not effect any changes to the provisions of the Trust Agreements without the prior written consent of the Investors.
- (iv) The Sponsor Parties shall not issue any instructions to Peak Trust, the Protector (as defined in the Trust Agreements) or the Investment Advisor (as defined in the Trust Agreements) of the Individual Trusts which are in contravention of, or may adversely affect the Sponsor Parties' ability to perform their respective obligations under the SHA and this Deed. Further, the Sponsor Parties shall procure that Peak Trust, the Protector and the Investment Advisor comply with the provisions of this Deed and the SHA in all respects.
- (v) In the event that Peak Trust, the Protector or/and the Investment Advisor act in contravention of, or otherwise fail to comply with the provisions of, this Deed and the SHA, the Investors will be entitled to, at their sole discretion, cause the relevant Sponsor Parties to remove Peak Trust, Protector or/and Investment Advisor (as the case may be) and appoint a new trustee, Protector or/and Investment Advisor (as the case may be) to the relevant Individual Trust with the prior written consent of the Investors or cause retransfer of the Shares held by Peak Trust to the relevant Transferor. Further, none of Peak Trust, the Protector and the Investment Advisor shall be removed or replaced without the prior written consent of the Investors.
- (vi) The Sponsor Parties shall be liable for all actions of Peak Trust, the Protector and the Investment Advisor. Any contravention by Peak Trust, the Protector or the Investment Advisor of the provisions of this Deed and the SHA shall be deemed to be a contravention by the Sponsor Parties.
- (vii) The Sponsor Parties represent and warrant that:
  - (a) Peak Trust shall exercise all the powers granted to it under the respective Trust Agreements with respect to investing/ reinvesting and maintaining the trust property thereunder and shall exercise voting rights incident to any such investments and execute agreements with respect to such investments only as the Investment Advisor of the respective Individual Trusts directs in writing (the aforesaid obligation has been agreed to by Peak Trust as well).

- (b) Except in accordance with the Trust Agreements, none of Peak Trust, the Protector and the Investment Advisor have any right to take actions in respect of the Shares under applicable law or any other agreement/arrangement.
  - (c) The copies of the Trust Agreements provided to the Investors are true and correct in all respects and there are no other documents executed with Peak Trust in relation to the Shares held by the Sponsor Parties.
  - (d) Subject to Clause 7 (viii) below, the Protector and the Investment Advisor under the Trust Agreements shall only be appointed from among the Sponsor Parties and no other party shall hold either of the aforesaid positions without the prior written consent of the Investors.
  - (e) The obligations of the Sponsor Parties under Clause 7 (i) to (viii) of this Deed constitute legal and binding obligations of the Sponsor Parties and are enforceable against the relevant Sponsor Parties in accordance with their respective terms under Applicable Law (as defined in the Trust Agreements).
- (viii) Notwithstanding anything to the contrary set out under the Trust Agreements, in the event that any person other than the Sponsor Parties is proposed to be appointed as the Protector or the Investment Advisor of the Individual Trust, such appointment will require prior written consent of the Investors and execution of a deed of accession to the SHA in a form agreed by the Investors.
- (ix) Peak Trust, Sarabjit (as the Protector) and Shrikant (as the Investment Advisor) have agreed that as from the date of completion of the transfer of the Additional Transferred Shares by the Transferors to Peak Trust, they will observe and discharge all the terms and conditions of the SHA which are applicable to them in all respects as if they had been originally party to the SHA and the SHA shall be construed accordingly. The Sponsor Parties and Peak Trust acknowledge that notwithstanding the transfer of the Transferred Shares all rights and obligations attached to the Transferred Shares prior to the transfer shall continue to apply in the same manner as had been applicable prior to the transfer.
- (x) Peak Trust, Sarabjit (as the Protector) and Shrikant (as the Investment Advisor) shall not take any actions in respect of the Transferred Shares which are inconsistent with the provisions of the SHA. Shrikant (as the Investment Advisor) has further undertaken that any sale, transfer, disposal, exercise of voting right or other action in respect of the Transferred Shares and/or any rights, interests and benefits attached thereto shall at all times be in accordance with the provisions of this Deed and the SHA.

