



हरियाणा HARYANA

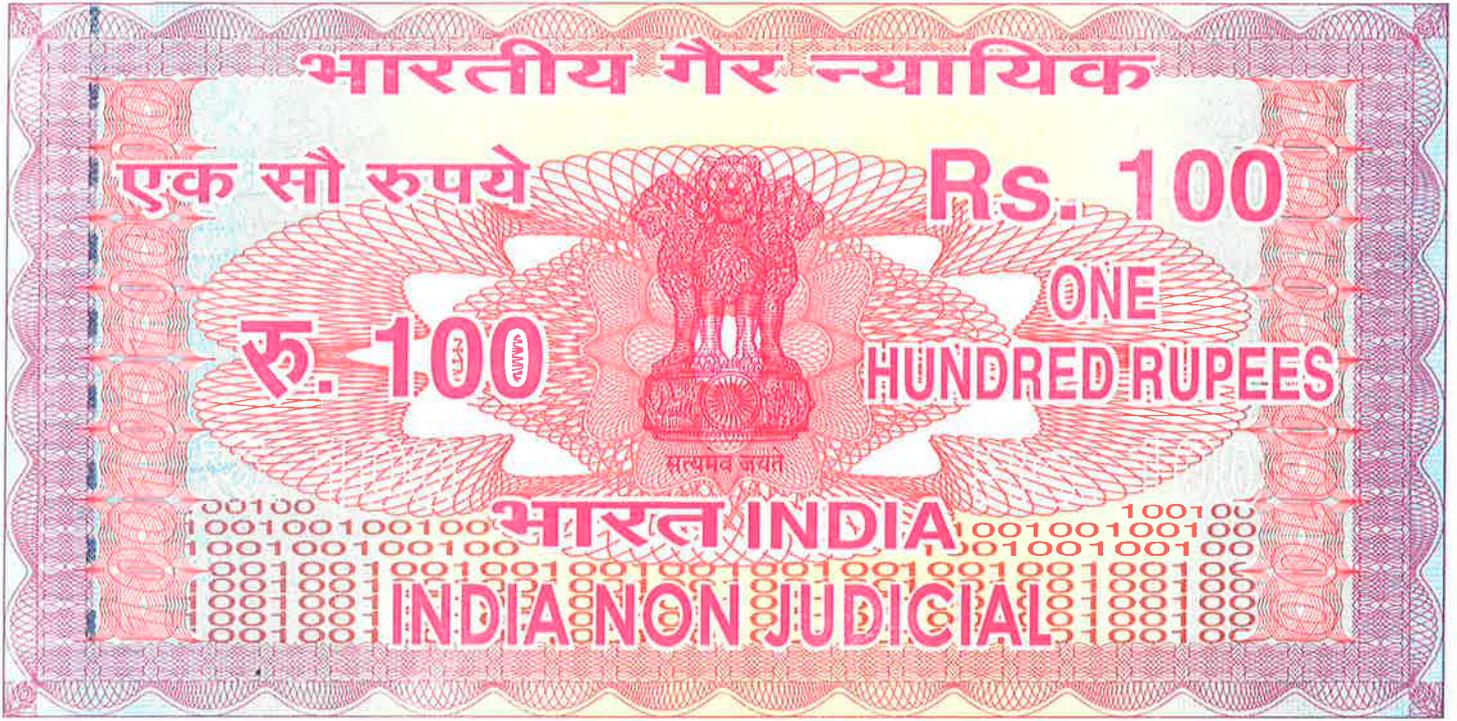
V 960541

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF one
Holdings (DIFC) Ltd,
←

4564

Sr. No.....	100
Amount.....	100
Purpose.....	AG
04 MAY 2023	
BABU LAI. STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



हरियाणा HARYANA

V 960542

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

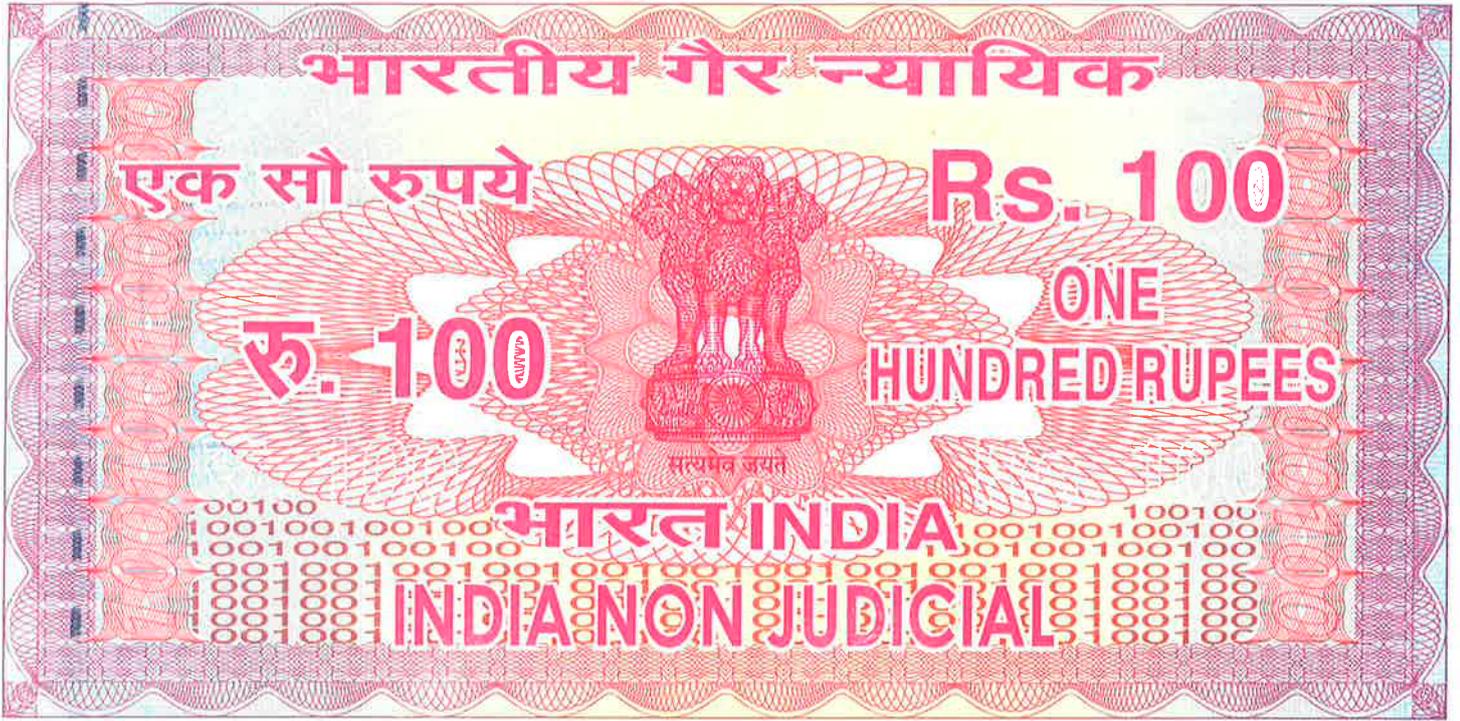
BGTF one
holdings (DIFD) Ltd,
G

4563

Sr. No.....	100
Amount.....	496
Purpose.....	

04 MAY 2023

BABU LAI.
STAMP VENDOR, GURGAON
LIC. No. SV/1/2017



हरियाणा HARYANA

V 960543

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF One

Holdings (DIFD) (H),

G

4562

Sr. No.....	100
Amount.....	100
Purpose.....	ASC
04 MAY 2023	
BABU LAI. STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIAN NON JUDICIAL

हरियाणा HARYANA

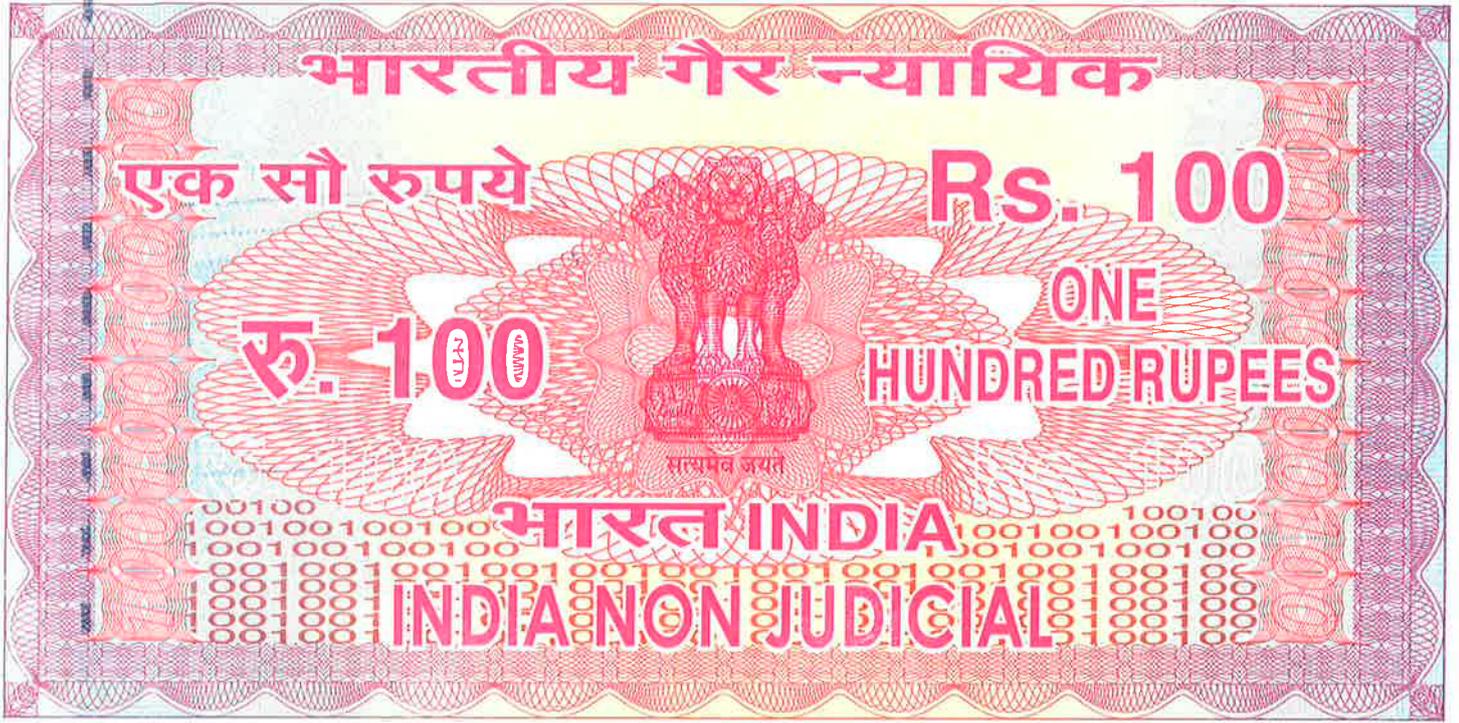
V 960544

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF One
Holdings (DIFC) (H),
↳

456/

Sr. No.....	
Amount.....	1000
Purpose.....	Acc
04 MAY 2023	
BABU LAI. STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



