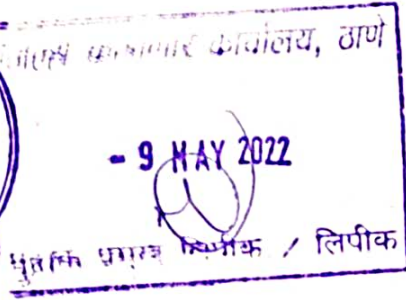




महाराष्ट्र MAHARASHTRA

2022

BN 134391



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT DATED MAY 9, 2022 ENTERED INTO BETWEEN LINK INTIME INDIA PRIVATE LIMITED AND eMUDHRA LIMITED AND THE SELLING SHAREHOLDERS

जोडपत्र २

मुद्रांक विक्रीची मालिका क्रमांक दिनांक

वस्तुस्थिति प्रकार

वस्तु मॉडेलीकरण आदेश का ? :- होय/नाही

मिळवणीचे दस्तऐवज वर्णन

मुद्रांक विक्रीचे घेण्याच्या नांव व पत्ता

दुसऱ्या पक्षाच्या नांव व पत्ता

हस्ता अस्तित्वात रक्कम नांव/पत्ता

हस्ता सही

परवानाधारक मुद्रांक विक्रीच्या सही (प्रमाण आर. दुवे)

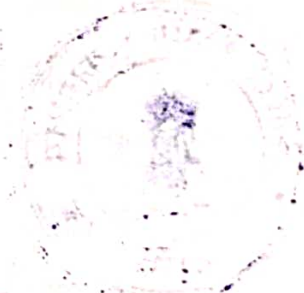
मुद्रांक विक्रीचे पत्ता - आदेशक घुसा, शांती पार्क, मीरा रोड (पूर्व), ठरने.

परवाना क्रमांक १२०१०४७

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधकारक आहे.

00101385

10 MAY 2022

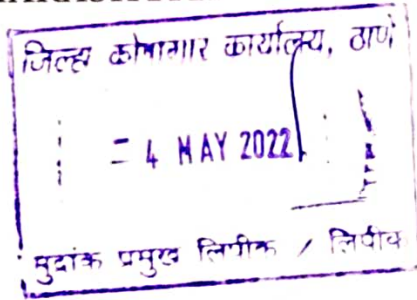




महाराष्ट्र MAHARASHTRA

2022

08AA 260811



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT DATED MAY 9, 2022 ENTERED INTO BETWEEN LINK INTIME INDIA PRIVATE LIMITED AND eMUDHRA LIMITED AND THE SELLING SHAREHOLDERS

प्रा.पत्र २

10 MAY 2022

पुढील प्रमाणे माहिती अनुक्रमाने

पत्राच्या प्रकारात

पत्रात कोणती करणार आहे का ? :- होय/नाही

पत्राच्या विषयाचे थोडक्यात वर्णन

मुद्रांक विभाग घेणाऱ्याचे नांव व पत्ता Link: In-time India. Pvt LTD

मुद्रांच्या पत्रकाराचे नांव व पत्ता IIFL Securities. LTD

दुरुवे असल्यास त्याचे नांव/पत्ता

दुरुवे सही

पत्राच्याधारक मुद्रांक विक्रेत्याची सही (प्रमोद आर. दुवे)

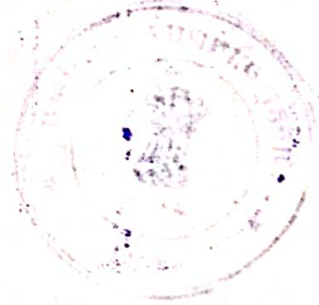
मुद्रांक विक्रीचे पत्ता - आदेशनर कृपा, शांती पार्क, गीरा रोड (पूर्व), वझे.