With reference to Clause 7 (vii)(a), the Sponsor Parties confirm that Peak Trust also has given its agreement to the obligation referred to therein.

With reference to Clause 7(viii) above, the Investors acknowledge that they have already permitted Shrikant to be appointed as Investment Advisor and Sarabjit as Protector of the Individual Trust in the name of Paramjit and Karan, respectively, following the execution by them of deeds of accession in a form acceptable to the Investors.

Gurdeep, Karan, Meher, Paramjit, Peak Trust, the Protector and the Investment Advisor hereby agree and undertake to continue to abide by the understanding recorded under this Clause 7.

## 8. AMENDMENTS TO THE SHA IN RELATION TO INVESTOR SUBSCRIPTION



## SHARES AND INVESTMENT AMOUNT

- 8.1 The Parties acknowledge that pursuant to the Investment Agreement dated 13 September 2007 executed by and amongst the parties to the SHA, the Investors had subscribed to 3,111,611 (Three million one hundred and eleven thousand six hundred and eleven) Shares in the following manner: (a) Ashoka subscribed to 1,957,331 (One million nine hundred and fifty seven thousand three hundred and thirty one) Shares and Ambadevi subscribed to 587,199 (Five hundred and eighty seven thousand one hundred and ninety nine) Shares on 25 September 2007; and (b) Ashoka subscribed to 436,216 (Four hundred and thirty six thousand two hundred and sixteen) Shares and Ambadevi subscribed to 130,865 (One hundred and thirty thousand eight hundred and sixty five) Shares on 27 March 2009.
- 8.2 The Investors invested an additional amount of USD1,473,300 (“**Rights Issue Investment Amount**”) and subscribed to 1,555,806 (One million five hundred and fifty five thousand eight hundred and six) Shares (“**Investor Rights Issue Shares**”) in the following manner: (a) Ashoka subscribed to 1,196,774 (One million one hundred and ninety six thousand seven hundred and seventy four) Shares for a consideration of USD1,133,308; and (b) Ambadevi, subscribed to 359,032 (Three hundred and fifty nine thousand and thirty two) Shares for a consideration of USD339,992. Further, in or around April 2014, the Investors exercised their rights to permit the Company to issue bonus shares to its shareholders. Accordingly and as a part of such bonus issuance, on 4 April 2014, the Investors were issued and allotted 4,667,417 (Four million six hundred and sixty seven thousand four hundred and seventeen) Shares (“**Investor Bonus Shares**”) by way of a bonus issuance in the following manner: (a) 3,590,321 (Three million five hundred and ninety thousand three hundred and twenty one) Shares issued and allotted to Ashoka and (b) 1,077,096 (One million seventy seven thousand and ninety six) Shares issued and allotted to Ambadevi.
- 8.3 The Parties confirm that it is the intent of the Parties that the term “Investor Subscription Shares” as defined in the SHA should mean collectively (a) the shares subscribed by the Investors pursuant to the Investment Agreement; (b) the Investor Rights Issue Shares; and (c) the Investor Bonus Shares.
- 8.4 The Parties hereby agree that the definition of “Investor Subscription Shares” in the SHA is hereby amended and replaced by the following:
- “Investor Subscription Shares” means, collectively: (a) the 3,111,611 (Three million one hundred and eleven thousand six hundred and eleven) Shares subscribed by the Investors pursuant to the Investment Agreement; and (b) the “Investor Rights Issue Shares” and the “Investor Bonus Shares” as described in Clause 8.2 of the Amendment and Supplemental Deed dated 7 December 2020 by and amongst the Sponsors, the Investors, the Company, Karan Soni, Meher Soni, Sarabjit Soni, Shrikant Nadkarni, Peak Trust Company - NV, Angad Soni, Arjun Soni, Pamela Soni and Tanya Kohli;”*
- 8.5 For the avoidance of doubt, the Parties agree that any Shares issued after the date of this Deed to the Investors shall not be considered as part of the “Investor Subscription Shares” unless otherwise mutually agreed amongst the Parties in writing.
- 8.6 Accordingly, notwithstanding anything to the contrary contained in the SHA, the Parties hereby agree and clarify that all references to “**Investor Subscription Shares**” in the SHA (including but not limited to in Clause 2.2 (*Increase in Capital*), Clause 8 (*IPO*), Clause 9 (*Share Transfer Restrictions*), Clause 11 (*Alternative Exit Mechanism*), Clause 12 (*Event of Default*) and Clause 14 (*Term of the Shareholders Agreement*) of the SHA) shall be deemed to mean collectively (a) the shares subscribed by the Investors pursuant to the Investment Agreement; (b) the Investor Rights Issue Shares; and (c) the Investor Bonus Shares.

