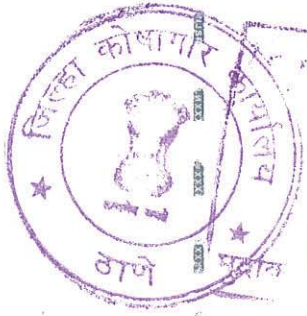


महाराष्ट्र MAHARASHTRA



जोडपत्र - २

2023

CK 136497

मुद्रांक विक्री नोंदवही क्रमांक 211097 दिनांक 22 MAR 2024

दस्तावा प्रकार -

दस्त नोंदणी करणार आहे का ? होव/नाही

मिळकतीचे धोरणपत्र वर्णन -

मुद्रांक विक्री घेणाऱ्याचे नांव -

हाले असल्यास त्याचे नांव, पत्ता व सही -

दस्तावा पत्राकाराचे नांव -

मुद्रांक शुल्क रक्कम - 100/500

मुद्रांक विक्रीसाठी सही (नितिस य. भांडरेकर)

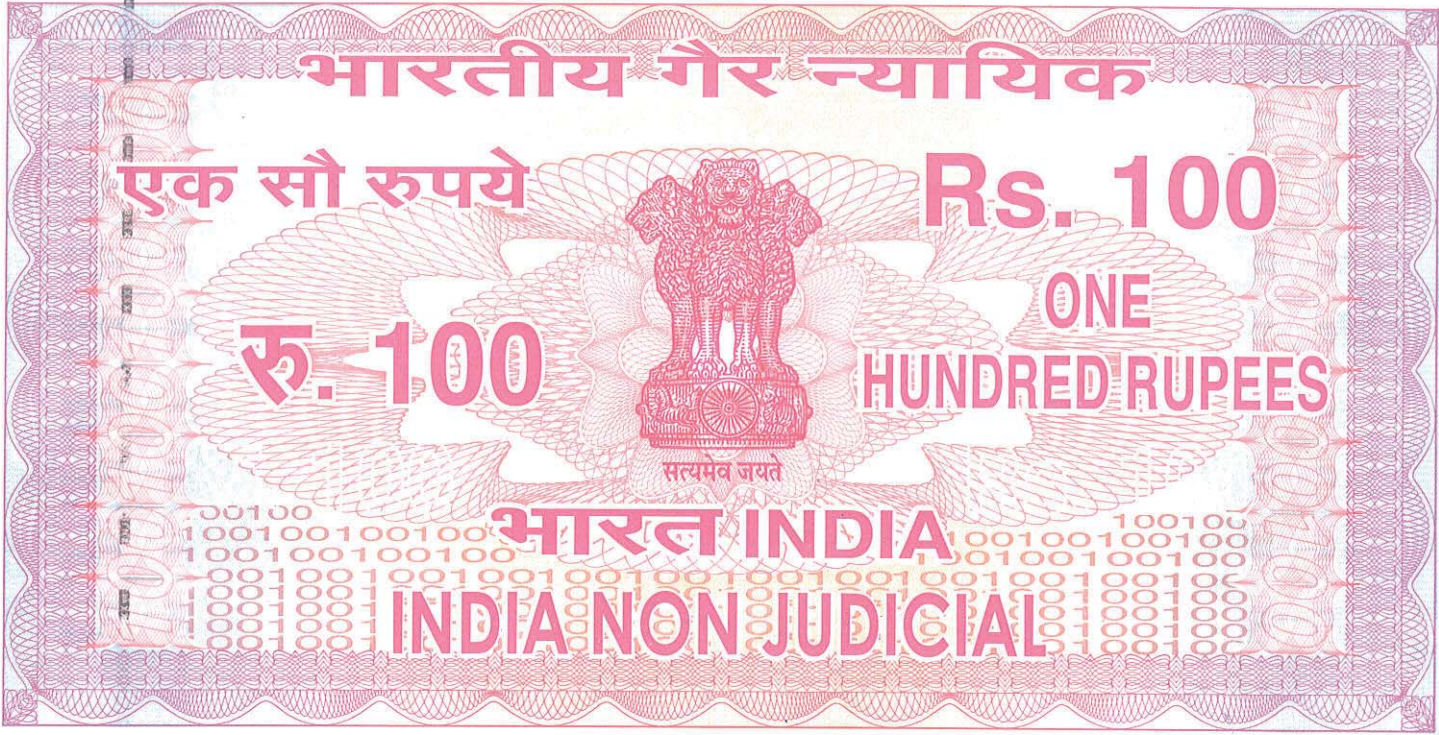
मुद्रांक विक्रीचे ठिकाण/पत्ता - गंग्वा झेरॉन्स/टायपिंग सेंटर
दुर्गा नं. ३४, भवानी मार्केट, कलेक्टर ऑफीस जवळ.