हरियाणा HARYANA

V 960545

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

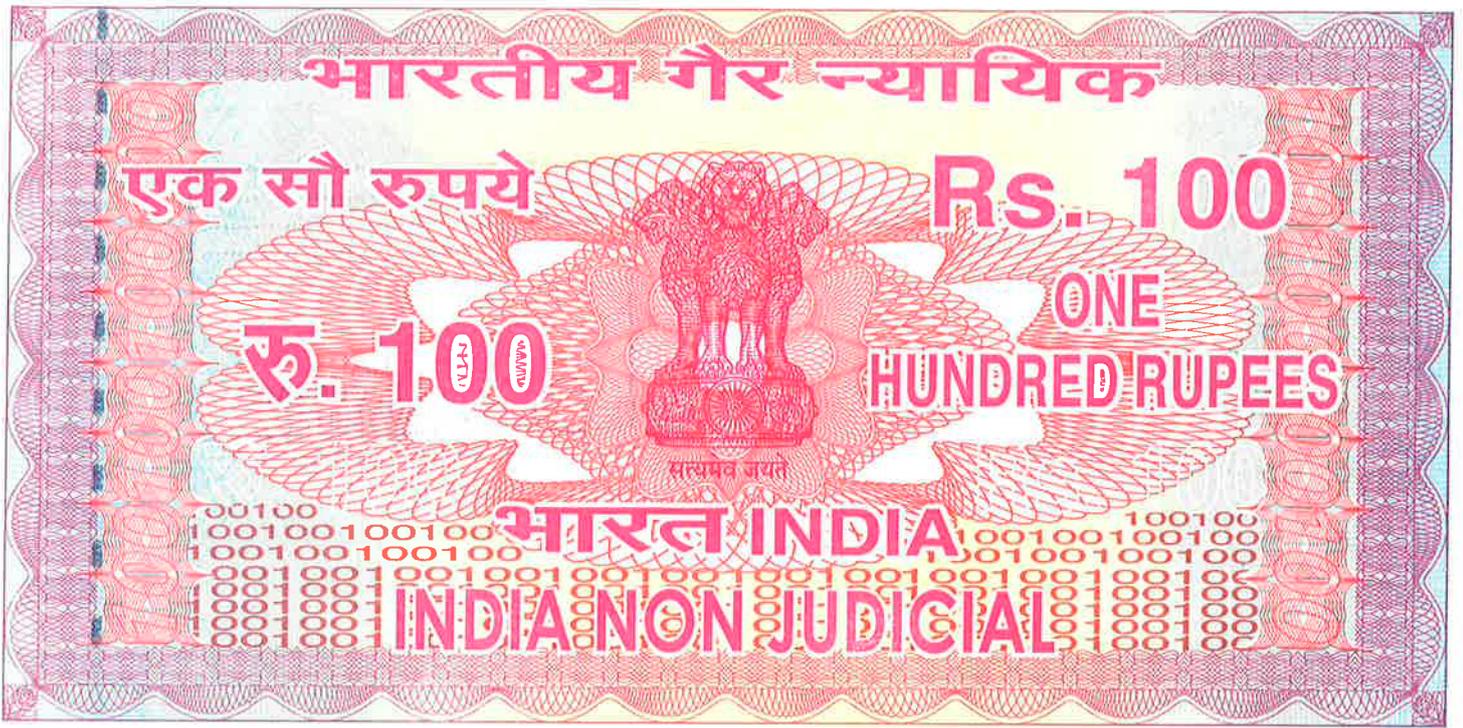
BGTF One
Holdings (Pvt) Ltd,
↙

1560

Sr. No.....	100
Amount.....	100
Purpose.....	100

04 MAY 2023

BABU LAI.
STAMP VENDOR, GURGAON
LIC. No. SV/1/2017



हरियाणा HARYANA

V 960546

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF One
Holdings (DIFC) Ltd,

C

4559

Sr. No.....	100
Amount.....	100
Purpose.....	AGP
04 MAY 2023	
DABU LAI. STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



हरियाणा HARYANA

V 960547

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF One
Holdings (DIFC) Ltd,
Gw

4558

Sr. No.....	
Amount.....	100
Purpose.....	AGY
04 MAY 2023	
BABU LAL STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



