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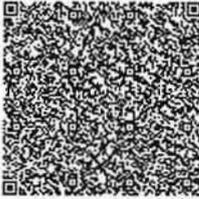
Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL25775022777495X
Certificate Issued Date	: 28-Jul-2025 05:20 PM
Account Reference	: IMPACC (IV)/ dl921303/ DELHI/ DL-STD
Unique Doc. Reference	: SUBIN-DL92130386284910877681X
Purchased by	: BGTF ONE HOLDINGS DIFC LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BGTF ONE HOLDINGS DIFC LIMITED
Second Party	: RIKHAB INVESTMENTS B V
Stamp Duty Paid By	: BGTF ONE HOLDINGS DIFC LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

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₹500

Please write or type below this line

IN-DL25775022777495X

This stamp paper forms an integral part of the Share Purchase Agreement dated 30 July 2025, executed by and between Rikhab Investments B.V. and BGTF One Holdings (DIFC) Limited.

Statutory Alert:

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





**SHARE PURCHASE AGREEMENT**

**AMONGST**

**RIKHAB INVESTMENTS B.V.**

**AND**

**BGTF ONE HOLDINGS (DIFC) LIMITED**

**DATED: JULY 30, 2025**

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## CONTINGENT PURCHASE AGREEMENT

This **Share Purchase Agreement** (“**Agreement**”) is entered into on July 30, 2025 (“**Execution Date**”) at Delhi:

### BY AND BETWEEN

1. **RIKHAB INVESTMENTS B.V.**, a company incorporated under the laws of the Netherlands, with registration number 867996055, and having its address at Zuidplein 126, WTC Tower One, 15th Floor, 1077XV Amsterdam (hereinafter referred to as the “**Seller**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

### AND

2. **BGTF ONE HOLDINGS (DIFC) LIMITED**, a company incorporated under Dubai International Financial Centre Companies Law No. 5 of 2018 and the Prescribed Company Regulations 2024 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 “**Purchaser**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

The Seller and the Purchaser are hereinafter referred to collectively as the “**Parties**” and, individually, as a “**Party**”.

### WHEREAS:

- (A) The Parties and the Company (*as defined hereunder*) have entered into a share purchase agreement (“**SPA**”) dated 25 July 2025, whereby the Purchaser has agreed to sell, and the Seller has agreed to purchase certain Equity Shares (*as defined hereunder*) in the Company (*as defined hereunder*) (“**Sale Shares**”), in accordance with the terms of the SPA.
- (B) The Purchaser has agreed to purchase, and the Seller has agreed to sell, the Sale Shares, in accordance with the terms of this Agreement, upon occurrence of an IPO Failure Event (*as defined hereunder*).
- (C) The Parties have entered into this Agreement, in order to set forth the terms and conditions agreed between them in relation to the sale and purchase of the Sale Shares and the respective rights and obligations of the Parties in respect thereof.

**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, WITH THE INTENT TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:**

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. Definitions: In this Agreement, unless the context requires otherwise: (i) the capitalized words and expressions defined in **Part A of Schedule 1** shall have the meanings ascribed to them in the said Schedule; and (ii) capitalized terms elsewhere defined by inclusion in quotations and/or parenthesis shall have the meaning so ascribed.

- 1.2. Interpretation: The rules of interpretation set out in **Part B of Schedule 1** shall apply to this Agreement, unless the context requires otherwise or is expressly specified otherwise.

## 2. EXECUTION DATE DELIVERABLES

On or prior to the Execution Date, each Party shall deliver to the other Party, certified true copies of the corporate authorisations, authorising the relevant Party to execute this Agreement and undertake the transactions contemplated herein.

## 3. EFFECTIVENESS OF THIS AGREEMENT

Notwithstanding anything to the contrary contained elsewhere in this Agreement, this Agreement shall become effective and binding on the Parties on and from the date of occurrence of the IPO Failure Event (“**Effective Date**”) and none of the provisions of this Agreement shall come into effect prior to the Effective Date. It is hereby clarified that (i) if the ‘closing’ (*as defined in the SPA*) under the SPA has not been completed prior to the Effective Date, or (ii) the Proposed IPO has been completed, then, this Agreement shall be void *ab initio* and shall not come into effect.

## 4. SALE AND PURCHASE OF SALE SHARES

- 4.1. Sale and Purchase: On the terms of this Agreement and subject to the fulfilment or waiver, in writing, of the Conditions Precedent in accordance with the terms of this Agreement, the Seller agrees to transfer, convey and sell the legal and beneficial ownership in the Sale Shares, free of any Encumbrances, to the Purchaser for the Purchase Consideration and the Purchaser agrees to purchase the Sale Shares together with all rights, title, interest and benefits pertaining thereof on the Closing Date.

## 5. CONDITIONS PRECEDENT

- 5.1. The obligation of the Purchaser to purchase the Sale Shares from the Seller is conditional upon the conditions set out in **Schedule 4 (“Conditions Precedent”)** of this Agreement having been fulfilled by the Seller to the satisfaction of the Purchaser or waived by the Purchaser, in writing, in accordance with this Agreement.
- 5.2. The Seller shall take all necessary steps required to promptly and expeditiously fulfil its Conditions Precedent, in the manner set out in this Agreement, and in any case, within 10 (Ten) days from the Effective Date (“**CP Completion Date**”).
- 5.3. Each Party shall act in good faith and shall make best efforts to provide to the other Parties all reasonable assistance and co-operation with regard to any and all matters as may be reasonably required by such Party in connection with the satisfaction of the relevant Conditions Precedent.
- 5.4. Conditions Precedent Confirmation and Satisfaction:
  - (a) The Seller shall take necessary steps to fulfil the Conditions Precedent, and upon the fulfilment (other than to the extent waived, in writing, by the Purchaser) of all the Conditions Precedent, the Seller shall provide a written confirmation of the same (“**CP Completion Notice**”) to the Purchaser substantially in the form set out in **Schedule 7A**. The CP Completion Notice shall be accompanied with duly authenticated or certified

copies of all the necessary documents evidencing such fulfilment or waiver, as the case may be.

- (b) Upon receipt of the CP Completion Notice, the Purchaser shall verify such fulfilment of the Conditions Precedent and, within 3 (Three) Business Days from the date of receipt of the CP Completion Notice, the Purchaser shall notify the Seller, in writing, of its satisfaction or dissatisfaction with the same, or of it waiving the fulfilment of the respective Condition(s) Precedent, and shall deliver to the Seller, a written notice confirming the fulfilment of the Conditions Precedent, substantially in the form set out in **Schedule 7B** (“**CP Satisfaction Letter**”). In the event the Purchaser notifies the Seller of its dissatisfaction, the Seller shall, take all necessary steps to complete the respective Conditions Precedent within 15 (Fifteen) days of receipt of such notice, and shall provide to the Purchaser, no later than the CP Completion Date, all requisite documents evidencing fulfilment of such Condition(s) Precedent and the process under this Clause 5.4(b) shall once again apply with respect to such Conditions Precedent.
- (c) The date of issuance of the CP Satisfaction Letter by the Purchaser shall be the “**CP Satisfaction Date**”.

5.5. Waiver: If until the date falling immediately after the CP Completion Date, any of the Conditions Precedent remain unfulfilled, then, the Purchaser may waive any of the Conditions Precedent by notice in writing to the Seller either on its own motion or upon a request of the Seller (with such waiver request being tendered in writing).

5.6. Interim-Period Obligations

- (a) From the Effective Date and until the earlier of (a) the Closing Date; or (b) the termination of the Agreement in accordance with Clause 10.1 (as the case may be), the Seller agrees that it shall:
  - (i) not enter into any agreement or execute any document in relation to Transfer of the Sale Shares to any Person other than the Purchaser;
  - (ii) not effect any Transfer of the Sale Shares or voting interests therein;
  - (iii) not create any Encumbrance on the Sale Shares or any interest therein; and
  - (iv) not take any action inconsistent with the provisions of this Agreement, unless any such action is required to be taken to comply with Applicable Laws.

**6. CLOSING AND RELATED MATTERS**

6.1. The Closing shall take place on the Closing Date at a place as mutually agreed between the Seller and the Purchaser. The “**Closing Date**”, for the purposes of this Agreement, shall be the date that is (a) 3 (Three) Business Days after the (i) the CP Satisfaction Date; or (ii) the CP Completion Date (in the event the Purchaser has waived all the Conditions Precedent in accordance with Clause 5.5), as applicable; or (b) such earlier date as the Seller and the Purchaser may mutually agree upon in writing.

6.2. At least 1 (One) day prior to the Closing Date (except as specifically provided below):

- (a) the Seller, shall pay (directly or through its representatives) the stamp duty payable on the transfer of the Sale Shares and deliver the evidence of payment to the Purchaser;
- (b) the Seller shall, at its own cost and expense, deliver to the Purchaser the finalized Seller Tax Gain Computation and Seller 281 Memorandum;
- (c) the Seller shall ensure that the Company delivers to the Purchaser and the Seller the finalized Tax Valuation Certificate;
- (d) the Seller shall provide its Form 15CB in the form and manner acceptable to the Purchaser, issued by a chartered accountant, in relation to the remittance of the Purchase Consideration, by the Purchaser to the Seller, and furnish a copy of its filed Form 15CB to the Purchaser (along with the acknowledgement number, if available, for such filing with the relevant Tax authorities) at the earliest, for filing of Form 15CA;
- (e) the Purchaser shall, subject to receipt of Form 15CB from the Seller in a timely manner, submit Form 15CA in respect of the Sale Shares, as per Applicable Laws, in the form and manner acceptable to the Seller, and provide a copy of the same to the Seller;
- (f) Seller shall request Catalyst Trusteeship Limited, and/or any successors/replacements thereof for release of the non-disposal undertaking on the Sale Shares provided by the Seller in favour of Catalyst Trusteeship Limited, and/or any successors/replacements thereof under the Facility Agreement. It is hereby clarified that in the event the Seller is unable to procure the release of the non-disposal undertaking due to reasons beyond the control of the Seller, the Parties shall not proceed to Completion and the same shall not be considered a breach of this Agreement by the Seller;
- (g) the Seller shall have added the Purchaser as a beneficiary to its demat account in which the Sale Shares are held; and
- (h) the Seller shall provide to the Purchaser, a draft of the delivery instruction slips (in agreed form) to be issued to the Seller's depository participant for transfer of the Sale Shares to the Purchaser;

*provided that*, the Purchaser shall have the right to waive any of the actions to be undertaken by the Seller under this Clause 6.2.

6.3. On the Closing Date, the following events shall take place simultaneously:

Purchaser Actions

- (a) The Purchaser shall remit the Purchase Consideration *less* the Withholding Tax Amount to the Seller Bank Account, without any other reduction, adjustment, set-off, or withholding of any nature, by way of wire transfer of immediately available funds, and deliver to the Seller (including by way of email) a copy of the irrevocable wire transfer instruction in MT 103 issued by the Purchaser's bank evidencing the remittance of the Purchase Consideration *less* the Withholding Tax Amount to the Seller Bank Account.

Seller Actions

- (b) Immediately upon receipt of a copy of the irrevocable wire transfer instruction issued by the Purchaser's bank in MT 103 evidencing the remittance of the Purchase Consideration (*less* the Withholding Tax Amount) to the Seller Bank Account, the Seller shall deliver to its depository participant duly executed delivery instructions in the prescribed form for the transfer of the Sale Shares, from the Seller Demat Account to the Purchaser Demat Account and, and the Seller shall, promptly, deliver a copy of executed delivery instructions acknowledged by its depository participant to the Purchaser.
- (c) The Parties shall ensure that the Company holds a meeting of its Board, or the Board passes a resolution through circulation, for recording the sale and transfer of all the Sale Shares from the Seller to the Purchaser, and provide a certified true copy of such resolution to the Purchaser on the Closing Date.
- (d) All actions to be taken and all documents to be executed and delivered by the Parties at the Closing shall be deemed to have been taken and executed simultaneously, and no actions shall be deemed to have been taken nor any documents executed or delivered until all have been taken, executed and delivered.

## **7. POST CLOSING**

- 7.1. Subsequent to the Closing Date, the Seller shall file income-tax return within such timelines prescribed under the IT Act showing Withholding Tax Amount not greater than the amount as per the Seller Tax Gain Computation within the prescribed statutory timelines with respect to the Sale Shares. The Seller shall provide to the Purchaser, details of the acknowledgment number within 7 (Seven) days of filing having been completed.
- 7.2. Subsequent to the Closing Date, the Purchaser shall:
  - (a) deposit the Withholding Tax Amount with the relevant Governmental Authority, within 2 (Two) Business Days from the Closing Date and provide copies of challans as evidence of the same to the Seller as soon as possible but not later than 7 (Seven) days from the date on which Withholding Tax Amount is deposited and challan is generated;
  - (b) complete filing of the applicable withholding tax return relating to the Withholding Tax Amount within the statutory time period date; and
  - (c) issue the relevant withholding tax certificate, in Form 16A, to the Seller within the prescribed statutory time period.
- 7.3. The Seller shall ensure that the Company provides to the Purchaser, a signed certificate, in the form and manner reasonably acceptable to the Purchaser and the Seller, obtained from a reputed chartered accountant firm certifying the fair market value of the Sale Shares as on the Closing Date in accordance with and for the purposes of Sections 50CA and 56(2)(x) of the IT Act using the prescribed method under Rule 11UAA and Rule 11UA of the Income Tax Rules, 1962, on the last day of the month falling after the month in which Closing has occurred. For the purposes of clarification and by way of illustration, if the Closing Date falls on September 15, 2025, then, such certificate will be shared by October 31, 2025.
- 7.4. The Seller shall ensure that the Company provides the updated BENPOS statement to the Purchaser.

## 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 8.1. The Seller represents and warrants to the Purchaser that each of the representations and warranties set out in **Part A** of **Schedule 2** of this Agreement (“**Seller Warranties**”) are true, correct and accurate as on the Effective Date and the Closing Date. The Seller acknowledges that the Purchaser is entering into this Agreement relying upon such Seller Warranties being true, correct, and accurate as on the Effective Date and the Closing Date.
- 8.2. The Purchaser represents and warrants to the Seller that each of the representations and warranties set out in **Part B** of **Schedule 2** of this Agreement (“**Purchaser Warranties**”) are true, correct and accurate as on the Effective Date and the Closing Date. The Purchaser acknowledges that the Seller is entering into this Agreement relying upon such Purchaser Warranties being true, correct, and accurate as on the Effective Date and the Closing Date.
- 8.3. The Parties shall procure that no actions are intentionally performed, or actions intentionally omitted by such Party in respect of itself, which would result in any of their respective Seller Warranties or the Purchaser Warranties (as applicable) knowingly being breached or rendered false, incorrect, or inaccurate.
- 8.4. Each Party undertakes to notify the other Parties, promptly in writing if any of them becomes aware of any fact, matter or circumstance (whether existing on or before the Effective Date or arising afterwards) which would cause any of the respective Seller Warranties or the Purchaser Warranties (as applicable) given by them, to become untrue, incorrect, or inaccurate on the Closing Date.
- 8.5. Each of the Seller Warranties and the Purchaser Warranties is separate and independent and is neither qualified nor limited by reference to any other Seller Warranty or Purchaser Warranty, as the case may be.
- 8.6. Notwithstanding anything to the contrary in this Agreement: (i) neither the Seller (nor any Person on its behalf) has made or will make any representation or warranty to the Purchaser, express or implied, other than the Seller Warranties made in respect of itself and in respect of the Sale Shares owned by the Seller; and (ii) neither the Purchaser (nor any Person on its behalf) has made or will make any representation or warranty to the Seller, express or implied, other than the Purchaser Warranties.

## 9. INDEMNITIES

- 9.1. Seller Indemnification: The Seller shall indemnify, defend and hold harmless the Purchaser, its directors, officers and employees (collectively, the “**Purchaser Indemnified Parties**” and each a “**Purchaser Indemnified Party**”) against all Losses suffered or incurred by the Purchaser Indemnified Party(ies) arising out of, or on account of, or relating to: (i) any of the Seller Warranties being untrue, incorrect or inaccurate as at the date they were given, and (ii) fraud committed by Seller in connection with the transactions contemplated by this Agreement (collectively, “**Seller Indemnification Event**”), in accordance with the indemnification process set out and subject to the limitations and caps in **Schedule 3**, *provided however* that the provisions of this Clause 9.1 will become effective only upon the Closing as regards any claims for Losses. The Parties shall follow the process set out in **Part B** of **Schedule 3** in respect of claims arising out of this Clause 9.1.
- 9.2. Purchaser Indemnification: The Purchaser shall indemnify, defend and hold harmless the Seller, its directors, officers and employees (collectively, the “**Seller Indemnified Parties**” and each a “**Seller Indemnified Party**”) against all Losses suffered or incurred by the Seller Indemnified

Party(ies) arising out of or on account of or relating to: (i) any of the Purchaser Warranties given by it being untrue, incorrect or inaccurate as at the date they were given; or (ii) fraud committed by the Purchaser in connection with the transactions contemplated by this Agreement (“**Purchaser Indemnification Event**”), in accordance with the indemnification process, and subject to the limitations and caps, as set out in **Schedule 3**, *provided however* that the provisions of this Clause 9.2 will become effective only upon the Closing as regards any claims for Losses. The Parties shall follow the process set out in **Part B** of **Schedule 3** in respect of claims arising out of this Clause 9.2.

- 9.3. Subject to Clause 9.5 (*Sole Monetary Remedy*) and Clause 10 (*Term and Termination*) below, the indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other non-monetary rights and remedies as the Indemnified Party may have under any other agreement, at Applicable Law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 9.4. Subject to the terms of this Agreement (*including limitations hereunder*), the Indemnifying Parties agree and acknowledge that the indemnity obligation shall place the Indemnified Parties in the same position as they would have been in had there not been any Indemnification Event.
- 9.5. Sole Monetary Remedy: Notwithstanding anything to the contrary contained in this Agreement, the indemnification rights under this Agreement (with respect to any matters covered under this indemnity clause) shall be the sole and exclusive monetary remedy available to the Indemnified Parties against the Indemnifying Parties in the case of any Loss relating to, or arising from, this Agreement and the transactions contemplated hereby (whether predicated on common law, statute, strict liability or otherwise) incurred or suffered by such Indemnified Parties, and the total liability of such Party is subject to the limitations as set out in **Schedule 3**. In the event indemnity payments, if any, to be made by the Indemnifying Parties, require any Consents under Applicable Law, then the Indemnifying Parties shall obtain the relevant Consents. If the Loss is disputed, the disputing Parties shall refer the dispute to arbitration in the manner set out in Clause 13 (*Governing Law and Dispute Resolution*) herein.
- 9.6. Any indemnity payments made by the Indemnifying Parties pursuant to this Agreement shall be made free and clear of, and without deduction for or on account of, any Taxes payable under the Applicable Law including any Taxes payable by the Indemnified Party on such indemnity payments as conclusively determined by an independent Tax advisor engaged mutually by the Indemnified Party and the Indemnifying Party (“**Deductions**”), and in the event any Deductions are made from any amounts payable or paid to the Indemnified Party pursuant to this Clause, or if any indemnity payments made to the Indemnified Party are subject to Tax in the hands of the Indemnified Party (including being treated as assessable income), such additional amounts must be paid by the Indemnifying Party as may be necessary to ensure that the Indemnified Parties receive a net amount equal to the full amount of the Loss which it would have received had such payment not been subject to the Deductions. If the Indemnified Parties receive any refund or benefits with respect to the Deductions, the Indemnified Parties shall immediately transfer such refund or benefits actually received by the Indemnified Parties to the Indemnifying Party net of Taxation and less any direct and reasonable costs and expenses incurred in obtaining such refund of or benefits regarding the Deductions.
- 9.7. Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement, the Indemnifying Party’s obligation to indemnify the Indemnified Party(ies) in accordance with this Clause 9 (*Indemnity*) shall be subject to the limitations set out in **Schedule 3**.

## 10. TERMINATION

- 10.1. This Agreement shall continue in full force and effect from the Effective Date, unless terminated prior to the occurrence of Closing if the Parties mutually agree in writing.
- 10.2. Subject to Clause 10.3, all rights and obligations of the Parties under this Agreement shall be effective from the Effective Date and shall cease immediately upon termination. However, the termination of this Agreement shall not relieve any Party of any obligations or liabilities, including for breach of the Agreement, accrued prior to the date of termination or affect any right of any Party (including remedies) accrued prior to the date of termination.
- 10.3. The provisions of Clause 8 (*Representations and Warranties*), Clause 9 (*Indemnities*), Clause 10.3 (*Termination*), Clause 11 (*Costs*), Clause 12 (*Notices*), Clause 13 (*Governing Law and Dispute Resolution*), Clause 14 (*Announcements and Confidentiality*), Clause 15 (*Miscellaneous*), and any other provisions herein required to give effect to the foregoing provisions shall survive the termination of this Agreement.

## 11. COSTS

Except as otherwise set forth in this Agreement, each Party shall pay its own costs relating to the negotiation, preparation, execution and performance by it of this Agreement and of the transactions contemplated herein. The Purchaser and the Seller shall equally bear the cost of the stamp duty in relation to Transfer of the Sale Shares and execution of the Agreement. The Seller shall make the payment of the entire stamp duty in relation to Transfer of the Sale Shares and execution of the Agreement, and the Purchaser shall reimburse half of the cost of such stamp duty paid by the Seller on its behalf.

## 12. NOTICES

- 12.1. Any notice, request or other communication to be given or made under this Agreement shall be in writing. Any such communication shall be delivered by hand, established courier service or email to the Party to which it is required or permitted to be given or made at such Party's address specified below or at such other address as such Party has from time to time designated by written notice to the other Parties hereto, and shall be effective upon the earlier of: (i) actual receipt, and (ii) deemed receipt under Clause 12.2 below.

If Notice is sent to **Seller**:

<b>Attention</b>	:	Sidney Stacie
<b>Address</b>	:	Zuidplein 126, WTC Tower One, 15th Floor, 1077XV Amsterdam
<b>Email</b>	:	Sidney.stacie@centralisgroup.com
<b>Telephone</b>	:	+31621532571

If Notice is sent to **Purchaser**:

<b>Attention</b>	:	Kriti Malay Doshi / Jonathan Robert Mills / the Directors
<b>Address</b>	:	Unit 24-00, Level 24, ICD Brookfield Place, DIFC Dubai, 504237, United Arab Emirates
<b>Email</b>	:	<a href="mailto:dl-bam-">dl-bam-</a>

[regionalinvestmentsandportfoliomanagement@brookfield.com](mailto:regionalinvestmentsandportfoliomanagement@brookfield.com);  
[dubaioperations1@brookfield.com](mailto:dubaioperations1@brookfield.com)

**Telephone** : +971 (0) 4 597 0100

- 12.2. Unless there is reasonable evidence that it was received at a different time, notice pursuant to this Clause 12 is deemed given if: (a) delivered by hand, when left at the address referred to in clause 12.1; (b) sent by established courier services within a country, 3 (three) business days after posting it; (c) sent by established courier service between 2 countries, 6 (six) business days after posting it or confirmation of its receipt, whichever is earlier; and (d) sent by electronic mail, when confirmation of its transmission has been recorded by the sender's electronic mail.

### **13. GOVERNING LAW AND DISPUTE RESOLUTION**

- 13.1. Governing Law: This Agreement and all questions of its interpretation shall be governed by, and construed in accordance with, the Laws of the Republic of India.

13.2. Dispute Resolution by Meetings

Any dispute, controversy, claims or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof (hereinafter referred to as a “**Dispute**”) shall be first referred to senior executives nominated by the disputing Parties. In the event a Dispute has arisen, then, any disputing Party may serve a notice to the other Party setting out in reasonable detail the Dispute and proceed towards resolution of the Dispute through mutual discussions between the senior executives (the “**Dispute Notice**”).

13.3. Arbitration

In the event that the mutual discussions between the senior executives do not take place for any reason or the senior executives nominated by the disputing Parties are unable to resolve the issue of the Dispute within 30 (Thirty) days from the date of the Dispute Notice, the Dispute shall be referred to and finally resolved by arbitration.

(a) Arbitration Procedure

This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding, which award, if appropriate, shall determine whether and when any termination shall become effective. The arbitration shall be conducted in accordance with the rules of Singapore International Arbitration Centre, as may be applicable from time to time (“**SIAC Rules**”). The arbitration shall be conducted in English.

(b) Seat and Venue of Arbitration

The juridical seat and the venue of the arbitration shall be at Singapore.

(c) Number and qualification of Arbitrators

The arbitration shall be conducted by a tribunal of 3 (Three) arbitrators (“**Arbitral Tribunal**”). The Party referring the Dispute shall appoint 1 (One) arbitrator and the other Party shall appoint 1 (One) arbitrator. The applicant shall nominate its/their arbitrator along

with the notice for arbitration to the respondent, and the respondent shall nominate its/their arbitrator within a period of 30 (Thirty) days of the receipt of the notice for arbitration. The third (presiding) arbitrator shall be nominated by the 2 (Two) arbitrators within a period of 30 (Thirty) days of the nomination of the second arbitrator. In the event that the applicant or the respondent, as the case may be, fails to appoint their respective arbitrator within 30 (Thirty) days following submission of the Dispute to arbitration, the chairman of SIAC shall appoint an arbitrator in accordance with the SIAC Rules on behalf of such Party.

(d) Fees of the Arbitral Tribunal

The Arbitral Tribunal shall fix a lump sum (one time) fees payable by each disputing Party in equal share in the first meeting. Such fees shall be paid in advance by each disputing Party. In case, a disputing Party fails, neglects or refuses to pay its part of the arbitrator fees, the other disputing Party shall be responsible for making such payment in advance and the other disputing Party shall be entitled to recover the same from the defaulting Party as costs in the arbitration. It is clarified that the said lump sum fees shall be exclusive of any expenses or charges towards administration or conduct of arbitration proceedings.

(e) Award Final and Binding

The Parties agree that the arbitration award shall be final and binding on the Parties. The Parties agree that no Party shall have any right to commence or maintain any suit or legal proceedings (other than for interim or conservatory measures) until the Dispute has been determined in accordance with the arbitration procedure provided herein and then only for enforcement of the award rendered in the arbitration. Judgment upon the arbitration award may be rendered in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. Notwithstanding the foregoing, the Parties agree that any of them may seek interim measures including injunctive relief in relation to the provisions of this Agreement or the Parties' performance of it from the courts at New Delhi, India.

(f) Obligations

The existence or subsistence of a Dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under this Agreement which are not in Dispute. The arbitrators shall give due consideration to such performance, if any, in making a final award.

(g) Confidentiality

No Party or Person involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute save as required in order to enforce the arbitration agreement and/or any award made pursuant to this Agreement.

## **14. ANNOUNCEMENTS AND CONFIDENTIALITY**

### **14.1. Announcement:**

- (a) Subject to Clause 14.2 below, no Party shall, and shall procure that each of its Affiliates shall not, make any announcement, statement or press release in connection with this Agreement or the existence or subject matter of this Agreement, without the prior written approval of the other Party, which approval shall not be unreasonably withheld or denied.
- (b) Without prejudice to the generality of the aforesaid, it is further agreed that no Party shall make any announcement, statement or press release which contains disparaging or defamatory statements regarding any other Party.

14.2. Confidentiality:

- (a) Confidential Information: For the purposes of this Agreement, “**Confidential Information**” means all information and other materials disclosed by a Party (in either case “**Discloser**”) to the receiving Party (“**Recipient**”) and the terms and existence of this Agreement, whether marked as confidential or not, in any form whatsoever (including, without limitation, in written, visual or electronic form or on any magnetic or optical disk or memory and wherever located). Notwithstanding the foregoing, information shall not be deemed confidential and the Recipient shall have no obligation with respect to any such information which:
  - (i) is already in the public domain or becomes available to the public through no breach of this Agreement by the Recipient;
  - (ii) was already known by or available to the Recipient prior to the disclosure by the Discloser;
  - (iii) is required or requested by Applicable Law, regulation or by the order, decree or request of a dispute forum of competent jurisdiction to be disclosed, provided that the Recipient shall, to the extent lawful and reasonably practicable, provide the Discloser with written notice prior to its disclosure to enable the Discloser to, at its own expense, take appropriate steps to protect its Confidential Information;
  - (iv) is required to be disclosed in the Offer Documents (*as defined under the New SHA*) of the Company in relation to the Proposed IPO, in compliance with the SEBI ICDR Regulations and Applicable Laws, including making the Agreement available to the public for inspection in compliance with the SEBI ICDR Regulations, and for submission of copies of such Agreement to the repository portal of the Stock Exchanges/ SEBI as required pursuant to the SEBI circular dated December 5, 2024, and the subsequent requirements of the Stock Exchanges/ SEBI, as applicable; or
  - (v) has already been or is hereafter independently acquired or developed by the Recipient without violating any confidentiality agreement with or other obligation to the Party who disclosed the information.
- (b) Treatment of Confidential Information: The Recipient shall, and shall cause its Affiliates and nominated director(s) to, keep confidential and not disclose to third parties, the Confidential Information received from, or made available by, the Discloser and will use and cause its Affiliates and nominated director(s) to use a reasonable standard of care with respect to the Confidential Information, and will not use and will cause its Affiliates and nominated director(s) not to use such Confidential Information for any purpose other than the performance of its obligations under this Agreement.
- (c) Disclosure of Confidential Information: The Recipient undertakes to keep Confidential Information

confidential and shall not use or disclose any Confidential Information to any third party for any unauthorized purpose and shall take all reasonable precautions for the safe custody of such Confidential Information for so long as it shall remain confidential or proprietary. The Recipient shall, however, be permitted to disclose, on a need-to-know basis, Confidential Information only to its direct or indirect shareholders, limited partners, joint venture partners, directors, bankers, lenders, investment advisors, employees and employees of investment advisors, auditors and other advisers, including financial and legal advisors, agents, such Party's Affiliates (and in case of Seller, any general partner of Seller), and its Affiliates' auditors, prospective lenders, investors, prospective investors, directors, employees, officers, consultants and legal, financial and professional advisors, limited partners, bankers, lenders, investment advisors and other advisers, and agents, or pursuant to any legally mandated reporting requirements subject to compliance with Clause 14.2(d), *provided that*, the Recipient (or its Affiliate) shall inform such persons of the confidential nature of such Confidential Information.

- (d) Notice Prior to Disclosure: If the Recipient (or its Affiliate) is required by Applicable Law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Recipient will promptly notify the Discloser of such request or requirement. If the Recipient (or any of its Affiliates) is compelled to disclose the Confidential Information, the Recipient (or its Affiliate) may disclose only so much of the Confidential Information to the Party compelling disclosure as is required by Applicable Law.
- (e) Return or destruction of Confidential Information: In the event that for any reason this Agreement shall lapse and the transactions contemplated hereby are not implemented, then, without prejudice to or in any manner limiting the confidentiality obligation of the Parties set out in the foregoing sub Clauses 14.2(a) to 14.2(d) above:
  - (i) the Parties shall make no further use of the Confidential Information disclosed to it (and / or its Affiliates), save and except as may be required to be maintained or used pursuant to Applicable Law applicable to such Party or such Party's record keeping and back-up policies;
  - (ii) the Parties shall, and shall procure that their Affiliates shall, upon the earlier termination of this Agreement within 5 (Five) days from the date of receipt of written request of the counterparty, promptly undertake the following in relation to the Confidential Information including all materials or documents, any copies, derivatives therefrom, summaries and notes of the contents thereof (whether in hard or soft copy), whether in the Parties possession or control: (a) return to the Discloser all of the Confidential Information which is in tangible form; or (b) destroy all Confidential Information, provided however, that the Parties may keep physical or electronic copies of Confidential Information (subject always to and without prejudice to or in any manner limiting the confidentiality obligation of the Parties set out in the foregoing sub Clauses 14.2(a) to 14.2(d) above) under the following circumstances: (I) if the concerned Party is required to keep and maintain any Confidential Information (or any portion thereof) pursuant to Applicable Laws applicable to such Party or such Party's record keeping and back-up policies, (II) if the Confidential Information is relevant to the Party in connection with any litigation, provided that such usage of Confidential Information of a Discloser in any third party litigation is judiciously used so as to not result in adverse consequences to the Discloser, or (III) if the Confidential Information has been incorporated in good faith in board or committee minutes relating to the transaction contemplated under this Agreement; and

- (iii) No such termination or return or destruction of such Confidential Information will affect the confidentiality obligation of the Parties.

## 15. MISCELLANEOUS

- 15.1. Waiver: Except as provided in this Agreement, no delay in exercising or omission to exercise any right, power or remedy accruing to any Party upon any default under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of such Party in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of such Party in respect of any other default. Any waiver can only be made by a written instrument.
- 15.2. Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart.
- 15.3. Specific Performance: The Parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other rights and remedies.
- 15.4. Assignment: No Party hereto, shall assign or Transfer any of its rights and/or obligations hereunder to any other Person without the prior written consent of the other Parties. Provided however, the Purchaser may assign or Transfer any of its rights and/or obligations hereunder to any of its Affiliates, without any prior written consent from the Seller.
- 15.5. No Partnership or Agency: Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute an agency or a joint venture or an association between the Parties for any purpose or entitle either Party to commit or bind the other Parties in any manner.
- 15.6. Further Actions: Each Party shall provide such further information and execute and deliver or cause to be executed and delivered, both before and after the date hereof, such further certificates, agreements and other documents and take such other actions, as may be reasonably necessary or appropriate to consummate or implement the transactions contemplated hereby.
- 15.7. Severability: If any provision of this Agreement is invalid, illegal or unenforceable, it may be severed from this Agreement and the remaining provisions of this Agreement shall continue to remain in force. Any such invalid or illegal or incapable of being enforced provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 15.8. Amendment: No amendment, modification or termination of any provision of this Agreement shall be effective unless the same is in writing and signed by or on behalf of each of the Parties hereto.
- 15.9. Entirety: This Agreement, with all the Schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof, to the exclusion of all other previous communications, understandings and assurances, either written or oral, with respect to the subject matter hereof.

*[SCHEDULES AND SIGNATURE PAGES FOLLOW]*

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

For **RIKHAB INVESTMENTS B.V.**

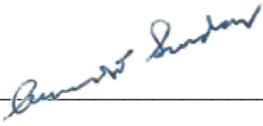
A handwritten signature in blue ink, appearing to be 'S. Stacie', is written over a horizontal line.

Authorised Signatory

Name: Sidney Stacie

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

**For BGTF ONE HOLDINGS (DIFC) LIMITED**

  
\_\_\_\_\_

Authorised Signatory

Name: Aanandjit Sunderaj

## SCHEDULE 1

### DEFINITIONS AND INTERPRETATIONS

#### PART A - DEFINITIONS

In this Agreement, the following terms, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the following meanings assigned to them herein below:

“**Act**” means the Companies Act, 2013, and as may be amended, modified, supplemented or re-enacted thereof from time to time and shall include the rules and regulations issued thereunder and as may be amended from time to time.

“**Affiliate**” in respect of each Party, shall have the meaning ascribed to the term under the New SHA, as applicable to such Party.

“**Agreement**” means this share purchase agreement, as from time to time amended, supplemented or replaced or otherwise modified and any document which amends, supplements, replaces or otherwise modifies this Agreement, together with the Recitals and all the Schedules attached hereto and certificates issued pursuant thereto.

“**Anti-Corruption Laws**” means any applicable Law regulating corruption, money laundering and bribery in any jurisdiction in which the Company and/or any of its subsidiaries perform business, including but not limited to, where applicable, the Prevention of Corruption Act 1988, the Act, the Whistleblowers’ Protection Act 2011, the Bhartiya Nyaya Sanhita, 2023, the Lokpal and Lokayuktas Act 2013, the Foreign Contribution (Regulation) Act 2010, the Prevention of Money Laundering Act 2002, U.S. Foreign Corrupt Practices Act, 1977, the U.K. Bribery Act of 2010, the Canada Corruption of Foreign Public Officials Act, and any other applicable similar anti-corruption, anti-bribery, recordkeeping and internal controls laws or regulations in India or any other jurisdiction where the Company carries on business, in each case as amended, re-enacted or replaced from time to time.

“**Applicable Law**” means with respect to any Person, all laws, regulations, rules, directives, statutes, judgments, orders, notices, instructions, decisions and awards of any court or competent authority or tribunal exercising statutory or delegated powers and all codes of practice, having force of law, in each case to the extent applicable to such Person.

“**Big 4 Firm**” means any of the Indian or overseas affiliates or associates, as the case may be of: (a) Deloitte Touche Tohmatsu; (b) KPMG; (c) Price Waterhouse Coopers; and (d) Ernst & Young;

“**Board**” means the board of directors of the Company, as appointed from time to time in accordance with its articles of association and the Act.

“**Business Day**” means a day (other than a Saturday or a Sunday) on which scheduled commercial banks are generally open for business in Mumbai, Republic of India, United Arab Emirates and Netherlands.

“**Claim**” means any indemnity claim for Losses made by an Indemnified Party pursuant to Clause 9 of this Agreement.

“**Closing**” means the sale of the Sale Shares by the Seller to the Purchaser and payment of the Purchase Consideration by the Purchaser to the Seller and the performance of all the obligations of the Parties to be performed at Closing Date, as more specifically provided under Clause 6.3 of this Agreement.

“**Company**” means Clean Max Enviro Energy Solutions Private Limited<sup>1</sup>, a company validly existing under the (Indian) Companies Act, 2013.

“**Consent**” means any consent, approval, permit, in each case issued or granted by any Person under or pursuant to Applicable Law.

“**Control**” (including with correlative meaning, the terms, “Controlling”, “Controlled by” and “under common Control with”), with respect to any Person, means the acquisition or control of more than 50% (Fifty Per Cent) of the voting rights or of the issued share capital of such Person or the right to appoint or remove all or the majority of the members of the board of directors or other governing body of such Person, the power to direct or cause the direction of the management, to manage and exercise significant influence on the management or policies of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise.

“**Controlled Affiliate**” shall have the meaning ascribed to such term under the New SHA.

“**Encumbrance**” means (i) any charge (whether fixed or floating), pledge, non-disposal undertaking, escrow, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) any arrangement for exercising voting rights issued to third parties, power of attorney (by whatever name called) issued to third parties for transferring and/or exercising any rights, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favor of any Person; (iii) any adverse claim as to title or possession; and/or (iv) any arrangement to give any of the foregoing.

“**Equity Shares**” means the equity shares of the Company having a face value of INR 1 (Indian Rupee One only) each and the term “Equity Share” shall be construed accordingly.

“**Execution Date**” shall mean the date of execution of this Agreement, as set forth above.

“**Facility Agreement**” means the facility agreement of the even date entered into by and amongst *inter alia* Seller, BGTF Loans Aggregator LP and Catalyst Trusteeship Limited, and/or any successors/replacements thereof.

“**Fully Diluted Basis**” shall have the meaning ascribed to such term under the New SHA.

“**Governmental Authority**” means any national, state, provincial, local or similar government, governmental, regulatory, administrative or statutory authority, government department, branch, agency, board, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of India or any other country.

“**Government Official**” means any public or elected official or officer, employee (regardless of rank), or person working for or on behalf of a Governmental Authority, state-owned or state-controlled company,

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<sup>1</sup> The Company has applied for its conversion from a private company to a public company *vide* a shareholders resolution dated July 14, 2025 and has filed an application in relevant form with jurisdictional registrar of companies (“**RoC**”) for approval of such conversion. Upon receipt of approval from the RoC for such conversion, Company will become a public company in records of RoC and references to Company herein will be updated accordingly.

acting on behalf of public international organization, or political party, as well as any political party official or any candidate for political office.

“**Indemnification Event**” shall mean either the Seller Indemnification Event or Purchaser Indemnification Event, as the context may require.

“**Indemnified Party(ies)**” shall mean either the Seller Indemnified Party(ies), the Purchaser Indemnified Party(ies), or both, as the context may require.

“**Indemnifying Party(ies)**” shall mean either Seller, Purchaser, or both, as the context may require.

“**INR**” or “**Rupees**” means Indian Rupee, the lawful currency of India.

“**IPO Failure Event**” shall mean the occurrence of any of the events set out in Clauses 10.6.1(i) to 10.6.1(v) of the New SHA.

“**IT Act**” means the (Indian) Income-tax Act, 1961 as may be amended or supplemented from time to time (and any successor provisions), including any statutory modifications, amendments or re-enactment thereof, together with all applicable by-laws, rules, regulations, orders, circulars, ordinances, directions issued thereunder.

“**Loss(es)**” means all direct and actual losses, claims, damages (whether or not resulting from third party claims), demands, pre-deposits, judgments, awards, fines, penalties, Taxes, fees, settlements, reasonable costs, reasonable expenses, including interests with respect thereto, reasonable out-of-pocket expenses, reasonable attorneys’ and accountants’ fees and disbursements, but shall exclude any punitive, special, indirect or consequential loss or any loss that is not reasonably foreseeable, such as loss of profit, loss of revenue, loss of opportunity, loss of goodwill or possible business, whether actual or prospective loss.

“**New SHA**” means the amended and restated shareholders’ agreement of the even date, executed, by and amongst, *inter alia*, the Company, Purchaser and Seller.

“**Notice(s)**” means any notices, requests, demands or other communication given by any of the Parties to any of the other Parties under this Agreement.

“**Party(ies)**” shall have the meaning ascribed to the term in the array of parties.

“**Person**” means any limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, one person company, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Law, and shall include their respective successors and in case of an individual shall include his or her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

“**Proceedings**” means any action, regulatory audit, arbitration, alternative dispute resolution proceeding (including mediation or settlement proceedings), appeal, claim by authority, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative), which has not been finally settled or resolved.

“**Proposed IPO**” shall have the meaning ascribed to the term under the New SHA.

“**Purchase Consideration**” shall have the meaning ascribed to such term under the SPA.

“**Purchaser**” shall have the meaning ascribed to the term in the array of parties.

“**Purchaser Demat Account**” means the demat account of Purchaser, the details whereof are set out in **Schedule 5**.

“**Sanctioned Country**” means a country or territory that is or whose government is the subject of sanctions prohibiting or restricting dealings in, with or involving such country or territory, its government, its nationals and/or entities organized or domiciled in such country or territory, which currently would include Cuba, Iran, North Korea, the so-called Luhansk and Donetsk People’s Republics, and the Crimea Region of Ukraine, and any other countries subject to sanctions by the United States, United Kingdom, European Union or its member states, Canada and Indian governments.

“**Sanctioned Person**” means any individual, entity, property or interest in property that is (i) the subject or target of Sanctions Laws and Regulations; (ii) located, organized, or resident in a Sanctioned Country; or (iii) in the aggregate, 50% (Fifty Percent) or greater owned, directly or indirectly, or otherwise controlled by an individual or entity described in clauses (i), (ii) or (iii).

“**Sanctions Laws and Regulations**” means any and all laws and regulations relating to, and executive orders to implement, economic, financial or trade sanctions or trade embargoes administered, imposed or enforced by the US government (including the US Department of State, the US Department of Commerce, and the US Treasury Department’s Office of Foreign Assets Controls and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council, His Majesty’s Treasury of the United Kingdom, the European Union or their member states, Canada, the Republic of India, the Reserve Bank of India and any other national or supra-national authority with jurisdiction over the Party.

“**SEBI**” means the Securities and Exchange Board of India.

“**SEBI ICDR Regulations**” mean the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018.

“**Seller**” shall have the meaning ascribed to the term in the array of parties.

“**Seller 281 Memorandum**” means a memorandum, in the form and manner acceptable to Purchaser, issued by a Big 4 Firm on a reliance basis, specifying that on the date of issue, the Seller does not have any outstanding or disputed tax liability or pending tax proceedings in India that may warrant the sale of the Sale Shares to the Purchaser to be void under Section 281 of the IT Act together with the screenshots from the website of the e-filing portal and TRACES portal or where such proceedings or liability subsist, list of any pending Tax demands and pending Tax proceedings in relation to the Seller under Section 281 of the IT Act.

“**Seller Bank Account**” means the designated bank account of Seller, the details whereof are set out in **Part A of Schedule 6**.

“**Seller Demat Account**” means the demat account of Seller, the details whereof are set out in **Part B of Schedule 6**.

“**Seller Fundamental Warranties**” shall mean the representations and warranties provided by the Seller as set out in **Part A of Schedule 2** other than the Seller Tax Warranties and Seller Tax Withholding Warranties;

**“Seller Tax Gain Computation”** means a tax computation, in the form and manner reasonably acceptable to Purchaser, issued by Big 4 Firm along with appropriate notes and disclosure regarding residential status of the Seller, calculation of the tax liability of the Seller with respect to sale of Sale Shares as on the Closing Date and computation of the withholding tax implications on the Purchaser, and the nature of income, issued to the Purchaser on reliance basis, stating the aggregate quantum of capital gains (in Indian National Rupees) (along with calculation and basis thereof and notes thereto) arising or accruing to the Seller upon the sale of the Sale Shares by the Seller on the Closing Date and the applicable Tax (in Indian National Rupees) (along with calculation and basis thereof), computed in accordance with the provisions of the IT Act, as on the Closing Date. The computation shall take into account any additional facts or information requested by Purchaser to be covered therein.

**“Seller Tax Warranties”** shall mean the representations and warranties provided by the Seller, as set out in paragraphs 11.4 and 11.5 of **Part A of Schedule 2**.

**“Seller Tax Withholding Warranties”** shall mean the representations and warranties provided by the Seller, as set out in paragraphs 12 to 17 of **Part A of Schedule 2**.

**“Stock Exchange”** means and includes any recognized stock exchange in India including the National Stock Exchange of India Limited and the BSE Limited.

**“Tax”** or collectively **“Taxes”** or **“Taxation”** means and includes all forms of direct and indirect taxation and statutory and governmental, state, federal, provincial, local governmental or municipal charges, fees, duties, contributions, levies or other assessments, withholdings and deductions, including income, gross receipts, wealth, excise, withholding, minimum alternate tax, good and services tax, social security, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever and whenever imposed, including all related surcharge, cess, penalties, fines, charges, costs and interest and with respect to such Taxes, any estimated Tax, interest and penalties or additions to Tax and interest on such penalties and additions to Tax.

**“Tax Valuation Certificate”** means the signed certificate, in the form and manner reasonably acceptable to the Purchaser and the Seller, obtained from a reputed chartered accountant firm certifying the fair market value of the Sale Shares as on the date which shall be the last date of the second preceding month in which the Completion occurs in accordance with and for the purposes of Section 56(2)(x) and 50CA of the IT Act using the prescribed method under Rule 11UA and Rule 11UAA of the Income Tax Rules, 1962. The Seller shall procure that the Company obtains the Tax Valuation Certificate in accordance with the terms of this Agreement.

**“Transfer”** means sale, transfer, conveyance, assignment or creation of any Encumbrance.

**“Withholding Tax Amount”** means the amount of withholding Tax as mentioned in the Seller Tax Gain Computation with respect to the Seller.

**Additional Defined Terms.** Each of the following terms shall have the respective meaning set forth in the Clause of this Agreement indicated below:

<b>Definition</b>	<b>Clause</b>
Arbitral Tribunal	Clause 13.3(c)
Closing Date	Clause 6.1

<b>Definition</b>	<b>Clause</b>
Confidential Information	Clause 14.2(a)
Conditions Precedent	Clause 5.1
CP Completion Date	Clause 5.2
CP Completion Notice	Clause 5.4(a)
CP Satisfaction Date	Clause 5.4(c)
Deductions	Clause 9.6
Discloser	Clause 14.2(a)
Dispute	Clause 13.2
Dispute Notice	Clause 13.2
Effective Date	Clause 3
Indemnity Claim	Paragraph 1 of Part B of Schedule 3
Indemnification Notice	Paragraph 1 of Part B of Schedule 3
Interim Payment	Paragraph 6 of Part B of Schedule 3
Purchaser Indemnified Party(ies)	Clause 9.1
Purchaser Indemnification Event	Clause 9.2
Purchaser Warranties	Clause 8.2
Recipient	Clause 14.2(a)
Sale Shares	Recital A
Seller Indemnification Event	Clause 9.1
Seller Indemnified Party(ies)	Clause 9.2
Seller Warranties	Clause 8.1
SIAC Rules	Clause 13.3(a)
SPA	Recital A
Subject Obligation	Paragraph 15 of Part B of Schedule 1
Third Party Claim	Paragraph 3 of Part B of Schedule 3
Third Party Claim Notice	Paragraph 3 of Part B of Schedule 3

## PART B – INTERPRETATION

In this Agreement, unless the context thereof otherwise requires:

1. any word or phrase defined in the Recitals, or the body of this Agreement as opposed to being defined in **Part A** of this **Schedule 1** above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;
2. the terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation;
3. words and abbreviations, which have, well known technical or trade/ commercial meanings are used in this Agreement in accordance with such meanings, unless otherwise defined in this Agreement;
4. where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase have corresponding meanings;
5. references to a provision, Clause or Schedule are to a provision, clause of, or a schedule to this Agreement and references to this Agreement include its Schedules, which are a part of this Agreement, and references to a part or paragraph, include references to a part or paragraph of a Schedule to this Agreement;
6. if there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules, the term in the body of this Agreement shall take precedence;
7. references to this Agreement and any other document or to any specified provision of this Agreement and any other document are to that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this Agreement and that document or, as the case may be, with the agreement of the relevant parties;
8. reference in this Agreement to certain number of days means calendar days unless otherwise specified to be Business Days;
9. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
10. words importing the singular include the plural and vice versa, words importing a gender include every gender;
11. the table of contents and the headings to clauses, Schedules, Annexures, parts and paragraphs are inserted for convenience only and shall be ignored in interpreting this Agreement;
12. the words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible;

13. the terms “hereof”, “herein”, “hereby”, “hereto”, “hereunder” and derivative or similar words refer to this entire Agreement as a whole and not limited to the particular Clause or provision in which the relevant expression appears, unless the contrary is expressly stated or the contrary clearly appears from the context;
14. a reference to any statute or statutory provision includes any subordinate legislation made under it and any provision which it has re-enacted (with or without modification), and any provision superseding it or re-enacting it (with or without modification), before, or on the Execution Date;
15. where any obligation under this Agreement (“**Subject Obligation**”) requires a Consent, in order for the Subject Obligation to be performed validly, then the Subject Obligation shall be deemed to include the obligation to apply for, obtain, maintain and comply with the terms and conditions of, all such Consent(s);
16. any reference to documents in the “agreed form” shall mean documents that are in such form, and containing such content, that has been approved in writing by the Parties;
17. the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
18. unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;
19. any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held, including paper, electronically stored data, magnetic media, film and microfilm;
20. this Agreement is a joint draft product of the Parties and any rule of statutory interpretation interpreting agreements against a Party primarily responsible for drafting the agreement shall not be applicable to this Agreement;
21. “writing”, “written” and comparable terms refer to printing, typing, lithography transmissions by e-mail, and other means of reproducing words in visible form, but shall exclude text messages from mobile phones; and
22. Legislative References: All references in this Agreement to the provisions of the IT Act and the rules made thereunder shall, upon the enactment and coming into force of the Income-tax Act, 2025 (or any legislation replacing or superseding the IT Act), be deemed to refer to the corresponding or equivalent provisions of such new enactment, to the extent applicable and in force, and shall be construed accordingly.

## SCHEDULE 2

### PART A - SELLER WARRANTIES

1. Organization and Authority. The Seller has been validly incorporated and is validly existing under the laws of the country of its incorporation and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
2. Validity. This Agreement has been duly authorized and executed by the Seller and (assuming due authorization, execution and delivery by the other Parties) constitutes its valid and legally binding obligation enforceable in accordance with its terms.
3. No Conflict. The execution, delivery and performance of this Agreement does not contravene any provision of the constitutional documents establishing the Seller or any Applicable Law applicable to it. There are no unfulfilled judicial or administrative actions, proceedings or investigations, judgments or orders by any Governmental Authority pending against the Seller, which would affect its capacity to undertake and perform its obligations under this Agreement.
4. Status of Authorizations. The Seller has taken all appropriate and necessary action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.
5. Insolvency. There is no order of insolvency passed against or pending against the Seller.
6. Approvals. All Consents (including from any Governmental Authority) required by the Seller under Applicable Law or any contract that it is a party to, to lawfully enter into, and comply with its obligations in this Agreement have been obtained and are in full effect as on the Closing Date. No notice has been received or any action taken which will result in (or threaten) cancellation, termination or withdrawal of such Consent.
7. Anti-Bribery and Anti-Corruption, Sanctions.
  - 7.1. The Seller's activities and conduct and, to the Seller's knowledge, the activities and conduct related to the Seller of its executives, managers, directors, officers, employees, agents or other persons acting on its behalf, are and have been conducted at all times in full compliance with, and have not breached or have been charged with breaching, the Anti-Corruption Laws, and no notice has been received from any Governmental Authority alleging non-compliance by the Seller with such applicable Anti-Corruption Laws. There is no pending Proceeding by or before any court or Governmental Authority or any arbitrator relating to any possible violation of the Anti-Corruption Laws by the Seller.
  - 7.2. The Seller is not under actual or threatened investigation or enquiry, that the Seller has received notice of, by any Governmental Authority or claims or Proceedings with any Person, or any internal investigation, for any possible violation of the Anti-Corruption Laws by it or any of its executives, managers, directors, officers, employees or agents or any other Person acting on its behalf.
  - 7.3. Neither the Seller nor, to the Seller's knowledge, any of its executives, managers, directors, officers, employees, agents, or other Persons acting on its behalf, has been charged with, or convicted of violation of the Anti-Corruption Laws.

- 7.4. The Seller has not taken any action, nor has the Seller, to its knowledge, caused any of its executives, managers, directors, officers or employees, agents or Persons acting on its behalf to take any action, that violates the Anti-Corruption Laws.
- 7.5. The Seller maintains and enforces effective internal policies and procedures, and controls designed to ensure compliance with Anti-Corruption Laws, including policies, procedures, and controls reasonably designed to ensure that its agents or other third parties do not make payments or engage in other conduct in violation of Anti-Corruption Laws. The Seller maintains procedures and mechanisms for the internal reporting of actual or suspected corrupt acts.
- 7.6. To the Seller's knowledge, the Seller has complied with all applicable Anti-Corruption Laws in furtherance of receiving, maintaining, renewing or in relation to any of its licenses, permits, authorizations or any of its dealings with any Government Official.
8. Sanctions.
- 8.1. Neither the Seller, nor, to the Seller's knowledge, any of its executives, managers, officers, directors, employees, agents, or other Persons acting on its behalf is a Sanctioned Person, nor are they organized or resident in a Sanctioned Country.
- 8.2. The Seller is not owned or Controlled by any Person that is targeted by or the subject of any Sanctions Laws and Regulations.
- 8.3. To its knowledge, the Seller is in compliance with the Sanctions Laws and Regulations.
9. The Seller is not an entity named on (A) lists promulgated by the United Nations Security Council or its committees pursuant to resolutions issues under Chapter VII of the United Nations Charter or (B) the World Bank Listing of Ineligible Firms (see [www.worldbank.org/debarr](http://www.worldbank.org/debarr)), as amended, supplemented or substituted from time to time as amended, supplemented or substituted from time to time.
10. The Seller (a) has not been convicted for any charges, whether of a civil or criminal nature related to corruption, money-laundering or offences involving moral turpitude or who has incurred any criminal sanctions; (b) is not a Person named on Reserve Bank of India's wilful defaulter list or has been identified by any governmental authority as a 'wilful defaulter' or qualify as such; (c) is not a Person named on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC and/or on any other similar list maintained by OFAC or any other U.S. governmental agency pursuant to any authorising statute, executive order or regulation, as amended, supplemented or substituted from time to time; (d) is not a Person who is listed on the consolidated list of persons, groups and entities subject to any sanction imposed by the European Union, or any of its member states, or Canada, as amended, supplemented or substituted from time to time; (e) is not a Person who is present on the Consolidated List of Financial Sanctions Targets and/or the Investment Ban List maintained by His Majesty's Treasury and Office of Financial Sanctions Implementation of the Government of United Kingdom or any similar list maintained by the United Kingdom or the United Kingdom government, as amended, supplemented or substituted from time to time; (f) is not a Person owned or Controlled by any of the Persons or Affiliate of any Persons mentioned hereinabove.
11. Sale Shares.

- 11.1. The Seller is the legal and beneficial owner of the Sale Shares and has clean, valid and marketable title and right to sell to the Purchaser, the full legal and beneficial interest in the Sale Shares, free and clear of any Encumbrances (other than the non-disposal undertaking provided by the Seller in favour of Catalyst Trusteeship Limited, and/or any successors/replacements thereof, pursuant to the Facility Agreement) and together with all rights, benefits, attaching to them on the terms set out in this Agreement. No written claim has been made by any Person, or threatened to have been made, where such Person claims to be entitled to the title to any Sale Shares or the holder of any Encumbrance thereon. The Seller has not created any Encumbrance on any such Sale Shares, other than the non-disposal undertaking provided by the Seller in favour of Catalyst Trusteeship Limited, and/or any successors/replacements thereof, pursuant to the Facility Agreement.
- 11.2. The Sale Shares are fully paid.
- 11.3. The Seller has not done, committed, or omitted to do, any act, deed, matter or thing whereby the Sale Shares can be forfeited, extinguished or rendered void or voidable.
- 11.4. There are no proceedings relating to Taxes pending against the Seller under the IT Act that may reasonably be expected to result in (a) the avoidance of this Agreement with respect to the Seller, (b) the Encumbrance of the Sale Shares; or (c) otherwise prevent the Seller from performing their obligations under this Agreement, as per section 281 of the IT Act. All Tax payments as applicable under the IT Act which have fallen due for payment have been discharged by the Seller.
- 11.5. There are no proceedings relating to Taxes pending against the Seller that may reasonably be expected to result in the avoidance of this Agreement with respect to the Seller, the Encumbrance of the Sale Shares or otherwise prevent the Seller from performing its obligations under this Agreement, as per the provisions of section 81 of the Central Goods and Services Tax Act, 2017. No action has occurred and is subsisting, nor has a notice been served on the Seller, in relation to the taking of any action for security enforcement or to seize, take possession of the Sale Shares.
12. Tax residential Status. The Seller is a non-resident as defined under section 6 read with section 2(30) of the IT Act and would continue to remain so during the entire financial year in which the Completion takes place.
13. The facts and, information, provided by the Seller for the purpose of the Seller 281 Memorandum and the Seller Tax Gain Computation for the purpose of Withholding Tax Amount mentioned therein are true, accurate, and complete. Further, the Seller represents that the contents of the Seller Tax Gain Computation, when given, will reflect the true, accurate, exact, complete and appropriate Withholding Tax Amount (such that the Withholding Tax Amount shall not exceed the tax payable by the Seller in its return of income in respect of the Sale Shares) to be deducted by the Purchaser as per the provisions of section 195 of the IT Act.
14. The Tax on gain arising on receipt of the Purchase Consideration pursuant to the sale of Sale Shares shall be the sole liability of the Seller, and shall be borne by the Seller exclusively and the Purchaser shall not bear the same (other than the discharge of Withholding Tax Amount withheld from the Purchase Consideration, as per this Agreement), including as a representative assessee, due to withholding tax obligations on acquisition of the Sale Share from the Seller in the manner contemplated in this Agreement.

15. The Seller is a company and the surcharge/ cess rate applicable is of a company.
16. During the financial year in which the Completion occurs, the Seller represents that it does not have a business connection or permanent establishment in India in terms of the IT Act.
17. Sale Shares are held as 'capital asset' as defined under the IT Act and the Seller has classified the same in its books of accounts as non-current assets/ investments and not classified the same in its books of accounts as 'Stock in Trade'.
18. Residential Status of the Seller. The Seller is a non-resident as defined under the Foreign Exchange Management Act, 1999.

## **PART B - PURCHASER WARRANTIES**

1. Organization and Authority. The Purchaser has been validly incorporated and is validly existing under the laws of the country of its incorporation and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
2. Validity. This Agreement has been duly authorized and executed by the Purchaser and (assuming due authorization, execution and delivery by the other Parties) constitutes its valid and legally binding obligation enforceable in accordance with its terms.
3. No Conflict. The execution, delivery and performance of this Agreement does not contravene any provision of the constitutional documents establishing the Purchaser or any Applicable Law applicable to it. There are no unfulfilled judicial or administrative actions, proceedings or investigations, judgments or orders by any Governmental Authority pending against the Purchaser, which would affect its capacity to undertake and perform its obligations under this Agreement.
4. Status of Authorizations. The Purchaser has taken all appropriate and necessary action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder.
5. Insolvency. There is no order of insolvency passed against or pending against the Purchaser.
6. Anti-Bribery and Anti-Corruption, Sanctions.
  - 6.1 The Purchaser's activities and conduct and, to the Purchaser's knowledge, the activities and conduct of its executives, managers, directors, officers, employees, agents or other Persons acting on its behalf and in each case in their professional capacity, are and have been conducted at all times in full compliance with, and have not breached or have been charged with breaching, the Anti-Corruption Laws and no notice has been received from any Governmental Authority alleging non-compliance by the Purchaser with such applicable Anti-Corruption Laws. There is no pending Proceeding by or before any court or Authority or any arbitrator relating to any possible violation of the Anti-Corruption Laws by the Purchaser.
  - 6.2 The Purchaser is not under actual or threatened investigation or enquiry, that the Purchaser has received notice of, by any Governmental Authority or claims or Proceedings with any Person, or any internal investigation, for any possible violation of the Anti-Corruption Laws by it or any of its executives, managers, directors, officers, employees or agents or any other Persons acting on its behalf and in each case in their professional capacity.

- 6.3 Neither the Purchaser nor, to the Purchaser's knowledge, any its executives, managers, directors, officers, employees, agents, or other Persons acting on its behalf and in each case in their professional capacity, has been charged with, or convicted of violation of the Anti-Corruption Laws.
- 6.4 The Purchaser has not taken any action, nor has the Purchaser, to its knowledge, caused any of its executives, managers, directors, officers or employees, agents or Persons acting on its behalf, and in each case in their professional capacity, to take any action, that violates the Anti-Corruption Laws.
- 6.5 The Purchaser will adopt and maintain effective internal policies and procedures, and controls designed to ensure compliance with Anti-Corruption Laws, including policies, procedures, and controls reasonably designed to ensure that its agents or other third parties do not make payments or engage in other conduct in violation of Anti-Corruption Laws. The Purchaser will adopt and maintain procedures and mechanisms for the internal reporting of actual or suspected corrupt acts.
- 6.6 To the Purchaser's knowledge, the Purchaser has complied with all applicable Anti-Corruption Laws in furtherance of receiving, maintaining, renewing or in relation to any of its licenses, permits, authorizations or any of its dealings with any Government Official.
- 6.7 The Purchaser confirms that to its knowledge, the source of funds paid to the Seller under this Agreement does not violate any Anti-Corruption Laws and Sanctions Laws and Regulations.
7. Sanctions.
- 7.1 Neither the Purchaser nor, to the Purchaser's knowledge, any of its executives, managers, officers, directors, employees, agents, or other Persons acting on its behalf, and in each case in their professional capacity, is a Sanctioned Person, nor are they organized or resident in a Sanctioned Country.
- 7.2 The Purchaser is not owned or Controlled by any Person that is targeted by or the subject of any Sanctions Laws and Regulations.
- 7.3 To its knowledge, the Purchaser is in compliance with the Sanctions Laws and Regulations.
8. The Purchaser is not an entity incorporated in or based out of a country which shares land border with India, and none of its beneficial owner(s) are situated in or are a citizen of any country which shares land border with India. The term "beneficial owner" means natural person(s), who, whether acting alone or together, or through one or more juridical persons, has/ have an ownership of/ entitlement to more than 10% (Ten Percent) of the shares or capital or profits of the Purchaser. Notwithstanding anything contained in this Agreement, the statement contained in this paragraph 9 shall be the sole warranty provided by the Purchaser with respect to compliance with Press Note 3 (2020 Series) issued by the Department for Promotion of Industry and Internal Trade on April 17, 2020 and Rule 6(a) of the Foreign Exchange Management (Non-Debt Instruments) Rules, 2019.
9. The Purchaser is not an entity named on (A) lists promulgated by the United Nations Security Council or its committees pursuant to resolutions issues under Chapter VII of the United Nations Charter or (B) the World Bank Listing of Ineligible Firms (see [www.worldbank.org/debarr](http://www.worldbank.org/debarr)), as

amended, supplemented or substituted from time to time as amended, supplemented or substituted from time to time.

10. The Purchaser (a) has not been convicted for any charges, whether of a civil or criminal nature related to corruption, money-laundering or offences involving moral turpitude or who has incurred any criminal sanctions; (b) is not a Person named on Reserve Bank of India's wilful defaulter list or has been identified by any governmental authority as a 'wilful defaulter' or qualify as such; (c) is not a Person named on the Specially Designated Nationals and Blocked Persons List maintained by the OFAC and/or on any other similar list maintained by OFAC or any other U.S. governmental agency pursuant to any authorising statute, executive order or regulation as amended, supplemented or substituted from time to time; (d) is not a Person who is listed on the consolidated list of persons, groups and entities subject to any sanction imposed by the European Union, or any of its member states, or Canada, as amended, supplemented or substituted from time to time; (e) is not a Person who is present on the Consolidated List of Financial Sanctions Targets and/or the Investment Ban List maintained by His Majesty's Treasury and Office of Financial Sanctions Implementation of the Government of United Kingdom or any similar list maintained by the United Kingdom or the United Kingdom government, as amended, supplemented or substituted from time to time; (f) is not a Person owned or Controlled by any of the Persons or Affiliate of any Persons mentioned hereinabove.
11. Residential Status of the Purchaser. The Purchaser is a non-resident as defined under the Foreign Exchange Management Act, 1999.

## **SCHEDULE 3**

### **LIMITATION OF LIABILITY AND INDEMNIFICATION PROCESS**

#### **PART A: LIMITATION OF LIABILITY**

The liability of the Indemnifying Parties under Clauses 9.1 and 9.2 or in relation to this Agreement shall be subject to the following limitations:

1. The aggregate liability of the Indemnifying Parties for all Losses suffered or incurred by the Indemnified Parties under this Agreement shall not exceed an amount equal to the Purchase Consideration received by Seller under this Agreement.
2. In the event that the Indemnified Party(ies) recovers from any third party (whether by insurance, payment, discount, credit, relief or otherwise) a sum which indemnifies or compensates the Indemnified Party(ies) (in whole or in part) in respect of an indemnifiable Loss which is the subject of a Claim: (a) the amounts payable by the Indemnifying Party to such Indemnified Party(ies) pursuant to such Claim shall be reduced by the amount so recovered; and (b) where any indemnity payments have been made by the Indemnifying Party to such Indemnified Party(ies) pursuant to such a Claim, the Indemnified Party(ies) shall repay to the Indemnifying Party the amount received from any third party (including interest received on such amounts, if any), subject to such an equivalent amount (net of Taxation and less any reasonable costs and expenses of recovery incurred by the Indemnified Party) having been recovered by the Indemnified Party(ies) from a third party.
3. The Indemnified Parties shall not be entitled to recover (whether by way of indemnity or otherwise) from the Indemnifying Party more than once in respect of the same Loss suffered or incurred by them.
4. Where the Indemnifying Party has made a payment to the Indemnified Party and the Indemnified Party is entitled to recover (whether by insurance, payment, discount, credit, relief or otherwise) from a third party a sum which indemnifies or compensates the Indemnified Party (in whole or in part) in respect of a Loss, the Indemnified Party shall:
  - (i) within 5 (Five) Business Days, notify the Indemnifying Party of the fact and provide such information as the Indemnifying Party may reasonably require in relation to the Loss;
  - (ii) take reasonable steps or initiate proceedings as the Indemnifying Party may reasonably require to enforce such right;
  - (iii) keep the Indemnifying Party reasonably informed of the progress of such recovery and shall provide copies of all relevant correspondence and documentation to the Indemnifying Party; and
  - (iv) pay to the Indemnifying Party as soon as practicable after receipt of an amount equal to the amount recovered from the third party including interest received on such amounts, if any (net of Taxation and less any direct and reasonable costs and expenses of recovery incurred by the Indemnified Party).
5. Any knowledge of the Indemnified Parties of conduct of any investigation in relation to the Company or otherwise, shall not in any manner affect or limit the right to indemnification available to the

Indemnified Parties under this Agreement for the Loss with respect to the Seller Warranties and Purchaser Warranties.

6. The Indemnifying Party shall not be liable in respect of a Loss if, and to the extent that, it arises, or is increased, as a result of any passing or change of, after the Effective Date, Applicable Law (other than provisions relating to withholding tax obligations under the IT Act).
7. Time Limits: An Indemnifying Party shall not be liable for a Loss unless an Indemnification Notice is received by the Indemnifying Party prior to the expiry of (i) 7 (Seven) years from Closing Date in case of a Loss arising out of or resulting from: (a) a breach of any Seller Fundamental Warranties or Purchaser Warranties, as applicable, or (b) fraud committed by either of the Parties in connection with the transactions completed by this Agreement; (ii) 6 (Six) years and 3 (Three) months from the Closing Date in case of a Loss arising out of or resulting from a breach of any Seller Tax Warranties; and (iii) 5 (Five) years from the Closing Date in case of a Loss arising out of or resulting from a breach of any Seller Tax Withholding Warranties.
8. Seller shall not be liable for a Loss unless an Indemnification Notice is received by it prior to the expiry of 5 (Five) years from Closing Date in case of a Loss arising out of any material breach to deliver the Seller Tax Gain Computation by Seller in terms of this Agreement.
9. The Indemnified Party(ies) shall not be entitled to assign any of their rights hereunder in favour of any Person, other than to a Controlled Affiliate which has acquired the entire Sale Shares from Purchaser.

#### **PART B: INDEMNIFICATION PROCESS**

1. The Indemnified Party may claim indemnification (“**Indemnity Claim**”) hereunder from the relevant Indemnifying Party as soon as reasonably practicable (and in any event within 90 (Ninety) days of becoming aware of the Indemnification Event) by giving a written notice (“**Indemnification Notice**”) to the Indemnifying Party of the Losses, arising out of an Indemnification Event, describing in reasonable detail the cause of action and the Losses suffered or incurred by the Indemnified Party; *provided, however*, that any delay to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any obligations or liability hereunder, provided that in the event the Indemnification Notice is not received within 90 (Ninety) days, the liability of the Indemnifying Party shall stand reduced to the extent that the delay of the Indemnified Party(ies) in informing the Indemnifying Party about such Indemnification Event (A) increases the Loss in respect of such Indemnity Claim, or (B) such delay materially prejudices the Indemnifying Party, by hindering the Indemnifying Party from mitigating/remedying the Loss.
2. Except in case of a Third Party Claim, the Indemnifying Party shall within 30 (Thirty) days of the receipt of the Indemnification Notice, unless the Indemnifying Party has already remedied the Loss which gave rise to the Indemnity Claim, deliver to the Indemnified Party a written response in which it shall either: (a) accept the entire Indemnity Claim and reimburse the Indemnified Party an amount equal to the Losses and/or claim, or (b) dispute the Indemnified Party’s Indemnity Claim. If the Indemnifying Party fails to deliver a notice objecting to the Indemnity Claim in accordance with (b) above, within 30 (Thirty) days of the receipt of the Indemnification Notice, the Indemnity Claim will be deemed to be accepted. If the Indemnifying Party delivers a notice objecting to the Indemnity Claim, then either the Indemnified Party or the Indemnifying Party may refer the matter to arbitration in accordance with Clause 13.3 (*Arbitration*) above and the matter will be resolved by arbitration under Clause 13.3 (*Arbitration*) of this Agreement.

3. Without prejudice to paragraph 1 and 2 of Part B above, if any Party receives any notice of assertion or commencement of any claim, demand, action, proceedings or suit by any third party which may result in an Indemnification Event (a “**Third Party Claim**”), then such Party shall as soon as possible notify all other Parties to this Agreement of such Third Party Claim (“**Third Party Claim Notice**”). The Indemnified Party shall: (a) ensure that the Indemnifying Party is given all reasonable information as available with the Indemnified Parties to investigate it; provided that the Indemnified Party shall give the Indemnifying Party notice of such Third Party Claim at least 30 (Thirty) days (or such shorter period as set out in such Third Party Claim Notice) prior to the expiry of any time period within which a reply is to be filed with respect to any Third Party Claim Notice; and (b) not admit liability or make any agreement or compromise or settlement in relation to the Third Party Claim without prior written approval of the relevant Indemnifying Party, which approval shall not be unreasonably withheld, denied or delayed, provided that the Indemnified Party shall not require the prior written approval of the relevant Indemnifying Party where the Third Party Claim pertains to a criminal action against the Indemnified Parties.
4. Upon receipt of a Third Party Claim Notice, the Indemnifying Party shall have the right, exercisable by written notice to the Indemnified Party, within 30 (Thirty) days of the receipt of the Third Party Claim Notice or such shorter period as required under the relevant Third Party Claim, to take control of the defence or negotiation of such Third Party Claim. If the Indemnifying Party chooses to control the defence, negotiation or settlement of such Third Party Claim, the Indemnifying Party shall acknowledge its responsibility to provide indemnification to the Indemnified Party for such Third Party Claim in case of (i) a final non-appealable judgment, order or award (except for in case of Interim Payment), as the case may be, towards such Third Party Claim, (ii) settlement of such Third Party Claim with the third party, or (iii) order or direction of any Governmental Authority or arbitral tribunal for Interim Payment set forth in paragraph 5 below, as the case may be, and the Indemnified Party shall (without prejudicing or adversely affecting the Indemnifying Party’s defence, negotiation or settlement of such Third Party Claim), at its own cost and expense, have the right to retain separate counsel to advise the Indemnified Party on the defence of the Third Party Claim; provided that the independent counsel so appointed by the Indemnified Party shall not interfere with the defence of such Third Party Claim. Notwithstanding the above the Indemnifying Party, where it takes control of the defence or negotiation of any Third Party Claim, shall to the extent reasonably practicable, (A) provide to the Indemnified Party, the drafts of any written submission to be made pursuant to the defence of the Third Party Claim; and (B) on good faith basis, consider the comments received from the Indemnified Party, if any, on such submission. *Provided that*, if the Indemnified Party does not respond within 2 (Two) Business Days of the submission of the draft of any written submission by the Indemnifying Party, then it shall be deemed that the Indemnified Party does not have any comments on such draft written submission.
5. Upon assuming the defence of the Third Party Claim, the Indemnifying Party shall have the right to settle or compromise such Third Party Claim without the prior written consent of the Indemnified Party; *provided that* the settlement or compromise of the Third Party Claim shall not (i) result into admissions of violation of Applicable Law on behalf of the Indemnified Parties; (ii) result in a criminal action against or criminal liability on the part of the Indemnified Parties; or (iii) result in any exposure for Indemnified Parties with Securities and Exchange Board of India or the Stock Exchanges.
6. If any interim deposit or payment is required to be made by an Indemnified Party in any Proceeding before a court, tribunal or Governmental Authority in connection with any Third Party Claim which is the subject matter of indemnification, pursuant to an order or direction of any Governmental Authority or arbitral tribunal (“**Interim Payment**”), before the conclusion, resolution or settlement of such Third Party Claim, such interim deposit or payment shall be paid by the Indemnifying Party

to the (i) Indemnified Party on demand by such Indemnified Party by no later than 3 (Three) Business Days prior to the date such interim deposit or payment is required to be made or falls due for the purposes of deposit or payment in such proceeding; or (ii) to the relevant Person or Governmental Authority to whom such interim deposit or payment is required to be made by an Indemnified Party. In the event the Interim Payment, or part thereof, is actually refunded to the Indemnified Party by the relevant court, tribunal or government authority, the Indemnified Party shall as soon as practicable and in any event within 15 (Fifteen) Business Days from the date of receipt of refund by the Indemnified Party, pay the amount (including interest, if any) refunded to the Indemnifying Party upon actual receipt of such refund, net of Taxes and reasonable expenses paid by the Indemnified Party.

## **SCHEDULE 4**

### **CONDITIONS PRECEDENT**

1. The representations and warranties provided by the Seller under this Agreement shall be true and correct as on the Effective Date and shall continue to be true and correct as on the date of issuance of the CP Completion Notice.
2. The Seller 281 Memorandum and the Seller Tax Gain Computation shall be in agreed form.
3. The Seller shall have provided self-certified true copy of its PAN card to the Purchaser.
4. The Seller shall ensure that the Company shall have provided to the Purchaser the Tax Valuation Certificate.
5. The Seller shall ensure that the Company shall have obtained all Consents and approval required to be obtained from its lenders in terms of the financing documents to which the Company is party.
6. The Seller shall ensure that the Company shall provide a letter addressed to the Seller's depository participant, providing its consent for the transfer of the Sale Shares, in the form and manner acceptable to the Seller.

**SCHEDULE 5**

**PURCHASER DEMAT ACCOUNT**

<b>Client Name</b>	BGTF ONE HOLDINGS (DIFC) LIMITED
<b>DP ID</b>	IN303786
<b>DP Name</b>	SBI-SG GLOBAL SECURITIES SERVICES PVT. LTD.
<b>Client ID</b>	10010753

## SCHEDULE 6

### PART A – SELLER BANK ACCOUNT

<b>Beneficiary's Name</b>	Rikhab Investment B.V.
<b>Name of the Bank</b>	HSBC Private Bank (Luxembourg) S.A
<b>Address of the Bank</b>	18 Boulevard de Kockelscheuer L-1821 Luxembourg
<b>Country</b>	Netherlands
<b>IBAN</b>	LU251470637M1566026N
<b>BIC/SWIFT</b>	BLICLULX
<b>Currency</b>	USD

### PART B – SELLER DEMAT ACCOUNT

<b>Client Name</b>	Rikhab Investment B.V.
<b>Client ID</b>	30515312
<b>DP Name</b>	Axis Bank Limited
<b>DP ID</b>	IN300484

**SCHEDULE 7A**

**CP COMPLETION NOTICE**

Date: *[insert]*

To,  
**Attn:** *[insert]*  
*[insert party name]*  
*[insert address]*

Dear [Sir / Madam],

**Re: CP Completion Notice**

We refer to the Share Purchase Agreement dated 30 July, 2025 (the “**Agreement**”) executed by and amongst Rikhab Investments B.V. (“**Seller**”) and BGTF One Holdings (DIFC) Limited (“**Purchaser**”).

We hereby confirm that each of the Seller Warranties being made by us (in respect of our respective selves) were true, correct and accurate as on the Effective Date and remains true, correct and accurate as on the date of issuance of this CP Completion Notice.

We hereby confirm, declare and certify pursuant to Clause 5 (*Conditions Precedent*) of the Agreement that as of the date hereof:

The Conditions Precedent specified in Schedule 4 of the Agreement have been fulfilled (unless specifically waived by the Purchaser in writing). The table below sets out the details of the documents evidencing such compliance, which documents have been enclosed herewith.

<b>Agreement Reference Number</b>	<b>Particulars of Condition Precedent</b>	<b>Documents Enclosed</b>
Schedule [●], Part [●], para [●]	[●]	[●]
Schedule [●], Part [●], para [●]	[●]	[●]

Capitalized words and expressions used in this letter but not defined herein shall have the same meaning as assigned to them in the Agreement.

Yours sincerely,

---

Encl: As above

## SCHEDULE 7B

### CP SATISFACTION LETTER

Dated: [●]

[●]

Kind Attention: [●]

Dear Sir/Madam,

Re: CP Satisfaction Letter under Clause 5 (*Conditions Precedent*) of the Share Purchase Agreement dated 30 July, 2025 (the “**Agreement**”) executed by and amongst Rikhab Investments B.V. (“**Seller**”) and BGTF One Holdings (DIFC) Limited (“**Purchaser**”).

1. This CP Satisfaction Letter is issued pursuant to Clause 5 (*Conditions Precedent*) of the Agreement. This notice has been issued pursuant to the CP Completion Notice dated [●], 2025 issued by you. This notice confirms that [other than the Conditions Precedent which are waived as per the terms below], the Conditions Precedent have been fulfilled as per the terms of the aforesaid CP Completion Notice:

**[Note: Details of any waivers to be inserted]**

2. Except as specifically, conditionally and to the limited extent waived by this CP Satisfaction Letter, this CP Satisfaction Letter does not constitute a waiver of any right of the Company.
3. Capitalised terms used but not defined herein shall have the meaning given to them under the Agreement. This notice shall form an integral part of, and be governed by, the provisions of the Agreement.

For and on behalf of [●]

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(Authorised Signatory)