8.7 The Parties hereby also agree and clarify that, notwithstanding anything to the contrary contained in the SHA, all references to “**Investment Amount**” in the SHA (including but not limited to Clause 2.2 (*Increase in Capital*), Clause 8 (*IPO*), Clause 9 (*Share Transfer Restrictions*), Clause 11 (*Alternative Exit Mechanism*), Clause 12 (*Event of Default*) and Clause 14 (*Term of the Shareholders Agreement*) of the SHA) shall be deemed to mean the aggregate amount of investment made by the Investors in the Company including (a) the investment made for subscribing to the Shares pursuant to the Investment Agreement; and (b) the Rights Issue Investment Amount.

## 9. OVERRIDING PROVISIONS

9.1 The Parties hereby agree that in case Clause 4 of this Deed (*Confirmation of Subsisting Amendments to the SHA*) has missed to include any matters, intent and interpretation from the Documents, or in case of any inconsistency between Clause 4 of this Deed and the Documents, the Documents shall prevail. Further, for the avoidance of doubt, any rights accrued to any Party under any Document, up to the Execution Date, shall survive such supersession and replacement.

9.2 The Parties agree that the SHA stands, with effect from the Execution Date, supplemented and amended by this Deed. In case of any inconsistencies between the SHA and this Deed in relation to the subject matter hereof, the terms of this Deed shall, subject to Clause 9.1, prevail.

## 10. MISCELLANEOUS

10.1 Clause 16 (*Confidentiality*), 17 (*Procuring Obligations*), 19 (*Sponsors’ Liabilities*) to 33 (*No Indirect/ Consequential Losses*) of the SHA shall apply *mutatis mutandis* to this Deed. Provided that, for the purposes of Clause 20 of the SHA, the address and email address of the following Persons are substituted with the details set out below:

(i) To Ashoka:

Address: c/o SANNE Mauritius, Sanne House, Bank Street,  
TwentyEight, Cybercity, Ebene 72201, Mauritius  
Email: [Sangeeta.Bissessur@sannegroup.mu](mailto:Sangeeta.Bissessur@sannegroup.mu)  
Attn: Sangeeta Bissessur

With a copy to:

Address: c/o PineBridge Investments Asia Limited,  
Level 31, Three Pacific Place,  
1 Queen’s Road, Hong Kong.  
Email: [Cecily-SS.Pang@pinebridge.com](mailto:Cecily-SS.Pang@pinebridge.com) / [Jenny.Lau@pinebridge.com](mailto:Jenny.Lau@pinebridge.com)  
Attn: Cecily Pang/Jenny Lau - Legal Department

(ii) To Ambadevi:

Address: c/o SANNE Mauritius, Sanne House, Bank Street,  
Twenty Eight, Cybercity, Ebene 72201, Mauritius  
Email: [Fareed@ifsmauritius.com](mailto:Fareed@ifsmauritius.com)  
Attn: Fareed Soreefan

With a copy to:

Address: c/o PineBridge Investments Asia Limited,  
Level 31, Three Pacific Place,  
1 Queen’s Road, Hong Kong.  
Email: [Cecily-SS.Pang@pinebridge.com](mailto:Cecily-SS.Pang@pinebridge.com) / [Jenny.Lau@pinebridge.com](mailto:Jenny.Lau@pinebridge.com)

- Attn: Cecily Pang/Jenny Lau - Legal Department
- (iii) if to Gurdeep :
- Address: Silveroak Estates, #142 Mall Road, Kishan Garh,  
Vasant Kunj, New Delhi - 1 10070, Delhi, India  
Email: [sonigurdeep@yahoo.com](mailto:sonigurdeep@yahoo.com)  
Attn: Gurdeep Singh Soni
- (iv) if to Paramjit :
- Address: 596 High Hampton Drive, Martinez, Georgia 30907 -9125,  
United States of America  
Email: [paramjitsoni10@gmail.com](mailto:paramjitsoni10@gmail.com)  
Attn: Paramjit Singh Soni
- (v) if to Karan Soni:
- Address: 4301 Los Feliz Blvd, Apt 4, Los Angeles, CA 90027,  
United States of America.  
Email: [karasoni8@gmail.com](mailto:karasoni8@gmail.com)  
Attn: Karan Soni
- (vi) if to Meher Soni:
- Address: 596 Hampton Drive, Martinez, Georgia 30907 - 9125,  
United States of America  
Email: [mehersoni326@gmail.com](mailto:mehersoni326@gmail.com)  
Attn: Meher Soni
- (vii) if to Sarabjit Soni:
- Address: 596 Hampton Drive, Martinez, Georgia 30907 - 9125,  
United States of America  
Email: [sarabsoni@gmail.com](mailto:sarabsoni@gmail.com)  
Attn: Sarabjit Soni
- (viii) if to Shrikant Nadkarni:
- Address: 21 Elenor Drive, Kendall Park, NJ 08824, United States of America.  
Email: [shree@nexthorizonadvisors.com](mailto:shree@nexthorizonadvisors.com)  
Attn: Shrikant Nadkarni
- (ix) if to Peak Trust:
- Address: 1880 Warm Springs Road, Suite 135, Las Vegas, Nevada 89119,  
United States of America.  
Email: [bcintula@peaktrust.com](mailto:bcintula@peaktrust.com)/ [kcasteel@peaktrust.com](mailto:kcasteel@peaktrust.com)
- (x) if to the Company:
- Address: Gripwel House, Block 5, Sector C6 & 7, Vasant Kunj,  
New Delhi- 110070, India  
(marked for the attention of Managing Director)  
Email: [compliance.officer@unipartsgroup.com](mailto:compliance.officer@unipartsgroup.com)

(xi) if to Angad Soni:

Address: Silveroak Estates, #142 Mall Road, Kishan Garh, Vasant Kunj, New  
Delhi – 110070, Delhi, India  
Email: [angad@sepoyandco.com](mailto:angad@sepoyandco.com)  
Attn: Angad Soni

(xii) if to Arjun Soni:

Address: Silveroak Estates, #142 Mall Road, Kishan Garh, Vasant Kunj, New  
Delhi – 110070, Delhi, India  
Email: [arjun.soni@unipartsgroup.com](mailto:arjun.soni@unipartsgroup.com)  
Attn: Arjun Soni

(xiii) if to Pamela:

Address: Silveroak Estates, #142 Mall Road, Kishan Garh, Vasant Kunj, New  
Delhi – 110070, Delhi, India  
Email: [gurdeep.soni@unipartsgroup.com](mailto:gurdeep.soni@unipartsgroup.com)  
Attn: Pamela Soni

(xiv) if to Tanya:

Address: 48, Jor Bagh, Delhi-110003  
Email: [tk-diamante@hotmail.com](mailto:tk-diamante@hotmail.com)  
Attn: Tanya Kohli

10.2 Each of the Parties agrees to be bound by and perform its obligations under the SHA (as amended and supplemented from time to time) and agrees that it shall not take any action that will have the effect of avoiding or frustrating the obligation of such Party under the SHA (as amended and supplemented from time to time).

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**Annexure - 1**

**Trust Agreements**

*[Enclosed Separately]*



**Schedule - 1**

**Gurdeep Transferred Shares**

<b>Name of Transferor</b>	<b>No. of shares transferred</b>	<b>Name of Transferee</b>
Gurdeep Soni	10,20,480	Pamela Soni
	19,50,000	Angad Soni
	19,90,000	Arjun Soni
	10,00,000	Tanya Kohli
<b>Total</b>	<b>59,60,480</b>	