वर्ष (प.) - २००६०९.

दस्तावा मुद्रांक क्रमांक - १२०१०१०

या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी करण्यातून ६ महिने वर थापणे घेण्यात येऊ शकते.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED AUGUST 22, 2023, DATED APRIL 12, 2024 EXECUTED AmongST JNK INDIA LIMITED, MASCOT CAPITAL AND MARKETING PRIVATE LIMITED, JNK GLOBAL CO. LTD (Formerly known as JNK Heaters Co. Ltd), GOUTAM RAMELLI, MILIND JOSHI, IIFL SECURITIES LIMITED AND ICICI SECURITIES LIMITED



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2023 जोडपत्र - २

96AA 694584

मुद्रांक विक्री नोंदवही प्रनुक्रमांक 11106 दिनांक 22 MAR 2024

दस्तावा प्रकार -

दस्त नोंदणी कारणर आहे का ? होय/नाही

मिळकतीचे बोलकमना मर्मा -

मुद्रांक विक्री घेण्याबाबे संख्या -

हस्त अस्तबधन त्यांचे नांव, पत्ता व शहरी -

दस्तान्या पत्राजराबे जण -

मुद्रांक शुल्क रक्कम - 100/500

मुद्रांक विक्रेत्याचा सही-(मिडिल स, संयोजक)

मुद्रांक विक्रीचे ठिकाण/पत्ता - जोगा छोट्टीबाग, काठोडर जिल्हा कार्यालय, काठोडर नं. ३४, भवानी मार्केट, काठोडर जिल्हा कार्यालय.

जण (प.) - ४०० ६०९.

परवाना मुद्रांक क्रमांक - 9209090

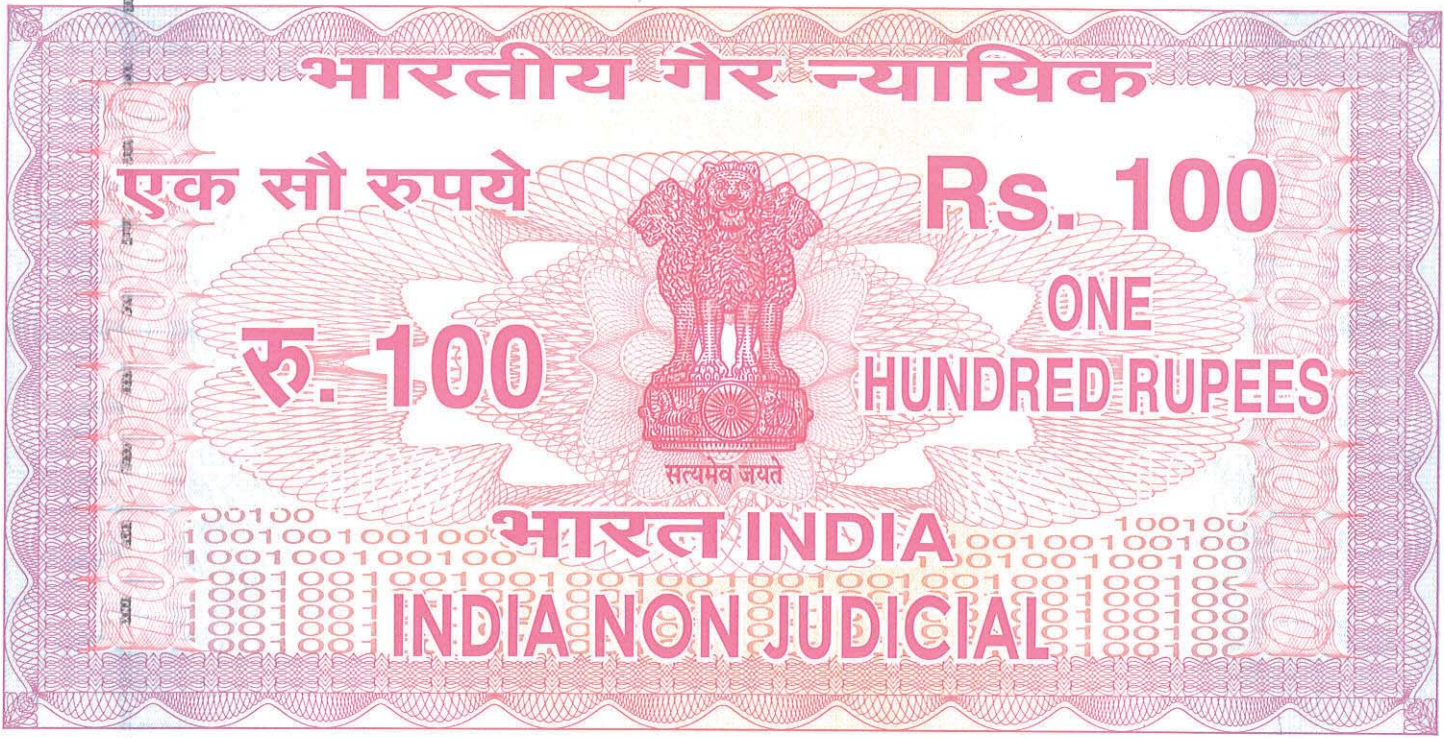
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्यांच्या सहीसह मुद्रांक खरेदी केल्याबाबत ५ नोंदवही कारणा बंधनकारक आहे.