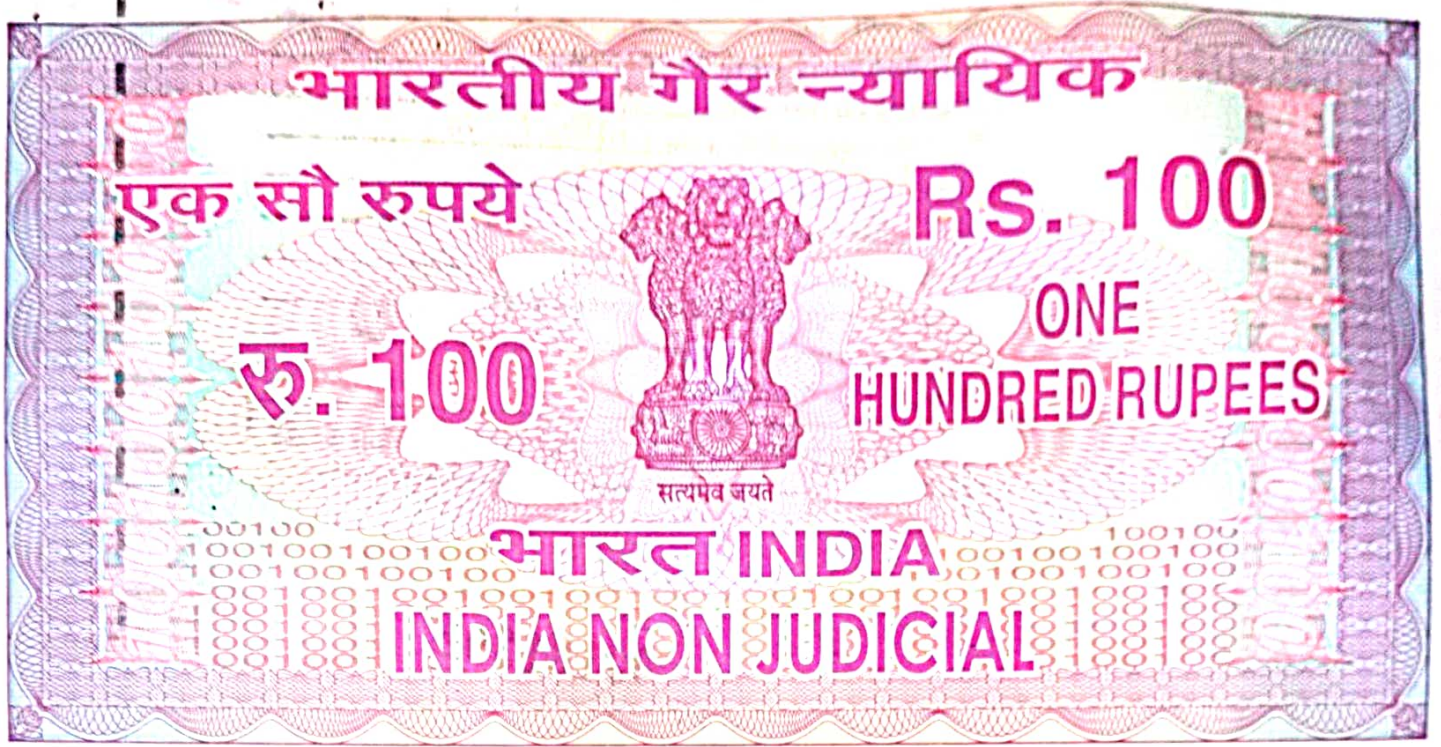
पत्राच्या क्रमांक १२०१०४७

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधकारक आहे.

00101387

10 MAY 2022

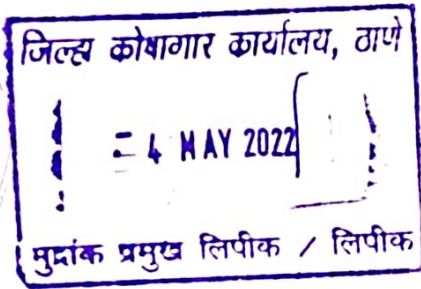




महाराष्ट्र MAHARASHTRA

2022

08AA 260724



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT TO THE REGISTRAR AGREEMENT DATED MAY 9, 2022 ENTERED INTO BETWEEN LINK INTIME INDIA PRIVATE LIMITED AND eMUDHRA LIMITED AND THE SELLING SHAREHOLDERS