**Schedule - 2**

**Shareholding Pattern of the Company after completion of the Gurdeep Transferred Shares**

<b>S. No.</b>	<b>Name of Shareholders</b>	<b>No. of Shares</b>	<b>Shareholding %</b>
1	Gurdeep Soni	89,95,090	19.93%
2	The Paramjit Soni 2018 CG-NG Nevada Trust (through Peak Trust Company-NV)	55,95,090	12.40%
3	The Karan Soni 2018 CG-NG Nevada Trust (through Peak Trust Company-NV)	40,00,000	8.86%
4	The Meher Soni 2018 CG-NG Nevada Trust (through Peak Trust Company-NV)	37,00,000	8.20%
5	Ashoka Investment Holdings Limited	71,80,642	15.91%
6	Paramjit Singh Soni	10,00,000	2.22%
7	Meher Soni	15,00,000	3.32%
8	Karan Soni	12,00,000	2.66%
9	Ambadevi Mauritius Holding Limited	21,54,192	4.77%
10	Pamela Soni	30,00,000	6.65%
11	Uniparts ESOP Trust	10,27,200	2.28%
12	Andrew Warren Code	1,77,378	0.39%
13	James Norman Hallene	1,77,378	0.39%
14	Kevin John Code	1,77,378	0.39%
15	Dennis Francis DeDecker	57,420	0.13%
16	Angad Soni	20,00,000	4.43%
17	Melvin Keith Gibbs	41,730	0.09%
18	Walter James Gruber	24,706	0.05%
19	Harpreet Singh Khurana	24,000	0.05%
20	Wendy Reichard Hammen	21,556	0.05%
21	Mark Louis Dawson	20,870	0.05%
22	Bradley Lorenz Miller	16,366	0.04%
23	Mary Louise Arp	10,440	0.02%
24	Rini Kalra	10,436	0.02%
25	Arjun Soni	20,00,000	4.43%
26	Tanya Kohli	10,00,000	2.22%
27	Diana Lynn Craig	8,340	0.02%
28	Marc Christopher Dorau	7,710	0.02%
29	Craig A Johnson	5,010	0.01%
30	Misty Marie Garcia	826	0.00%
	<b>Total</b>	<b>4,51,33,758</b>	<b>100%</b>

**Schedule - 3**

**Additional Transferred Shares**

<b>Name of Transferor</b>	<b>No. of shares transferred</b>	<b>Name of Transferee</b>
Paramjit	800,000	The Paramjit Soni 2018 CG-NG Nevada Trust (through Peak Trust Company-NV) to be held as trust property forming part of Paramjit's Individual Trust
Karan	1,200,000	The Karan Soni 2018 CG-NG Nevada Trust (through Peak Trust Company-NV) to be held as trust property forming part of Karan's Individual Trust
Meher	1,500,000	The Meher Soni 2018 CG-NG Nevada Trust (through Peak Trust Company-NV) to be held as trust property forming part of Meher's Individual Trust
<b>Total</b>	<b>3,500,000</b>	

**Schedule - 4**

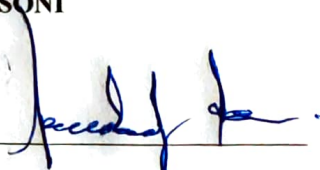
**Shareholding Pattern of the Company after completion of the Additional Transferred Shares and Gurdeep Transferred Shares**

