









Dated February 5, 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

**NEO DIGITAL INVESTMENTS LIMITED**  
(as Purchaser)

## SHARE PURCHASE AGREEMENT

This share purchase agreement (the “**Agreement**”) is executed on February 5, 2026 (the “**Effective Date**”) at New Delhi by and between:

1. **NEO DIGITAL INVESTMENTS LIMITED**, a company registered under the laws of Mauritius, holding PAN AAJCN9348Q and having its registered office at C/o IQ EQ Fund Services (Mauritius) Ltd, 33 Edith Cavell Street, Port Louis, Mauritius (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 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 such number of Equity Shares as specified in **Schedule I** (“**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; and
- 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

“**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 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 and the TDS reconciliation analysis and correction enabling system (TRACES) website as on the Completion Date and if not practicable, then as of the date not earlier than 1 (one) day before the Completion Date;

“**Act**” means the Companies Act, 2013;

“**Affiliate**” shall mean with respect to any Party, (a) 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 and (b) 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;

“**Big 4 Firm**” means any of the following or their affiliated or associated firms in India: (a) KPMG; (b) Deloitte Touche Tohmatsu; (c) EY (formerly Ernst & Young); and (d) PricewaterhouseCoopers;

“**Board**” means the board of directors 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
- (i) other services, products and/or business activities that support the environmental sustainability efforts of corporates and individuals;

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

“**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 4.1;

“**Completion Date**” has the meaning as set forth in Clause 4.1;

“**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: (a) ownership of more than 50% (fifty percent) of the shares or other equity interests or voting power of such Person; or (b) the power to direct the management or the policies of a Person, whether through (i) control over a majority of voting shares of such Person or; (ii) the power to appoint or remove at least half of the members of the board of directors or similar governing body of such Person; (iii) a contractual arrangement; or (iv) 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;

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

“**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;

“**Fundamental Warranties**” shall mean the representations and warranties provided by the Seller under Clause 5.1 and Clause 5.2(i) to Clause 5.2(vi);

“**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;

“**Information**” has the meaning set forth in Clause 7.1;

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

“**IT Act**” means the Income-tax Act, 1961, or Indian Income tax Act, 2025, 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.

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

“**Long Stop Date**” means the earlier of (a) March 31, 2026; or (b) 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;

“**Losses**” shall have the meaning ascribed to it in Clause 6.1;

“**Person**” means any natural person, limited or unlimited liability company, corporation, 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 Designated Bank Account**” means the following account maintained by the Purchaser with Standard Chartered Bank (Mauritius) Limited from which the Purchase Consideration shall be remitted to the Seller’s Designated Bank Account:

*Banker: Standard Chartered Bank (Mauritius) Limited*

*Account number: 010011302400*

*IBAN: MU13SCBL2301010011302400000000*

*Account Name: Neo Digital Investments Limited*

“**Reliance Letters**” has the meaning as set forth in Clause 3.4.5;

“**RBI**” means the Reserve Bank of India;

“**Rs./ ₹/ INR**” means the lawful currency of the Republic of India;

“**Requesting Party**” has the meaning as set forth in Clause 12.5;

“**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](http://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;

“**Seller’s Designated Bank Account**” means the designated bank account of the Seller, the details of which are provided below:

*Account Name: BGTF ONE HOLDINGS DIFC LIMITED*

*Account Currency: USD*

*Account Number: 5011005520026001*

*IBAN: AE150355011005520026001*

*Account Bank: First Abu Dhabi Bank*

*Location: ADGM Branch*

*SWIFT code: NBADAEAAADG*

“**SIAC**” has the meaning as set forth in Clause 9;

“**SIAC Rules**” has the meaning as set forth in Clause 9;

“**Tax**” means capital gains tax, withholding tax, tax payable in a representative assessee capacity, surcharge, cess, provided under the IT Act, in respect of the sale of Sale Shares to the extent such tax is levied upon or recoverable from the Purchaser and any interest, charge, additional tax, fee, fine or penalty imposed thereon;

“**Tax Authority**” shall mean the competent agency, body, organization, department, ministry, board, authority of the Government of India or state tax authorities exercising powers, functions, duties relating to direct and indirect taxes, 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;

“**Tax Computation**” shall mean the computation of Tax on gains from the transfer of Sale Shares stating the amount of capital gains tax in the hands of 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 mutually acceptable to the Purchaser and Seller;

“**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; and

“**Tax Warranties**” shall mean the representations and warranties provided by the Seller under Clause 5.2(vii) to Clause 5.2(x).