हरियाणा HARYANA

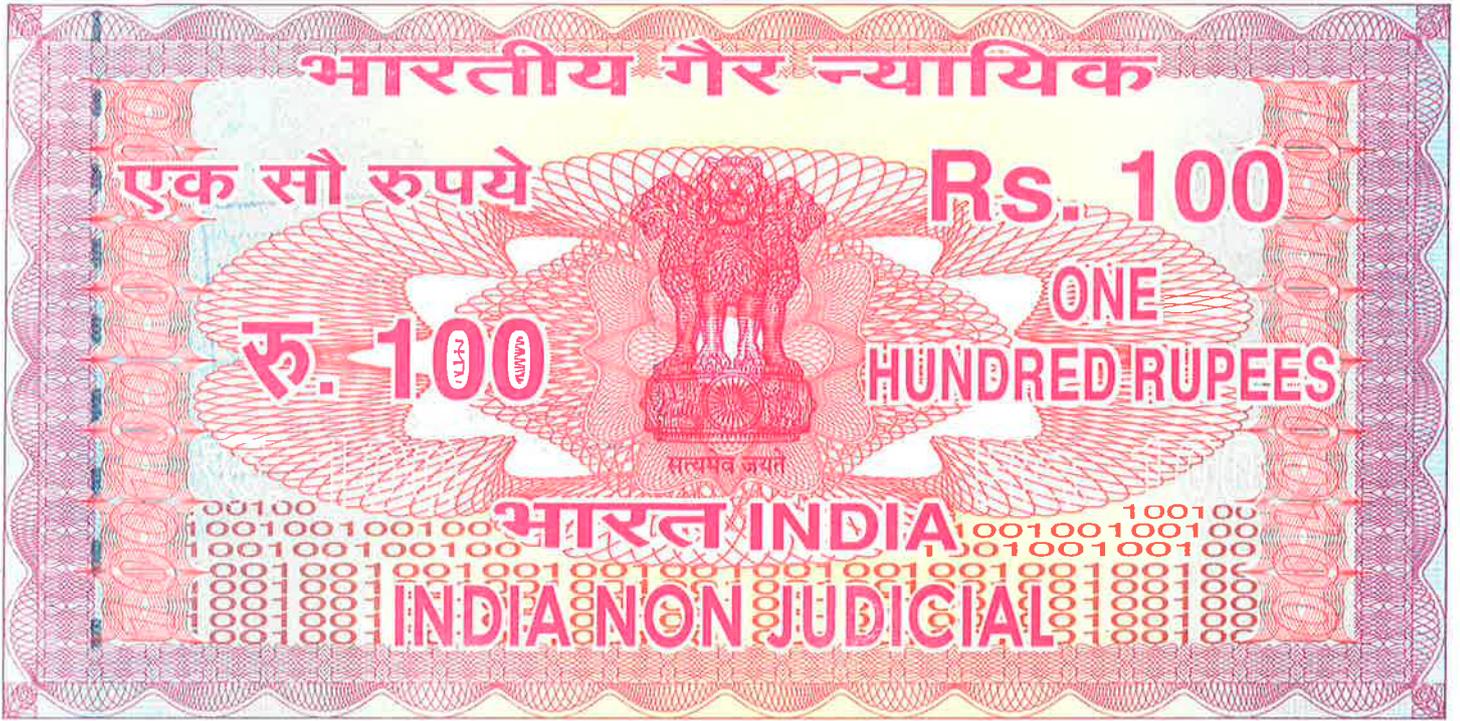
V 960548

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF one
Holdings (DIFD) Co.,
G

4557

Sr. No.....	100
Amount.....	
Purpose.....	
04 MAY 2023	
BABU LAI. STAMP VENDOR, GURGAON Lic. No. SV/1/2017	



हरियाणा HARYANA

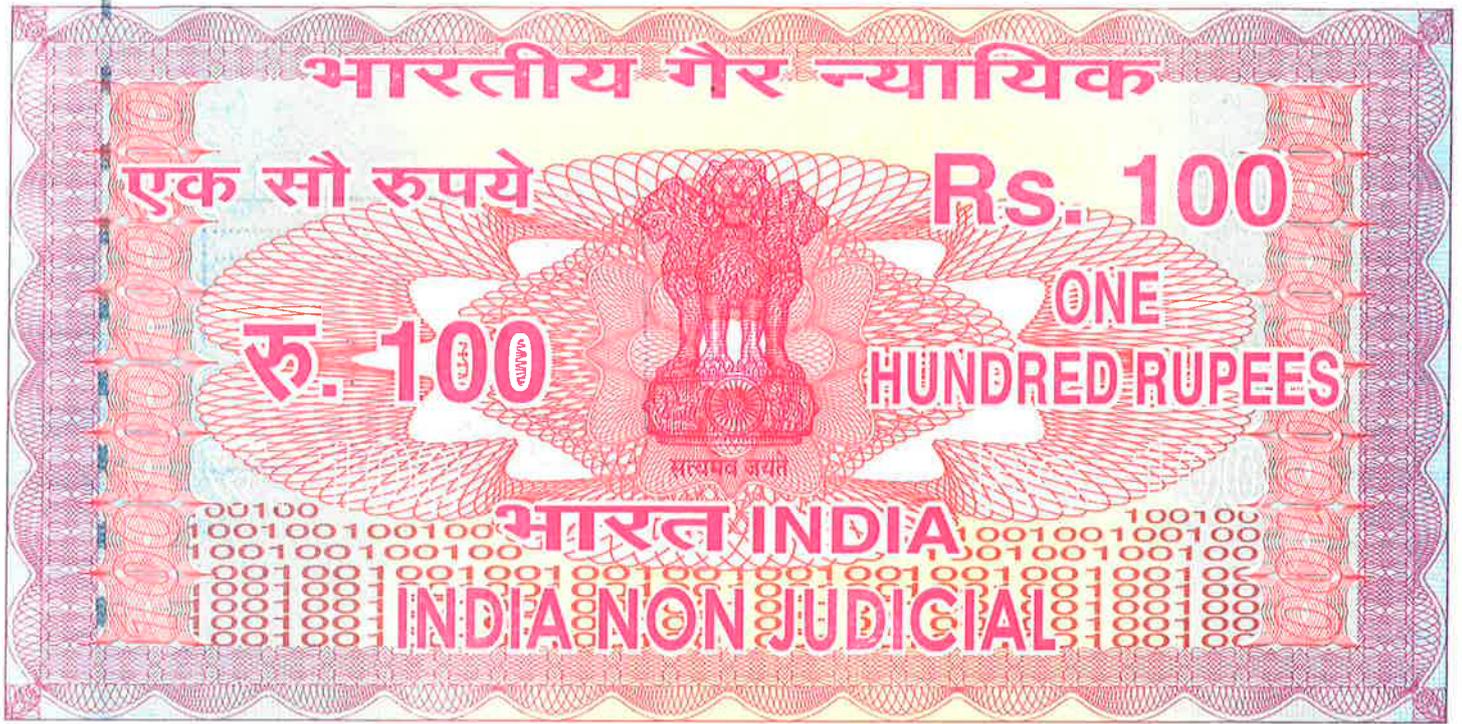
V 960549

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF one
Holdings (DIFC) Ltd,
↳

4556

Sr. No.....	100
Amount.....	100
Purpose.....	As per
04 MAY 2023	
BABU LAI. STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



हरियाणा HARYANA

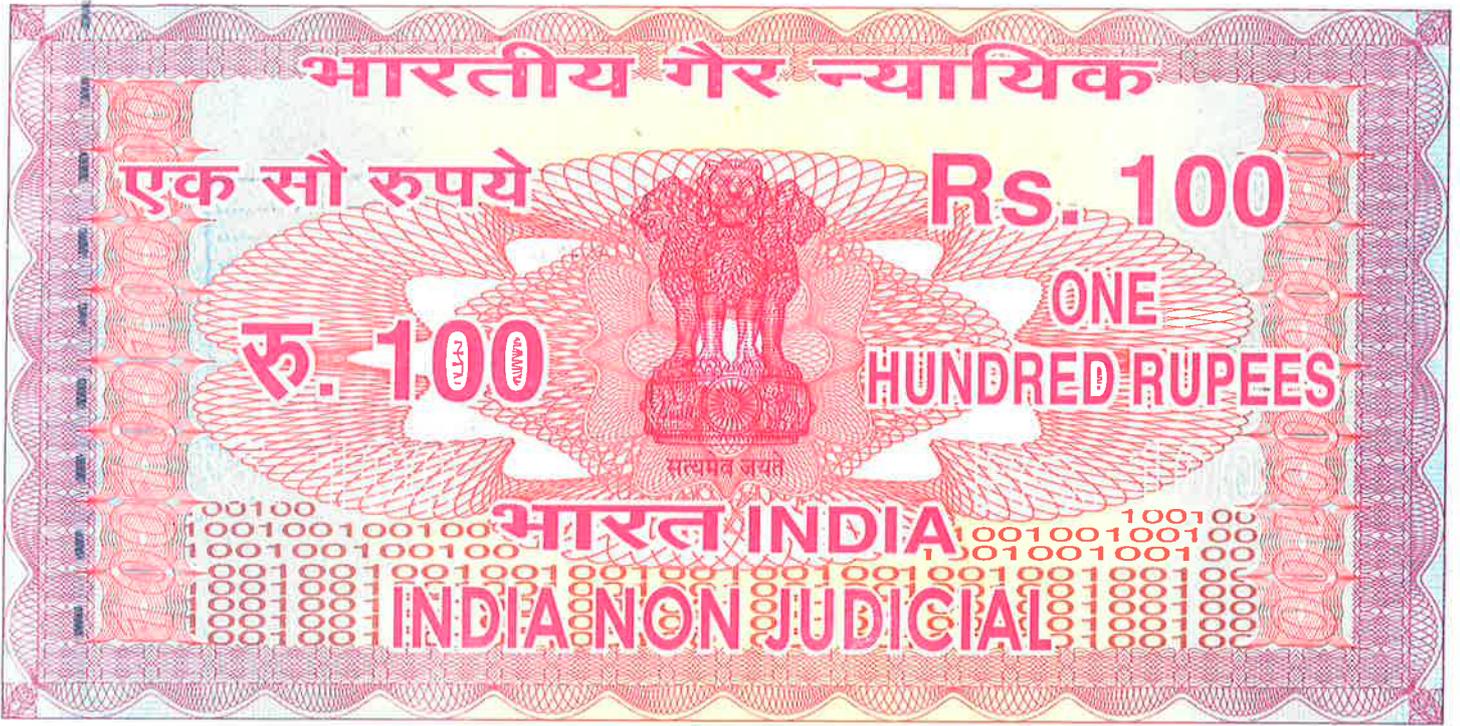
V 960550

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF One
Holdings (DIFE) Ltd,
Z:

4595

Sr. No.....	100
Amount.....	
Purpose.....	
04 MAY 2023	
BASU LAI. STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



हरियाणा HARYANA

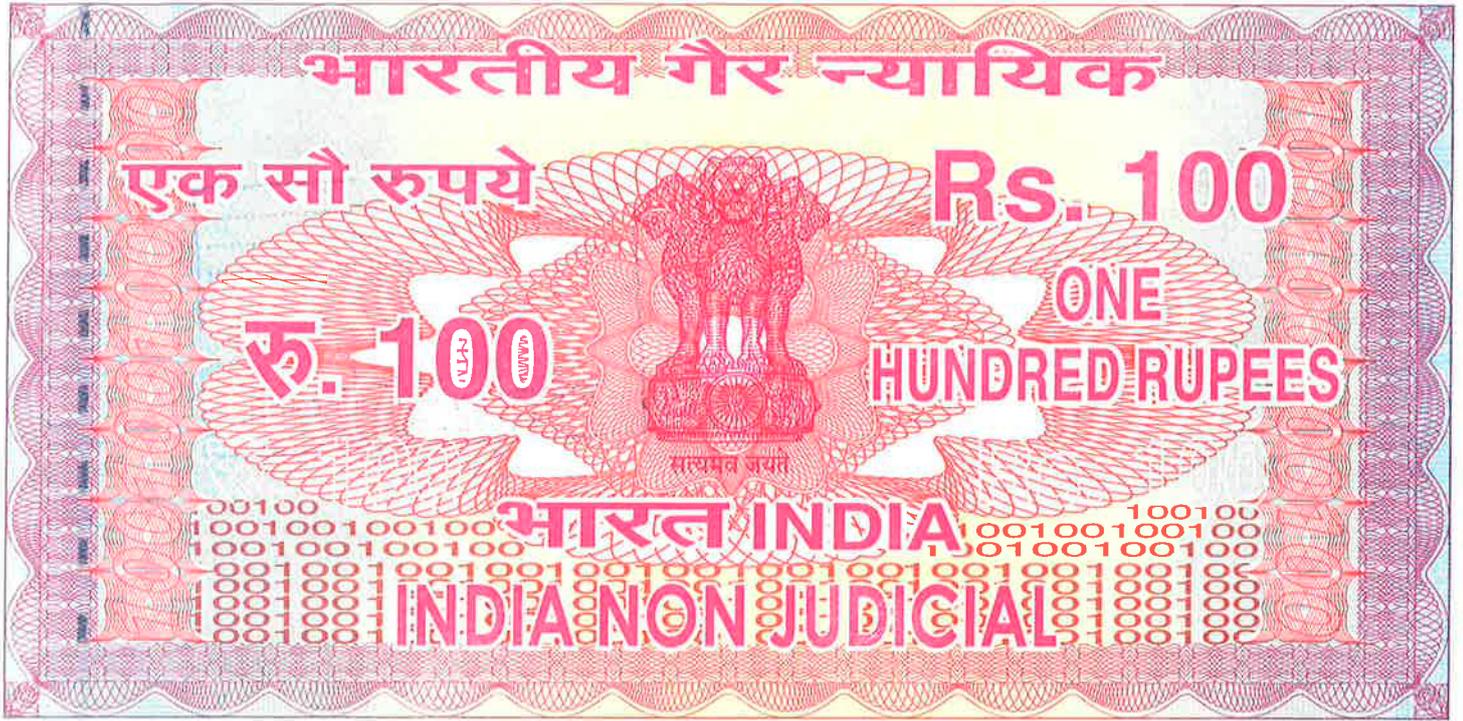
V 960551

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF One
Holdings (DIFE) Ltd,
G

4554

Sr. No.....	100
Amount.....	100
Purpose.....	AGG
04 MAY 2023	
BABU LAL STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



हरियाणा HARYANA

V 960552

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF One
Holdings (DIFD) Ltd,

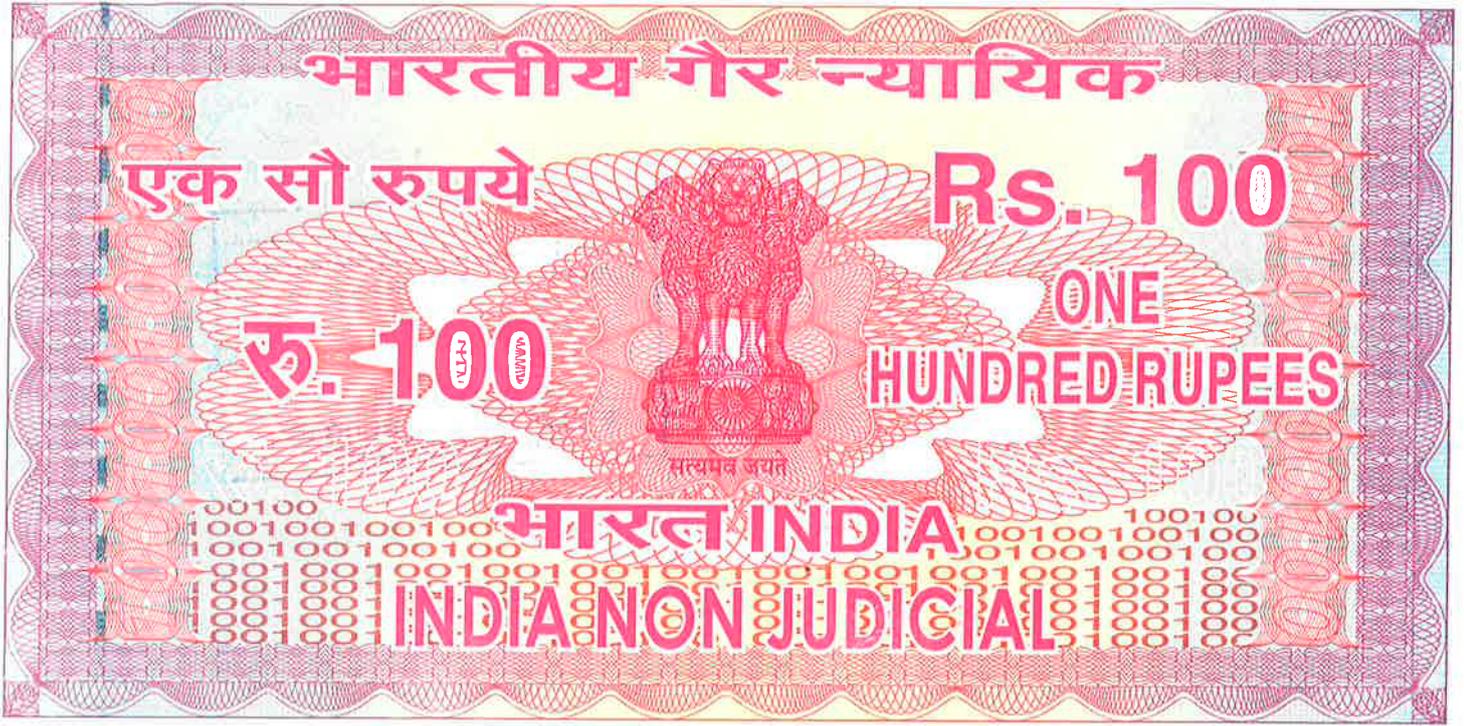
G

4553

Sr. No.....	100
Amount.....	994
Purpose.....	