<b>S.No.</b>	<b>Name of Shareholders</b>	<b>No. of Shares</b>	<b>Shareholding %</b>
1	Gurdeep Soni	89,95,090	19.93%
2	The Paramjit Soni 2018 CG-NG Nevada Trust (through Peak Trust Company-NV)	63,95,090	14.17%
3	The Karan Soni 2018 CG-NG Nevada Trust (through Peak Trust Company-NV)	52,00,000	11.52%
4	The Meher Soni 2018 CG-NG Nevada Trust (through Peak Trust Company-NV)	52,00,000	11.52%
5	Ashoka Investment Holdings Limited	71,80,642	15.91%
6	Paramjit Singh Soni	2,00,000	0.44%
7	Ambadevi Mauritius Holding Limited	21,54,192	4.77%
8	Pamela Soni	30,00,000	6.65%
9	Uniparts ESOP Trust	10,27,200	2.28%
10	Andrew Warren Code	1,77,378	0.39%
11	James Norman Hallene	1,77,378	0.39%
12	Kevin John Code	1,77,378	0.39%
13	Dennis Francis DeDecker	57,420	0.13%
14	Angad Soni	20,00,000	4.43%
15	Melvin Keith Gibbs	41,730	0.09%
16	Walter James Gruber	24,706	0.05%
17	Harpreet Singh Khurana	24,000	0.05%
18	Wendy Reichard Hammen	21,556	0.05%
19	Mark Louis Dawson	20,870	0.05%
20	Bradley Lorenz Miller	16,366	0.04%
21	Mary Louise Arp	10,440	0.02%
22	Rini Kalra	10,436	0.02%
23	Arjun Soni	20,00,000	4.43%
24	Tanya Kohli	10,00,000	2.22%
25	Diana Lynn Craig	8,340	0.02%
26	Marc Christopher Dorau	7,710	0.02%
27	Craig A Johnson	5,010	0.01%
28	Misty Marie Garcia	826	0.00%
	<b>Total</b>	<b>4,51,33,758</b>	<b>100%</b>

**SIGNATORIES**

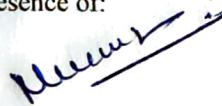
AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
**GURDEEP SONI**



A handwritten signature in blue ink, appearing to read 'Gurdeep Soni', written over a horizontal line.

In the presence of:



A handwritten signature in blue ink, written over a horizontal line, likely representing a witness.



AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
**PARAMJIT SONI**

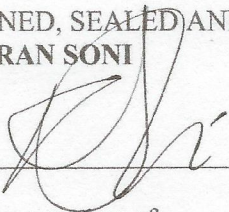
  
\_\_\_\_\_

In the presence of:

  
\_\_\_\_\_

AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
**KARAN SONI**



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In the presence of:



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AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
**MEHER SONI**

*Meher Soni*

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In the presence of:

*Panraj*

---

AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
**SARABJIT SONI**

Sarabjit Soni

In the presence of:

Sonrajit

AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
**SHRIKANT NADKARNI**

*Shrikant Nadkarni*

In the presence of:

*AS Nadkarni*

AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED for and on behalf of  
**AMBADEVI MAURITIUS HOLDING LIMITED**

By:



\_\_\_\_\_  
Name: **Fareed Soreefan**  
Title: **Director**



In the presence of: Joanna Choo Fon

  
\_\_\_\_\_

AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED for and on behalf of  
**ASHOKA INVESTMENT HOLDINGS LIMITED**

By:



Name: **Indranathsingh Seewooruttun**  
Title: **Director**



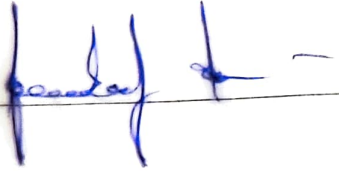
In the presence of: Joanna Choo Fon



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SIGNED, SEALED AND DELIVERED for and on behalf of  
**UNIPARTS INDIA LIMITED**

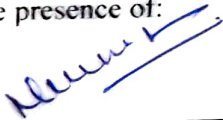
By:



Name:

Title:

In the presence of:





AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED for and on behalf of  
**PEAK TRUST COMPANY – NV**

By:



Name: **Brandon J. Cinfula, Senior Vice President**

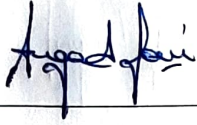
Title: **Chief Operating Officer & Chief Fiduciary Officer**

In the presence of:



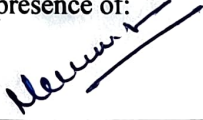
AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
ANGAD SONI



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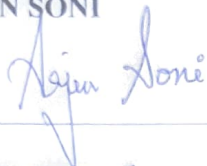
In the presence of:



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AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
ARJUN SONI



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In the presence of:



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AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
**PAMELA SONI**

*Pamela Soni*

\_\_\_\_\_

In the presence of:

*Melanie W.*

\_\_\_\_\_

AS WITNESSED, this document has been executed by the parties (or their duly authorised representatives) as a deed on the date stated first above.

SIGNED, SEALED AND DELIVERED by  
**TANYA KOHLI**



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In the presence of:



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