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

2.9 any reference to documents in the “agreed form” shall mean documents that are in such form, and containing such content, that has been approved in writing by the Parties; and

2.10 any reference to “writing” shall include printing, e-mail, typing, lithography and other means of reproducing words in visible form.

### 3. **SALE AND PURCHASE OF THE SALE SHARES**

3.1 Subject to the terms of this Agreement and in reliance of the representations, warranties, and covenants of the Parties to each other as set out in this Agreement, 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) set out in **Schedule I** hereto.

3.2 The consideration for the Sale Shares to be sold by the Seller and purchased by the Purchaser in accordance with this Agreement, shall be, as set out in **Schedule I** (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 <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.

3.4 Prior to the Completion Date, the following actions shall be taken:

3.4.1 the Seller shall provide 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;

3.4.2 the Purchaser shall provide draft Form 15CB, as prepared by its chartered accountant, and Form 15CA, for Seller’s review and confirmation;

3.4.3 the Seller shall provide a draft 281 Report;

3.4.4 the Seller shall provide a draft Tax Computation;

3.4.5 the Seller shall provide draft reliance letters issued by a Big 4 Firm in favour of the Purchaser for the documents set out in Clauses 3.4.3 and 3.4.4 (“**Reliance Letters**”), which shall be in agreed form; and

3.4.6 the Seller shall use reasonable endeavours to ensure that the Company procures the valuation report from an independent chartered accountant of repute or a merchant banker certifying the fair market value of the Sale Shares in accordance with Section 50CA and 56(2)(x) of the IT Act read with Rules 11U, 11UA and 11UAA of the Income-Tax Rules, 1962, (“**Valuation Report**”); and (ii) deliver a copy of the Valuation Report to the Purchaser.

3.5 If the Company fails to complete the IPO on or before the Long Stop Date (or otherwise decides not to proceed with the IPO), the Seller shall, after the Long Stop Date promptly

provide the Purchaser with the periodic management reports (“MIS”) received from the Company, for so long as the Seller is entitled to receive (and is in actual receipt of) such MIS. To clarify, the obligation of the Seller to provide the MIS to the Purchaser shall be suspended for any period during which the Seller's right to receive such MIS is suspended.

#### 4. COMPLETION

4.1 Completion shall take place on such date as may be mutually agreed between the Purchaser and the Seller, which shall, in any case, not be later than the Long Stop Date (“**Completion**”), pursuant to and in accordance with this Agreement. The date on which the Completion occurs shall be designated as the “**Completion Date**”.

4.2 On the Completion Date, each of the Parties undertake to comply with its respective obligations specified below:

- (i) The Seller shall deliver the executed copies of the 281 Report and Tax Computation to the Purchaser;
- (ii) [intentionally left blank]
- (iii) Subject to Clause 4.2(iv) below, the Purchaser shall remit the Purchase Consideration from the Purchaser Designated Bank Account to the Seller by way of irrevocable electronic transfer to the Seller’s Designated Bank Account in immediately available cleared funds. The Purchase Consideration payable to the Seller shall be as set out in **Schedule I**;
- (iv) The Purchaser shall remit the Purchase Consideration after deduction of income-tax (plus applicable surcharge and cess), if any (“**Withholding Tax Amount**”) under the IT Act basis the Tax Computation to the Seller’s Designated Bank Account.
- (v) The Purchaser shall provide to the Seller, irrevocable remittance instructions (SWIFT MT 103) issued by the Purchaser’s bank evidencing the remittance set out at (iv) above; and
- (vi) Immediately upon and simultaneously with, the completion of the conditions set out in Clause 4.2(iii) and 4.2(v) by the Purchaser, 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 (the details of which will be provided by the Purchaser to the Seller on the Effective Date), and shall forthwith furnish a copy of such delivery instructions to the Purchaser.
- (vii) Subject to completion of the actions set out in Clause 4.2(vi) 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.

- (viii) 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 Form 15CB.
- 4.3 The Seller shall not be liable for non-consummation of the transactions set out herein on or before the Completion Date solely due to any action or inaction by the Company, and the Purchaser waives any and all rights against the Seller whether under this Agreement or in equity for non-consummation of the transactions set out herein solely due to any action or inaction by the Company.
- 4.4 The actions contemplated under Clauses 4.2(i) to 4.2(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 4.2(i) to 4.2(viii) are completed on the Completion Date.
- 4.5 Post-Completion:
- (i) Upon Completion, the Purchaser will immediately and on the same calendar day on being informed by the Seller or the Company, provide all necessary documents, declarations and information, in the form, and manner 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: (i) undertaking public announcement and/or intimations to the Exchanges in relation to the sale of the Sale Shares contemplated hereunder; and (ii) 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 gains in respect of the Sale Shares (not higher than as provided in Tax Computation) and showing withholding Taxes on the Purchase Consideration as per the Tax Computation, in respect of the Sale Shares.
  - (iii) The Purchaser shall deposit the taxes withheld by them from the Purchase Consideration payable to the Seller within 2 (two) Business Days from the date of deduction of Withholding Tax Amount or the timelines prescribed under the IT Act with the Tax Authorities whichever is earlier and deliver evidence of depositing such taxes to the Seller within 3 (three) 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 the event of any delay in complying with the provisions under this Clause 4.5(iii), any interest, fine, charges, taxes, penalties, late filing fees and similar charges, if any, shall be paid and borne solely by the Purchaser. In case appropriate credit of the Withholding Tax Amount is not reflected in the Form 26AS of the Seller, the Purchaser undertakes to make suitable revisions in the withholding tax return and take such necessary actions and 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;

- (iv) The Seller shall deliver, within 14 (fourteen) Business Days from the date of the Completion Date, the executed copies of the Reliance Letters to the Purchaser, which shall be counter-signed by the Seller and Purchaser;

## 5. REPRESENTATIONS AND WARRANTIES

5.1 The Seller and the Purchaser, hereby represent to each other that each of the representations and warranties made on behalf of itself, as set out below, are true and accurate 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.** It 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, and, 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) **Solvency.** It is not insolvent or unable to pay its debts under the insolvency laws of any applicable jurisdiction nor have any insolvency proceedings been initiated against it in any jurisdiction.
- (vi) (a) It has complied with anti-corruption laws and anti-money laundering laws applicable to it; and (b) no suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving such Party for breach of anti-corruption laws and anti-money laundering laws applicable to it is pending or, to its knowledge, threatened.
- (vii) Neither it, nor any other Person duly authorised to act on its behalf, is a Sanctioned Person, nor are they resident in a Sanctioned Country. It is not owned or Controlled by any Person that is targeted by or the subject of any Sanctions Laws and Regulations.

- 5.2 The Seller specifically represents and warrants as of the Effective Date and as on the Completion Date:
- (i) The Sale Shares are fully paid-up and have been validly issued and/ or acquired under applicable Laws, as the case may be;
  - (ii) In respect of transfer of the Sale Shares, all necessary reporting and filings with Governmental Authorities required to be made by the Seller under applicable Law (including FEMA) have been duly and correctly made, and there are no written communications received by the Seller or to the knowledge of the Seller, any unresolved matters in relation thereto from any Governmental Authority;
  - (iii) The Seller is the sole legal and beneficial owner of, and has good, valid and marketable title to the Sale Shares and there are no Encumbrances on such Sale Shares and on the Completion Date, the Seller shall validly transfer all rights, title, benefit, and interest accruing or attaching thereto (including the right to receive dividends and distributions) in respect of the Sale Shares in favour of the Purchaser;
  - (iv) There is no action, claim, suit, proceeding or investigation pending against the Seller, which questions the validity of this Agreement or its right to enter this Agreement, or to consummate the transactions contemplated hereby, or which prejudice the Purchaser's title to the Sale Shares;
  - (v) There are no Tax Proceedings or outstanding tax demands or taxes due or pending including any notice thereof against the Seller under the Income-tax Act, 1961 (including receipt of any notice under Rule 2 of Schedule 2 of Income-tax Act, 1961 in respect of any completed proceedings) that may render any transaction as contemplated under this Agreement void under section 281 of the Income-tax Act, 1961;
  - (vi) 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 acquired its respective Sale Shares while being a person resident outside India for the purposes of FEMA;
  - (vii) The Seller does not have a permanent establishment in India for the entire financial year in which the Completion occurs.
  - (viii) The Seller has acquired and holds and has been holding the Sale Shares from the date of their acquisition as non-current assets/ investments, and not as 'stock in trade.' There has been no occasion when such a characterisation has been challenged by the Governmental Authorities.
  - (ix) The Seller does not have a registration under the (Indian) Central Goods and Service Tax Act, 2017, and there are no proceedings pending against the Seller under the (Indian) Central Goods and Service Tax Act, 2017; and
  - (x) All documents, information, representations and warranties furnished by the Seller to the Big 4 Firm for the purpose of obtaining 281 Report, Tax Computation and that furnished to the Purchaser for the purpose of Form 15CA and 15CB are true, accurate, and complete in all material aspects.

- 5.3 The Purchaser represents and warrants that there is no action, claim, suit, proceeding or investigation pending against the Purchaser, which questions the validity of this Agreement or its right to enter this Agreement, or to consummate the transactions contemplated hereby.
- 5.4 The Purchaser 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.
- 5.5 The Purchaser agrees and undertakes that it shall not offer, sell, transfer, agree to sell or transfer, or pledge or otherwise Encumber the Sale Shares, from the Completion Date up to: (i) the date of listing of the Equity Shares on the National Stock Exchange and/ or the BSE (formerly Bombay Stock Exchange) pursuant to the IPO) or (ii) the date 6 (six) months from the Completion Date (“**Agreed Lock In**”), whichever is earlier, without the prior written consent of the Seller.
- 5.6 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. The Purchaser hereby agrees and undertakes to comply with such statutory lock-in restrictions with respect to the Equity Shares, and to take all necessary steps as may be required or reasonably requested by the Seller and/or the Company to enable and facilitate consummation of the IPO. 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.
- 5.7 The Parties agree that if the IPO is not consummated or that the Equity Shares are not listed on the Exchanges:
- (i) The Purchaser shall not be entitled to claim damages, in relation to such failure of consummation of the IPO or listing of Equity Shares on the Exchange, as the case may be, against the Seller; and
  - (ii) after the expiry of the Agreed Lock In, the Purchaser shall be entitled to freely sell the Sale Shares (in whole or in part) to any Person.
- 5.8 The Purchaser represents and warrants 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.
- 5.9 The Purchaser represents and warrants 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.
- 5.10 The Purchaser represents and warrants that as of the Completion Date, it will have sufficient readily transferable cash to satisfy payment of the Purchase Consideration in full, as set out in Schedule I.
- 5.11 The Purchaser represents and warrants that the Withholding Tax Amount shall be deposited by the Purchaser within the timelines prescribed as per Clause 4.5(iii).