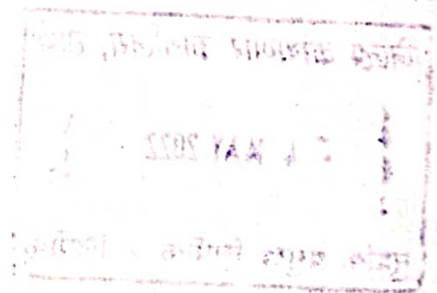
उद्देश्य किती मोजक्या अनुक्रमाने
पत्रांक नंबर
पत्रा नोंदणी करणार आहे का ? :- होय/नाही
वित्तव्यवस्थेची दुरुवस्थात वर्णन
मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता Link Intime India Pvt. Ltd
पुरवठा पत्रकाराचे नांव व पत्ता ILFL Securities Ltd
हस्तो अराख्यारा त्याचे नांव/पत्ता
हस्तो सही
पत्राव्यापारक मुद्रांक विक्रेत्याची सही (प्रगोद आर. दुबे)
मुद्रांक विक्रीचे पत्ता - आदेशवर कृपा, शांती पार्क, भीरा रोड (पूर)
पत्राव्यापारक क्रमांक १२०१०४७

10 MAY 2022

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधकारक आहे.

10 MAY 2022

00101392



This Amendment Agreement (the “**Amendment Agreement**”) to the Registrar Agreement (as defined hereinafter) is entered into on May 9, 2022 at Mumbai between:

LINK INTIME INDIA PRIVATE LIMITED, a company within the meaning of the Companies Act, 1956, as amended (“**Companies Act, 1956**”) and having its registered office at C-101, 247 Park, L.B.S. Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **FIRST PART**;

AND

eMUDHRA LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at No. 56, Sai Arcade, 3rd Floor, Devarabeesanahalli, Outer Ring Road, Bengaluru 560103, Karnataka (hereinafter referred to as the “**Company**”, 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**;

AND

THE PERSONS NAMED IN ANNEXURE A HERETO (hereinafter referred collectively as the “**Selling Shareholders**”, and individually the “**Selling Shareholder**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and permitted assigns) of the **THIRD PART**;

The Registrar, the Selling Shareholders and the Company are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- (A) The Company, the Selling Shareholders and the Registrar to the Offer had executed a registrar agreement dated November 12, 2021 (“**Registrar Agreement**”) in connection with the Offer.
- (B) The Company had filed the draft red herring prospectus dated November 12, 2021 (“**DRHP**”) with the Securities and Exchange Board of India (the “**SEBI**”), BSE Limited and National Stock Exchange of India Limited, for review and comments in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “**ICDR Regulations**”). Subject to prevailing market conditions and other considerations, the Company proposes to file the red herring prospectus and the prospectus with the Registrar of Companies, Karnataka at Bangalore, SEBI and the Stock Exchanges in accordance with the Companies Act, 2013 and the ICDR Regulations.
- (C) The Company and the Selling Shareholders wish to revise the size and structure of the Offer in the red herring and the prospectus, including the Offer for Sale portion.
- (D) In order to facilitate the Offer, the Parties have agreed to enter into this Amendment Agreement to reflect the revision in the Offer size and structure.

NOW THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used, but not defined herein, shall, unless the context otherwise requires, have the meanings given to them in the Registrar Agreement.

1.2 This Amendment Agreement shall constitute a part of, and shall be read together, with the Registrar Agreement. All references to the Registrar Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Registrar Agreement, as amended by this Amendment Agreement.

1.3 In case of conflict between the provisions of this Amendment Agreement and the Registrar Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.

