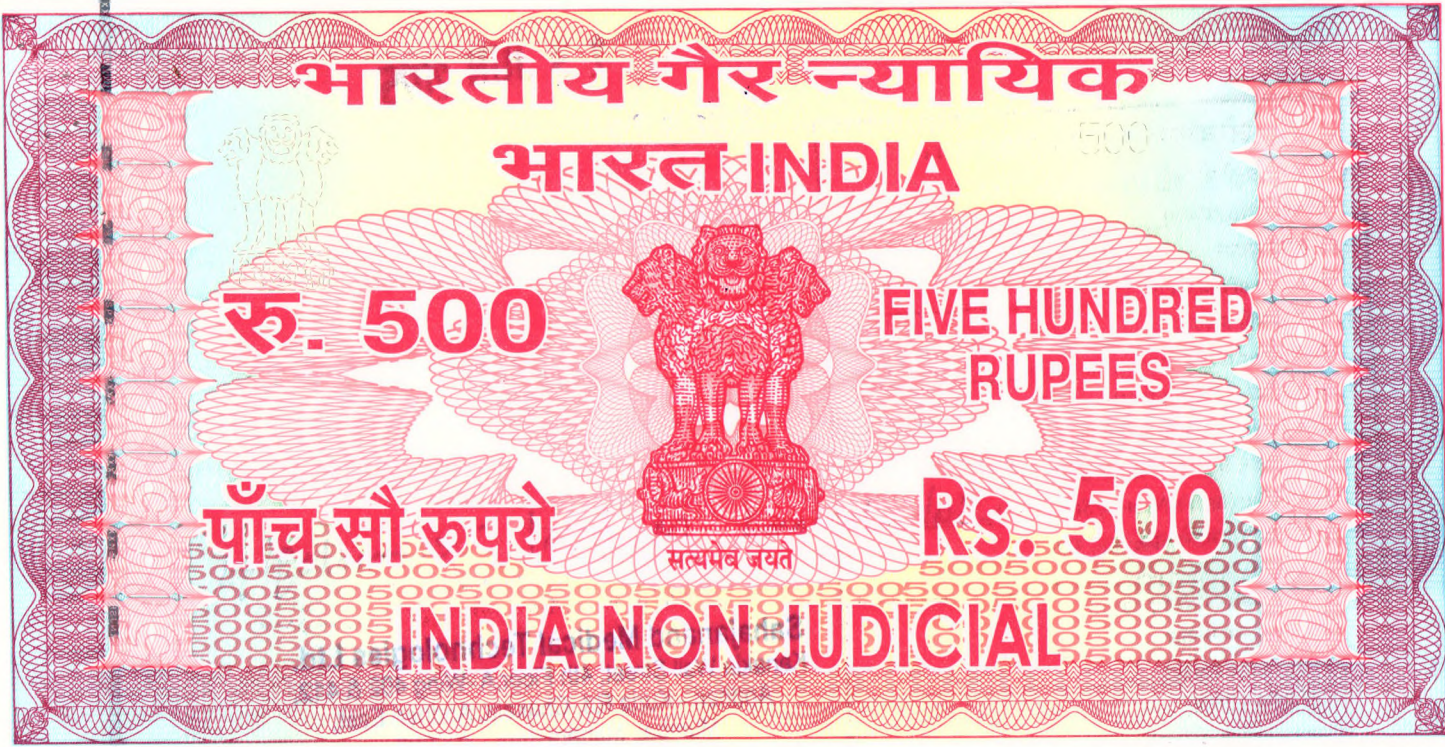




महाराष्ट्र MAHARASHTRA

2024

DC 838002



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE WAIVER CUM AMENDMENT AGREEMENT TO THE SHAREHOLDERS AGREEMENT DATED DECEMBER 19, 2017 READ WITH THE DEED OF ADHERENCE DATED FEBRUARY 23, 2021 AND ADDENDUM AND AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED JANUARY 12, 2023, DATED JULY 25, 2025, BY AND AMONGST SAHAJANAND MEDICAL TECHNOLOGIES LIMITED, NHPEA SPARKLE HOLDING B.V., SAMARA CAPITAL MARKETS HOLDING LIMITED, KOTAK PRE-IPO OPPORTUNITIES FUND AND PERSONS AND ENTITIES LISTED IN SCHEDULE 1

23 JUN 2025

352990

23/06/25



जोहानन्द - B/A - Annexure-1.	
१. मुद्रांक विहारी नोंदवरी अनु. क्रमांक/दिनांक (Serial No./Date)	
२. दस्तऐवज प्रकार (Nature of document)	
३. दस्त नोंदवरी कारणाचे वर्गीकरण (Whether it is to be registered or not)	
४. विक्रयवरील शीटवरील वर्णन (Property Description in brief)	
५. मुद्रांक विक्रेता वेंचण्याचे नाव व स्वाक्षरी (Stamp Purchaser's Name & Signature)	Sahajanand Medical Technologies Ltd.
६. हस्तोपस्थानास स्वतः पाहणे, पत्ता, स्वाक्षरी (If filitroug, owner, person's name, Name, Address & Signature)	
७. मुद्रांक विक्रेत्याचे नाव (Name of the Party)	
८. मुद्रांक मुद्रांक रक्कम (Stamp Duty Amount)	
९. प्रत्येक विक्रेताक मुद्रांक विक्रेत्याची स्वाक्षरी न मारवता शिवाय समेच श्री. साहजानन्द चिंचोळकर मुद्रांक विक्रेत्याचे शिवाय पत्ता १२०२०१०, दास्तासोपारा ज्या कारणासाठी यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केला/मुद्रांक न मारवता वापरणे बंधनकारक आहे.)	

Sahajanand Medical Technologies Ltd.
Kanakia Wall Street, 4th Floor, A-Wing 402 & 412,
Andheri - Kurla Rd, Chakala, Andheri East,
Mumbai, Maharashtra - 400093.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE WAIVER CUM AMENDMENT AGREEMENT TO THE SHAREHOLDERS AGREEMENT DATED DECEMBER 19, 2017 READ WITH THE DEED OF ADHERENCE DATED FEBRUARY 23, 2021 AND ADDENDUM AND AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED JANUARY 12, 2023, DATED JULY 25, 2025, BY AND AMONGST SAHAJANAND MEDICAL TECHNOLOGIES LIMITED, NHPEA SPARKLE HOLDING B.V., SAMARA CAPITAL MARKETS HOLDING LIMITED, KOTAK PRE-IPO OPPORTUNITIES FUND AND PERSONS AND ENTITIES LISTED IN SCHEDULE 1



महाराष्ट्र MAHARASHTRA

© 2024 ©

DC 838003



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE WAIVER CUM AMENDMENT AGREEMENT TO THE SHAREHOLDERS AGREEMENT DATED DECEMBER 19, 2017 READ WITH THE DEED OF ADHERENCE DATED FEBRUARY 23, 2021 AND ADDENDUM AND AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED JANUARY 12, 2023, DATED JULY 25, 2025, BY AND AMONGST SAHAJANAND MEDICAL TECHNOLOGIES LIMITED, NHPEA SPARKLE HOLDING B.V., SAMARA CAPITAL MARKETS HOLDING LIMITED, KOTAK PRE-IPO OPPORTUNITIES FUND AND PERSONS AND ENTITIES LISTED IN SCHEDULE 1

23 JUN 2025

352991

23/06/25

जोडपत्र-२/Annexure-II

१. मुद्रांक विक्री नोंदवही अर्. क्रमांक-२/वि.१४४
(Serial No./Date)

२. दस्ताचा प्रकार
(Nature of document)

३. दस्त नोंदणी करण्यात येणार आहे
(Whether it is to be registered)

४. मालकीचे वर्णन
(Property Description)

५. मुद्रांक विक्री घेणाऱ्याचे नाव व स्वाक्षरी
(Stamp Purchaser's Name & Signature)

६. हस्त असल्यास त्याचे नाव, पत्ता व स्वाक्षरी
(If through, owner, person through
Name, Address & Signature)

७. दुसऱ्या पक्षकाराचे नाव
(Name of the Party)

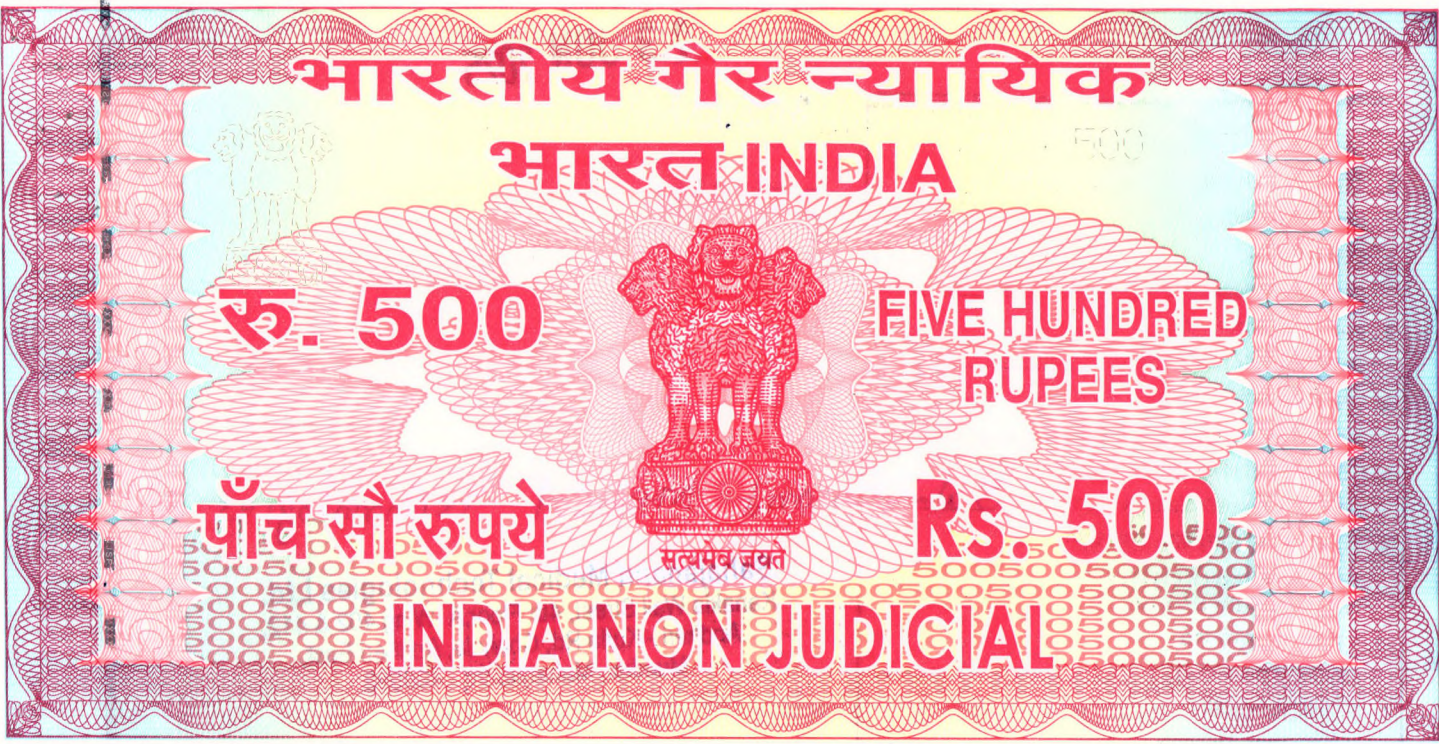
८. मुद्रांक शुल्क रक्कम
(Stamp Duty Amount)

९. परवानाधारक मुद्रांक विक्रीत्याची सही
व परवाना क्रमांक तसेच श्री. सौ. सौ. चिंचोळकर
मुद्रांक विक्रीचे ठिकाण/पत्ता १२०२०१०, सलासेपारा
(ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.)

Sahajanand Medical Technologies Ltd.

Sahajanand Medical Technologies Ltd.
Kanakia Wall Street, 4th Floor, A-Wing 402 & 412,
Andheri - Kurla Rd, Chakala, Andheri East,
Mumbai, Maharashtra - 400093.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE WAIVER CUM AMENDMENT AGREEMENT TO THE SHAREHOLDERS AGREEMENT DATED DECEMBER 19, 2017 READ WITH THE DEED OF ADHERENCE DATED FEBRUARY 23, 2021 AND ADDENDUM AND AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED JANUARY 12, 2023, DATED JULY 25, 2025, BY AND AMONGST SAHAJANAND MEDICAL TECHNOLOGIES LIMITED, NHPEA SPARKLE HOLDING B.V., SAMARA CAPITAL MARKETS HOLDING LIMITED, KOTAK PRE-IPO OPPORTUNITIES FUND AND PERSONS AND ENTITIES LISTED IN SCHEDULE 1



महाराष्ट्र MAHARASHTRA

© 2024 ©

DC 838005



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE WAIVER CUM AMENDMENT AGREEMENT TO THE SHAREHOLDERS AGREEMENT DATED DECEMBER 19, 2017 READ WITH THE DEED OF ADHERENCE DATED FEBRUARY 23, 2021 AND ADDENDUM AND AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED JANUARY 12, 2023, DATED JULY 25, 2025, BY AND AMONGST SAHAJANAND MEDICAL TECHNOLOGIES LIMITED, NHPEA SPARKLE HOLDING B.V., SAMARA CAPITAL MARKETS HOLDING LIMITED, KOTAK PRE-IPO OPPORTUNITIES FUND AND PERSONS AND ENTITIES LISTED IN SCHEDULE 1

23 JUN 2025

352993

23/06/25



जोडपत्र-२/Annexure-2

१. मुद्रांक विक्री नोंदवही अतः क्र. ४४-२/२३४४
(Serial No./Date)

२. वस्तुचा प्रकार
(Nature of document)

३. दस्त नोंदणी करणारा आहे
(Whether it is to be registered)

४. मालकीचे वर्णन
(Property Description in brief)

५. मुद्रांक विक्री घेणाऱ्याचे नाव व सही
(Stamp Purchaser's Name & Signature) **Sahajanand Medical Technologies Ltd**

६. मूलतः प्राप्त करणाराचे नाव, पत्ता व सही
(If through, owner, person (Name, Address & Signature))

७. दुसऱ्या पक्षकाराचे नाव
(Name of the Party)

८. मुद्रांक शुल्क रक्कम
(Stamp Duty Amount)

९. परवानाधारक मुद्रांक विक्रीत्याची सही
व परवाना हस्ताक्षर तसेच श्री. शैलेश चिंचोळेकर
मुद्रांक विक्रीचे ठिकाण/पत्ता १२०२०१०, सात्तासोपारा
(आपला मुद्रांक विक्री घेण्यासाठी यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यामुळे व महिन्यात दाखरणे बंधनकारक आहे.)

Sahajanand Medical Technologies Ltd.
Kanakia Wall Street, 4th Floor, A-Wing 402 & 412,
Andheri - Kurla Rd, Chakala, Andheri East,
Mumbai, Maharashtra - 400093.



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE WAIVER CUM AMENDMENT AGREEMENT TO THE SHAREHOLDERS AGREEMENT DATED DECEMBER 19, 2017 READ WITH THE DEED OF ADHERENCE DATED FEBRUARY 23, 2021 AND ADDENDUM AND AMENDMENT AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED JANUARY 12, 2023, DATED JULY 25, 2025, BY AND AMONGST SAHAJANAND MEDICAL TECHNOLOGIES LIMITED, NHPEA SPARKLE HOLDING B.V., SAMARA CAPITAL MARKETS HOLDING LIMITED, KOTAK PRE-IPO OPPORTUNITIES FUND AND PERSONS AND ENTITIES LISTED IN SCHEDULE 1

WAIVER CUM AMENDMENT AGREEMENT

**TO THE SHAREHOLDERS AGREEMENT DATED DECEMBER 19, 2017 READ WITH THE DEED
OF ADHERENCE DATED FEBRUARY 23, 2021 AND ADDENDUM AND AMENDMENT
AGREEMENT TO THE SHAREHOLDERS' AGREEMENT DATED JANUARY 12, 2023**

DATED JULY 25, 2025

BY AND AMONGST

SAHAJANAND MEDICAL TECHNOLOGIES LIMITED

AND

NHPEA SPARKLE HOLDING B.V.

AND

SAMARA CAPITAL MARKETS HOLDING LIMITED

AND

KOTAK PRE-IPO OPPORTUNITIES FUND

AND

PERSONS AND ENTITIES LISTED IN SCHEDULE I

This **WAIVER CUM AMENDMENT AGREEMENT** (the “**Amendment Agreement**”) to the shareholders’ agreement dated December 19, 2017, read with the deed of adherence dated February 23, 2021 and the addendum and amendment agreement to the shareholders’ agreement dated January 12, 2023 (together the “**Shareholders’ Agreement**”), is executed on this 25th day of July, 2025, at Mumbai, India, by and amongst:

1. **SAHAJANAND MEDICAL TECHNOLOGIES LIMITED**, a company incorporated in India with corporate identification number U33119GJ2001PLC040121 and having its registered office at Sahajanand Estate, Wakharia Wadi near Dabholi Char Rasta, Nani Ved, Ved Road, Surat, Gujarat — 395004 and corporate office at 402 & 412, A-Wing, 4th Floor, Kanakia Wall Street, Andheri - Kurla Road, Andheri (East), Chakala MIDC, Mumbai, Maharashtra - 400093 (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) **OF THE FIRST PART;**
2. **NHPEA SPARKLE HOLDING B.V.**, a company incorporated under the laws of Netherlands (registration number 66721733) and having its registered office at Basisweg 32, 1043AP, Amsterdam, The Netherlands (hereinafter referred to as “**NHPEA**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) **OF THE SECOND PART;**
3. **SAMARA CAPITAL MARKETS HOLDING LIMITED.**, incorporated as a private category I global business company under the laws of the Republic of Mauritius, having its place of business at 6th Floor, Two Tribeca, Tribeca Central, Trianon, 72261, Mauritius (hereinafter referred to as “**Samara**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) **OF THE THIRD PART;**
4. **KOTAK MAHINDRA TRUSTEESHIP SERVICES LIMITED**, having its office at 27 BKC, 6th Floor, Plot No. C-27, "G" Block Bandra-Kurla Complex, Bandra (East), Mumbai, Maharashtra - 400051, India, acting for and on behalf of **KOTAK PRE-IPO OPPORTUNITIES FUND**, a scheme of **KOTAK ALTERNATE ASSETS FUND II**, a SEBI registered alternative investment fund, under SEBI (Alternative Investments Funds Regulations), 2012, bearing registration number IN/AIF2/18-19/0605, in its capacity as the sole trustee of Kotak Alternate Assets Fund II and acting through its investment manager, **KOTAK INVESTMENT ADVISORS LIMITED**, having its registered office at 27 BKC, 7th Floor, Plot No. C-27, "G" Block, Bandra- Kurla Complex, Bandra (East), Mumbai, Maharashtra - 400051, India (hereinafter referred to as “**Kotak**” or “**New Investor**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns) **OF THE FOURTH PART; AND**
5. **PERSONS AND ENTITIES LISTED IN SCHEDULE 1 HERETO.**, (hereinafter collectively referred to as the “**Company Shareholders**” and individually as a “**Company Shareholder**”, which expression shall, unless repugnant to or inconsistent with the context, mean and include each of their respective heirs, administrators and executors) **OF THE FIFTH PART;**

Each of Samara and NHPEA shall be individually referred to as an “**Existing Investor**” and collectively as the “**Existing Investors**”.

Kotak is referred to as the “**New Investor**” and together with the Existing Investors, the “**Investors**” and each of the Investors individually, shall be referred, as an “**Investor**”.

The Investors, the Company Shareholders and the Company shall be collectively referred to as “**Parties**”, and each, individually, as a “**Party**”.

WHEREAS:

- A. The Company, the Investors and the Company Shareholders, had entered into the shareholders' agreement dated December 19, 2017 which was supplemented by the deed of adherence dated February 23, 2021 and amended by the addendum & amendment agreement dated January 12, 2023, to the shareholders’ agreement. The Shareholders’ Agreement was amended pursuant to an amendment agreement dated September 16, 2021, executed between the Company, the Existing Investors and the shareholders of the Company (“**Erstwhile SHA Amendment**”) for the proposed listing of its Equity Shares on the recognised stock exchanges (“**Previous IPO**”) as per the terms set out thereunder. The

Erstwhile SHA Amendment stood automatically terminated in its entirety on the account of non-occurrence of Previous IPO.

- B. The Parties acknowledge that the Company is proposing, subject to receipt of necessary approvals, market conditions, to undertake an initial public offering of its equity shares bearing face value of ₹1 each (“**Equity Shares**”) through an offer for sale by certain existing shareholders (“**Selling Shareholders**”, such offer for sale, the “**Offer for Sale**”) in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (“**SEBI ICDR Regulations**”), the Companies Act, 2013, and rules notified thereunder, each as amended and other Applicable Law (“**Proposed IPO**”). Pursuant to the terms and conditions of the Proposed IPO and subject to receipt of relevant regulatory approvals, the Equity Shares are proposed to be listed on BSE Limited (“**BSE**”) and National Stock Exchange of India Limited (“**NSE**”, and together with BSE, the “**Stock Exchanges**”). Subject to the terms of the Shareholders’ Agreement, the Proposed IPO may include a reservation of certain Equity Shares for subscription by eligible employees in terms of the SEBI ICDR Regulations.
- C. The Company is in the process of filing the draft red herring prospectus (“**Draft Red Herring Prospectus**” or “**DRHP**”) with the Securities and Exchange Board of India (“**SEBI**”) and the Stock Exchanges and will file the red herring prospectus (“**RHP**”) and the Prospectus (“**Prospectus**”) with the Registrar of Companies, Gujarat at Ahmedabad (“**RoC**”) and subsequently with SEBI and the Stock Exchanges in relation to the Proposed IPO, in accordance with Applicable Law.
- D. The board of directors of the Company (“**Board**”) has authorized the Proposed IPO pursuant to the resolution dated February 13, 2025.
- E. Each of the Selling Shareholders have, severally and not jointly, consented to participate in the Proposed IPO by way of the Offer for Sale of their respective portion of Equity Shares as determined by such Selling Shareholder as per the offer agreement (including any amendments thereof) to be entered into amongst the Company, the Selling Shareholders and the book running lead managers, for the purposes of the Proposed IPO (“**Offer Agreement**”).
- F. In order to facilitate the Proposed IPO, and as required under Applicable Law, the Parties have decided to (i) waive and amend certain terms of the Shareholders’ Agreement; and (ii) provide their respective consent and / or waiver to certain actions under the terms of the Shareholders’ Agreement in terms of the provisions mentioned hereunder, to the extent applicable to each such Party.
- G. For the sake of clarity, the Parties agree that the Proposed IPO falls within the meaning of a ‘QIPO’ in terms of the Shareholders’ Agreement, as amended by this Amendment Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, it is hereby agreed by and between the Parties as under:

1. DEFINITIONS, INTERPRETATION AND EFFECTIVENESS

- 1.1 Unless the context otherwise requires, capitalized terms used in any part of this Amendment Agreement, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the same meanings as ascribed to such respective terms in the Shareholders’ Agreement.
- 1.2 The provisions of this Amendment Agreement are solely for the purposes of enabling the Company to undertake the Proposed IPO (without limiting in any manner, any other provision of the Shareholders’ Agreement, or the rights available to the Parties under the Shareholders’ Agreement in connection with any public offering of the Equity Shares of the Company other than the Proposed IPO) and shall come into effect and be binding on and from date of filing of the DRHP with the SEBI by the Company in relation to the Proposed IPO (the “**Effective Date**”). In case the Consummation of the QIPO does not happen on or before Long Stop Date (*defined hereinafter*), (i) the Amendment Agreement shall be deemed to be automatically terminated and the provisions of the Shareholders’ Agreement as amended pursuant to this Amendment Agreement shall be deemed to be null and void, having no effect and validity; (ii) the Shareholders’ Agreement will be made effective in its entirety as it was prior to the Effective Date and shall immediately and automatically stand re-instated with full force and effect,

without requiring any further action of the Parties, and shall be deemed to have been in force during the period between the execution of this Amendment Agreement and the date of its termination, without any break or interruption whatsoever.

- 1.3 The Parties also understand and agree that, except to the extent as amended or modified pursuant to this Amendment Agreement, all rights and obligations of the Parties under the Shareholders' Agreement shall remain as currently provided for under the Shareholders' Agreement.

2. AMENDMENTS

- 2.1 The definition of 'Promoters' in Clause 1.1 of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

"Promoters" shall mean promoters of the Company, being, Bhargav Dhirajlal Kotadia, Dhirajlal Vallabhbbhai Kotadia, Priyanka Dhirajlal Cohen and Shree Hari Trust.

- 2.2 The definition of 'QIPO Price' in Clause 1.1 of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

*"QIPO Price" shall mean the price at which the Equity Shares are offered to the public pursuant to the QIPO, **which will be determined in accordance with Applicable Law.***

- 2.3 The following definition of 'Consummation of the QIPO' and 'Long Stop Date' shall be, and is hereby inserted as follows in Clause 1.1 of the Shareholders' Agreement:

"Consummation of the QIPO" shall mean the date of listing and commencement of trading of the Equity Shares on the stock exchanges after receipt of final listing and trading approval by the Company from the stock exchanges on which listing and trading is proposed pursuant to the QIPO."

"Long Stop Date" shall mean 12 months from the date of receipt of the final observations from SEBI on the draft red herring prospectus filed by the Company in relation to the QIPO or such other date as may be mutually decided by the Parties.

- 2.4 The definition of 'Encumbrance' in Clause 1.1 of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

*"Encumbrance" shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, security interest or other encumbrance of any kind securing or conferring any priority of payment in respect of any obligation of any Person, including any right granted by a transaction which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) any proxy, power of attorney, voting trust agreement, interest in favour of any Person; (iii) any adverse claim as to title, possession or use, conditional sale agreement, trust (other title exception of whatsoever nature); and (iv) other encumbrance of any kind or a contract or arrangement to give or refrain from giving any of the foregoing, and the term "Encumber" shall be construed accordingly. **Provided that the restrictions under this clause shall not apply in respect of any lock-in to be created on the equity shares held by the Promoters in terms of SEBI ICDR Regulations for the QIPO.***

- 2.5 Clause 6.1.2 (Permitted Transfers by Investors) of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

***Subject to Applicable Law** and Clause 6.1.3, Clause 6.3 and Clause 6.4, each of the Investors and Kotak shall have the right to Transfer all or any part of the Investor's Securities to any Person"*

- 2.6 After Clause 6.1.8 (Permitted Transfers by Investors) of the Shareholders' Agreement, a new Clause 6.1.9 shall be added as follows:

“6.1.9 Provided that nothing in clause 6.1.1, 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7 and 6.1.8, shall apply to any transfer of Equity Shares held by the Investors in the QIPO to be undertaken by the Company in accordance with Applicable Law and restrictions contemplated in QIPO related agreements.”

- 2.7 Clause 6.2.1 (Transfer to Affiliate) of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

Subject to Applicable Law, each Investor and/or Kotak may at any time, subject to the provisions of this Agreement, Transfer all or any of the Investor's Securities together with all rights and obligations attached to such Securities to one or more of its Affiliates provided that (i) the transferring Investor shall however be required to deliver to the Promoters and the other Investor a prior written notice specifying the identity of the transferee Affiliate (including the relationship of the transferring Investor and such Affiliate) and details of the proposed Transfer; and (ii) the Affiliate, prior to the Securities being Transferred in the name of the Affiliate, agrees and undertakes to be bound to the terms and conditions of this Agreement and executes a Deed of Adherence.

- 2.8 Clause 7.1.2 (iii) (QIPO) of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

Notwithstanding anything to the contrary contained in Clause 7.1.1, the Company shall, on a best endeavour basis, provide an exit to Kotak and the Investors within 3 (three) years from the Kotak Completion Date by way of a QIPO **or such other date as may be mutually agreed between the Parties in writing.**

- 2.9 Clause 7.1.2 (v) (QIPO) of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

Subject to Applicable Law, out of the total number of Equity Shares offered by the Company in a QIPO, the Investors shall have the right to offer such number of the Equity Shares held by each of them in the Company on a Fully Diluted Basis, as may be mutually agreed between the Investors.

- 2.10 Clause 7.1.2(vi) (QIPO) of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

Subject to the provisions of this Clause 7.1.2, the Parties expressly confirm that all decisions in relation to the QIPO, including the QIPO size shall be as approved by the Board **or any committee of the Board authorised in this regard.**

- 2.11 Clause 7.1.2 (vii) (QIPO) of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

Subject to Applicable Law, the costs and expenses for the QIPO shall be borne by the Company and the selling shareholders in the manner set out in the agreements to be entered into in connection with the QIPO.

- 2.12 Clause 7.2 (Put Option) of the Shareholders’ Agreement shall be, and hereby is, deleted in its entirety.

- 2.13 Clause 7.3. (Buy-back) of the Shareholders’ Agreement shall be, and hereby is, deleted in its entirety.

- 2.14 Clause 7A (ii) (Joint Buy Back) of the Shareholders’ Agreement shall be, and hereby is, deleted in its entirety.

- 2.15 Clause 10.1. (Supervision and Constitution of Board of Directors) of the Shareholders’ Agreement shall be, and hereby is, amended in the manner set forth below:

10.1.1 The Company shall be managed by the Board which shall be responsible for the overall direction, supervision and day to day management of the Company.

10.1.2 On the Effective Date, the composition of the Board of the Company shall be determined as follows:

“Subject to Applicable Law, but subject to Clause 7.1.2(viii), the Board shall comprise a maximum of **fifteen (15)** Directors with the Promoters being entitled to appoint five (5) Promoter Directors, Samara being entitled to appoint two (2) Samara Directors, NHPEA being entitled to appoint two (2) NHPEA Directors, and Kotak being entitled to appoint one (1) Kotak Directors. Subject to Clause 7.6, in the event of a change in shareholding of a Party exceeding 10% (ten per cent) of the paid-up share capital of the Company, on a Fully Diluted Basis, calculated immediately prior to such change, the number of Directors to be appointed to the Board by each Shareholder shall be proportionately to their shareholding in the Company immediately after such change. In the event the proportionate number arrived at is a fraction, then the number of Directors to be appointed by a Shareholder shall be the number rounded off to the nearest highest whole number”.

Further, the Board shall also have such other number of non-executive directors, including independent Directors (as such term is understood under the Act) as may be required to comply with the Applicable Law, including the Act and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.

10.1.2A Subject to Applicable Law, including the provisions of the Act and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI Listing Regulations”), the Company shall undertake to place the following in its Articles of Association in the first general meeting of its shareholders after Consummation of the QIPO for their approval by way of a special resolution:

“NHPEA Sparkle Holding B.V. and Samara Capital Markets Holding Limited, severally and not jointly, till they hold 10% or more of the issued and paid-up equity share capital (on a fully diluted basis) of our Company post completion of the Proposed IPO, they will be entitled to nominate, severally and not jointly, one Director each on our Board. The Promoters shall be entitled to appoint up to a maximum of three Directors on the Board.”

10.1.2B In accordance with Applicable Law, after the Consummation of the QIPO, each Party shall take all necessary steps and perform all necessary actions as may be required from such Party, including to convene an annual general meeting or an extraordinary general meeting, as applicable, and the Company shall introduce a proposal for an amendment to the Articles of Association to give effect to Clause 10.1.2A (in the form and manner agreed in Clause 10.1.2A), subject to receipt of the approval of the shareholders of the Company by way of a special resolution at the first general meeting held after the Consummation of the QIPO”

10.1.3 The Directors shall be eligible to retire by rotation in accordance with Section 152(6) of the Companies Act, 2013. However, the Directors appointed by the Investors shall not be eligible to retire by rotation unless otherwise agreed to amongst the Promoters and each Investor.”

10.1.4 Each Investor shall at all times be entitled to appoint one (1) non-voting observer (“**Observer**”) to attend all meetings of the Board or committees of the Board who may participate in the discussion at the meetings of the Board or the committees of the Board, provided however that the Observer shall not have a right to vote at any such meetings of the Board or committees of the Board and his / her views shall not be taken on record by the Board or committee of the Board.

10.1.5 No Director nominated by any Shareholder shall be entitled to receive any sitting fees for attending the meetings of the Board or committees of the Board. The Company shall reimburse all Directors in respect of all expenses reasonably incurred by them in connection with the performance of their duty as a Director of the Company.

10.1.6 Where any Director is convicted of an offence under Applicable Law (and pursuant to such conviction, the Director is sentenced for any term of imprisonment), such Director shall immediately resign from the Board.

- 2.16** Clause 10.8. (Chairperson, No casting vote) of the Shareholders’ Agreement shall be, and hereby is, substituted in its entirety with the following:

The chairman of a Board or Shareholder’ meeting shall be elected by the Board or Shareholders’ as required under Applicable Law.

- 2.17 Clause 10.9.1 (Committees) of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

Subject to Applicable Law, the Company shall, and the Promoters shall ensure that the Company shall, constitute committees to perform such functions as the Promoters may deem fit, provided that each committee shall have at least 1 (one) Promoter Director, 1 (one) Samara Director and 1 (one) NHPEA Director. The constitution of each committee shall be as decided by the Board in accordance with Applicable Law. The Board shall ensure that such committees shall be under the supervision of the Board and all the powers, functions and authorities delegated to such committees shall not be unconditional and absolute.

- 2.18 Clause 13 (ESOPs) shall be, and hereby is, substituted in its entirety with the following:

*The Company shall establish an employees' stock option plan ("ESOP") for the benefit of the KMPs **and other employees (as defined in the ESOP plan of the Company)** pursuant to which the Company shall issue employee stock options convertible into 2,300,000 (Two Million and Three Hundred Thousand) Shares **or such other number approved by the Board and Shareholders in accordance with the Shareholders' Agreement and Applicable Law** to the identified KMPs **and other employees (as defined in the ESOP plan of the Company)** (excluding Promoters and Promoters Permitted Affiliates) under the ESOP, consistent with Applicable Law and the policies framed by the Board in this regard. Any issue of employee stock options pursuant to this Clause 13 shall not be subject to provisions of Clause 4 and Clause 8 and the affirmative voting rights under Clause 12.2.5. It is hereby clarified that the 2,300,000 (Two million and three hundred thousand) Shares **or such other number approved by the Board and Shareholders in accordance with the Shareholders' Agreement and Applicable Law** to be allotted upon exercise of the employee stock options have been taken into account, and are reflected, in the shareholding pattern of the Company on the Second Completion in Part III of Schedule II.*

- 2.19 Clause 17.1 (Other Covenants) of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

Until such time as any of the Investors is a Shareholder in the Company, Mr. Bhargav Kotadia shall not resign as and shall be employed as director of the Company, devoting substantial time to the Business, save and except on account of his Disability or death. Mr. Bhargav Kotadia shall be restricted from being employed and/or appointed as an executive (including as an executive Director) in any other entity outside of the Company and its Subsidiaries without the consent of each Investor. It is however clarified that, subject to the provisions of this Clause 17.1 and Clause 21, Mr. Bhargav Kotadia shall not be restricted from carrying on any business or making any investments outside of the Company.

- 2.20 Clause 17.2 (Other Covenants) of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

Each of the members of the Kotadia Family agree and covenant to procure that the Private Family Trust complies with and adheres to the terms and provisions of this Agreement.

- 2.21 A new Clause 17.8A (Post-listing Policy Covenants and Information Sharing) shall hereby be inserted in the Shareholders' Agreement:

"The Company shall adopt the Post-listing Policy Covenants and Information Sharing Policy (as defined in this Clause 17.8A) through a resolution of the Board passed prior to filing a draft red herring prospectus in pursuance of a QIPO by the Company.

*For the purposes of this Clause 17.8A, "**Post-listing Policy Covenants and Information Sharing Policy**" shall mean the Company's policy on (i) ethical business and sanctionable practices and information sharing, as may be mutually agreed amongst the Parties; and (ii) sharing of information (and only to the extent set out in Clauses 15.3, 15.4, 17.9 and 17.10), subject at all times to Applicable Laws, including without limitation, the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended, with the Investors as may be requested by the Investors to comply with regulatory requirements under the applicable laws in which they operate, as may be mutually agreed amongst the Parties."*

- 2.22 Clause 20.2.1 (*Compulsory Termination*) of the Shareholders' Agreement shall be, and hereby is, substituted in its entirety with the following:

"20.2.1 This Agreement shall terminate automatically:

- (i) *by the mutual written consent of each Investor and the Promoters;*
- (ii) *upon Consummation of the QIPO of the Equity Shares of the Company pursuant to and in accordance with this Agreement.*

3. WAIVER OF RIGHTS

- I. Solely to the extent that they relate to facilitate the Offer, the Investors and the Company Shareholders, each to the extent applicable, hereby agree to waive from the Effective Date until the Long Stop Date or termination of this Amendment Agreement, whichever is earlier, which waivers are hereby acknowledged by the Parties to be in accordance with and in full compliance of the Shareholders' Agreement, certain of their respective rights and the corresponding obligations of the Company and other Parties, as applicable, under the following provisions of the Shareholders' Agreement and the corresponding provisions of the Articles of Association for the limited purpose of the Proposed IPO, as provided below:

- 3.1 Each Investor waives its right under 5.1.3, 5.1.4 (*Permitted Transfers by Promoters*), Clause 5.2 (*Investors' Tag Along Rights*), Clause 5.1.5(i) (*Transfer of Securities by the Promoters – Terms of such permitted Transfer*) of the Shareholders' Agreement, to the extent of transfer of (a) up to 2,700,000 Equity Shares by Dhirajkumar Savjibhai Vasoya; and (b) up to 2,700,000 Equity Shares by Shri Hari Trust, or subject to the consent of each of the Investors, such number of Equity Shares by each of them which does not trigger re-filing of the DRHP in terms of SEBI ICDR Regulations, through the Offer for Sale in the QIPO.
- 3.2 Each Investor and Company Shareholder waive its / his/her/ their right under Clause 6.3. (*Right of First Offer to Shareholders*) of the Shareholders' Agreement, in respect of and to the extent of transfer of Shares pursuant to participation in the Offer for Sale in the Proposed IPO.
- 3.3 Each Company Shareholder waives its / his / her right under Clause 6.4. (*Promoters' Tag Along Rights*) of the Shareholders' Agreement, in respect of and to the extent of transfer of Shares pursuant to participation in the Offer for Sale in the Proposed IPO.
- 3.4 Each Investor and Company Shareholder (to the extent applicable) waive its / his/her/ their right under Clause 7.1.2 (viii) (*QIPO*) of the Shareholders' Agreement.
- 3.5 Subject to Clause 7.3 of this Amendment Agreement, each Investor waives its right under Clause 7.1.3 (*QIPO*) of the Shareholders' Agreement.
- 3.6 Each Investor waive its right under Clause 7.4. (*Drag Right, Strategic Sale and Default Sale*) and Clause 7A(i) and (iii) (*Kotak Default Exit Rights*) of the Shareholders' Agreement in respect of and to the extent of transfer of Shares pursuant to the participation in the Offer for Sale in the Proposed IPO.
- 3.7 Each Investor and Company Shareholder waive its / his/her/ their right under Clause 7.8.1.(i) (*General Share Transfer Restrictions*) of the Shareholders' Agreement in respect of and to the extent of transfer of Shares pursuant to participation in the Offer for Sale in the Proposed IPO.
- 3.8 Each Investor and Company Shareholder (to the extent applicable) waive its / his/her/ their right under Clause 10.4 (*Quorum for a Board Meeting*) of the Shareholders' Agreement.
- 3.9 Each Investor and Company Shareholder (to the extent applicable) waive its / his/her/ their right under Clause 10.5 (*Resolutions and Decision Making*) of the Shareholders' Agreement, for the purposes of facilitating the Proposed IPO.
- 3.10 Each Investor and Company Shareholder (to the extent applicable) waive its / his/her/ their right under

Clause 10.6 (*Board of Directors*) of the Shareholders' Agreement, for the purposes of facilitating the Proposed IPO.

3.11 Each Investor (to the extent applicable) and Company Shareholders (to the extent applicable) waive its right under Clause 10.7 (*Meetings of the Board*) of the Shareholders' Agreement, for the purposes of facilitating the Proposed IPO only in connection with Clause 12.2.2, 12.2.5, 12.2.6, 12.2.12 of the Shareholders' Agreement.

3.12 Each Investor (to the extent applicable) waive its / his/her/ their right under Clause 11.2, 11.3, (*Shareholders' Meetings*) of the Shareholders' Agreement, to the extent such meetings are conducted for transacting agenda items pertaining to the QIPO that have been previously approved in writing by the Investors.

3.13 Clause 27.3 (*Assignment*) of the Shareholders' Agreement, in so far as they are related to general waiver of rights, to the extent of any transfers in the Offer for Sale by any Shareholders in the Proposed IPO.

II. Solely to the extent that they relate to facilitate the Offer, the Investors and the Company Shareholders, each to the extent applicable, hereby agree to waive from the date of filing the RHP until the Long Stop Date or termination of this Amendment Agreement, whichever is earlier, which waivers are hereby acknowledged by the Parties to be in accordance with and in full compliance of the Shareholders' Agreement, certain of their respective rights and the corresponding obligations of the Company and other Parties, as applicable, under the following provisions of the Shareholders' Agreement and the corresponding provisions of the Articles of Association for the limited purpose of the Proposed IPO, as provided below:

3.14 Each Investor waive its right under Clause 10.1.4 (*Right to appoint the observer and other observer related rights*) of the Shareholders' Agreement.

3.15 Each Investor and Company Shareholder (to the extent applicable) waive its / his/her/ their right under Clause 14 (*Budget*) of the Shareholders' Agreement.

3.16 Each Investor waive its right under Clause 15 (*Information Rights*) of the Shareholders' Agreement.

4. CONSENTS

Solely to the extent that it relates to facilitating the Proposed IPO, the Investors and the Company Shareholders, each to the extent applicable, hereby accord their consent as required under the following provisions of the Shareholders' Agreement and the corresponding provisions of the Articles of Association, as provided below:

4.1 In relation to Clause 5.1.1 (*Permitted Transfers by Promoters*) of the Shareholders' Agreement each Investor consents to the extent of transfer of (a) up to 2,700,000 Equity Shares by Dhirajkumar Savjibhai Vasoya; and (b) up to 2,700,000 Equity Shares by Shri Hari Trust, or subject to the consent of each of the Investors, such number of Equity Shares by each of them which does not trigger re-filing of the DRHP in terms of SEBI ICDR Regulations, through the Offer for Sale in the QIPO.

4.2 Following sub-clauses of Clause 12 (*Affirmative Voting Matters*) of the Shareholders' Agreement:

a) Sub-clause 12.2.2 (*modifying the composition of the Board of the Company*), 12.2.5 and 12.4.4 (*change in capital structure of the Company and transfer of securities of the Company*), 12.2.6 and 12.4.5 (*alteration of articles of association of the Company*), 12.2.10 and 12.4.6 (*amendment to the terms of the ESOP*), 12.2.12 and 12.4.7 (*QIPO related actions*), 12.2.21 and 12.4.8 (*entering into agreements to do any of the acts in relation to the points above*), of the Shareholders' Agreement.

b) Clause 22.2 (*Confidentiality*) and 23 (*Clause Announcements*) of the Shareholders' Agreement only for disclosure of summary of the terms of the Shareholders' Agreement and this Amendment Agreement (to the extent required to be disclosed in relation to the Proposed IPO under Applicable Law) in the Offer Documents and publicity material, statutory advertisements or any other document in connection with the Proposed IPO as may be required pursuant to Applicable Law; and to provide the Shareholders' Agreement and this Amendment Agreement as material contracts and documents for inspection in

terms of the SEBI ICDR Regulations and submission of copies of the Shareholders' Agreement and this Amendment Agreement to the registrar of companies and any other regulatory authority as may be required under Applicable Law. However, any statements made about the Investors and their Affiliates in any Offer Document and other QIPO related material will be subject to review and approval by the respective Investors. Further, the Parties agree that the consents of the Investors provided under this Clause 4.2 are subject to the Company or the Promoters not making any announcements in relation to the QIPO that contradicts any prior agreement with the Parties.

5. AMENDMENT OF THE ARTICLES OF ASSOCIATION

5.1 Prior to filing of the DRHP in relation to the Proposed IPO, the Company and the other Parties shall provide their approval to amend the Articles such that it would be presented in two parts, of which the first part shall conform to the requirements and directions provided by the Recognized Stock Exchanges, and shall contain such other articles as are required by a public limited company under Companies Act (hereinafter referred to as "**Part A**" of the Articles) and the second part shall contain the extant Articles, which comprise rights and obligations of the Shareholders as contained in the Shareholders' Agreement (hereinafter referred to as "**Part B**" of the Articles), as amended by the provisions of this Amendment Agreement (collectively "**Restated Articles**").

5.2 Until the Consummation of the QIPO, both Part A and Part B of the Articles shall, unless the context otherwise requires, co-exist with each other. In the event of any inconsistency between Part A of the Restated Articles and Part B of the Restated Articles, the provisions of Part B of the Restated Articles shall, subject to Applicable Law, prevail over Part A until Consummation of the QIPO. However, upon Consummation of the QIPO, Part B of the Restated Articles shall automatically stand deleted and shall not have any force and shall be deemed to be removed from the Articles, and the provisions of the Part A of the Restated Articles shall automatically come in effect and be in force, without any further corporate or other action by the Parties.

5.3 The Company further acknowledges to file the Restated Articles with the Registrar of Companies and any other regulatory authority as may be required for the Proposed IPO under the Applicable Law.

6. TERMINATION OF THIS AMENDMENT AGREEMENT

6.1 The Parties agree that this Amendment Agreement shall become effective and binding on the Parties on and from the Effective Date, and shall stand automatically terminated without any further action or deed required on the part of any Party, upon the earlier of the following dates:

(i) the date on which the Board decides not to undertake the Proposed IPO or decides to withdraw the Proposed IPO or any offer document filed with any regulator/ authorities in respect of a Proposed IPO, including any draft offer document filed with SEBI; or

(ii) the Long Stop Date; or

(iii) termination of the Shareholders' Agreement in accordance with the terms thereof.

6.2 With respect to any Party, this Amendment Agreement shall stand automatically terminated, without any further action or deed required on the part of any other Party, upon such Party ceasing to hold any Shares in the Company, subject to the surviving rights and obligations of such Party which accrue on or prior to the date of such Party ceasing to be a Shareholder.

6.3 In case of termination of this Amendment Agreement in accordance with Clause 6.1, all amendments to the Shareholders' Agreement and the Articles, under or pursuant to this Amendment Agreement, and any other action taken pursuant to this Amendment Agreement and all waivers and consents granted in connection with the Shareholders' Agreement (in relation to the Proposed IPO), shall automatically cease to have effect, and the Parties shall act in accordance with Clause 6 to give effect to the aforesaid.

6.4 The termination of this Amendment Agreement shall be without prejudice to the accrued rights and obligation of the Parties hereunder prior to such termination and nothing herein shall relieve any Party from its obligations or from any liability under the Shareholders' Agreement, save for any waivers and/or

consents provided under Clauses 3 and 4 of this Amendment Agreement.

- 6.5** In case of termination of this Amendment Agreement in accordance with Clause 6.1, the Parties agree that the provisions of the Shareholders' Agreement (as existing prior to the execution of this Amendment Agreement) shall: (i) immediately and automatically stand reinstated, with full force and effect, without any further action or deed required on the part of any Party; and (ii) be deemed to have been in force during the period between the Effective Date and the date of termination of this Amendment Agreement, without any break or interruption whatsoever, except for actions undertaken in compliance with this Amendment Agreement. Each Party severally agrees to take all necessary steps and perform all necessary actions, as may be required to give effect to the aforesaid including convening the meetings of the Board and Shareholders, as the case may be. To the extent any consent or approval is required under Applicable Law for aforesaid reinstatement process, the Company shall, subject to receipt of necessary information from the Parties (other than the Company) required under Applicable Law for aforesaid reinstatement process, make necessary applications with the relevant Governmental Authority within 15 days from the date of termination of this Amendment Agreement in accordance with Clause 6.1 above. To the extent any specific actions or provisions cannot be reversed to status quo ante, the Parties will ensure that, to the extent permissible under Applicable Law, all of the rights and privileges of the Parties under the Shareholders' Agreement and the Articles are reinstated to the position they would have been without such actions or provisions.

7. REPRESENTATIONS AND WARRANTIES

- 7.1** Each Party, other than the Parties which are natural persons represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto that:

- (i) it is duly incorporated and existing under the laws of the jurisdiction of its incorporation and that the execution and delivery by it of this Amendment Agreement has been duly authorized by all necessary corporate or other action;
- (ii) the execution, delivery and performance of this Amendment Agreement by it will not violate any provision of its organizational or governance documents; and
- (iii) this Amendment Agreement and any other document to be executed by it pursuant or in connection with this Amendment Agreement will, when executed by it, constitute its valid and binding obligations, enforceable in accordance with their respective terms.

- 7.2** Each Party, if an individual, represents and warrants, with respect to himself/ herself/ themselves, to the other Parties hereto that:

- (i) he/she/they has/have the power to execute, deliver and perform its obligations under this Amendment Agreement and all necessary actions has been taken to authorize such execution, delivery and performance;
- (ii) he/she/they is/are of sound mind and is/are competent to contract under Applicable Law; and
- (iii) this Amendment Agreement and any other document to be executed by him/her/them pursuant or in connection with this Amendment Agreement will, when executed by him, constitute his/her/their valid and binding obligations, enforceable in accordance with their respective terms.

- 7.3** The Company undertakes to the other Parties hereto who choose to participate in the Proposed IPO as Selling Shareholders that, it shall keep them informed of the particulars of the Proposed IPO.

8. MISCELLANEOUS

- 8.1** The Parties hereby agree that the provisions of Clause 1 (*Definitions and Interpretation*) to the extent not otherwise specified hereunder, Clause 22 (*Confidentiality Information*), Clause 24 (*Dispute Resolution and Governing Law*), Clause 25 (*Notices*), Clause 27.8 (*Counterparts*) and Clause 27.5 (*Severance and Validity*), of the Shareholders' Agreement shall apply *mutatis mutandis* to this Amendment Agreement.

- 8.2** This Amendment Agreement shall not be modified or waived except in writing and duly executed by all Parties to this Amendment Agreement.

As of and from the date of this Amendment Agreement until termination in accordance with Clause 6 hereof, this Amendment Agreement forms an integral part of the Shareholders' Agreement, and when read with the Shareholders' Agreement contains the whole agreement among the Parties relating to the transactions contemplated by this Amendment Agreement read with the Shareholders' Agreement and supersedes all previous agreements between the Parties. For the avoidance of doubt, it is hereby clarified that, unless the context otherwise requires, from the date of execution of this Amendment Agreement, any reference to the Shareholders' Agreement, including in any communications between the Parties, shall be construed to mean the Shareholders' Agreement as amended by this Amendment Agreement and in case of any conflict between the Shareholders' Agreement and this Amendment Agreement, the terms of this Amendment Agreement shall prevail with respect to the terms contained hereunder. Save as agreed in this Amendment Agreement, all other terms and conditions of the Shareholders' Agreement shall remain unchanged and shall continue remain in full force and effect and binding on the Parties till the Consummation of the Proposed QIPO.

- 8.3** The Parties agree that Clause 10.1.2B, Clause 24 (*Dispute Resolution and Governing Law*), Clause 25 (*Notices*) of the Shareholders' Agreement shall survive the termination of the Shareholders' Agreement, notwithstanding anything contained in this Amendment Agreement.

- 8.4** In the event any of the Parties delivers a .pdf format signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in .pdf format.

(The remainder of this page has been intentionally left blank)

This signature page forms an integral part of the Waiver Cum Amendment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

For Sahajanand Medical Technologies Limited



Authorised Signatory

Name: Bhargav Kotadia
Designation: Managing Director & CEO



This signature page forms an integral part of the Waiver Cum Amendment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By Dhirajkumar Savjibhai Vasoya



This signature page forms an integral part of the Waiver Cum Amendment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

For NHPEA Sparkle Holding B.V.



Authorised Signatory

Name: Tessa Elize Hart

Designation: Director A

This signature page forms an integral part of the Waiver Cum Amendment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

For **Kotak Alternate Asset Managers Limited** acting for and on behalf of **Kotak Pre-IPO Opportunities Fund**



Authorised Signatory

Name: Dhiraj Rajendran / Nidhi Chawla

Designation: Authorised Signatories

This signature page forms an integral part of the Waiver Cum Amendment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By Nayna Dhirajkumar Vasoya

N. D. Vasoya.

This signature page forms an integral part of the Waiver Cum Amendment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

For Samara Capital Markets Holding Limited



Authorised Signatory

Name: Faatimah Khodadeen

Designation: Director



This signature page forms an integral part of the Waiver Cum Amendment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.



For Shree Hari Trust

A handwritten signature in blue ink, appearing to read "Kishor Dudhat", written over a horizontal line.

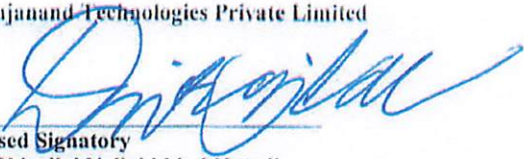
Authorised Signatory
Name: Kishor Dudhat
Designation: Trustee

This signature page forms an integral part of the Waiver Cum Amendment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

For Sahajanand Technologies Private Limited





Authorised Signatory
Name: Dhirajlal Vallabhbhai Kotadia
Designation: Director

This signature page forms an integral part of the Waiver Cum Amendment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in copies by their duly authorized representatives as of the date and year first above written.

By **Bhargav Dhirajlal Kotadia**



Schedule I

S. No.	Company Shareholders
1.	Shree Hari Trust
2.	Bhargav Dhirajlal Kotadia
3.	Sahajanand Technologies Private Limited
4.	Dhirajkumar Savjibhai Vasoya
5.	Nayna Dhirajkumar Vasoya