## 6. **INDEMNITY**

- 6.1 On and from the Completion Date, the Seller (“**Indemnifying Party**”) shall indemnify and hold harmless the Purchaser, its directors and officers (each an “**Indemnified Party**”) at any time and from time to time, from and against any and all direct claims, losses, Taxes, damages, liabilities, fines, penalties, costs, fees and reasonable and documented out-of-pocket expenses actually suffered or incurred, whether or not arising out of any third-party claim (collectively, “**Losses**”), to which any Indemnified Party may become subject, insofar as such Losses arise out of any inaccuracy in or any misrepresentation or breach of any of the representations, warranties, and covenants by the Indemnifying Party under this Agreement (“**Indemnification Event**”).
- 6.2 The aggregate liability of the Indemnifying Party under this Agreement to the Indemnified Party, including under this Clause 6 (*Indemnity*) to indemnify any Indemnified Party shall not exceed the amount of the Purchase Consideration. Provided however that with respect to an indemnity claim for actual Losses for breach of any Tax Warranty under this Agreement, aggregate liability of the Indemnifying Party under this Agreement to the Indemnified Party shall not exceed INR 2,60,00,000. For the avoidance of doubt, the indemnity under this Clause 6 shall be the sole remedy of the Indemnified Parties against the Seller arising out of or in connection with this Agreement.
- 6.3 The Indemnified Party shall, within 10 (Ten) Business Days of becoming aware of any matter or circumstance that may give rise to an indemnity claim (“**Indemnity Notification Timeline**”), give a written notice to the Indemnifying Party specifying in reasonable detail the matter which gives rise to the Loss, and the amount claimed in respect thereof (“**Indemnity Notice**”). Provided that, any delay by an Indemnified Party to provide the Indemnity Notice shall not relieve the Indemnifying Party of its indemnification obligations under this Agreement, provided however that, the liability of the Indemnifying Party shall stand reduced to the extent that the delay of the Indemnified Party(ies) in informing the Indemnifying Party about such indemnity claim within the Indemnity Notification Timeline (A) increases the Loss in respect of such indemnity claim, or (B) in any other manner that prejudices the Indemnifying Party, including by hindering the Indemnifying Party from mitigating/remedying the Loss, if such Loss is capable of being remedied. The Indemnifying Party may choose to either: (i) accept the indemnity claim in writing; or (ii) dispute the indemnity claim and accordingly deliver a written response (“**Response Letter**”) to the Indemnified Party within 15 (fifteen) days from the date of the receipt of the Indemnity Notice by the Indemnifying Party. If the Indemnifying Party agrees in writing to any claim set out in an Indemnity Notice, in whole or in part, it shall pay to the Indemnified Party an amount equal to such agreed portion within 60 (sixty) days of receipt of such Indemnity Notice. If the Indemnifying Party does not accept all or a portion of the claim, or fails to make payment within such period, the dispute shall be settled in accordance with Clause 9 (*Dispute Resolution*).
- 6.4 Any indemnity amounts payable to an Indemnified Party under this Agreement shall be without withholding or deduction of any taxes. If any withholding or deduction or payment of tax is required to be made under the IT Act, the Indemnifying Party shall, at the same time as the sum which is the subject of the payment, deduction or withholding is payable, make a payment of such additional amount to the Indemnified Party, as shall be required to ensure that the net amount received by such Indemnified Party is equal to the full amount that would have been received by it, had no such deduction or withholding or payment been required to be made. It is clarified that in the event any indemnity payments are held to be taxable in the hands of the Indemnified Party (or the designated nominee of the Indemnified Party, as the case may be) under any the IT Act, then all such taxes shall be borne solely by the Indemnifying Party.
- 6.5 The Indemnified Party shall take all reasonable steps to mitigate any Losses, including to the extent required by applicable Law. The Indemnifying Party shall not be liable in respect

of an indemnity claim to the extent that such indemnity claim has arisen, solely due to any negligence, misconduct, or default by the Indemnified Party(ies).

- 6.6 The Indemnifying Party may assume the defense of any proceeding in connection with a matter or circumstance that may give rise to an indemnity claim. The Indemnified Party shall keep the Indemnifying Party reasonably informed of any claim or proceeding by any Governmental Authority or third party for which indemnity is sought and shall provide drafts of all proposed submissions, correspondence, filings, statements, and other materials. If the Indemnifying Party has not assumed defence, it shall have a reasonable opportunity to review and comment before submission, and the Indemnified Party shall consider such comments in good faith and not unreasonably withhold, condition, or delay acceptance of any reasonable, non-prejudicial, risk-mitigating comments.
- 6.7 Notwithstanding anything to the contrary contained herein or elsewhere, the Indemnified Party shall not be entitled to make an indemnity claim for actual Losses for breach of any: (i) Fundamental Warranty and/ or covenant under this Agreement, after (a) 24 (twenty-four) months from the Completion Date; or (b) listing of the Company pursuant to the IPO, whichever is earlier; and (ii) Tax Warranty under this Agreement, after 3 (three years from the end of financial year in which Completion takes place (“**Indemnity Claim Period**”). The Indemnifying Party shall not be liable to indemnify any Indemnified Party for any indemnity claim made under this Agreement beyond the Indemnity Claim Period, provided that if any indemnity claim is made within the Indemnity Claim Period, then such claim shall survive the Indemnity Claim Period.
- 6.8 The Indemnified Party shall: (i) not be entitled to claim for any punitive or special loss, loss of goodwill, or for any indirect or consequential loss; and (ii) 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, the Indemnifying Party shall not be liable to pay unless and until such contingent liability (excluding any interim payment required to be made of taxes, interest, penalty etc) gives rise to an actual obligation to make a payment. The Parties waive and relinquish any right of set off or counterclaim, deduction or retention which the Indemnified Party might otherwise have in respect of any claim against or out of any payments which the Indemnified Party may be obliged to make to the Indemnifying Party. Subject to the terms of this Agreement (including the limitations of liability set out herein), the Indemnified Party shall not be required to go out-of-pocket in respect of any Loss.
- 6.9 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 any reasonable 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) promptly 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 as the Indemnifying Party may require 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 any reasonable costs of recovery).