04 MAY 2023

BABU LAL
STAMP VENDOR, GURGAON
LIC. No. SV/1/2017



हरियाणा HARYANA

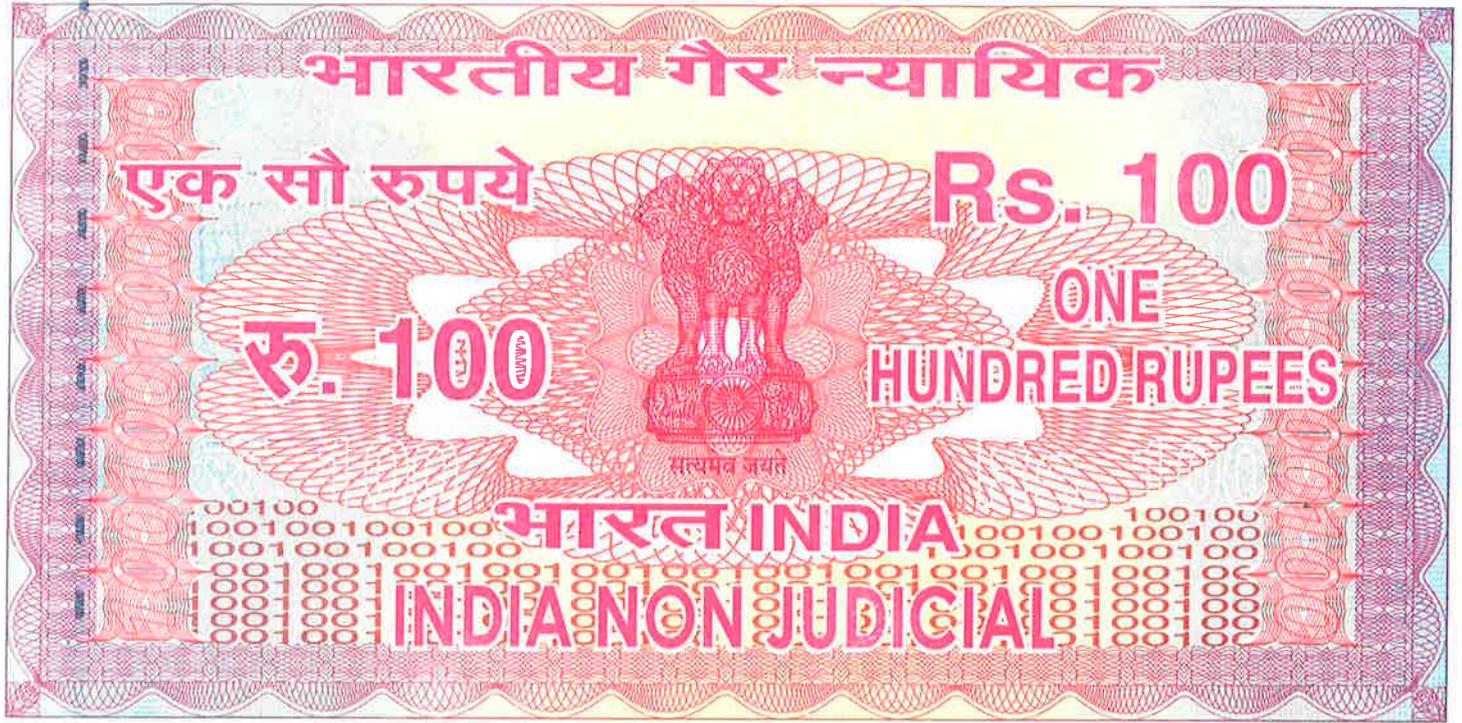
V 960553

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF One
Holdings (DIFD) Ltd,
↳

4552

Sr. No.....	100
Amount.....	
Purpose.....	Asst
04 MAY 2023	
DABU LAL, STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



हरियाणा HARYANA

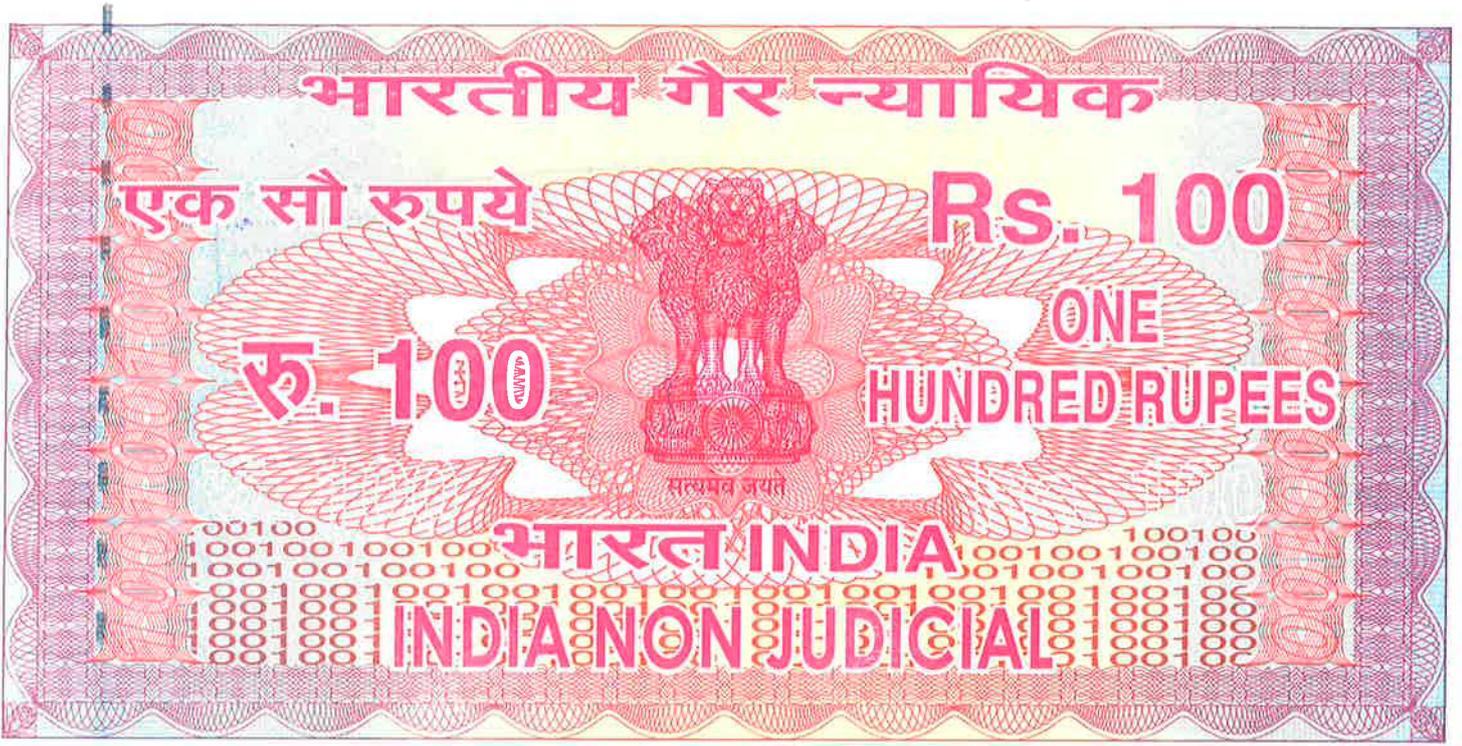
V 960568

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BG TF One
Holdings (DIFC) Ltd,
G

454/

Sr. No.....	
Amount.....	100
Purpose.....	046
04 MAY 2023	
DABU LAI, STAMP VENDOR, GURGAON LIC. No. SV/1/2017	



हरियाणा HARYANA

V 960566

This Stamp Paper forms an integral part of the Amendment Agreement to Securities Subscription Agreement dated May 04, 2023 executed amongst BGTF One Holdings (DIFC) Limited, Mr. Kuldeep Jain and Clean Max Enviro Energy Solutions Private Limited

BGTF one
holdings (DIFC) Ltd,
↳

4542

Sr. No.....	
Amount.....	100
Purpose.....	
04 MAY 2023	
BABU LAL STAMP VENDOR, GURGAON LIC. No. SV/1/2017	

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this “**Agreement**”) is executed on May 04, 2023, at Gurugram, Haryana:

BY AND AMONGST:

1. **CLEAN MAX ENVIRO ENERGY SOLUTIONS PRIVATE LIMITED**, a private limited company organized and existing under the laws of India, having CIN U93090MH2010PTC208425 and its registered office at 4th Floor, The International, 16 Maharshi Karve Road New Marine Lines Cross Road No. 1, Churchgate Mumbai – 400 020 (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **FIRST PART**; and
2. **MR. KULDEEP JAIN**, son of Mr. Pratap Jain, aged about 48 (forty-eight) years, residing at 13A Peregrine, Veer Savarkar Marg, Prabhadevi, Mumbai 400025, and holding PAN AEJPJ4284J issued by the Government of India (hereinafter referred to as the “**Founder**”, which expression shall, unless repugnant to the context or meaning thereof, include his heirs, executors, administrators, and permitted assigns) of the **SECOND PART**; and
3. **BGTF ONE HOLDINGS (DIFC) LIMITED**, a company incorporated under the Companies Law, Dubai International Financial Centre Law No. 5 of 2018 and the Prescribed Company Regulations 2022 with registered number 6333, and having its registered address at Unit L24-00, Level 24, ICD Brookfield Place, Dubai International Financial Centre, Dubai, United Arab Emirates (hereinafter referred to as the “**Brookfield**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the **LAST PART**.

Each of the Company, Brookfield and the Founder are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) The Parties had entered into a securities subscription agreement dated April 22, 2023 (the “**SSA**”) which sets out the terms and conditions for subscription to the Subscription Securities (*as defined under the SSA*) of the Company by Brookfield.
- (B) The Parties are now desirous of executing this Agreement to incorporate certain amendments to the SSA as set out hereinafter.

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

1. GENERAL

- 1.1 Unless otherwise defined in this Agreement, capitalised terms used but not defined in this Agreement shall have the meaning assigned to them in the SSA.
- 1.2 This Agreement shall be deemed to be a part of the SSA and any reference to the SSA shall be deemed to include a reference to this Agreement.

- 1.3 This Agreement shall modify the understanding set out in the SSA with respect to the Parties only to the limited extent set out herein and all other terms and conditions of the SSA shall continue to remain unaltered, unaffected, valid and binding on the Parties.
- 1.4 Except to the extent expressly amended by this Agreement, the terms and conditions of the SSA are hereby confirmed and shall remain in full force and effect. The SSA as amended by this Agreement shall be read and construed as one document.
- 1.5 The provisions of Clause 12 (*Governing Law and Dispute Resolution*), Clause 14 (*Confidentiality*), Clause 15 (*Miscellaneous*) of the SSA shall stand incorporated herein by reference in this Agreement.
- 1.6 Each Party represents and covenants that it has the authority to sign and execute this Agreement.

2. AMENDMENTS TO THE SSA

- 2.1 The following definitions under Clause 1.1 of the SSA, shall be replaced as follows:

*“**Brookfield CCPS**” means compulsorily convertible preference shares with a face value of INR 100 (Indian Rupees One Hundred) each, and issued to Brookfield at a price of INR 7976.72 (Indian Rupees Seven Thousand Nine Hundred and Seventy Six point seven two) each (including a premium of INR 7876.72 (Indian Rupees Seven Thousand Eight Hundred and Seventy Six point seven two)), in the share capital of the Company having the terms set out in SCHEDULE 12 of this Agreement;*

*“**First Tranche Subscription Amount**” means an amount of INR 249,99,91,792/- (Indian Rupees Two Hundred Forty-Nine Crores Ninety Nine Lakhs Ninety One Thousand and Seven Hundred Ninety Two only);*

*“**First Tranche Subscription Securities**” means 3,13,411 (Three Lakhs Thirteen Thousand Four Hundred and Eleven) Brookfield CCPS issued at a price of INR 7976.72 (Indian Rupees Seven Thousand Nine Hundred and Seventy Six point seven two) each (including a premium of INR 7876.72 (Indian Rupees Seven Thousand Eight Hundred and Seventy Six point seven two)), to Brookfield by the Company on the First Tranche Closing Date whose aggregate value is equal to the First Tranche Subscription Amount;*

*“**Interim Funding Amount**” means an amount of INR 149,99,98,266/- (Indian Rupees One Hundred Forty Nine Crores Ninety Nine Lakhs Ninety Eight Thousand and Two Hundred Sixty Six only);*

*“**Interim Funding Subscription Securities**” means 1,88,047 (One Lakh Eighty-Eight Thousand and Forty-Seven) Brookfield CCPS, issued at a price of INR 7976.72 (Indian Rupees Seven Thousand Nine Hundred and Seventy Six point seven two) each (including a premium of INR 7876.72 (Indian Rupees Seven Thousand Eight Hundred and Seventy Six point seven two)), to Brookfield, whose aggregate value is equal to the Interim Funding Amount, by the Company in accordance with Clause 6A;*

*“**Second Tranche Subscription Amount**” means (a) INR 21,60,00,000/- (Indian Rupees Twenty-One Crores and Sixty Lakhs only), if the Interim Funding Closing occurs by the Second Tranche CP Completion Date; or (b) an amount of INR 171,59,98,266/- (Indian Rupees One Hundred Seventy-One Crores Fifty Nine Lakhs Ninety Eight Thousand and Two Hundred Sixty Six only), if the Interim Funding Closing does not occur by the Second Tranche CP Completion Date;”*

3. EFFECTIVE DATE

- 3.1 This Agreement shall become effective immediately on the date of its signing by the Parties.

[INTENTIONALLY LEFT BLANK / SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN:

For CLEAN MAX ENVIRO ENERGY SOLUTIONS PRIVATE LIMITED



Authorized Signatory



Name: Mr. Kuldeep Jain

**THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THE DAY AND YEAR
FIRST ABOVE WRITTEN:**

By KULDEEP JAIN



**IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT
THE DAY AND YEAR FIRST ABOVE WRITTEN:**

For BGTF ONE HOLDINGS (DIFC) LIMITED



Authorized Signatory

Name: Angelika Gajanova
Director