



महाराष्ट्र MAHARASHTRA

● 2024 ●

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अनु.क्र. दि. मु.सं.रकम.

दस्तावा प्रकार फक्त प्रतिज्ञापत्र

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव गो. डिजिटल जनरल

पत्ता निवासी 1

दुसऱ्या पक्षकाराचे नांव को

हस्ते व्यक्तीचे नांव व पत्ता निवेश के.एम.बी.

मुद्रांक विकत घेणाऱ्याची सही Nish

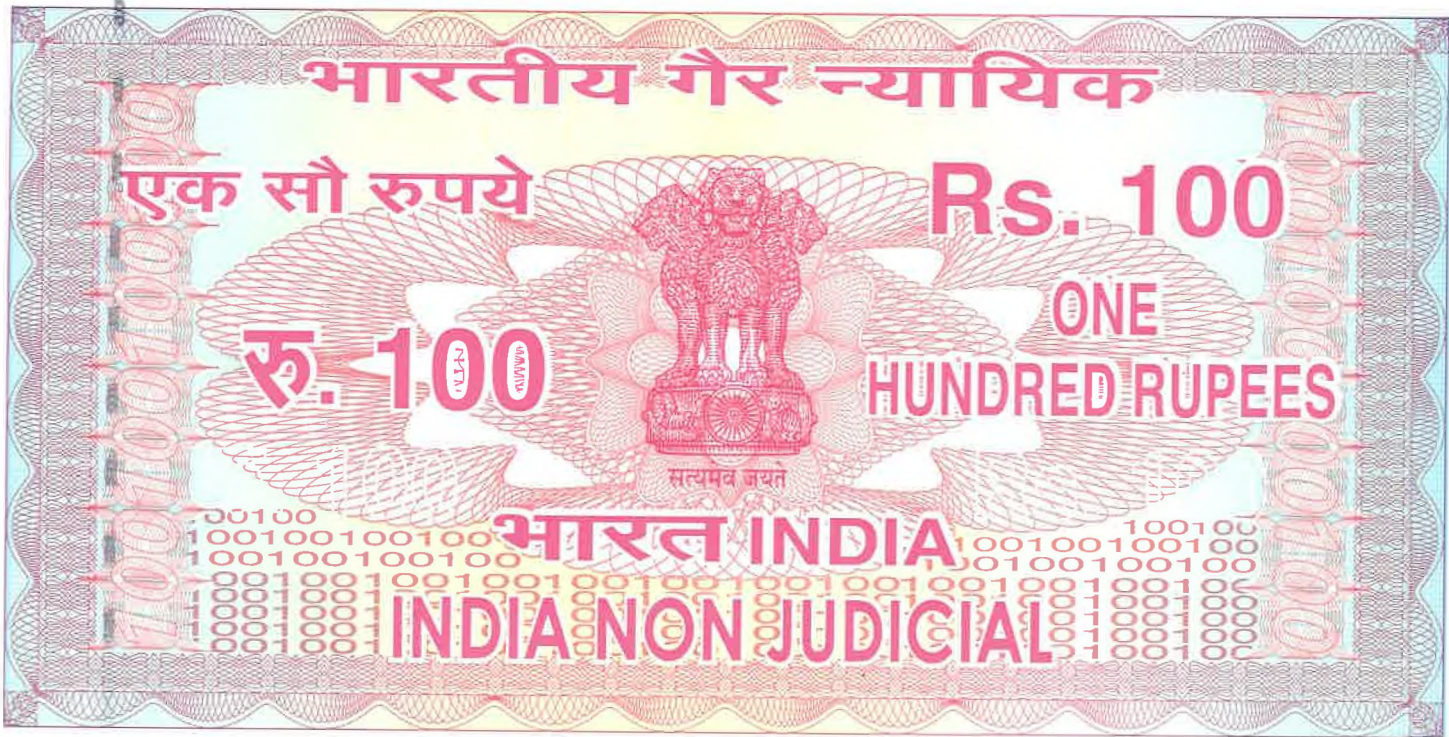
किरण देवराज लडकत
परवाना क्र. 2209924
839, सोमवार पेठ, पुणे-411

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक
खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.

22 MAR 2024

प्रथम मुद्रांक लिपीक
कोषागार पुणे करिता

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE
AMENDMENT AGREEMENT TO THE AMENDED AND RESTATED OFFER
AGREEMENT DATED APRIL 29, 2024 ENTERED INTO BY AND
AMONGST GO DIGIT GENERAL INSURANCE LTD., GO DIGIT INFOWORKS SERVICE
PRIVATE LTD., NIKITA MIHIR VAKHARIA J/W MIHIR ATUL VAKHARIA, NIKUNJ HIRENDRA
SHAH J/W SOHAG HIRENDRA SHAH, SUBRAMANIAM VASUDEVAN J/W SHANTI
SUBRAMANIAM, ICICI SECURITIES LTD., MORGAN STANLEY INDIA COMPANY PVT. LTD.
AXIS CAPITAL LTD., HDFC BANK LTD., IIFL SECURITIES LTD., NUVAMA WEALTH
MANAGEMENT LTD.

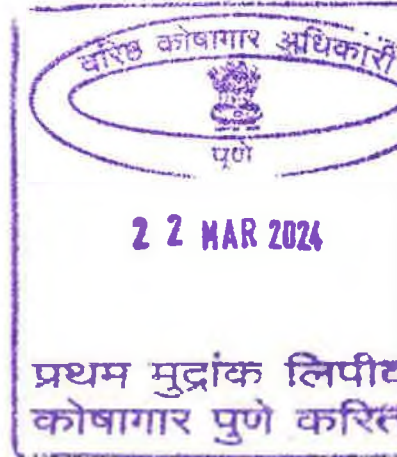


महाराष्ट्र MAHARASHTRA

● 2024 ●

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५९५ 2 APR 2024
अनु.क्र. दि. मु.शु.रकम. 100
दस्तावा प्रकार फक्त प्रतिज्ञापत्र
दस्त नोंदणी करणार आहेत का ? होय/नाही.
मिळकतीचे वर्णन
मुद्रांक दिकत घेणाऱ्याचे नांव डॉ. डिजिट जनरल स्क्वियर वि
पत्ता शिवाजीनगर पुणे
दुसऱ्या पक्षकाराचे नांव
हस्ते व्यक्तीचे नांव व पत्ता निवेष्टा वसन्तगिरी सर



मुद्रांक दिकत घेणाऱ्याची सही
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक
खरेदी केल्यापासून ६ महिन्यात दापरणे बंधनकारक आहे.

किरण देवराम लडकल
परवाना क्र. २२०११२५
४३९, सोमवार पेठ, पुणे-११

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT
TO THE AMENDED AND RESTATED OFFER AGREEMENT DATED APRIL 29, 2024
ENTERED INTO BY AND AMONGST GO DIGIT GENERAL INSURANCE LTD,
GO DIGIT INFOWORKS SERVICES PVT LTD, NIKITA MIHIR VAKHARIA J/W
MIHIR ATUL VAKHARIA, NIKUNJ HIRENDRA SHAH J/W SOHAG HIRENDRA
SHAH, SUBRAMANIAM VASUDEVAN J/W SHANTI SUBRAMANIAM, ICICI SECURITIES
LTD., MORGAN STANLEY INDIA COMPANY PRIVATE LTD, AXIS CAPITAL LTD.,
HDFC BANK LTD, IIFL SECURITIES LTD, NUVAMA WEALTH MANAGEMENT LTD.