जिल्हा कोबागार कार्यालय, ठाणे
14 MAR 2024
मुद्रांक प्रमुख लिपीक / लिपीक



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED AUGUST 22, 2023, DATED APRIL 12, 2024 EXECUTED AmongST JNK INDIA LIMITED, MASCOT CAPITAL AND MARKETING PRIVATE LIMITED, JNK GLOBAL CO. LTD (Formerly known as JNK Heaters Co. Ltd), GOUTAM RAMPELLI, MILIND JOSHI, IIFL SECURITIES LIMITED AND ICICI SECURITIES LIMITED



महाराष्ट्र MAHARASHTRA



जिल्हा कोषागार कार्यालय, ठाणे
14 MAR 2024
मुद्रांक प्रमुख लिपीक / लिपीक

2023 जोडपत्र - २ 96AA 694585

मुद्रांक विक्री तोंदवडी अनुक्रमांक १५/१०७ विनांक 22 MAR 2024

दस्तावा प्रकार -

दस्त नोंदणी करणार आहे का ? होय/नाही

मिळकतीचे थोडक्यात वर्णन -

मुद्रांक विक्रीचे शेषाच्याचे नाव -

हस्त अहवाल त्वांचे नाव, पत्ता व राहणे -

दस्तावा प्रकाराचे नाव -

मुद्रांक शुल्क स्विकरण - 100/500

मुद्रांक विक्रीच्या सही - (जिल्हा स. संपादक)

मुद्रांक विक्रीचे ठिकाण/पत्ता - जगा धुळे/ठाणे/ठाणे जिल्हा दफतार नं. १४, भावानी मार्केट, कर्तव्यरत जिल्हा दफतार.

दफतार (प.) - ४०० ६०९.

परवाना मुद्रांक क्रमांक - ९२०९०९०

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्यांचे नाव व पत्ता सही करणे आवश्यक आहे.

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED AUGUST 22, 2023, DATED APRIL 12, 2024 EXECUTED AmongST JNK INDIA LIMITED, MASCOT CAPITAL AND MARKETING PRIVATE LIMITED, JNK GLOBAL CO. LTD (Formerly known as JNK Heaters Co. Ltd), GOUTAM RAMPPELLI, MILIND JOSHI, IIFL SECURITIES LIMITED AND ICICI SECURITIES LIMITED

APRIL 12, 2024

AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED

AUGUST 22, 2023

AMONG

JNK INDIA LIMITED

AND

MASCOT CAPITAL AND MARKETING PRIVATE LIMITED

AND

JNK GLOBAL CO. LTD

(Formerly known as JNK Heaters Co. Ltd)

AND

GOUTAM RAMPELLI

AND

MILIND JOSHI

AND

IIFL SECURITIES LIMITED

AND

ICICI SECURITIES LIMITED

This **AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED AUGUST 22, 2023** (this “**Amendment Agreement**”) is entered into on April 12, 2024 (“**Effective Date**”) at Mumbai among:

1. **JNK INDIA LIMITED**, a company incorporated under the laws of India and whose registered office is situated at Unit No. 203, 204, 205 & 206, Opposite TMC Office, