सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	**IN-DL45864077096551Y**
Certificate Issued Date	:	02-Feb-2026 12:42 PM
Account Reference	:	IMPACC (IV)/ dl1084403/ DELHI/ DL-SWD
Unique Doc. Reference	:	SUBIN-DLDL108440314111184875713Y
Purchased by	:	JONGSONG INVESTMENTS PTE LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	JONGSONG INVESTMENTS PTE LTD
Second Party	:	BGTF ONE HOLDINGS DIFC LIMITED
Stamp Duty Paid By	:	JONGSONG INVESTMENTS PTE LTD
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

This stamp paper forms an integral part of the Share Purchase Agreement dated February 05, 2026 executed by and between: (i) BGTF ONE HOLDINGS (DIFC) LIMITED and (ii) JONGSONG INVESTMENTS PTE. LTD.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	**IN-DL45862648307976Y**
Certificate Issued Date	:	02-Feb-2026 12:41 PM
Account Reference	:	IMPACC (IV)/ dl1084403/ DELHI/ DL-SWD
Unique Doc. Reference	:	SUBIN-DLDL108440314117179458519Y
Purchased by	:	JONGSONG INVESTMENTS PTE LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	JONGSONG INVESTMENTS PTE LTD
Second Party	:	BGTF ONE HOLDINGS DIFC LIMITED
Stamp Duty Paid By	:	JONGSONG INVESTMENTS PTE LTD
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

This stamp paper forms an integral part of the Share Purchase Agreement dated February 05, 2026 executed by and between: (i) BGTF ONE HOLDINGS (DIFC) LIMITED and (ii) JONGSONG INVESTMENTS PTE. LTD.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	**IN-DL45863295037604Y**
Certificate Issued Date	:	02-Feb-2026 12:41 PM
Account Reference	:	IMPACC (IV)/ dl1084403/ DELHI/ DL-SWD
Unique Doc. Reference	:	SUBIN-DLDL108440314115079909006Y
Purchased by	:	JONGSONG INVESTMENTS PTE LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	JONGSONG INVESTMENTS PTE LTD
Second Party	:	BGTF ONE HOLDINGS DIFC LIMITED
Stamp Duty Paid By	:	JONGSONG INVESTMENTS PTE LTD
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

Please write or type below this line

This stamp paper forms an integral part of the Share Purchase Agreement dated February 05, 2026 executed by and between: (i) BGTF ONE HOLDINGS (DIFC) LIMITED and (ii) JONGSONG INVESTMENTS PTE. LTD.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	**IN-DL45865855095959Y**
Certificate Issued Date	:	02-Feb-2026 12:44 PM
Account Reference	:	IMPACC (IV)/ dl1084403/ DELHI/ DL-SWD
Unique Doc. Reference	:	SUBIN-DLDL108440314124353534603Y
Purchased by	:	JONGSONG INVESTMENTS PTE LTD
Description of Document	:	Article 25 Additional Copy of document
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	JONGSONG INVESTMENTS PTE LTD
Second Party	:	BGTF ONE HOLDINGS DIFC LIMITED
Stamp Duty Paid By	:	JONGSONG INVESTMENTS PTE LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

This stamp paper forms an integral part of the Share Purchase Agreement dated February 05, 2026 executed by and between: (i) BGTF ONE HOLDINGS (DIFC) LIMITED and (ii) JONGSONG INVESTMENTS PTE. LTD.

DATED FEBRUARY 05, 2026

SHARE PURCHASE AGREEMENT

relating to the sale and purchase of the equity shares of

CLEAN MAX ENVIRO ENERGY SOLUTIONS LIMITED

between

BGTF ONE HOLDINGS (DIFC) LIMITED

(as Seller)

and

JONGSONG INVESTMENTS PTE. LTD.
(as Purchaser)

SHARE PURCHASE AGREEMENT

This share purchase agreement (the "**Agreement**") is executed on February 05, 2026 (the "**Effective Date**") by and among:

1. **JONGSONG INVESTMENTS PTE. LTD.** a company registered under the laws of the Singapore, holding PAN AAGCJ0138D and having its registered office at 60B Orchard Road #06-18 Tower 2, The Atrium@Orchard Singapore 238891 (hereinafter referred to as the "**Purchaser**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**; 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 holding PAN AALCB3970A with registered number 6333, with its address at Unit L24-00, Level 24, ICD Brookfield Place, Dubai International Financial Centre, Dubai, United Arab Emirates (hereinafter referred to as "**Seller**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**.

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

WHEREAS

A. The Company *(as defined hereinafter)* is engaged in the Business (*as defined hereinafter*). The Company is in the process of undertaking an IPO (*as defined hereinafter*) in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("**ICDR Regulations**"), as amended, and has filed the DRHP (*as defined hereinafter*) with SEBI (*as defined hereinafter*).

B. The Seller is desirous of selling 43,97,926 (Forty Three Lakhs Ninety Seven Thousand Nine Hundred and Twenty Six) Equity Shares ("**Sale Shares**") to the Purchaser, and the Purchaser is desirous of purchasing the Sale Shares from the Seller, subject to the terms and conditions set out in this Agreement.

C. The Parties are entering into this Agreement for the purpose of recording the terms and conditions upon which the Seller shall sell the Sale Shares to the Purchaser, and the Purchaser will purchase the Sale Shares from the Seller.

NOW THEREFORE, in consideration of the foregoing, the Parties, intending to be legally bound, hereby agree as follows:

1. **DEFINITIONS**

"**Affiliate**" shall mean with respect to any Party, (i) any Person that, alone or together with any other Person, directly or indirectly Controls, is Controlled by, or is under common Control with, such Party, provided that it shall exclude any portfolio companies of such Party, and (ii) where the subject Person is a Party, an 'Affiliate' would include any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle in which any general partner (or any subsidiary or affiliate thereof) of the subject Person is a general partner, investment manager or advisor, member of an investment committee or trustee, provided that, a portfolio company of the entities referred to above, shall not be deemed to be an Affiliate of each of the Parties. It is clarified that any entity which is advised or managed by Brookfield Corporation (previously known

as Brookfield Asset Management Inc.) and / or Brookfield Asset Management Limited or its affiliates (for the purpose of the Seller) and general partners of the funds managed or advised by Brookfield Corporation (previously known as Brookfield Asset Management Inc.) and / or Brookfield Asset Management Limited (for the purpose of the Seller), whether on the Effective Date or any time thereafter will be considered as an "Affiliate" of the Seller. Notwithstanding the foregoing, Affiliate in relation to the Purchaser shall only mean Temasek Holdings (Private) Limited's ("**Temasek Holdings**"), direct and indirect wholly owned subsidiaries whose board of directors or equivalent governing bodies comprise nominees or employees of: (a) Temasek Holdings; (b) Temasek Pte. Ltd. ("**TPL**"); and/or (c) wholly-owned subsidiaries of TPL;

"**Augment**" means Augment India I Holdings, LLC, a company incorporated under the laws of the Cayman Islands, and having its address at c/o Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands and having permanent account number AAVCA6097K, an existing shareholder of the Company;

"**Business**" means,

(a) project services relating to solar power, wind power and other renewable/clean sources, including customer acquisition, site selection, technical and regulatory evaluation, land acquisition (where applicable) and project development;

(b) equipment procurement for and construction of solar power, wind power and other renewable sources-based power generation projects;

(c) generation and sale of electricity using solar power, wind power and other renewable sources-based power generation projects;

(d) construction, operations and maintenance and sale of projects to third-party customers and investors;

(e) operation and maintenance of solar power, wind power and other renewable sources based projects;

(f) monetisation of green credits and environmental attributes of renewable energy projects or other carbon renewal or carbon avoidance projects developed by the Company and/or third parties;

(g) trading of renewable energy, carbon credits, renewable energy certificates and similar commodities;

(h) other ancillary power/energy service offerings such as energy efficiency, demand-side management, battery storage, etc. which support the aforementioned business activities; and

other services, products and/or business activities that support the environmental sustainability efforts of corporates and individuals;

"**Business Day**" means a day (other than a Saturday or Sunday or a public holiday) when scheduled commercial banks are open for ordinary banking business in Singapore, Mumbai, India, and Dubai International Finance Centre, Dubai;

"**Big 4 Firm**" shall mean KPMG, PricewaterhouseCoopers, Ernst & Young, Deloitte Touche Tohmatsu or their respective network firms that practice in India;

"**Board**" means the board of directors of the Company;

"**Company**" means Clean Max Enviro Energy Solutions Limited, a company incorporated in India, having its registered office at 4th Floor, The International 16 Maharshi Karve Road, New Marine Lines Cross Road No.1, Churchgate Mumbai - 400 020 Maharashtra, India;

"**Completion**" has the meaning as set forth in Clause 5.1;

"**Completion Date**" has the meaning as set forth in Clause 5.1;

"**Control**" (including with correlative meaning, the terms, "**Controlling**", "**Controlled by**" or "**under direct or indirect common Control with**") means with respect to any Person (including by a fund manager, director or managing member of the Person in question), the direct or indirect: (i) ownership of more than 50% (fifty percent) of the shares or other equity interests or voting power of such Person; or (ii) the power to direct the management or the policies of a Person, whether through (a) control over a majority of voting shares of such Person or; (b) the power to appoint or remove at least half of the members of the board of directors or similar governing body of such Person; (c) a contractual arrangement; or (d) any other manner;

"**DRHP**" means the draft red herring prospectus dated August 16, 2025 filed by the Company with SEBI;

"**Encumbrance**" means: (i) any mortgage, charge (whether fixed or floating) (statutory or contractual), pledge, hypothecation, assignment, deed of trust, escrow, charge, lien or other security interest or encumbrance of any kind, securing or conferring any priority of payment in respect of any obligation of any Person; or (ii) any voting agreement, interest, option, right of first offer, refusal or transfer restrictions in favour of any Person; or (iii) any adverse claim as to title, possession or use; or (iv) any other agreement or arrangement having a similar effect on the transferability of the Sale Shares; and the term "**Encumber**" shall be construed accordingly;

"**Equity Shares**" means equity shares of the Company having face value of ₹ 1 each;

"**ESOP Plan**" means the employee stock option scheme of the Company adopted by the Company on August 14, 2025;

"**Exchanges**" means the BSE (formerly Bombay Stock Exchange) and the National Stock Exchange, collectively;

"**Extended Long Stop Date**" means 31 March 2027 if the Seller and the Founder mutually agree in writing (with notice to the Company, Augment, IFU and the Purchaser) to extend the IPO Longstop Date;

"**FDI Policy**" means the Consolidated FDI Policy (effective from October 15, 2020) issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India;

"**FEMA**" means the extant foreign exchange control laws of India including the Foreign Exchange Management Act, 1999 (and the rules and regulations framed thereunder), the Foreign Exchange Management (Non-debt Instruments) Rules, 2019 and all the regulations

and notifications issued thereunder, the circulars, notifications or directions issued by Reserve Bank of India ("**RBI**"), and the FDI Policy;

"**Founder**" means Mr. Kuldeep Jain, son of Mr. Pratap Jain, aged about 50 years, residing at 13A Peregrine, Veer Savarkar Marg, Prabhadevi, Mumbai 400025;

"**Government**" or "**Governmental Authority**" means any statutory or regulatory authority, government department, agency, commission, board, tribunal, court, recognized stock exchange or other entity authorised to make Laws, taxation authority, central bank (or any Person, whether or not government owned, and howsoever constituted or called, that exercises the functions of the central bank), having jurisdiction over the relevant Party / Parties or the relevant subject matter;

"**IFU**" means the Investment Fund for developing countries, registered under the laws of Denmark with limited liability bearing registration number 23 59 86 12, and having its registered office at Fredericiagade 27, 1310 Copenhagen, Denmark, an existing shareholder of the Company;

"**IPO**" means the proposed initial public offer of the Equity Shares of the Company resulting in listing of the Equity Shares on the Exchanges;

"**IPO Failure Event**" means (i) failure of the Company to complete the IPO on or before the IPO Longstop Date or the Extended Long Stop Date, as applicable, or (ii) issuance of written notice to the Company, Augment, IFU and the Purchaser by the Seller and the Founder if they mutually agree to not proceed with the IPO at any time prior to the IPO Longstop Date;

"**IPO Longstop Date**" means December 31, 2026;

"**IT Act**" means the Income-tax Act, 1961, as may be applicable, as may be amended or supplemented from time to time together with all applicable by-laws, rules, regulations, circulars, notifications, orders, ordinances, policies, directions and similar applicable Laws or supplements issued thereunder;

"IT Rules" shall mean the Indian Income-tax Rules, 1962, as may be amended or supplemented from time to time including any statutory modifications or re-enactment thereof.

"**Information**" has the meaning set forth in Clause 8.1;

"**KEMPINC**" means KEMPINC, LLP, a limited liability partnership registered in India under the Limited Liability Partnership Act, 2008, having LLPIN AAX-9503 and having its registered office at 13/A, Peregrine Apt 400, Veer Savarkar Marg, Siddhi Vinayak Temple, Prabhadevi, Mumbai- 400025, Maharashtra;

"**Law**" or "**Laws**" means and includes all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, government approval, regulations, judgement, award, decrees, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority;

"**Long Stop Date**" means the date falling 1 (one) Business Day prior to the date of filing of the red herring prospectus with the Registrar of Companies, Maharashtra at Mumbai in relation to the IPO or any other date as may be mutually agreed between the Parties in writing;

"**Loss(es)**" shall mean any and all direct losses, liabilities, obligations, damages, Tax, penalties (including penalties imposed by a Governmental Authority), fines, interest, costs, charges or reasonable expenses (including out of pocket expenses, reasonable expenses of investigation and attorneys', advisors and accountants' fees and expenses in connection with such action, suit or proceeding). Notwithstanding the foregoing, Loss shall not include special loss, or any indirect, consequential or remote loss;

"**Person**" means any natural person, limited or unlimited liability company, corporation, joint venture, estate, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, trustee, union, association, Governmental Authority or any other entity that may be treated as a person under applicable Law;

"**Purchase Consideration**" has the meaning as set forth in Clause 3.2;

"**Purchaser Demat Account**" means the dematerialized securities account of the Purchaser in India, as set out below:

Name	JONGSONG INVESTMENTS PTE LTD
DP Name	DBS BANK INDIA LIMITED
DP ID	IN303307
Client ID	10005910

"**RBI**" means the Reserve Bank of India;

"**Rs.**" means the lawful currency of the Republic of India;

"**Requesting Party**" has the meaning as set forth in Clause 13.5;

"Rikhab" means 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;

"**Sale Shares**" has the meaning as set forth in Recital (B);

"**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, Syria, Iran, North Korea, the so-called Luhansk and Donetsk People's Republics, the Zaporizhzhia and Kherson Regions of Ukraine, Russia 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 limbs (i), (ii) or (iii) above;

"**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 World Bank Listing of Ineligible Firms (see www.worldbank.org/debarr), as amended from time to time, the United Nations Security Council, His Majesty's Treasury of the United Kingdom, the European Union, Australian 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;

"**Section 281 Report**" shall mean a report duly signed by a Big 4 Firm and on its letterhead, in a form and manner acceptable to the Purchaser, on a reliance basis, dated as on the Completion Date and delivered to the Purchaser by the Seller on the Completion Date, confirming and setting out the status of outstanding tax demands, notices and / or Tax Proceedings pending against the Seller under the provisions of the IT Act including completed Tax Proceedings for which notice is served upon the Seller under rule 2 of the second schedule of the IT Act, if any, along with the relevant screenshots from the Income-tax Department's website, the TDS reconciliation analysis and correction enabling system (TRACES) website, compliance portal and reporting portal, and GST website confirming that the Seller has not obtained GST registration in India as of the date not earlier than 1 (one) day before the Completion Date;

"**Seller's Designated Bank Account**" means the bank account maintained by the Seller in its name, as more particularly set out below:

Account Name: BGTF ONE HOLDINGS DIFC LIMITED

USD Account Number: 5011005520026001

Bank: First Abu Dhabi Bank

IBAN: AE150355011005520026001

SWIFT code: NBADAEAAADG

"**Seller Fundamental Warranties**" means the Seller Warranties set out under Clause 6.1, Clause 6.2(i) to Clause 6.2(x);

"**Seller Tax Warranties**" means the Seller Warranties set out under Clause 6.2(xi) to Clause 6.2(xvi);

"**SIAC**" has the meaning as set forth in Clause 10;

"**SIAC Rules**" has the meaning as set forth in Clause 10;

"**Tax**" means and includes all direct and indirect taxes, including capital gains tax, withholding tax, minimum alternate tax, tax payable in a representative assessee capacity, any surcharge, cess, interest, fee, fine, penalties etc. including such tax that is levied upon or recoverable from the Purchaser;

"**Tax Computation**" means the computation of Tax on gains from the transfer of Sale Shares analyzing the taxability of the income including characterization of income, eligibility of cost basis being claimed, stating the amount of tax in the hands of the Seller and withholding tax liability for the Purchaser, in accordance with provisions of the IT Act

read with IT Rules along with detailed notes to such computation of the capital gains tax, procured by the Seller, and issued by a Big 4 Firm on its letterhead, on a reliance basis, in a form and manner acceptable to the Purchaser;

"**Tax Authority**" means the relevant statutory authority having jurisdiction on behalf of the Republic of India, or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including the income tax department or goods and services tax department under the Department of Revenue, Ministry of Finance, Government of India, any Governmental Authority, any quasi-judicial authority, tribunal and courts of competent jurisdiction that is competent to impose or adjudicate Tax under all applicable Laws; and

"**Tax Proceedings**" means notice, inquiry, writs, suits, recovery proceedings, demands, claims, summons, in relation to Tax, assessment proceedings (including representative assessee), issuance of show cause notice or intimation, tax deduction at source related proceedings, re-assessment proceedings, revision proceedings, interest related proceedings, penalty related proceedings, rectification, stay of demand related proceedings, appeals (at any level) and all other similar and incidental actions.

2. **GENERAL INTERPRETATIONS:**

In this Agreement, except to the extent that the context otherwise requires:

2.1 the terms "directly" or "indirectly" in relation to a Party mean and include any direct or indirect action(s) on the part of or by or on behalf of the Party in question either by itself or himself or herself or in conjunction with or on behalf of any Person including through an Affiliate or intermediary or its employee(s), consultants, proprietor(s), partner(s), director(s), or any agents or otherwise, whether for profit or otherwise;

2.2 references to a statute, ordinance or other applicable Law shall be deemed to refer to such statute, ordinance or other applicable Law as amended, supplemented or replaced from time to time in accordance with its terms and (where applicable), and to include regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

2.3 references to Clauses and Schedules are to clauses in and schedules to this Agreement unless the context requires otherwise and the Schedules to this Agreement shall always be deemed to form part of this Agreement;

2.4 the headings are inserted for convenience only and shall not affect the construction of this Agreement;

2.5 unless the context requires otherwise, in this Agreement, words importing the singular include the plural and vice versa;

2.6 the word "includes" wherever used in this Agreement shall always unconditionally be deemed to have been qualified with the phrase "but not limited to";

2.7 time is of the essence in the performance of the Parties' respective obligations, if any time period specified herein is extended, such extended time shall also be of the essence;

2.8 all references to this Agreement shall be deemed to include any amendments or modifications to this Agreement;

2.9 any reference to "writing" shall include printing, e-mail, typing, and other means of reproducing words in visible form; and

2.10 the expression "agreed form" means in the form agreed between the Seller and the Purchaser in writing (with email being sufficient) and/or signed for the purposes of identification by or on behalf of the Seller and the Purchaser (as the case may be).

3. SALE AND PURCHASE OF THE SALE SHARES

3.1 Subject to the terms of this Agreement and in reliance of the representations and warranties provided by the Parties to each other as set out in Clause 6, on the Completion Date, the Seller shall sell to the Purchaser, and the Purchaser shall purchase from the Seller, the Sale Shares free from all Encumbrances along with all rights, title, benefit, and interest accruing or attaching thereto (including the right to receive dividends and distributions in respect of the Sale Shares with effect from the Completion Date).

3.2 The Purchaser shall purchase, and the Seller shall sell to the Purchaser, the Sale Shares at a price per Sale Share of INR 1,053 (Rupees One Thousand and Fifty Three only), aggregating to INR 463,10,16,078 (Rupees Four Hundred and Sixty Three Crore Ten Lakhs Sixteen Thousand and Seventy Eight only) (the "**Purchase Consideration**"). The Purchase Consideration shall be payable by the Purchaser to the Seller in USD, and the Parties agree to use the average of the benchmark reference rate for INR:USD conversion published on the website of the Reserve Bank of India (which reflects the exchange rate sourced from Financial Benchmarks India Private Limited - https://www.fbil.org.in) on the 3 (Three) Business Days immediately prior to the Completion Date.

3.3 On or before the Effective Date: (i) the Purchaser shall deliver to the Seller certified true copies of the corporate resolutions pursuant to which the Purchaser has been authorized to execute, deliver and perform this Agreement; and (ii) the Seller shall deliver to the Purchaser certified true copies of the corporate resolutions pursuant to which the Seller has been authorized to execute, deliver and perform this Agreement.

4. CONDITIONS PRECEDENT

4.1 The obligation of the Purchaser to purchase the Sale Shares on Completion is subject to fulfilment of the following conditions precedent to the satisfaction of the Purchaser ("**Seller Conditions Precedent**") to the extent that such Seller Conditions Precedent have not been waived by the Purchaser in writing at the Purchaser's sole discretion, prior to Completion:

(i) The Seller shall have delivered to the Purchaser: (a) statement issued by the Seller's depository participant evidencing that the Sale Shares are held in the name of the Seller, (b) draft Section 281 Report, and (c) a draft Tax Computation;

(ii) The Seller shall deliver to the Purchaser the tax residency certificate for calendar year 2025 issued by the relevant authority of the country of residence of the Seller;

(iii) The Seller shall deliver to the Purchaser, all the necessary information in relation to the Seller that may be required by Purchaser (a) in procuring Form 15CB in accordance with the IT Act; and (b) to file the Form 15CA on the Completion Date in accordance with the IT Act;

(iv) The Seller having provided copies of the duly completed (but not executed) delivery instruction slips, in relation to transfer of the Sale Shares from the Seller demat account to the Purchaser Demat Account and the Seller having submitted all the necessary information/documents (other than delivery instruction slips), if any, with the Seller's depository participant required for the purposes of transfer of the Sale Shares in favour of the Purchaser on the Completion Date;

(v) The Seller shall provide to the Purchaser a written confirmation that (a) the Seller Warranties are true, correct and accurate in all respects and not misleading in any respect on the Effective Date and will continue to remain true, correct, accurate and not misleading on the Completion Date; and (b) no order, injunction or any other prohibition under applicable Law is in effect or has been issued or made by Person which prevents or restricts the ability of the Seller to transfer the Sale Shares in accordance with this Agreement;

(vi) The Seller shall use reasonable endeavors to ensure that the Company procures valuation report from a category I merchant banker registered with Securities and Exchange Board of India or a chartered accountant (on reliance basis), setting out the value of the Sale Shares as per Section 50CA and Section 56(2)(x) of the IT Act read with Rule 11UA and Rule 11UAA of the IT Rules, and delivers the same to the Purchaser, and in a form and manner acceptable to the Purchaser and Seller;

(vii) The Seller shall provide draft reliance letters issued by the Big 4 Firm in favour of the Purchaser for the Tax Computation and Section 281 Report, which shall be in agreed form ("**Reliance Letters**"); and

(viii) The Seller shall provide copies of all applicable filings, notifications, and returns made by the Seller with the RBI, pursuant to the Foreign Exchange Management Act, 1999, and the rules and regulations thereunder, in respect of the Sale Shares acquired by the Seller along with copies of acknowledgement/approvals received by the Seller in connection with acquisition of the Sale Shares, to the Purchaser.

4.2 The Seller shall take all steps to promptly fulfil the Seller Conditions Precedent after the Effective Date, and upon the fulfilment (or waiver or deferment by the Purchaser, as the case may be) of all the Seller Conditions Precedent, to the satisfaction of the Purchaser, the Seller shall provide a written confirmation of the same in agreed form ("**CP Completion Certificate**") in the form set out in Part A of **Schedule I** to the Purchaser. The CP Completion Certificate shall be accompanied with duly authenticated or certified copies of all the necessary documents evidencing such fulfilment or waiver, as the case may be. The Purchaser shall, within 5 (five) Business Days from the receipt of the CP Completion Certificate, notify its satisfaction, waiver, deferment or dissatisfaction with the completion of the Seller Conditions Precedent to the Seller in writing (such intimation, the "**CP Satisfaction Notice**") as per the form set out in Part B of **Schedule I**, confirming that the Seller Conditions Precedent have been fulfilled (non-fulfilled or have been waived or deferred by the Purchaser).

4.3 Prior to the fulfilment of the Seller Conditions Precedent but after fulfillment of Seller Conditions Precedent set out in Clause 4.1(iii), the Purchaser shall provide draft Form 15CB, as prepared by its chartered accountant, and draft Form 15CA to the Seller and may consider on good faith basis any reasonable inputs on Form 15CA and Form 15CB.

5. COMPLETION

5.1 Completion shall take place within 3 (three) Business Days, or such other date as may be mutually agreed between the Parties, after the issuance of the CP Satisfaction Notice by the Purchaser ("**Completion**") pursuant to and in accordance with this Agreement. The date on which the Completion occurs shall be designated as the "**Completion Date**".

5.2 On the Completion Date:

(i) The Seller shall provide the Purchaser with: (a) executed Section 281 Report, and (b) executed Tax Computation;

(ii) Subject to the receipt of the documents provided in Clause 5.2(i) above, the Purchaser shall remit the Purchase Consideration to the Seller by way of irrevocable electronic transfer to the Seller's Designated Bank Account in immediately available cleared funds;

(iii) The Parties agree that the Purchaser shall remit the Purchase Consideration under Clause 5.2(ii) above after deduction of applicable Tax ("**Withholding Tax Amount**") under the IT Act basis the Tax Computation to the Seller's Designated Bank Account;

(iv) The Purchaser shall provide to the Seller a copy of the Form MT103 confirmation issued by the Purchaser's bank evidencing the remittance set out at Clause 5.2 (ii) above in accordance with Clause 5.2(iii) above;

(v) Immediately upon and simultaneously with, the satisfaction by the Purchaser of the conditions set out in Clauses 5.2 (i) to 5.2 (iv), the Seller shall deliver to its depository participant the duly executed irrevocable delivery instructions, in the prescribed form, for the transfer of the Sale Shares from the Seller's demat account to the Purchaser's Demat Account, and shall forthwith furnish a copy of such delivery instructions to the Purchaser;

(vi) The Purchaser shall file Form 15CA and 15CB as agreed between the Parties and furnish to the Seller the filed copy of Form 15CA and 15CB within 3 (three) Business Days after the acknowledgements of Form 15CA and 15CB are available;

(vii) Subject to completion of the actions set out in Clause 5.2(v) above, the Seller and the Purchaser shall ask the Company to hold a meeting of its Board where the following resolutions shall be taken up and certified true copies of which shall be provided to the Seller and the Purchaser on the Completion Date:

(a) recording the sale and transfer of all the Sale Shares from the Seller to the Purchaser; and

(b) authorising the updating of relevant statutory registers/ BENPOS to record the transfer of Sale Shares from the Seller to the Purchaser.

It is hereby clarified that the Board may, at its sole discretion, undertake to pass the foregoing resolutions by way of circulation; and

(viii) The Purchaser, the Seller, Augment, Rikhab, Founder, and KEMPINC shall execute an inter-se agreement ("**Inter-Se Agreement**") to record certain inter-se rights amongst themselves, in the format as more particularly set out under **Schedule II** of this Agreement, which shall come into effect on and from the occurrence of the IPO Failure Event ("**Inter-se Agreement Effective Date**").

5.3 The actions contemplated under Clauses 5.2(i) to 5.2(viii) shall be deemed to occur simultaneously and no such transaction shall be deemed to be consummated unless all such transactions are consummated. Completion shall not occur unless all of the actions specified in Clauses 5.2(i) to 5.2(viii) are completed on the Completion Date.

5.4 Post-Completion:

(i) Upon Completion, the Purchaser shall, as soon as reasonably practicable, on being informed by the Seller or the Company, provide the documents, declarations and information, provided in **Schedule III** as may be required or as may be reasonably

requested by the Seller and/or the Company or the book-running lead managers appointed in relation to the IPO, including to enable or facilitate any compliance, reporting or disclosure requirement applicable to the Seller, the Company or in connection with the IPO and consummation thereof, including, but not limited to: (a) undertaking public announcement and/or intimations to the Exchanges in relation to the sale of the Sale Shares contemplated hereunder; and (b) disclosures by the Company and/or Seller in the prospectus and other IPO-related offer documents, investor presentations, research reports, statutory price band advertisement and other IPO-related publicity and marketing materials, provided that the Company shall not, and the Seller shall ensure that the Company does not, under any circumstances, declare, publish or disclose the Purchaser in any document related to an IPO, accounts or any public disclosures as "promoter" or part of the "promoter group" of the Company.

(ii) Subsequent to the Completion Date, the Seller shall file income-tax return within such timelines prescribed under the IT Act making disclosure of capital gains in respect of the Sale Shares (the amount of which is not higher than the capital gains as provided in the Tax Computation) and within 7 (seven) Business Days of confirmation sought by Purchaser from Seller after the statutory due date of filing the income-tax return in accordance with IT Act has passed, provide a confirmation to the Purchaser regarding the aforesaid disclosure.

(iii) In the event the IPO is not consummated by the Company on or prior to the expiry of the Inter-se Agreement Effective Date, for any reason whatsoever, the Seller shall cause the Company to, and the Company shall amend the articles of association of the Company to incorporate the rights of the Purchaser as set out under the Inter-Se Agreement ("**Restated Articles**") and convene an extra-ordinary general meeting of the shareholders of the Company at the shortest time permissible under applicable Law for approving the Restated Articles.

(iv) The Purchaser shall deposit the taxes withheld by them from the Purchase Consideration payable to the Seller within the timelines prescribed under the IT Act with the Tax Authorities and deliver evidence of depositing such taxes to the Seller within 7 (seven) Business Days of such payment. The Purchaser shall undertake filing of prescribed withholding tax return(s) and issuing withholding tax certificate to the Seller as per the IT Act and within the due date provided under the IT Act. In case appropriate credit of the Withholding Tax Amount is not reflected in the Form 26AS of the Seller on account of any error on the part of the Purchaser in filing withholding tax return, the Purchaser undertakes to make suitable revisions in the withholding tax return and, to the extent it is in the Purchaser's control, to take such necessary actions and/or provide such information as may be reasonably requested by the Seller to ensure that credit of relevant Withholding Tax Amount is available to the Seller.

(v) The Seller shall deliver to the Purchaser: (a) executed copies of the Reliance Letters signed by the Seller within 14 (fourteen) Business Days from the date of the Completion Date, which shall be counter-signed by the Purchaser; and (b) the tax residency certificate for calendar year 2026 issued by the relevant authority of the country of residence of the Seller within 30 (thirty) Business Days from date of receipt of the tax residency certificate from relevant authority.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Seller and the Purchaser, hereby represent and warrant in respect of itself, to each other that each of the representations and warranties, as set out below are true, correct, accurate

and not misleading as of the Effective Date and the Completion Date as if made on each of such dates. The representations and warranties shall be deemed to have been restated/reiterated on the Completion Date.

(i) Incorporation. It is validly incorporated and existing under the laws of the jurisdiction of its incorporation.

(ii) Authority. Each Party has the full capacity, power and authority and has obtained all requisite consents and approvals, to enter into, deliver and perform the Agreement and any other documents executed by such Party pursuant to or in connection with the transaction contemplated under the Agreement.

(iii) Due Execution and Enforceability. This Agreement has been duly executed and delivered by such Party, assuming due execution and delivery by the other Party hereto and thereto, constitutes or will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(iv) Non-Contravention. The execution, delivery and the performance (or any of the foregoing), by such Party of the Agreement and their obligations in relation to the transactions contemplated hereunder and thereunder will not (as applicable): (a) breach or constitute a default under its charter or constitutional documents; (b) result in a violation or breach of or default under any applicable Law; (c) constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other applicable Law for the protection of debtors or creditors; and/ or (d) require it to obtain any consent or approval from any Governmental Authority or any other authority in a relevant jurisdiction, except as has been or will, prior to the Completion Date, have been procured.

(v) Insolvency. It is not insolvent within the meaning of applicable Law or unable to pay its debts under the insolvency laws of any applicable jurisdiction and has not stopped paying its debts as they fall due. No order has been made, petition presented, or resolution passed for the winding up of the Seller or Purchaser.

(vi) Compliance with anti-corruption laws and anti-money laundering laws. It has complied with anti-corruption laws and anti-money laundering laws applicable to it; and no suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving it for breach of anti-corruption laws and anti-money laundering laws applicable to it is pending or, to its knowledge, threatened.

(vii) Neither the relevant Party nor any other Person duly authorised to act on its behalf, is a Sanctioned Person, nor are they organized or resident in a Sanctioned Country. Further, such Party is not owned or Controlled by any Person that is targeted by or the subject of any Sanctions Laws and Regulations.

6.2 The Seller specifically represents and warrants the following as of the Effective Date and as on the Completion Date ("**Seller Warranties**"):

(i) The Sale Shares are fully paid-up and the Seller has not, nor has anyone on its behalf, done, committed or omitted any act, deed, matter or thing whereby the Sale Shares can be forfeited, extinguished, encumbered, or rendered void or voidable;

(ii) The total shares outstanding comprise 106,159,822 Equity Shares as on 31st December, 2025, on a fully diluted basis i.e., on an "as if converted" basis

(including the number of Equity Shares that shall result from conversion of granted employee stock options).The Seller does not hold any other outstanding shares, warrants or convertible securities which are yet to be converted. Further, the Company has not issued any other outstanding shares, warrants or convertible securities which are yet to be converted other than certain employee stock options approved but not granted under the ESOP Plan approved by the Board and the existing shareholders of the Company, which will result in 1,109,770 additional Equity Shares;

(iii) The Seller is the sole legal and beneficial owner of, and has good, valid and marketable title to the Sale Shares;

(iv) The Seller has validly acquired and is authorized to validly hold the Sale Shares in the Company and has the right to sell and transfer to the Purchaser the full legal and beneficial interest in such Sale Shares, free and clear of any Encumbrances and together with all rights and benefits attached to them on the terms set out in this Agreement;

(v) The Sale Shares are not subject to any Encumbrances (including pre-emptive rights, rights of first refusal or such other restrictions on transfers, or any third party rights), which have not been waived, and there is no agreement, or commitment or contract, arrangement, document for pledge, non-disposal undertaking, power of attorney or any such structure which creates any Encumbrance in favor of any person or which will render the sale of any of the Sale Shares to the Purchaser, in violation of such agreements;

(vi) The Seller is not involved in any pending litigation, arbitration, administrative, regulatory or governmental proceedings or investigations, pending or threatened in writing against it in any forum, in relation to the Sale Shares; or which could reasonably result in any change in the current ownership of the Sale Shares; or which questions the right of the Seller to enter into and perform its obligations set out in this Agreement, or to consummate the transactions contemplated thereby;

(vii) All applicable filings, notifications, and returns that are required to be made by the Seller or the Company under the Foreign Exchange Management Act, 1999, and the rules and regulations thereunder, in connection with the acquisition of the Sale Shares by the Seller have been duly and properly made and approved by the relevant Governmental Authority.

(viii) There are no proceedings under the provisions of the IT Act and there are no outstanding Tax demands, pending against the Seller, which, will render the sale of the Sale Shares under this Agreement as void under section 281 of the IT Act, and there is no notice under Rule 2 of the second schedule to the IT Act which has been served on the Seller, which will render the sale of the Sale Shares under this Agreement as void under section 281 of the IT Act;

(ix) The Seller is a 'person resident outside India' for the purposes of FEMA (including the Foreign Exchange Management (Non-debt Instruments) Rules, 2019), and shall continue to qualify as a 'person resident outside India' for the entire financial year in which the Completion occurs; and the Seller has acquired its respective Sale Shares while being a person resident outside India for the purposes of FEMA.

(x) The Seller does not have a registration under the (Indian) Central Goods and Service Tax Act, 2017, and is not required to obtain such registration and there are no proceedings or outstanding demands pending against the Seller under the

(Indian) Central Goods and Service Tax Act, 2017;

(xi) The Seller is a non-resident as per Section 6 of the IT Act and will continue to be a non-resident of India for the entire financial year in which the Completion takes place;

(xii) All documents, information, representations and warranties furnished by the Seller to the Big 4 Firm for the purpose of obtaining 281 Report and Tax Computation and to the Purchaser for the purpose of Form 15CA and Form 15CB are true, accurate, and complete in all material aspects;

(xiii) The Seller has acquired and holds the Sale Shares as a 'capital asset' as defined under the provisions of the IT Act;

(xiv) The Sale Shares are classified in books of accounts under the head "non-current assets" as "Investment in a Subsidiary" and not as stock in trade, on a continuous basis since the date of acquisition of such Sale Shares;

(xv) The cost of acquisition, period of holding of the Sale Shares and applicable tax rate on capital gains considered in the Tax Computation is true, accurate and complete; and

(xvi) The Seller does not have a business connection in India under section 9 of the IT Act or a permanent establishment in India as defined under the tax treaty executed between India and the country of residence of the Seller. The Seller has not received any notice from Tax Authority alleging that the Seller has a permanent establishment or business connection in India.

6.3 The Purchaser hereby agrees and acknowledges that the Company is in the process of undertaking its proposed IPO, and upon listing of the Equity Shares, the shareholding of the Purchaser shall be subject to statutory lock-in restrictions as per the ICDR Regulations, as amended. Additionally, both Parties agree and acknowledge that while the Company has filed the DRHP for the purpose of listing its Equity Shares on the Exchanges, there is no guarantee that the IPO will be consummated or that the Equity Shares will be listed on the Exchanges.

6.4 The Parties agree that if the IPO is not consummated or that the Equity Shares are not listed on the Exchanges on or prior to the Inter-se Agreement Effective Date:

(i) the Purchaser shall not be entitled to claim damages against the Seller and/ or the Company merely on the grounds that the IPO has not been consummated;

(ii) the Purchaser shall be entitled to sell the Sale Shares (in whole or in part) subject to the terms stipulated under the Inter-se Agreement; and

(iii) the Purchaser shall be entitled to exercise its rights under the Inter-Se Agreement.

6.5 The Seller hereby agrees and undertakes that other than (i) under an offer for sale made with respect to the IPO; and/or (ii) pursuant to an agreement for sale of Equity Securities executed by the Seller (if any) prior to the Effective Date or until such date that is 2 (two) Business Days after the Effective Date, it shall not sell the Equity Securities held by it to any Person (prior to consummation of the IPO) without the prior written consent of the Purchaser.

6.6 The Purchaser represents and warrants to the Seller that the Purchase Consideration remitted or to be remitted by Purchaser (including any portion thereof) at Completion is not derived from or related to any illegal activities, including money laundering activities.

6.7 The Purchaser represents and warrants to the Seller that it is a 'person resident outside India' for the purposes of FEMA (including the Foreign Exchange Management (Non-debt Instruments) Rules, 2019).

6.8 The Purchaser represents and warrants to the Seller that it does not require any prior approval of the Government of India or any Governmental Authority (including pursuant to Press Note 3 (2020 Series) issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry, Government of India) to participate in or enable consummation of the transactions contemplated under this Agreement.

6.9 The Purchaser represents and warrants to the Seller that as of the Completion Date, it will have sufficient readily transferable cash to satisfy payment of the Purchase Consideration in full.

7. INDEMNITY

7.1 Subject to Completion, the Seller ("**Indemnifying Party**") shall indemnify, defend and hold harmless the Purchaser, and its Affiliates and their respective officers and directors, and principal officers as defined under Section 2(35) of the IT Act (each an "**Indemnified Party**" and together "**Indemnified Parties**") from and against any Losses incurred or suffered by the Indemnified Party(ies), whether or not involving a third-party claim, based upon, as a result or arising out of or in connection with:

(i) any misrepresentation or breach of any of Seller Fundamental Warranties and/or Seller Tax Warranties;

(ii) material breach, default or violation of any covenants or obligations of the Seller contained in the Agreement; and / or

(iii) fraud by the Indemnifying Party.

7.2 Notwithstanding anything to the contrary mentioned in this Agreement, the Parties agree that the ability of the Parties to make an indemnity claim for Losses suffered or incurred as a result of:

(i) any breach of Seller Fundamental Warranties or any claim arising pursuant to Clause 7.1(iii) shall expire upon completion of 5 (five) years from Completion Date;

(ii) any breach of Seller Tax Warranties and / or any Taxes in relation to this Agreement shall expire upon completion of 3 (three) years from the end of the financial year in which the Completion occurs; and

(iii) breach, default or violation of any covenants or obligations of the Seller contained in this Agreement, shall expire upon completion of 12 (twelve) months from the end of the financial year in which the Completion occurs.

7.3 The Parties agree that the payment obligation in relation to any Losses arising pursuant to this Clause 7, to the Indemnified Parties by the Indemnifying Party, shall not, in any case, exceed 100% (one hundred percent) of the Purchase Consideration paid to the Indemnifying Party ("**Indemnity Monetary Cap**"). Provided however that with respect to an indemnity

claim for actual Losses for breach of any Seller Tax Warranties under this Agreement, aggregate liability of the Indemnifying Party under this Agreement to the Indemnified Party shall not exceed USD 500,000.

7.4 Notwithstanding the foregoing, there shall be no Indemnity Monetary Cap with respect to any claim arising pursuant to Clause 7.1(iii).

7.5 **Direct Claim Procedure:**

(i) Any claim shall be made by the Indemnified Party by providing a written notice to the Seller within 10 (Ten) Business Days of becoming aware of any matter or circumstance that may give rise to an indemnity claim, containing true and accurate information and details in relation to the Loss suffered by the Indemnified Parties (a "**Claim Notice**").

(ii) Within 15 (fifteen) Business Days from the date of receipt of the Claim Notice, if:

(a) the Indemnifying Party determines that it is in agreement with the Claim Notice, the Indemnifying Party shall notify the Indemnified Parties in writing that it is in agreement with the Claim Notice and make payment to the Indemnified Party for the claim amount within 45 (forty five) days from the date of the Claim Notice;

(b) the Indemnifying Party notifies the Indemnified Party in writing that the Indemnifying Party has objection to the Claim Notice or if the Indemnifying Party does not notify the Indemnified Party in writing of the acceptance of the claims set out in the Claim Notice, the Indemnified Party shall have the right to seek resolution of the dispute by proceeding under the dispute resolution process set forth under Clause 10 of this Agreement.

7.6 **Third Party Claim Procedure**

(i) In the event that any proceedings are instituted by any third party in respect of which the Indemnified Party may be entitled to make an indemnity claim against the Indemnifying Party under the terms of this Agreement (a "**Third Party Claim**"), the Indemnified Party may, at its discretion, by providing to the relevant Indemnifying Party a written notice of 15 (Fifteen) Business Days from the receipt of the notice with respect to a Third Party Claim ("**Third Party Claim Notice**") or such shorter period as may be prescribed in the Third Party Claim Notice or applicable Law, have the right to claim indemnity. Any delay by an Indemnified Party to provide the Third Party Claim Notice shall not relieve the Indemnifying Party of its indemnification obligations under this Agreement, provided however that, the Indemnifying Party shall not be liable for any increase in Loss in respect to such indemnity claim that arises solely, on account of the delay on the part of the Indemnified Party to provide the Third Party Claim Notice to the Indemnifying Party in accordance with this Clause 7.6(i). Upon receipt of the Third Party Claim Notice, the Indemnifying Party shall have the obligation to participate in, or, by giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at its own expense and by its own counsel, and the Indemnified Parties shall co-operate in good faith in such defense

(ii) The Indemnifying Party shall: (a) only appoint a Big 4 Accounting Firm or a reputed senior counsel to defend a Third Party Claim. In the event the Indemnifying Party elects to appoint any other counsel or accounting firm to defend the Third Party Claim, then it will require prior written approval of the Indemnified Party

and such approval will not be unreasonably withheld, (b) keep the Indemnified Party appropriately informed of all matters pertaining to such action and take inputs of the Indemnified Party on a good faith basis; and (c) not settle any claims or agree to enter into any judgement without the prior written consent of the Indemnified Party unless (A) the Indemnifying Party pays the full amount of the liability or settlement in connection with such Third Party Claim, (B) the relevant Indemnified Party is released completely and unconditionally from all liabilities in connection with such Third Party Claim, (C) there is no sanction or restriction upon the future activities or business of the relevant Indemnified Party or the Company or any finding or admission of any violation of applicable Law by the relevant Indemnified Party; and (D) the matter does not involve any criminal liability or reputational risk for the relevant Indemnified Party, as determined in the sole discretion of the relevant Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of the Third-Party Claim and appoint its counsel at the cost of Indemnifying Party. If the Indemnifying Party fails to fulfil its obligation to defend such Third Party Claim, as set out in Clause 7.6(i) above, or elects not to defend such Third Party Claim, then the sole remedy available to the Indemnified Party is to choose to compromise or defend such Third Party Claim (in either case at the sole cost and consequence of the Indemnifying Party) without any requirement of obtaining the prior approval of the Indemnifying Party, provided however that the Indemnified Party shall not settle any claims or agree to enter into any compromise or settlement which results in any criminal liability on the Indemnifying Party without the prior written consent of the Indemnifying Party.

(iii) In case of a Third Party Claim, if the Indemnified Party is required to make any interim or other payments to any Third Party including any Governmental Authority or on order of any Governmental Authority pending final determination of the Third Party Claim (including court fees, stamp duty, fees of counsel, costs, deposits and payments under protest), the Indemnifying Parties shall make payment of such amounts to the Indemnified Parties or to the relevant Governmental Authority, as the case may be, such that the Indemnified Parties are not required to go out-of-pocket in respect of such amounts.

(iv) Each Party shall keep the other Party reasonably informed of any claim or proceeding by any Governmental Authority or third party for which indemnity is sought and shall provide mutual cooperation and support related to filing of proposed submissions, finalization of submissions, filing of power of attorney and dealing with correspondence, filings, statements, and other materials.

7.7 Any payment due under Clause 7, shall be made to the Indemnified Party within 45 (forty five) days of receipt of the Claim Notice or Third Party Claim Notice (as the case may be) from the Indemnified Party, unless the indemnity claim is disputed by the Indemnifying Parties, in which case the dispute shall be resolved in accordance with Clause 10.

7.8 Any payment by the Indemnifying Party pursuant to this Clause 7 shall be made free and clear of, and without deduction for or on account of any Taxes, charges, fees, costs, expenses or duties, except as may be required under applicable Law. If any such Taxes, charges, fees, costs, expenses or duties are required to be deducted under applicable Laws from any amounts payable or to be paid under Clause 7 or if any Taxes are payable by the Indemnified Parties on receipt of such payments, such additional amounts shall be paid by the Indemnifying Parties as may be necessary to ensure that the recipient Indemnified Party receives a net amount equal to the full amount which it would have received had such payment not been subject to such Taxes, charges, fees, costs, expenses or duties.

7.9 The Indemnified Party shall not be entitled to recover more than once in respect of the same Loss. If any indemnity claim is based upon a liability that is contingent, then, while the Indemnified Party shall have the right to raise a claim for indemnity under this Clause 7 with respect to any contingent liability, the obligation of the Indemnifying Party to make payment with respect to such contingent liability shall arise only when such contingent liability becomes an actual liability. Notwithstanding the foregoing, any demand or interim payments that are required to be made pursuant to Clause 7.6(iii) above pending any final determination shall not be treated as a contingent liability and the Indemnifying Party shall be required to make such payment in accordance with the terms of Clause 7.6(iii).

7.10 Where 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 the liability or loss which is the subject of a claim, any actual recovery (net of any taxation and less all actual costs of recovery) shall reduce or satisfy (as the case may be) the claim to the extent of that recovery. Where the Indemnifying Party has made a payment to the Indemnified Party in relation to any indemnity claim under this Agreement and the Indemnified Party is entitled to recover (whether by insurance, payment, discount, credit, relief or otherwise) from any Person which indemnifies or compensates the Indemnified Party (in whole or in part) in respect of the liability or loss which is the subject of a claim, the Indemnified Party shall: (i) notify the Indemnifying Party of the fact and provide such information as the Indemnifying Party may reasonably require; (ii) take all reasonable steps or proceedings at the sole cost of the Indemnifying Party to enforce such right; and (iii) pay to the Indemnifying Party as soon as practicable after receipt an amount equal to the amount recovered from the third party (net of taxation and less all actual costs of recovery).

8. CONFIDENTIALITY

8.1 Each Party shall keep all information relating to each of the other Party, information relating to the transactions herein and this Agreement (collectively referred to as the "**Information**") confidential. None of the Parties shall issue any public release or public announcement or otherwise make any disclosure concerning the Information without the prior approval of the other Party. Provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any Information as may be required under applicable Law subject to providing a prior written notice of 10 (ten) days (or such lesser period as may be reasonably practicable) to the other Party, to the extent possible. Subject to applicable Law, (i) such prior notice shall also include details of the Information intended to be disclosed along with the text of the disclosure language, if applicable; and (ii) the disclosing Party shall also cooperate with the non-disclosing Party to the extent that such non-disclosing Party may seek to limit such disclosure including taking all reasonable steps to resist or avoid the applicable requirement, at the request of the non-disclosing Party.

8.2 Nothing in Clause 8.1 shall restrict any Party from disclosing Information for the following purposes: (i) to the extent that such Information is in the public domain other than by breach of this Agreement; (ii) to the extent that such Information is required to be disclosed by any applicable Law or stated policies or standard practice of the Purchaser or the Seller (as the case may be), to any Governmental Authority to whose jurisdiction such Party or its Affiliate is subject or with whose instructions it is customary to comply; (iii) to the extent that any such Information is later acquired by such Party from a source not obligated to any other Party hereto, or its Affiliates, to keep such Information confidential; (iv) to the shareholders, investors or potential investors (and their employees, directors, etc.) of the Purchaser or the Seller (as the case may be); (v) to Purchaser's Affiliates or Seller's Affiliates; (vi) to any fund managers, trustees, general partners or limited partners of the Purchaser or the Seller or any of their Affiliates; (vii) any security trustees, lenders of the Purchaser and/or the Seller, to the extent relevant; (viii) insofar as such disclosure is

reasonably necessary to such Party's employees, directors or professional advisers, provided that such Party shall procure that such employees, directors or professional advisors treat such Information as confidential. For the avoidance of doubt, it is clarified that disclosure of Information to such employees, directors or professional advisors or Affiliates of the relevant Party shall be permitted on a strictly "need-to-know basis" and it shall be ensured that the aforesaid entities are bound by terms of confidentiality as stringent as those set out herein; (i) to the extent that any of such Information was previously known or already in the lawful possession of such Party, prior to disclosure by any other Party hereto; and (ii) to the extent that any such public announcement is made in accordance with applicable Law and/or Information is disclosed, in each case including by the Company and/ or the Seller, pursuant to and in connection with the IPO in the red herring prospectus, prospectus and other IPO-related documents, investor presentations, research reports, statutory price band advertisement and other IPO-related publicity and marketing materials, or to the Securities and Exchange Board of India, Exchanges or any other Governmental Authority. The Parties hereby agree and consent to the disclosure of details of and/or inclusion of this Agreement as a material document for inspection in connection with the IPO and consequently for a copy of the Agreement to be available to the public for inspection, to the extent required under the SEBI ICDR Regulations, and for submission of copies of this Agreement by the Company to the repository portal of the Exchanges as required pursuant to the SEBI circular dated December 5, 2024 (as amended from time to time), and for submission of a copy of this Agreement to the book running lead managers and legal counsel appointed in relation to the IPO, for the purposes of their due diligence and records, solely in relation to the IPO, in compliance with applicable Law.

9. GOVERNING LAW

This Agreement and the relationship among the Parties shall be governed by, and interpreted in accordance with, the Laws of India. Subject to Clause 10, the courts in New Delhi, India shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

10. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement, including any dispute arising out of breach of this Agreement, any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat and venue of the arbitration shall be Singapore. The number of arbitrators shall be 3 (three) ("**Arbitration Board**"). The initiating party shall appoint 1 (one) arbitrator and the receiving party shall appoint 1 (one) arbitrator on the Arbitration Board, and the 2 (two) arbitrators so appointed by each of the initiating party and the receiving party shall appoint the third arbitrator, who shall preside over the Arbitration Board. The arbitrators shall be appointed in accordance with the SIAC Rules, and all arbitrators shall be fluent in English The arbitration award rendered by the Arbitration Board shall be final and binding on the parties and none of the parties shall be entitled to commence or maintain any action in a court of law upon any matter in dispute arising from or in relation to this Agreement. Nothing in this Clause 10 shall preclude a Party from seeking interim or injunctive relief, or both, from any court having jurisdiction to grant the same. The parties to a dispute shall bear the costs of the arbitration equally. The Arbitration Board shall have the power to finally decide on the costs and reasonable expenses incurred in the arbitration and award interest. Notwithstanding the existence of any dispute or commencement of any arbitration proceedings in accordance with the provisions of this Clause 10, the rights and obligations of the Parties under this Agreement 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 Parties shall continue to perform their respective obligations under this Agreement to the extent reasonably possible and such proceedings shall be conducted so as to cause minimum inconvenience to the performance by the Parties of such obligation

11. **NOTICES**

11.1 Notices, demands or other communication required or permitted to be given or made under this Agreement by any Party to the other Party shall be in writing, in English language and delivered personally, or sent by registered mail postage prepaid, or courier, or electronic mail, addressed to the concerned Party at the address set forth herein below or any other address subsequently notified by the other Party. For the purposes of this Clause 11.1, a notice shall be deemed to be effective, (i) in the case of a registered mail, 7 (seven) days after posting, (ii) in case of courier, 2 (two) days after dispatch by the Party, (iii) in case of electronic mail, on the same day of transmission, provided that the sender has not received a message notifying failure of delivery, and (iv) in case of personal delivery, at the time of delivery:

(i) Purchaser: Jongsong Investments Pte. Ltd.

(a) Name: Jongsong Investments Pte. Ltd.,

(b) Address: 60B Orchard Road #06-18 Tower 2, The Atrium@Orchard Singapore 238891

(c) Attention: Mr. Rodney Edgerton

E-mail: rodneyedgerton@temasek.com.sg

With a copy to: Mr. Nishant Chandra

E-mail: nishant@in.temasek.com

(ii) If to Seller:

(a) Name: BGTF ONE HOLDINGS (DIFC) LIMITED

(b) Address: Unit 24-00, Level 24, ICD Brookfield Place, DIFC Dubai, 504237, United Arab Emirates

(c) Attention: Kriti Malay Doshi / Jonathan Robert Mills/ Directors

(d) E-mail: dl-bam-regionalinvestmentsandportfoliomanagement@brookfield.com

Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by post, and on transmission in the case of service by e-mail, provided that such notice, demand or communication shall also be dispatched by post within 1 (one) day of transmission of such notice, demand or communication by e-mail.

12. **TERM AND TERMINATION**

12.1 **Term**

This Agreement shall come into effect on the Effective Date and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 12.2.

12.2 **Termination**

(i) This Agreement shall automatically terminate if Completion does not take place in accordance with the provisions hereof on or before the Long Stop Date, unless the Parties mutually agree otherwise in writing.

(ii) This Agreement may be terminated at any time prior to Completion with immediate effect by the mutual agreement of the Parties.

(iii) The provisions of Clauses 1 (*Definitions*), 8 (*Confidentiality*), 9 (*Governing Law*), 10 (*Dispute Resolution*), 11 (*Notices*), 12 (*Term and Termination*) and 13.7 (*Costs and Expenses*), as are applicable or relevant thereto, shall survive termination of this Agreement.

(iv) The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.

13. **MISCELLANEOUS**

13.1 **Counterparts**: This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts. Executed signature pages transmitted by any electronic means will constitute effective and binding execution and delivery of this Agreement. For all purposes herein, an electronic signature recognized under the Information Technology Act, 2000 and the rules and regulations framed thereunder shall be deemed the same as an original signature. The delivery of signed counterparts by electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering a counterpart in person.

13.2 **Waiver**: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

13.3 **Entire Agreement**: This Agreement (including the Schedules hereto) constitute the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly canceled.

13.4 **Severability**: Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such in the event of any obligation or obligations being or becoming unenforceable in whole or in part. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, whether due to a change in Law or otherwise, the Parties will negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

13.5 **Further Actions**: Each Party shall, at any time and from time to time upon the written request of any other Party ("**Requesting Party**"):

(i) promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as the Requesting Party may reasonably deem necessary or desirable to give the Requesting Party the full benefit of this Agreement; and

(ii) do or procure to be done each and every act or thing which the Requesting Party may from time to time reasonably require to be done for the purpose of enforcing its rights under this Agreement.

13.6 **Assignment**: This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The Parties hereby agree that notwithstanding anything to the contrary in this Agreement, neither of the Parties may assign any of its rights, liabilities or obligations under this Agreement without the consent of the other Party, *provided however,* that either Party may assign its rights, liabilities or obligations under this Agreement, in whole or in part, to any of its Affiliates without the consent of the other Party, subject to such assignee Affiliate being bound and able, to discharge the liabilities and obligations of the assignor/ Seller/ Purchases (as the case may be), as set out in this Agreement.

13.7 **Costs and Expenses**: Each of the Parties hereto shall pay their own costs, charges and expenses relating to the negotiation, preparation and execution of this Agreement. The Purchaser and the Seller shall equally bear the stamp duty payable on this Agreement and on the transfer of Sale Shares.

13.8 **No Partnership**: Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership or association of persons among the Seller and the Purchaser, and no Party shall hold itself out as an agent for any other Party.

13.9 **Cumulative Remedies**. Unless otherwise specified herein, the remedies available to the Parties, either under this Agreement or under applicable Law or otherwise afforded, will be cumulative and not alternative or exclusive of any rights, powers, privileges or remedies provided by this Agreement, applicable Law or otherwise. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

13.10 **No restriction upon IPO:** Nothing contained in this Agreement shall constitute or be deemed to constitute any restriction, limitation, Encumbrance or prohibition upon any action or performance of any duty or discharge of any obligation in furtherance of or in connection with the IPO of the Company. To the extent any provision of this Agreement would require waiver or consent from the Purchaser and/or Seller for the consummation of the IPO, the Parties shall consider only requests for such waiver or consent acting reasonably and in good faith.

[Signature Pages follow]

SCHEDULE I

PART A

CP COMPLETION CERTIFICATE

[*insert date*]

To

[*insert name of the Purchaser*]

[*Details of the Purchaser to be mentioned here*]

Attention: [•]

Dear Sirs,

Re: Share purchase agreement dated [•] (the "Agreement") executed by and amongst the Purchaser and Seller.

We refer to the Agreement executed by the parties thereto. In this CP Completion Certificate, capitalised terms used and not defined shall have the meaning assigned to them under the Agreement. This CP Completion Certificate is being issued pursuant to Clause 4.2 of the Agreement.

The Seller confirms, certifies, declares and acknowledges that:

The Seller has performed and/or complied with all the obligations and conditions set out in Clause 4.1 of the Agreement, which were required to be performed or observed by the Seller as Conditions Precedent prior to the Completion Date.

CLAUSE	CONFIRMATION GIVEN / DOCUMENTARY PROOF ENCLOSED
[•]	[•]

This letter shall form an integral part of, and be governed by, the provisions of the Agreement.

We further confirm and undertake that the Seller's Warranties are true, complete and correct and not misleading as on the date of this CP Completion Certificate.

Yours faithfully,

Signed and delivered for and on behalf of:

[*insert signature clauses for the Seller***]**

SCHEDULE I

PART B

CP SATISFACTION NOTICE

[insert date]

To

[*Seller*]

[*Details of the Seller to be mentioned here*]

Kind Attn: [●]

Re: Share purchase agreement dated [•] (the "Agreement") executed by and amongst the Purchaser and the Seller.

We refer to the Agreement executed by the parties thereto. In this CP Satisfaction Notice, capitalised terms used and not defined shall have the meaning assigned to them under the Agreement.

Pursuant to Clause 4.2 of the Agreement, we are in receipt of the CP Completion Certificate issued on [●] by the Seller. Based on the CP Completion Certificate along with the documents provided to us thereunder, we confirm that the Conditions Precedent set out under Clause 4.1 of the Agreement have been fulfilled by the Seller, to our satisfaction.

This letter shall form an integral part of, and be governed by, the provisions of the Agreement.

Yours faithfully,

Signed and delivered for and on behalf of:

[*insert signature clauses for the Purchaser***]**

SCHEDULE II

INTER-SE AGREEMENT

This inter-se agreement (the "**Agreement**") is executed on February [•], 2026 (the "**Execution Date**") by and among:

3. **Jongsong Investments Pte. Ltd.** a company registered under the laws of the Singapore, holding PAN AAGCJ0138D and having its registered office at 60B Orchard Road #06-18 Tower 2, The Atrium@Orchard Singapore 238891 (hereinafter referred to as the "**New Investor**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;

4. **AUGMENT INDIA I HOLDINGS, LLC**, a company incorporated under the laws of the Cayman Islands, and having its address at c/o Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands and having permanent account number AAVCA6097K (hereinafter referred to as "**Augment**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**;

5. **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, with its registered office address at Unit L24-00, Level 24, ICD Brookfield Place, Dubai International Financial Centre, Dubai, United Arab Emirates (hereinafter referred to as "**Selling Shareholder**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**;

6. **MR. KULDEEP JAIN**, son of Mr. Pratap Jain, aged about 50 years, residing at 13A Peregrine, Veer Savarkar Marg, Prabhadevi, Mumbai 400025, and holding PAN number AEJPJ4284J issued by the Government of India (hereinafter referred to as "**Founder**", which expression shall, unless repugnant to the context or meaning thereof, include his heirs, executors, administrators and permitted assigns), of the **FOURTH PART**;

7. **KEMPINC, LLP**, a limited liability partnership registered in India under the Limited Liability Partnership Act, 2008, having LLPIN AAX-9503 and having its registered office at 13/A, Peregrine Apt 400, Veer Savarkar Marg, Siddhi Vinayak Temple, Prabhadevi, Mumbai-400025, Maharashtra (hereinafter referred to as "**KEMPINC**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the **FIFTH PART**; and

8. **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 "**Rikhab**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **LAST PART**.

The New Investor, the Selling Shareholder, Augment, the Founder, KEMPINC and Rikhab are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**". The New Investor and the Selling Shareholder are hereinafter referred to individually as a "**Transacting Party**" and collectively as the "**Transacting Parties**".

WHEREAS:

D. The Company (*as defined hereinafter*) is engaged in the Business (*as defined hereinafter*). The Company is in the process of undertaking an IPO (*as defined hereinafter*) in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 ("**ICDR Regulations**"), as amended, and has filed the DRHP (*as defined hereinafter*) with the Securities Exchange Board of India ("**SEBI**").

E. The New Investor has executed a share purchase agreement dated February 05, 2026 with the Selling Shareholder for the sale of 4,397,926 (Four Million Three Hundred and Ninety-Seven Thousand Nine Hundred and Twenty-Six) Equity Shares by the Selling Shareholder to the New Investor, as a pre-IPO secondary transaction. On and from the date of acquisition of Equity Shares by the New Investor from the Selling Shareholder, the New Investor shall become a shareholder of the Company.

F. The Parties are desirous of entering into this Agreement in order to set out the rights and obligations of the New Investor, the Existing Shareholders and the Founder Group Members in relation to the Company.

NOW THEREFORE, in consideration of the foregoing, the Parties / Transacting Parties (as the case may be), intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. DEFINITIONS

Unless otherwise defined or provided for herein, capitalized terms used in this Agreement shall have the following meanings. Further, capitalized terms defined by inclusion in quotations and/ or parentheses shall have the meanings so ascribed:

"**Affiliate**" shall mean with respect to any Party, (i) any Person that, alone or together with any other Person, directly or indirectly Controls, is Controlled by, or is under common Control with, such Party, provided that it shall exclude any portfolio companies of such Party, and (ii) where the subject Person is a Party, an 'Affiliate' would include any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle in which any general partner (or any subsidiary or affiliate thereof) of the subject Person is a general partner, investment manager or advisor, member of an investment committee or trustee, provided that, a portfolio company of the entities referred to above, shall not be deemed to be an Affiliate of each of the Parties. Notwithstanding the foregoing, (a) Affiliate in relation to the Purchaser shall only mean Temasek Holdings (Private) Limited's ("**Temasek Holdings**"), direct and indirect wholly owned subsidiaries whose board of directors or equivalent governing bodies comprise nominees or employees of: (i) Temasek Holdings; (ii) Temasek Pte. Ltd. ("**TPL**"); and/or (iii) wholly-owned subsidiaries of TPL; and/or (b) Affiliate in respect of the Selling Shareholder shall be deemed to include: (i) Brookfield Corporation (previously known as Brookfield Asset Management Inc.); or (ii) Brookfield Asset Management Limited.; or (iii) any fund, collective investment scheme, trust, partnership (including any co-investment partnership), special purpose or other vehicle or other entity owned, managed, advised (pursuant to an investment advisory agreement, by whatever name called), promoted or, Controlled, directly or indirectly, by Brookfield Corporation (previously known as Brookfield Asset Management Inc.) and / or Brookfield Asset Management Limited. It is further clarified that for the purposes of the confidentiality provisions in this Agreement, (y) Portfolio Companies of Brookfield Corporation and/or Brookfield Asset Management Limited or its Affiliates in India and Brookfield Public Securities Group LLC, Oaktree Capital Group, LLC, Atlas OCM Holdings, LLC and their respective subsidiaries, that operate behind an "information wall" shall not be considered as "Affiliates" of Selling Shareholder, and (z) Selling Shareholder shall not be entitled to, *inter-alia*, disclose Information with such Portfolio Companies save and except where the disclosure

of information for the purposes specifically permitted in this Agreement; and/or (c) Affiliate in respect of Augment shall be deemed to include: any entity which is advised or managed by Augment Infrastructure Managers Advisory LLC (Delaware) or its affiliates (for the purpose of the Augment) and general partners of the funds managed or advised by Augment Infrastructure Managers Advisory LLC (Delaware) (for the purpose of the Augment), whether on the Effective Date or any time thereafter will be considered as an "Affiliate" of the Selling Shareholder;

"**Articles**" means the articles of association of the Company, as amended from time to time;

"**Brookfield Financing**" means the credit facilities availed by the Selling Shareholder from the Lender(s), for an amount of up to USD 160,000,000 (United States Dollars One Hundred and Sixty Million);

"**Business Day**" means a day (other than a Saturday or a Sunday) on which scheduled commercial banks are open for business in Mumbai, Republic of India, New York, United States of America, Copenhagen, Denmark, Dubai, United Arab Emirates, the Cayman Islands, the Netherlands and Singapore;

"**Business**" means,

(i) project services relating to solar power, wind power and other renewable/clean sources, including customer acquisition, site selection, technical and regulatory evaluation, land acquisition (where applicable) and project development;

(j) equipment procurement for and construction of solar power, wind power and other renewable sources-based power generation projects;

(k) generation and sale of electricity using solar power, wind power and other renewable sources-based power generation projects;

(l) construction, operations and maintenance and sale of projects to third-party customers and investors;

(m) operation and maintenance of solar power, wind power and other renewable sources based projects;

(n) monetisation of green credits and environmental attributes of renewable energy projects or other carbon renewal or carbon avoidance projects developed by the Company and/or Third Parties;

(o) trading of renewable energy, carbon credits, renewable energy certificates and similar commodities;

(p) other ancillary power/energy service offerings such as energy efficiency, demand-side management, battery storage, etc. which support the aforementioned business activities; and

(q) other services, products and/or business activities that support the environmental sustainability efforts of corporates and individuals;

"**CoC**" means any Transfer of Equity Securities that would result in a Person other than the Selling Shareholder, the Founder Group and/or their Affiliates (excluding the Portfolio Companies of the Selling Shareholder or its Affiliates): (i) holding more than 50% (fifty percent) of the Equity Securities and/or (ii) having the right to appoint majority of the directors on the board of directors of the Company;

"**Competitor**" shall mean any of the Person(s) set out in **Annexure A** (*List of Competitors*), which list may be reviewed and updated annually with the written consent of the Founder, Selling Shareholder, and Augment. The Existing Shareholders shall promptly inform the New Investor if there are any updates to **Annexure A**;

"**Company**" means Clean Max Enviro Energy Solutions Limited, a company incorporated in India, having its registered office at 4th Floor, The International 16 Maharshi Karve Road, New Marine Lines Cross Road No.1, Churchgate Mumbai - 400 020 Maharashtra, India;

"**Control**" (including with correlative meaning, the terms, "**Controlling**", "**Controlled by**" or "**under direct or indirect common Control with**") means with respect to any Person (including by a fund manager, director or managing member of the Person in question), the direct or indirect: (i) ownership of more than 50% (fifty percent) of the shares or other equity interests or voting power of such Person; or (ii) the power to direct the management or the policies of a Person, whether through (a) control over a majority of voting shares of such Person or; (b) the power to appoint or remove at least half of the members of the board of directors or similar governing body of such Person; (c) a contractual arrangement; or (d) any other manner;

"**DRHP**" means the draft red herring prospectus dated August 16, 2025, filed by the Company with SEBI;

"**Equity Securities**" means, in relation to the Company, Equity Shares of the Company, any options (whether or not vested or exercised), warrants, convertible debentures, convertible preference shares, equity linked instruments or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, any such shares of equity capital of the Company (whether or not such securities are then currently convertible, exercisable or exchangeable) but shall not include any loans or debts availed by the Company from financial institutions which are convertible into Equity Shares;

"**Equity Shares**" means equity shares of the Company having face value of ₹ 1 (Indian Rupee One) each;

"**Exchanges**" means the BSE (formerly Bombay Stock Exchange) and the National Stock Exchange, collectively;

"**Existing SHA**" means the amended and restated shareholders' agreement dated 30 July 2025 executed *inter alia* between the Company, the Existing Shareholders, the Founder Group Members and other shareholders of the Company, as amended from time to time;

"**Existing Shareholder(s)**" means the Selling Shareholder, Augment, the Founder, KEMPINC and Rikhab;

"**Founder Group**" means, collectively, the Founder and the Founder Group Members;

"**Founder Group Members**" means collectively, NJ and PJ;

"**Fully Diluted Basis**" means the total of all classes and series of shares outstanding on a particular date, combined with all options (whether granted, vested or exercised or not), warrants (whether exercised or not), convertible securities of all kinds, any other arrangements relating to the equity of a Person, all on an "as if converted" basis;

"**Governmental Authority**" means any governmental, political, legislative, executive or administrative body, municipality or any local or other authority, regulatory authority, court, tribunal or arbitral tribunal, exercising powers conferred by Law in India or any other applicable jurisdiction (as applicable to the concerned Party), and shall include, without limitation, the

President of India, the Government of India, the Governor and the government of any State in India, any Ministry or Department of the same or any governmental or political subdivision thereof, the Securities Exchange Board of India, any enforcement directorate agency and the Reserve Bank of India;

"**IFU**" DSDG Holding APS, a private liability company with registration number CVR 40960244, incorporated under the applicable Laws of Denmark, and having its registered office at c/o IFU, Fredericiagade 27, 1310 Copenhagen K, Denmark;

"**Investor 1 Block**" shall have the meaning ascribed to the term under the Articles;

"**Investor Transferee**" shall have the meaning ascribed to the term under the Articles;

"**IPO**" means the proposed initial public offer of the Equity Shares of the Company resulting in listing of the Equity Shares on the Exchanges in respect of which the draft red herring prospectus has been filed by the Company with SEBI on August 16, 2025;

"**IPO Consummation Date**" means the date on which the Equity Shares of the Company are listed on a recognized stock exchange in accordance with article 10 of part C of the Articles of the Company;

"**IPO Failure Event**" means (i) failure of the Company to complete the IPO on or before the IPO Longstop Date or the Extended Long Stop Date, as applicable; or (ii) issuance of written notice to the Company, Augment, IFU and the New Investor by the Selling Shareholder and the Founder if they mutually agree to not proceed with the IPO at any time prior to the IPO Longstop Date;

"**IPO Longstop Date**" means 31 December 2026;

"**Extended Long Stop Date**" means 31 March 2027 if the Selling Shareholder and the Founder mutually agree in writing (with notice to the Company, Augment, IFU and the New Investor) to extend the IPO Longstop Date;

"**Law**" or "**Laws**" means and includes all applicable statutes, enactments, acts of legislature or the Parliament, laws, ordinances, rules, by-laws, government approval, regulations, judgements, awards, decrees, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority;

"**Lender(s)**" mean BNP Paribas (acting through its Singapore Branch), JPMorgan Chase Bank, N.A. (London Branch), Sumitomo Mitsui Banking Corporation Singapore Branch, or such other Person(s) that refinance the Brookfield Financing;

"NJ" means Mrs. Nidhi Jain, wife of Mr. Kuldeep Jain, aged about 50 years, residing at 13A Peregrine, Veer Savarkar Marg, Prabhadevi, Mumbai 400025, and holding PAN number AAFPJ5402N issued by the Government of India;

"**Person**" means any natural person, limited or unlimited liability company, corporation, joint venture, estate, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, trustee, union, association, Governmental Authority or any other entity that may be treated as a person under applicable Law;

"**PJ**" means Mr. Pratap Jain, son of Rikhablal Jain, aged about 80 years, residing at 13A Peregrine, Veer Savarkar Marg, Prabhadevi, Mumbai 400025, and holding PAN number ABVPJ4293L issued by the Government of India;

"**Portfolio Company**" means a corporate entity (including a company) which has independent operations and owned assets;

"**Pro Rata Share**" means, in relation to the New Investor, the proportion that the number of Equity Securities (on a Fully Diluted Basis) held by the New Investor bears to the total number of Equity Securities (on a Fully Diluted Basis);

"**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, Syria, Iran, North Korea, the so-called Luhansk and Donetsk People's Republics, the Zaporizhzhia and Kherson Regions of Ukraine, Russia, 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) or (ii); or (iv), 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;

"**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 World Bank Listing of Ineligible Firms (see www.worldbank.org/debarr), as amended from time to time, the United Nations Security Council, His Majesty's Treasury of the United Kingdom, the European Union, Australian 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;

"**Shareholder(s)**" means each of the New Investor, the Existing Shareholders and the Founder Group Members; and

"**Transfer**" means to sell, assign, transfer any interest in trust, mortgage, alienation, encumber, grant a security interest in, amalgamate, merge or suffer to exist (whether by operation of law or otherwise) any encumbrance on, any securities, shares or interests (including, in relation to the Company, Equity Securities) or any right, title or interest therein or otherwise dispose of securities, shares or interests (including, in relation to the Company, Equity Securities) in any manner whatsoever voluntarily or involuntarily.

1.2. **INTERPRETATION**

In this Agreement (unless the context requires otherwise):

(i) The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meanings assigned to them under the relevant statutes/ legislations;

(ii) Any reference herein to any Clause or Annexure is to such clause or annexure in this Agreement unless the context otherwise requires. The Recital and Annexure to this Agreement shall be deemed to form an integral part of this Agreement;

(iii) Reference to days (except Business Days), months and years are to calendar days, calendar months and calendar years, respectively;

(iv) When any number of days is prescribed in this Agreement, the same shall be reckoned exclusive of the first and inclusive of the last day. For instance, if the number of days prescribed is 30 (thirty) days from July 1, then the computation of 30 (thirty) days shall commence from July 2 and end on July 31;

(v) Headings, sub-headings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexures to this Agreement and shall be ignored in construing the same;

(vi) Unless the context requires otherwise, words importing the singular include the plural and vice versa, and pronouns importing a gender include all genders;

(vii) Reference to any statute or statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments, delegated legislations or orders made pursuant to such statute or statutory provisions;

(viii) The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" have the correlative meanings;

(ix) The words "include" and "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import;

(x) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(xi) References in this Agreement to documents shall include documents or communication in any electronic form and references in this Agreement to 'in writing' shall include printing, typing, or in electronic form (including e-mail) and other means of reproducing words in visible form, but excluding text messaging via mobile phones, social media platforms and messenger applications;

(xii) No provision of this Agreement shall be interpreted in favour of, or against, any party by reason of the extent to which such party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;

(xiii) This being a commercial contract, time is of the essence in performance of the obligations of the Parties under this Agreement, and if any time period specified herein is extended, such extended time shall also be of the essence; and

(xiv) where any causal/procuring/ensuring obligation under this Agreement is imposed on any Existing Shareholder in relation to the Company, it shall be deemed that such Existing Shareholder has a corresponding obligation to (a) exercise its voting rights in any meeting of the shareholders of the Company; (b) exercise its rights under the Existing SHA; and (c) subject to applicable Law, procure that their nominee directors exercise their voting rights in any meeting of the board of directors of the Company; to fulfil their procurement obligation.

2. EFFECTIVENESS

This Agreement shall come into effect on and from the occurrence of any IPO Failure Event ("**Effective Date**"). However, Clauses 4 (General Transfer Restrictions), 6.3 (*New Investor Exit* Rights), 7 (*Confidentiality*), 8 (*Governing Law*), 9 (*Dispute Resolution*), 10 (*Notices*), 11 (*Termination*) and 12 (*Miscellaneous*) shall come into effect on and from the Execution Date.

3. PRE-EMPTIVE RIGHT

3.1 In the event the Company proposes to issue to any Person any Equity Securities (excluding (i) employee stock option issuances and/or any other employee incentive through allotments to persons, (ii) share split, adjustment, or issue of bonus shares where such share split, adjustment or issue of bonus shares are made equally on all classes of equity securities of the Company, (iii) issue of shares pursuant to conversion of any convertible security issued by the Company, and (iv) issue of shares pursuant to any dividend declared by the Company) ("**Primary Issuance**"), then the New Investor shall have the right to subscribe to such number of total Equity Securities offered by the Company as part of the Primary Issuance that are equivalent to New Investor's Pro Rata Share, on the same terms and conditions at which the Company proposes to undertake the Primary Issuance ("**New Investor Pre-Emptive Right**"). The Parties agree that the New Investor Pre-Emptive Right shall not apply to the primary issuance component of the IPO.

3.2 The Existing Shareholders shall procure that the Company does not undertake the Primary Issuance at a price which is less than the fair market value of the relevant Equity Securities in accordance with applicable Law.

3.3 Notwithstanding anything set out in the Existing SHA, the Parties agree that on and from the Effective Date until such time that the New Investor ceases to hold any Equity Shares in the Company, (a) any right of the Selling Shareholder under the Existing SHA to invest in the Equity Securities of the Company at a price per Equity Security which is less than the fair market value of such Equity Securities; and (b) any obligation of the Selling Shareholder under the Existing SHA to invest in or subscribe to any Equity Securities of the Company, shall stand suspended and not be applicable. The Parties shall procure that the Company does not undertake any action which is in contravention of this Clause 3.3.

4 GENERAL TRANSFER RESTRICTIONS

4.1 Notwithstanding anything to the contrary set out in this Agreement, during the period between the Execution Date and the earlier of (a) the IPO Consummation Date or (b) the date of occurrence of any IPO Failure Event, as the case may be,

4.1.1 the New Investor hereby agrees and acknowledges that it shall not transfer any Equity Securities of the Company held by it; and

4.1.2 each Existing Shareholder hereby agrees and acknowledges (with respect to itself) that other than (a) under an offer for sale made with respect to the IPO; and/or (b) pursuant to an agreement for sale of Equity Securities executed by such Existing Shareholder (if any) prior to the Execution Date or until such date that is 2 (two) Business Days after the Execution Date, it shall not, sell the Equity Securities held by it to any Person (prior to consummation of the IPO), without prior written consent of the New Investor.

Provided that, the Transacting Parties agree that nothing in this Clause 4.1.2, shall be applicable to (a) creation of any encumbrance by the Selling Shareholder for the benefit of the Lender(s); and (b) any transfer (pursuant to invocation or enforcement of any encumbrance) of the Equity Shares held by the Selling Shareholder, pursuant to such invocation or enforcement by the Lender(s); in each case, in connection with the Brookfield Financing.

5 NEW INVESTOR TAG ALONG RIGHT

5.1 If the Selling Shareholder is desirous of selling any or all of the Equity Securities held by it, the Selling Shareholder shall notify the New Investor in writing (the "**Tag Transfer Notice**") about (a) such intention to sell and specify the number of the Equity Securities intended to be sold (the "**Selling Shareholder Tag Sale Shares**"), (b) the price per Equity Security at which such Selling Shareholder Tag Sale Shares are proposed to be sold, and (c) terms and conditions of the proposed sale which are applicable to the Selling Shareholder. Upon receipt of the Tag Transfer Notice, the New Investor shall have the right (but not an obligation) to participate in such sale process by delivering a written notice to the Selling Shareholder ("**Tag Sale Response**") within a period of 30 (thirty) days of receipt of the Tag Transfer Notice ("**Response Period**"), indicating (x) the New Investor's desire to sell such number of Equity Shares equal to the number of Equity Shares held by New Investor multiplied by a fraction, the numerator of which is the total number of Selling Shareholder Tag Sale Shares and the denominator of which is the total number of Equity Shares held by the Selling Shareholder prior to the sale of the Selling Shareholder Tag Sale Shares pursuant to this Clause 5.1 on a Fully-Diluted Basis; (y) for the price per Equity Security for the Selling Shareholder Tag Sale Shares specified under the Tag Transfer Notice; and (z) on the same terms and conditions specified therein with respect to the Selling Shareholder ("**New Investor Tag Sale Shares**").

Provided that, in the event the Selling Shareholder proposes to transfer the Selling Shareholder Tag Sale Shares to the Proposed Transferee such that the transfer results into CoC, then the New Investor shall have the right but not the obligation to require the Selling Shareholder to cause the Proposed Transferee to purchase from the New Investor, all Equity Securities held by the New Investor in the Company. In such an event, 100% of the Equity Securities held by the New Investor in the Company shall be considered as the "**New Investor Tag Sale Shares**".

5.2 In the event that the New Investor issues the Tag Sale Response within the Response Period indicating its desire to sell the New Investor Tag Sale Shares, the Selling Shareholder, shall pursue discussions in relation to the sale of the Selling Shareholder Tag Sale Shares and the New Investor Tag Sale Shares with the proposed buyer ("**Proposed Transferee**"), including negotiating the terms and conditions thereof, and executing definitive documents, with a

Proposed Transferee. It is hereby clarified that the Selling Shareholder Tag Sale Shares and the New Investor Tag Sale Shares shall be purchased by the Proposed Transferee at the same price per share and on the same terms and conditions.

5.3 In the event that the Selling Shareholder and the New Investor execute definitive documents in relation to the sale of the Selling Shareholder Tag Sale Shares and New Investor Tag Sale Shares to the Proposed Transferee, the Selling Shareholder shall not be entitled to sell any Selling Shareholder Tag Sale Shares held by it to the Proposed Transferee unless the Proposed Transferee contemporaneously purchases and pays for all the New Investor Tag Sale Shares along with the Selling Shareholder Tag Sale Shares, in accordance with the provisions of the definitive documents. If the Proposed Transferee refuses or fails to purchase the New Investor Tag Sale Shares along with the Selling Shareholder Tag Sale Shares in accordance with the terms of the definitive documents, the Selling Shareholder shall not consummate such Transfer, and, if purported to be made, such Transfer shall be void and not binding on the Company (and the Company shall not register the Proposed Transferee as a Shareholder).

5.4 The closing of any Transfer of the Selling Shareholder Tag Sale Shares and New Investor Tag Sale Shares shall occur in accordance with the terms of the definitive documents executed with the Proposed Transferee. The Selling Shareholder and the New Investor shall deliver the Selling Shareholder Tag Sale Shares and the New Investor Tag Sale Shares to the Proposed Transferee free and clear of any encumbrance, and the New Investor shall provide such representations and warranties and indemnities as are being provided by the Selling Shareholder to the Proposed Transferee.

5.5 The New Investor acknowledges and agrees that (a) certain shareholders of the Company have a tag along right on transfer of Equity Shares by the Selling Shareholder under the Existing SHA; and (b) compliance by the Selling Shareholder of its related obligation Existing SHA shall not amount to breach of this Agreement. For avoidance of doubt, the aforementioned obligation of the Selling Shareholder under this Clause 5.5 shall not prejudice the right of the tag along right of the New Investor under this Clause 5.

Provided that, the Transacting Parties agree that nothing in this Clause 5, shall be applicable to (a) creation of any encumbrance by the Selling Shareholder for the benefit of the Lender(s); and (b) any transfer (pursuant to invocation or enforcement of any encumbrance) of the Equity Shares held by the Selling Shareholder, pursuant to such invocation or enforcement by the Lender(s); in each case, in connection with the Brookfield Financing.

6 NEW INVESTOR EXIT RIGHTS

6.1 THIRD PARTY SALE

6.1.1 Upon the occurrence of an IPO Failure Event, the New Investor shall be permitted to Transfer its Equity Shares to any Person (other than to any Sanctioned Person or a Competitor) without any restrictions, including the requirement to obtain prior consent of the Existing Shareholders. Further, the New Investor shall have the right to cause the Existing Shareholders to procure that the Company facilitates a process for a sale of all the Equity Shares held by the New Investor, at a price per share which is not less than the fair market value determined in accordance with applicable Laws ("**Third Party Sale**") by issuing a notice to the Company (with a copy to the Existing Shareholders) ("**Third Party Sale Notice**"). A Third Party Sale Notice once issued by the New Investor ("**Initiating Shareholder**") shall not be revocable. The Existing Shareholders and the Founder Group Members shall also have the right to participate in the Third Party Sale.

6.1.2 Within 45 (forty five) days of receipt of the Third Party Sale Notice, the Existing Shareholders shall procure that the Company appoints a reputed investment banking firm (reasonably acceptable to the Initiating Shareholder) to find a buyer for the Equity Shares of the Initiating Shareholder ("**Third Party Buyer**"). The Existing Shareholders shall procure that the Company provides such access and information as may be reasonably requested by the Third Party Buyer, and co-operate in any due diligence conducted by such Third Party Buyer (to the extent necessary).

6.1.3 The Existing Shareholders agree that (i) all the Equity Securities held by the New Investor are transferred to the Third Party Buyer in first priority; and (ii) thereafter, if any allocation is remaining, the Existing Shareholders and the Founder Group Members shall be entitled to Transfer their Equity Securities in their inter-se proportion (to the extent the Existing Shareholders and the Founder Group Members are tendering their Equity Securities) to their respective shareholding in the Company, or in such proportion as mutually agreed amongst the Existing Shareholders and the Founder Group Members, or the maximum number of securities the Third Party Buyer is willing to purchase (if only one of the Existing Shareholders is tendering its Equity Securities).

6.1.4 The Existing Shareholders shall procure that the Company takes all necessary steps and provides assistance to the New Investor in providing any such information as may be reasonably requested by the New Investor in connection with Transfer of its Equity Shares or consummation of the Third Party Sale.

6.1.5 The New Investor and the selling Shareholders (who are participating in the Third Party Sale) shall incur transaction expenses pro rata to the shareholding being Transferred by the New Investor and such selling Shareholders to the Third Party Buyer.

6.2 The Selling Shareholder hereby agrees and acknowledges that the New Investor shall not, at any time, be made subject to any obligation to Transfer its Equity Shares to any Person as a part of sale of Equity Securities by the Selling Shareholder to any Person, without prior written consent of the New Investor.

6.3 On and from the Execution Date, the Parties hereby agree and acknowledge that (a) the New Investor shall not be classified as an Investor Transferee and/or Investor 1 Block for the purpose of the Articles or the Existing SHA; and (b) the New Investor shall not be subject to any restrictions or obligations applicable to any shareholder of the Company under the Articles or the Existing SHA.

7 CONFIDENTIALITY

7.1 Each Party and their respective Affiliates shall keep this Agreement, the contents hereof and all information contained herein, including the documents referred to herein, ("**Confidential Information**") confidential. None of the Parties shall issue any public release or public announcement or otherwise make any disclosure concerning the Confidential Information, without the prior approval of the other Party; provided that, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under applicable Law subject to providing, to the extent possible, a prior written notice of 10 (ten) days (or such lesser period as may be reasonably practicable) to the other Parties. Subject to applicable Law: (i) such notice shall also include details of the Confidential Information intended to be disclosed along with the text of the disclosure language, if applicable; and (ii) the disclosing Party will also cooperate with the other Parties to the extent that such other Party may seek to limit, if it so decides, such disclosure including taking all reasonable steps to resist or avoid the applicable requirement, at the request of the other Parties.

7.2 Each Party agrees that all Confidential Information shall be held in confidence by it and, except as set out above, shall not be disclosed to any third party without the prior approval of the other Parties. Each Party shall use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information, but in no case less than a reasonable degree of care.

7.3 Nothing in this Clause 7 (*Confidentiality*) shall restrict any Party from disclosing Confidential Information for the following purposes:

(i) to the extent that such Confidential Information is in or enters the public domain other than by breach of this Agreement;

(ii) subject to compliance with Clause 7.1, to the extent that such Confidential Information is required to be disclosed by any applicable Law or required to be disclosed to any Governmental Authority to whose jurisdiction such Party is subject;

(iii) disclosed to any arbitral tribunal or court of law to resolve any dispute between the Parties;

(iv) to the extent that any such Confidential Information is later acquired by such Party from a source not obligated to the Party to keep such Confidential Information confidential;

(v) insofar as such disclosure is reasonably necessary to such Party's Affiliates, employees, consultants, directors, shareholders, limited partners, joint venture partners, bankers, investors, prospective investors, lenders, transferees or contributors to the funds, investment manager, employees and employees of investment advisors, auditors and other advisers, including financial and legal advisors, agents, or consultants of any Party and such Party's Affiliates (and in case of the Selling Shareholder and Augment, any general partner of the Selling Shareholder and Augment), and its Affiliates' auditors, prospective lenders, investors, prospective investors, directors, employees, officers, consultants and legal, financial and professional advisors, limited partners, bankers, lenders, investment advisers and other advisers, and agents ("**Representatives**"), provided that such Party shall ensure that such Representatives treat such Confidential Information as confidential under similar non-disclosure obligations. For the avoidance of doubt, it is clarified that disclosure of information to such Representatives shall be permitted on a strictly "need-to-know basis;"

(vi) to the extent that any such public announcement is made in accordance with applicable Law and/or Information is disclosed, in each case including by the Company and/ or the Parties, pursuant to and in connection with the IPO in the red herring prospectus, prospectus and other IPO-related documents, investor presentations, research reports, statutory price band advertisement and other IPO-related publicity and marketing materials, or to the Securities and Exchange Board of India, Exchanges or any other Governmental Authority. The Parties hereby agree and consent to the disclosure of details of and/or inclusion of this Agreement as a material document for inspection in connection with the IPO and consequently for a copy of the Agreement to be available to the public for inspection, to the extent required under the ICDR Regulations, and for submission of copies of this Agreement by the Company to the repository portal of the Exchanges as required pursuant to the SEBI circular dated December 5, 2024 (as amended from time to time), and for submission of a copy of this Agreement to the book running lead managers and legal counsel appointed in relation to the IPO, for the purposes of their due diligence and records, solely in relation to the IPO, in compliance with applicable Law;

(vii) to the extent that any of such Confidential Information was previously known or already in the lawful possession of such Party, on a non-confidential basis, prior to disclosure by any other Party; and

(viii) to the extent that any information, shall have been independently developed by such Party without reference to any Confidential Information furnished by the other Party.

8 GOVERNING LAW

This Agreement and the relationship among the Parties shall be governed by, and interpreted in accordance with, the Laws of India. Subject to Clause 9, the courts in New Delhi, India shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

9 DISPUTE RESOLUTION

Any dispute arising out of or in connection with this Agreement, including any dispute arising out of breach of this Agreement, any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat and venue of the arbitration shall be Singapore. The number of arbitrators shall be 3 (three) ("**Arbitration Board**"). The initiating party shall appoint 1 (one) arbitrator and the receiving party shall appoint 1 (one) arbitrator on the Arbitration Board, and the 2 (two) arbitrators so appointed by each of the initiating party and the receiving party shall appoint the third arbitrator, who shall preside over the Arbitration Board. The arbitrators shall be appointed in accordance with the SIAC Rules, and all arbitrators shall be fluent in English. The arbitration award rendered by the Arbitration Board shall be final and binding on the parties and none of the parties shall be entitled to commence or maintain any action in a court of law upon any matter in dispute arising from or in relation to this Agreement. Nothing in this Clause 9 shall preclude a Party from seeking interim or injunctive relief, or both, from any court having jurisdiction to grant the same. The parties to a dispute shall bear the costs of the arbitration equally. The Arbitration Board shall have the power to finally decide on the costs and reasonable expenses incurred in the arbitration and award interest. Notwithstanding the existence of any dispute or commencement of any arbitration proceedings in accordance with the provisions of this Clause 9, the rights and obligations of the Parties under this Agreement 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 Parties shall continue to perform their respective obligations under this Agreement to the extent reasonably possible and such proceedings shall be conducted so as to cause minimum inconvenience to the performance by the Parties of such obligation.

10 NOTICES

Notices, demands or other communication required or permitted to be given or made under this Agreement by any Party to the other Party shall be in writing, in English language and delivered personally, or sent by registered mail postage prepaid, or courier, or electronic mail, addressed to the concerned Party at the address set forth herein below or any other address subsequently notified by the other Party. For the purposes of this Clause 10, a notice shall be deemed to be effective, (i) in the case of a registered mail, 7 (seven) days after posting, (ii) in case of courier, 2 (two) days after dispatch by the Party, (iii) in case of electronic mail, on the same day of transmission, provided that the sender has not received a message notifying failure of delivery, and (iv) in case of personal delivery, at the time of delivery:

If to the **New Investor**:

(a) Name: Jongsong Investments Pte. Ltd.

(b) Address: 60B Orchard Road #06-18 Tower 2, The Atrium@Orchard Singapore238891

(c) Attention: Mr. Rodney Edgerton

E-mail: rodneyedgerton@temasek.com.sg

With a copy to: Mr. Nishant Chandra

E-mail: nishant@in.temasek.com

If to Augment:

(a) Name: Augment India I Holdings, LLC

(b) Address: Augment Infrastructure Managers Advisory LLC, 4445 Willard Ave, Suite 600, Chevy Chase, MD 20815, USA

(c) Attention: Viktor Kats / Darius Lilaoonwala

(d) E-mail: vkats@augmentinfra.com / dlilaoonwala@augmentinfra.com

If to the **Selling Shareholder**:

(a) Name: BGTF One Holdings (DIFC) Limited

(b) Address: Unit 24-00, Level 24, ICD Brookfield Place, Dubai International Financial Centre, United Arab Emirates

(c) Attention: Kriti Malay Doshi / Jonathan Robert Mills/ Directors

(d) E-mail: dl-bam-regionalinvestmentsandportfoliomanagement@brookfield.com

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

If to the **Founder**:

(a) Name: Kuldeep Jain

(b) Address: 4th Floor, The International, 16 Maharshi Karve Road New Marine Lines, Cross Road, No.1, Churchgate, Mumbai, Maharashtra 40002033

(c) Attention: Kuldeep Jain

(d) Email: kuldeep.jain@cleanmax.com

If to **KEMPINC**:

(a) Name: KEMPINC, LLP

(b) Address: 13 A, Peregrine, Veer Savarkar Road, Prabhadevi, Mumbai - 400025

(c) Attention: Kuldeep Jain

(d) E-mail: kuldeep.jain@cleanmax.com

If to **Rikhab**:

(a) Name: Rikhab Investments B.V.

(b) Address: Zuidplein 126, WTC Tower One, 15th Floor, 1077XV Amsterdam

(c) Attention: Sidney Stacie

(d) E-mail: sidney.stacie@centralisgroup.com

Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by post, and on transmission in the case of service by e-mail, provided that such notice, demand or communication shall also be dispatched by post within 1 (one) day of transmission of such notice, demand or communication by e-mail.

11 TERMINATION

11.1 This Agreement may be terminated in any of the following ways:

(i) by the consent of all the Parties expressed in writing;

(ii) automatically, upon (A) consummation of the IPO or (B) the New Investor ceasing to hold any Equity Securities; or

(iii) against a Party upon such Party ceasing to hold any Equity Securities.

12 MISCELLANEOUS

12.1 **Counterparts**: This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts. Executed signature pages transmitted by any electronic means will constitute effective and binding execution and delivery of this Agreement. For all purposes herein, an electronic signature recognized under the Information Technology Act, 2000 and the rules and regulations framed thereunder shall be deemed the same as an original signature. The delivery of signed counterparts by electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering a counterpart in person.

12.2 **Waiver**: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

12.3 **Entire Agreement**: This Agreement (including the Annexure(s) hereto) constitutes the full and entire understanding and agreement between the Parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the Parties are expressly cancelled. For the avoidance of doubt, nothing in this Agreement shall impact the subsistence or validity of the Existing SHA.

12.4 **Severability**: Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such in the event of any obligation or obligations being or becoming unenforceable in whole or in part. If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, whether due to a change in Law or otherwise, the Parties will negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as

practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

12.5 **Amendments**: No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

12.6 **Assignment**: Any Party shall not be entitled to assign their respective rights and obligations under this Agreement in any manner without the prior written consent of other Parties, except in case of assignment to its Affiliates. The New Investor shall be entitled to, at all times and in the manner set out in this Agreement, assign its rights and obligations under this Agreement without the consent of any of the other Parties.

12.7 **Costs and Expenses**: Each Party shall bear its own fees and expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of agents, representatives, counsel and accountants. The stamp duty payable on this Agreement shall be paid by the Company.

12.8 **No Partnership**: Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership or association of persons amongst the Parties, and no Party shall hold itself out as an agent for any other Party.

12.9 **Cumulative Remedies**. Unless otherwise specified herein, the remedies available to the Parties, either under this Agreement or under applicable Law or otherwise afforded, will be cumulative and not alternative or exclusive of any rights, powers, privileges or remedies provided by this Agreement, applicable Law or otherwise. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

[Signature Pages follow]

SCHEDULE III

Upon Completion, the Purchaser shall provide the following in relation to the IPO:

1. **Third Party Transferee Confirmation**: A confirmation that the Purchaser is not related to the Company, its promoters, promoter group, directors, key managerial personnel, senior management, subsidiaries, and group companies and the directors and key managerial personnel of the subsidiaries and group companies (or if related, specifying the nature of such relationship).
2. **Consent Letter**: A consent letter providing the confirmation that the Purchaser is an indirect wholly owned subsidiary of Temasek Holdings Private Limited, and for inclusion of the Purchaser's name and the Purchaser being an indirect wholly owned subsidiary of Temasek Holdings Private Limited, in the updated draft red herring prospectus, red herring prospectus of the Company, prospectus of the Company, and any other document in relation to the IPO.
3. **Stock Exchange Intimation and Public Advertisement**: Information required for the intimation to the Exchanges and public advertisement in relation to the consummation of the transaction under this Agreement , including the parties to the Agreement, the number of equity shares transferred, price per equity share, percentage change in shareholding of the Company, and the Purchaser's relationship with the Company, its promoters, promoter group, directors, key managerial personnel, subsidiaries, group companies, and the directors and key managerial personnel of the group companies and subsidiaries.
4. **Offer Document Disclosures**: Details for disclosure in the updated DRHP, red herring prospectus of the Company, and prospectus of the Company such as disclosure of the share purchase agreement along with details of the number of equity shares transferred, percentage change in shareholding, names of transferor and transferee, nature of transaction, price per equity share, and total consideration, if required.
5. **SEBI or Stock Exchange Requirements**: Additional information and documents as may be requested by SEBI or the Stock Exchanges in relation to the consummation of the transaction under this Agreement
6. **Email Confirmations and Certificates**: Such email confirmations and/or certificates as may be reasonably required by the Company's legal counsel in relation to the disclosures being made in relation to the consummation of the transaction under this Agreement in the IPO related documents, including in the Exchange’s intimations, public announcement, DRHP, red herring prospectus of the Company, prospectus of the Company and price band advertisement, subject to prior consultation with the Purchaser.

For and on behalf of BGTF One Holdings (DIFC) Limited

Authorised Signatory

Name: Jonathan Robert Mills

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year above first written.

SIGNED AND DELIVERED for and on behalf of:

JONGSONG INVESTMENTS PTE. LTD.

Name: Ravi Balasubramanian

B.Ravi

Title: Authorized Signatory