## 7. **CONFIDENTIALITY**

- 7.1 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, (a) 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 (b) 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, to the extent possible and permissible.
- 7.2 Nothing in Clause 7.1 shall restrict any Party from disclosing Information for the following purposes: (a) to the extent that such Information is in the public domain other than by breach of this Agreement; (b) to the extent that such Information is required to be disclosed by any applicable Law, to any Governmental Authority to whose jurisdiction such Party or its Affiliate is subject or with whose instructions it is customary to comply; (c) 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; (d) to the shareholders, investors or potential investors (and their employees, directors, etc.) of the Purchaser or the Seller (as the case may be); (e) to Purchaser’s Affiliates and the Seller’s Affiliates; (f) to any fund managers, trustees, general partners or limited partners of the Purchaser or the Seller or any of their Affiliates; (g) any security trustees, lenders of the Purchaser and/or the Seller, to the extent relevant; (h) 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 advisers or the Affiliates of the relevant Party treat such Information as confidential. For the avoidance of doubt, it is clarified that disclosure of Information to such employees, directors or professional advisers or the 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 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 Law.

## 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 (“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.

## 10. NOTICES

10.1 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 10.1, a notice shall be deemed to be effective, (a) in the case of a registered mail, 7 (seven) days after posting, (b) in case of courier, 2 (two) days after dispatch by the Party, (c) 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 (d) in case of personal delivery, at the time of delivery:

(i) If to Purchaser:

(a) Name: NEO DIGITAL INVESTMENTS LIMITED

(b) Address: C/o IQ EQ Fund Services (Mauritius) Ltd, 33 Edith Cavell Street, Port Louis, Mauritius.

(c) Attention: Ashika Luchmun

(d) E-mail: ashika.luchmun@iqeq.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.

## 11. TERM AND TERMINATION

### 11.1 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 11.2.

### 11.2 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*), 7 (*Confidentiality*), 8 (*Governing Law*), 9 (*Dispute Resolution*), 10 (*Notices*), 11 (*Term and Termination*) and 12.8 (*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.

## 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 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.

- 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 **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.
- 12.6 **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 the Seller 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 Purchaser, subject to such assignee Affiliate being bound and able, to discharge the liabilities and obligations of the assignor/ Seller, as set out in this Agreement.
- 12.7 **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.
- 12.8 **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 Parties shall equally bear the stamp duty payable on this Agreement and on the transfer of shares.
- 12.9 **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.
- 12.10 **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, such waiver or consent shall be deemed to have been duly and validly procured from the date of execution of this Agreement. It is clarified that the Purchaser shall continue

to be bound by the aforementioned deemed consent or waiver even if the price band at which the IPO is proposed to be consummated is lesser than the Purchase Consideration on a per Share basis. However, Purchaser confirms that their participation in the IPO, if intended, shall be in accordance with applicable Law, including the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be duly executed by their duly authorised representatives on the date and year first hereinabove written.

*[Signature Pages follow]*

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



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Authorised Signatory

Name: Jonathan Robert Mills

**For and on behalf of Neo Digital Investments Limited,**



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Authorised Signatory

Name: Jayrao Dhondee

**SCHEDULE I**  
**SELLER AND SALE SHARES**

<b>S. No.</b>	<b>Amount of Purchase Consideration (in INR)</b>	<b>Number of Sale Shares</b>	<b>Price per Sale Share (in INR)</b>
1.	500,000,202	474,834	1,053