2. AMENDMENT TO THE REGISTRAR AGREEMENT

2.1 Recital 1 of the Registrar Agreement will be replaced by the following:

The Company and the Selling Shareholders (defined below) propose to undertake an initial public offering of equity shares bearing face value of ₹ 5 each of the Company (“**Equity Shares**”), to be offered to the public, comprising a fresh issue of Equity Shares by the Company aggregating up to ₹ 1,610 million (the “**Fresh Issue**”) and an offer for sale of up to 9,835,394 Equity Shares held by certain shareholders of the Company (the “**Selling Shareholders**”, and such Equity Shares the “**Offered Shares**”) (“**Offer for Sale**”, and together with the Fresh Issue, the “**Offer**”). The Offer shall be undertaken in accordance with the Companies Act, 2013 and the rules made thereunder, each as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (“**SEBI ICDR Regulations**”) and other applicable laws at such price as may be determined by the Company, in consultation with the book running lead managers to the Offer, namely, IIFL Securities Limited, Indorient Financial Services Ltd and YES Securities (India) Limited (collectively, the “**BRLMs**”) through the book building process under the SEBI ICDR Regulations (the “**Offer Price**”). The Offer will be made (i) in accordance with the ICDR Regulations and in reliance on Regulation S under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”), as amended (“**Regulation S**”); (ii) outside the United States and India, to institutional investors in “offshore transactions” in reliance on Regulation S under the U.S. Securities Act, and in each case, in compliance with applicable laws of the jurisdictions where those offers and sales are made; and (iii) in the United States to “qualified institutional buyers” (as defined in Rule 144A under U.S. Securities Act) under Section 4(a) of the U.S. Securities Act.

2.2 Recital 2 of The Registrar Agreement will be replaced by the following:

The board of directors of the Company, had pursuant to a resolutions passed at its meetings held on October 14, 2021 and May 9, 2022 have authorised the initial public offer of Equity Shares comprising of a fresh issue of Equity Shares aggregating up to ₹ 1,610 million (“**Fresh Issue**”) and an offer for sale of up to 9,835,394 Equity Shares by the Selling Shareholders (the “**Offer for Sale**”, together with the Fresh Issue, the “**Offer**”). Further, the Fresh Issue had been approved by a special resolution adopted in accordance with Section 62(1)(c), at the meeting of the shareholders of the Company pursuant to a resolution dated October 26, 2021.

2.3 Clause 59 will be replaced by the following:

The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. It is hereby expressly clarified that any increase or decrease in the size of the Offer at the time of filing the Red Herring Prospectus, to the extent that such increase or decrease does not trigger a refiling of the draft red herring prospectus, in terms of the SEBI ICDR Regulations, will not warrant any amendment to this Agreement, and the relevant terms of this Agreement, including the terms ‘Offer’ and ‘Offered Shares’ shall be construed accordingly. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of either Party to enforce at any time any provision of this Agreement shall not

waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).

2.4 **Annexure A** of the Registrar Agreement referred to in the Recital 1 and Clauses 1 and 49 of the Registrar Agreement shall be replaced with the **Annexure A** of this Amendment Agreement.

2.5 **Schedule IV** of the Registrar Agreement referred to in Clauses 3(d) and Clause 47 of the Registrar Agreement shall be replaced with the **Annexure B** of this Amendment Agreement.

3. MISCELLANEOUS

3.1 Ratification and Confirmation

Except as expressly amended herein, all terms, representations, warranties, covenants and conditions of the Registrar Agreement, as amended, shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. All terms of the Registrar Agreement, other than the terms amended by this Amendment Agreement, shall apply mutatis mutandis to this Amendment Agreement in the manner set forth in the Registrar Agreement.

Each Party to this Amendment Agreement represents and warrants that it is duly authorized to execute and deliver this Amendment Agreement and that this Amendment Agreement constitutes a valid and legally binding agreement on its part with respect to the matters stated herein.

3.2 Governing Law

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto including all disputes, if any, arising out of the Assignment shall be resolved in accordance with Clause 54 of the Registrar Agreement.

3.3 Arbitration

Any dispute arising out of or in relation to or in connection with this Amendment Agreement shall be resolved in accordance with Clauses 51 and 52 of the Registrar Agreement.

3.4 Effective

This Amendment Agreement shall come into effect immediately on the date first mentioned hereinabove.

3.5 Counterparts

This Amendment Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but such counterparts shall, together, constitute only one and the same instrument.

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed for and on behalf of LINK INTIME INDIA PRIVATE LIMITED

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "LINK INTIME INDIA PVT. LTD." around the perimeter and "MUMBAI" in the center, flanked by two small stars.

Authorised Signatory

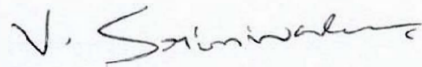
Name: Dnyanesh Gharote

Designation: Vice President

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed for and on behalf of eMUDHRA LIMITED

A handwritten signature in black ink, appearing to read 'V. Srinivasan', is written above the printed name.

Authorised signatory

Name: VENKATRAMAN SRINIVASAN

Designation: CHAIRMAN

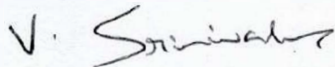
IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

V. Saximancha

THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed for and on behalf of TAARAV PTE LIMITED

A handwritten signature in black ink, appearing to read 'V. Srinivasan', written over a horizontal line.

Authorised signatory:

Name: VENKATRAMAN SRINIVASAN

Designation: DIRECTOR

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed for and on behalf of KAUSHIK SRINIVASAN

S. Kaushik

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

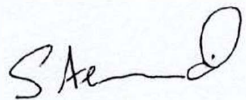
Signed for and on behalf of LAKSHMI KAUSHIK



THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

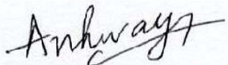
Signed for and on behalf of ARVIND SRINIVASAN



THIS SIGNATURE PAGE FORMS AN INTERGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY, THE SELLING SHAREHOLDERS AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed for and on behalf of AISHWARYA ARVIND



ANNEXURE A

LIST OF SELLING SHAREHOLDERS

Sr. no.	Name of Selling Shareholder	Number of Equity Shares offered in the Offer for Sale	Date of consent letters	Notice Details
1.	Venkatraman Srinivasan	Up to 32,89,257	November 12, 2021	Name: Venkatraman Srinivasan Address: No. A 804, RMZ Latitude, Bellary Road, Hebbal, Bangalore - 560103 E-mail: Srinivasan.v@emudhra.com Attention: Venkatraman Srinivasan
2.	Taarav Pte Limited	Up to 31,91,490 (Earlier offered shares) Up to 4,516,246 (Revised offered shares)	November 12, 2021 (Earlier date) May 9, 2022 (Revised date)	Name: Taarav Pte Ltd Address: 1 Phillip Street, #03-01 Royal One Phillip, Singapore (048692) E-mail: Srinivasan.v@emudhra.com Attention: Venkatraman Srinivasan
3.	Kaushik Srinivasan	Up to 5,10,638	November 12, 2021	Name: Kaushik Srinivasan Address: No. A 804, RMZ Latitude, Bellary Road, Hebbal, Bangalore - 560103 E-mail: kaushik@emudhra.com Attention: Kaushik Srinivasan
4.	Lakshmi Kaushik	Up to 5,04,307	November 12, 2021	Name: Lakshmi Kaushik Address: No. A 804, RMZ Latitude, Bellary Road, Hebbal, Bangalore – 560103 E-mail: lakshmi156@gmail.com Attention: Lakshmi Kaushik
5.	Arvind Srinivasan	Up to 8,81,869	November 12, 2021	Name: Arvind Srinivasan Address: 2302, Trident Oceanic, Dubai Marina, Dubai E-mail: arvind@emudhra.com Attention: Arvind Srinivasan
6.	Aishwarya Arvind	Up to 1,33,077	November 12, 2021	Name: Aishwarya Arvind Address: 2302, Trident Oceanic, Dubai Marina, Dubai E-mail: aish.arvind21@gmail.com Attention: Aishwarya Arvind