DATED APRIL 29, 2024

AMENDMENT AGREEMENT TO THE AMENDED AND RESTATED OFFER AGREEMENT

AMONGST

GO DIGIT GENERAL INSURANCE LIMITED

AND

PROMOTER SELLING SHAREHOLDER

AND

OTHER SELLING SHAREHOLDERS

AND

ICICI SECURITIES LIMITED

AND

MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED

AND

AXIS CAPITAL LIMITED

AND

HDFC BANK LIMITED

AND

IIFL SECURITIES LIMITED

AND

NUVAMA WEALTH MANAGEMENT LIMITED
(formerly known as Edelweiss Securities Limited)



cyril amarchand mangaldas
ahead of the curve

This amendment agreement to the amended and restated offer agreement dated March 30, 2023 (“**Offer Agreement**”), which amended and restated the original offer agreement dated August 14, 2022, is entered into on April 29, 2024 at Mumbai, Maharashtra, India (the “**Amendment Agreement**”) among:

1. **GO DIGIT GENERAL INSURANCE LIMITED**, a company incorporated under the Companies Act, 2013, and having its registered office at 1 to 6 Floor, Ananta One, Pride Hotel Lane, Narveer Tanaji Wadi, City Survey No.1579, Shivajinagar Pune 411005 Maharashtra India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
2. **PROMOTER SELLING SHAREHOLDER**, meaning Go Digit Infoworks Services Private Limited, having its registered office at 1 to 6 Floor, Ananta One, Pride Hotel Lane, Narveer Tanaji Wadi, City Survey No.1579, Shivajinagar, Pune 411005, Maharashtra, India (hereinafter referred to as a “**Promoter Selling Shareholder**”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
3. **OTHER SELLING SHAREHOLDERS**, meaning Nikita Mihir Vakharia jointly with Mihir Atul Vakharia, Nikunj Hirendra Shah jointly with Sohag Hirendra Shah and Subramaniam Vasudevan jointly with Shanti Subramaniam (hereinafter collectively referred to as the “**Other Selling Shareholders**”) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
4. **ICICI SECURITIES LIMITED**, a company incorporated under the laws of India and having its office at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India (hereinafter referred to as “**ISec**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
5. **MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED**, a company incorporated under the laws of India and having its office at 18th Floor, Tower 2, One World Center, Plot – 841, Jupiter Textile Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, Maharashtra, India (hereinafter referred to as “**Morgan Stanley**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
6. **AXIS CAPITAL LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 1st Floor, Axis House, C-2, Wadia International Centre, P.B. Marg, Worli, Mumbai 400 025, Maharashtra, India (“**Axis**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
7. **HDFC BANK LIMITED**, a company incorporated under the laws of India and whose registered office is situated at HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India and operating through its investment banking division situated at Investment Banking Group, Unit no. 701, 702 and 702-A 7th floor, Tower 2 and 3, One International Centre Senapati Bapat Marg, Prabhadevi, Mumbai 400013 Maharashtra, India (“**HDFC Bank**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);
8. **IIFL SECURITIES LIMITED**, a company incorporated under the laws of India and whose registered office is situated at 24th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India (“**IIFL Securities**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns); and
9. **NUVAMA WEALTH MANAGEMENT LIMITED** (*formerly known as Edelweiss Securities Limited*), a company incorporated under the laws of India and whose registered office is situated at 801 – 804, Wing A Building No 3, Inspire BKC, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051, Maharashtra, India (“**Nuvama**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns).

(The Promoter Selling Shareholder and the Other Selling Shareholder are collectively referred to as the “**Selling Shareholders**”. ISec, Morgan Stanley, Axis, HDFC Bank, IIFL Securities and Nuvama are collectively referred to as “**Book Running Lead Managers**”. The Company, the Selling Shareholders and the Book Running Lead Managers are collectively

referred to as “**Parties**” or individually as a “**Party**”).

WHEREAS:

1. The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of the face value of ₹10 each of the Company (the “**Equity Shares**”), comprising: (A) a fresh issue of Equity Shares by the Company aggregating up to ₹ 11,250 million (the “**Fresh Issue**”), and (B) an offer for sale of up to 54,766,392 Equity Shares by the Selling Shareholders (“**Offered Shares**”), consisting of (i) up to 54,755,614 Equity Shares by the Promoter Selling Shareholder, and (ii) up to 10,778 Equity Shares by Other Selling Shareholders (“**Offer for Sale**”). The Fresh Issue and Offer for Sale are collectively referred to as the “**Offer**”. The Offer shall be undertaken in accordance with the requirements of the Companies Act (defined below), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (“**SEBI ICDR Regulations**”) and other Applicable Law (defined below), through the book building process (the “**Book Building**”), as prescribed in Schedule XIII of the SEBI ICDR Regulations, at such price as may be determined through the Book Building and as agreed to by the Company in consultation with the Book Running Lead Managers (the “**Offer Price**”). The Offer shall include offers: (A) within India, to Indian institutional, non-institutional and retail investors in accordance with SEBI ICDR Regulations, (B) outside the United States in offshore transactions in reliance on Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (“**U.S. Securities Act**”) and the applicable laws of the jurisdictions where offers and sales occur; and (C) in the United States to investors who are “qualified institutional buyers” as defined in Rule 144A (“**Rule 144A**”) under the U.S. Securities Act in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act. The Offer may also include allocation of Equity Shares on a discretionary basis to certain Anchor Investors (defined below) by the Company in consultation with the Book Running Lead Managers, in accordance with the Applicable Law (including the SEBI ICDR Regulations).
2. In this regard, the Company had filed the draft red herring prospectus dated March 30, 2023 (“**Current DRHP**”) with the Securities and Exchange Board of India (the “**SEBI**”) on March 31, 2023 and subsequently with BSE Limited and National Stock Exchange of India Limited (together, the “**Stock Exchanges**”), which amends and restates the previous draft red herring prospectus dated August 14, 2022, read with the addendum to Current DRHP, dated November 9, 2023 (the “**Addendum**”) submitted with SEBI on November 10, 2023 and with the Stock Exchanges on November 11, 2023 (the “**Draft Red Herring Prospectus**” or “**DRHP**”). The Company has received final observations from the SEBI through the letter no. SEBI/HO/CFD/RAC-DIL2/P/OW/2024/8245/1 dated March 1, 2024 (“**Final Observations**”) and in-principle approvals for the Offer from the BSE Limited by way of its letter dated November 9, 2023 and the National Stock Exchange of India Limited by way of its letter dated November 10, 2023.
3. Each Selling Shareholder has consented to the inclusion of its respective proportion of the Offered Shares in the Offer as specified in **Annexure A**.
4. In terms of the SEBI ICDR Regulations, the Book Running Lead Managers had entered into the Offer Agreement with the Company and the Selling Shareholders to set forth certain terms and conditions for and in connection with the Offer.
5. The Parties hereby acknowledge that, with reference to Edelweiss Financial Services Limited, one of the erstwhile Lead Managers appointed pursuant to the Fee Letter and the Offer Agreement, a scheme of Arrangement was filed with Hon’ble National Company Law Tribunal (“**NCLT**”) for demerger of its merchant banking business to Nuvama Wealth Management Limited (*formerly known as Edelweiss Securities Limited*). Pursuant to order passed by NCLT, Mumbai Bench dated April 27, 2023, the merchant banking business of Edelweiss Financial Services Limited has been demerged and was transferred to Nuvama Wealth Management Limited (*formerly known as Edelweiss Securities Limited*) with effect from July 1, 2023 (“**Transfer**”). Pursuant to the Transfer all correspondences/communications filed prior to the Transfer in the name of Edelweiss Financial Services Limited (SEBI Registration Number INM0000010650) in relation to the issue are transferred to Nuvama Wealth Management Limited (*formerly known as Edelweiss Securities Limited*) (SEBI Registration Number INM000013004) without any further action being undertaken by any of the Parties.
6. Pursuant to Clause 16 (*Arbitration*) of the Offer Agreement, the Parties had agreed on certain arrangements to resolve any Disputes that may arise under the Offer Agreement. On December 28, 2023, SEBI issued the SEBI master circular for online resolution of disputes in the Indian securities market dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195.

7. In light of the regulatory updates, the Parties hereby agree to amend the Offer Agreement through this Amendment Agreement to amend, *inter alia*, Clause 16 (Arbitration) of the Offer Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. Definitions and interpretation

- 1.1. All capitalized terms used in this Amendment Agreement but not defined hereunder, unless the context otherwise requires, shall have the same meanings as ascribed to them under the Offer Agreement or the Offer Documents (as defined under the Offer Agreement), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents will prevail.
- 1.2. Rules of interpretation set out in Clause B of the Offer Agreement (*Interpretation*) shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- 1.3. In case of conflict between the provisions of this Amendment Agreement and the Offer Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. Effectiveness

This Agreement shall come into effect from the date of the execution of this Amendment Agreement. All references to the Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Offer Agreement, as amended by this Amendment Agreement.

3. Amendments to the Offer Agreement

- 3.1. The definition of "Affiliate" used in the Offer Agreement shall be replaced with the following:

"Affiliate" with respect to any Party shall mean (a) any person that, directly or indirectly, through one or more intermediaries, Controls (as defined below) or is Controlled (as defined below) by or is under common Control with such person, (b) any person which is a holding company, subsidiary or joint venture of such person, and/or (c) any person in which such person has a "significant influence" or which has "significant influence" over such person, where "significant influence" over a person is the power to participate in the management, financial or operating policy decisions of that person but is less than Control over those policies and that shareholders beneficially holding, directly or indirectly through one or more intermediaries, a 20% or more interest in the voting power of that person are presumed to have a significant influence over that person. In addition, the "Promoters", members of the "Promoter Group" and "Go Digit Life Insurance Limited (Formerly known as Go Digit Life Sciences Private Limited)" are deemed to be Affiliates of the Company. For the purposes of this definition, (i) the terms "holding company" and "subsidiary" have the meanings set forth in Sections 2(46) and 2(87) of the Companies Act, 2013, respectively and (ii) the terms "Promoters", "Promoter Group" and "Go Digit Life Insurance Limited (Formerly known as Go Digit Life Sciences Private Limited)" shall have the respective meanings set forth in the Offer Documents. For the avoidance of doubt, any reference in this Agreement to an Affiliate includes any party that would be deemed an "affiliate" under Rule 405 or Rule 501(b) under the U.S. Securities Act, as applicable.

Provided that (i) no Selling Shareholder or any of its affiliates shall be regarded as an Affiliate of any other Selling Shareholder; (ii) no affiliates of FAL Corporation, including but not limited to Fairfax Financial Holdings Limited, will be regarded as an Affiliate of the Company or any Selling Shareholder and vice versa; and (ii) no investee company of FAL Corporation shall be considered as an "Affiliate" of the Company."

- 3.2. Clause 16 of the Offer Agreement shall be replaced with the following:

"16.1 In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement and/or the Fee Letters, including any question regarding its existence, validity, interpretation, implementation, termination, alleged breach or breach, or the legal relationships established by this Agreement (including the Fee Letters) (the "Dispute"), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. Only if the Parties fail to resolve the dispute by amicable arrangement and compromise within a period of seven (7) days after the first occurrence of the Dispute, the Parties to such dispute (the "Disputing Part(ies)") shall by notice in writing to each other, refer the Dispute to binding arbitration administered

by the Mumbai Centre for International Arbitration (“**MCIA**”), an institutional arbitration center in India in accordance with the rules of MCIA in force at the time a Dispute arises (the “**MCIA Arbitration Rules**”) and Clause 16.3 below. The MCIA Arbitration Rules are incorporated by reference into this Clause 16.1. Pursuant to clause 3(b) provisions of SEBI master circular for online resolution of disputes in the Indian securities market dated December 28, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195(together, the “**SEBI ODR Circular**”), the Parties have opted to follow the dispute resolution mechanism thereunder.

- 16.2 Any reference of the Dispute to arbitration under this Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Agreement and the Fee Letter.
- 16.3 The arbitration shall be subject to Clause 16.1 and be conducted as follows:
- (i) the arbitration shall be conducted under and in accordance with the MCIA Arbitration Rules;
 - (ii) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - (iii) all Disputes between the Parties arising out of or in connection with this Agreement shall be referred to or submitted to arbitration administered by MCIA in Mumbai, India and the seat and venue for arbitration shall be Mumbai, India;
 - (iv) the tribunal shall consist of three arbitrators appointed by the Council of Arbitration of MCIA (“**MCIA Council**”); each Disputing Party shall recommend one arbitrator within a period of ten (10) Working Days from the initiation of the Dispute and the two (2) arbitrators shall recommend the third or the presiding arbitrator, in accordance with the MCIA Arbitration Rules provided that, in the event that there are more than two (2) Disputing Parties, then such arbitrator(s) shall be recommended by the Disputing Parties in accordance with the MCIA Arbitration Rules; in any case, each of the arbitrators recommended by Disputing Parties under this Clause 16 shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - (v) the arbitral tribunal shall have the power to award interest on any sums awarded provided that such award will not be punitive in nature;
 - (vi) the arbitration award shall state the reasons on which it was based;
 - (vii) the arbitration award shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction;
 - (viii) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitral tribunal;
 - (ix) the arbitral tribunal may award to a Disputing Party its costs and actual expenses (including counsel fees to a Disputing Party that substantially prevails on the merits in any Dispute referred to arbitration under this Agreement);
 - (x) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement; and
 - (xi) subject to the foregoing provisions, the courts in Mumbai, India shall have exclusive jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.
- 16.4 Nothing in this Clause 16 shall be construed as preventing the Book Running Lead Managers from seeking conservatory or similar interim relief in any court of competent jurisdiction.”

4 Miscellaneous

- 4.1 Each Party represents that it has the necessary power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes a valid and legally binding instrument, enforceable against it in accordance with its terms.
- 4.2 The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement. The Parties agree that this Amendment Agreement shall be deemed to form an integral part of the Offer Agreement. The Offer Agreement, read along with this Amendment Agreement, shall constitute the entire agreement between the Parties relating to the subject matter of the Offer Agreement and all terms and conditions of the Offer Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement.
- 4.3 If any provision or any portion of a provision of this Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 4.4 No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties thereto.
- 4.5 This Amendment Agreement may be executed in several counterparts, each of which when executed and delivered shall constitute an original of this Amendment Agreement but shall together constitute one and the same agreement. Delivery of executed signature pages by e-mail or electronic transmission (including via scanned PDF) shall constitute effective and binding execution and delivery of this Amendment Agreement. Without prejudice to the validity of such execution, each Party shall provide with the original of such page as soon as reasonably practicable thereafter.

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THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE AMENDED AND RESTATED OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH OF THE SELLING SHAREHOLDERS AND EACH OF THE BOOK RUNNING LEAD MANAGERS

IN WITNESS WHEREOF, this Amendment Agreement to the Amended and Restated Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **GO DIGIT GENERAL INSURANCE LIMITED**



Name: Ravi Khetan


Designation: Chief Financial Officer

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IN WITNESS WHEREOF, this Amendment Agreement to the Amended and Restated Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **GO DIGIT** **SERVICES PRIVATE LIMITED**


Name: Sameer Bakshi

Designation: General Counsel and  ary

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IN WITNESS WHEREOF, this Amendment Agreement to the Amended and Restated Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of the Other Selling Shareholders

A handwritten signature in blue ink, appearing to read "Tejas Saraf", is written above a horizontal line.

Name: Tejas Saraf

Designation: Company Secretary and Compliance Officer

Signed on behalf of each of the Other Selling Shareholders as the power of attorney holder for such Other Selling Shareholders

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IN WITNESS WHEREOF, this Amendment Agreement to the Amended and Restated Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **ICICI SECURITIES LIMITED**



Name: Harsh Thakkar

Designation: AVP

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IN WITNESS WHEREOF, this Amendment Agreement to the Amended and Restated Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **MORGAN STANLEY INDIA COMPANY PRIVATE LIMITED**



Name: Sachin Wagle

Designation: Managing Director

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IN WITNESS WHEREOF, this Amendment Agreement to the Amended and Restated Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **AXIS CAPITAL LIMITED**

The image shows a handwritten signature in blue ink, which appears to be 'Anay Khare'. To the right of the signature is a circular blue ink stamp. The text in the stamp reads 'AXIS CAPITAL LIMITED' around the top inner edge and 'MUMBAI' in the center. There are small stars on either side of the word 'MUMBAI'.

Name: Anay Khare

Designation: Managing Director

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IN WITNESS WHEREOF, this Amendment Agreement to the Amended and Restated Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **HDFC BANK LIMITED**

The block contains a handwritten signature in blue ink, which appears to read 'Ashwani Tandon'. To the right of the signature is a circular stamp. The stamp has 'HDFC BANK LIMITED' around the top inner edge, 'INVESTMENT BANKING' in the center, and 'MUMBAI' around the bottom inner edge. There are small stars on either side of the word 'MUMBAI'.

Name: Ashwani Tandon

Designation: Senior Vice President and Head ECM – Execution

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IN WITNESS WHEREOF, this Amendment Agreement to the Amended and Restated Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **IIFL SECURITIES LIMITED**



Name: Pawan Jain

Designation: AVP

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THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE AMENDED AND RESTATED OFFER AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY, EACH OF THE SELLING SHAREHOLDERS AND EACH OF THE BOOK RUNNING LEAD MANAGERS

IN WITNESS WHEREOF, this Amendment Agreement to the Amended and Restated Offer Agreement has been executed by the Parties or their duly authorized signatories on the day and year hereinabove written:

For and on behalf of **NUVAMA WEALTH MANAGEMENT LIMITED** (*formerly known as Edelweiss Financial Services Limited*)

The image shows a handwritten signature in blue ink, which appears to read 'Neetu'. To the right of the signature is a circular blue stamp. The stamp contains the text 'Nuvama Wealth Management Limited' around the top inner edge, 'MUMBAI' in the center, and a small star at the bottom.

Name: Neetu Ranka
Designation: ED and Co-Head, ECM – Corporate Finance
Contact Number: +91 98198 38110
Email: neetu.ranka@nuvama.com

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ANNEXURE A

Details of Promoter Selling Shareholder

S. No.	Name of Promoter Selling Shareholder	Date of consent	Date of resolution of Promoter Selling Shareholder	Number of Offered Shares
1.	Go Digit Infoworks Services Private Limited	August 14, 2022, March 27, 2023 and April 28, 2024	July 1, 2022 and April 28, 2024	54,755,614

Details of Other Selling Shareholders

S. No.	Name of Selling Shareholder	Date of consent	Date of power of attorney	Number of Offered Shares
1.	Nikita Mihir Vakharia jointly with Mihir Atul Vakharia	August 14, 2022 and March 27, 2023	August 14, 2022 and March 29, 2023	4,000
2.	Nikunj Hirendra Shah jointly with Sohag Hirendra Shah	August 14, 2022 and March 27, 2023	August 14, 2022 and March 29, 2023	3,778
3.	Subramaniam Vasudevan jointly with Shanti Subramaniam	August 14, 2022 and March 27, 2023	August 14, 2022 and March 29, 2023	3,000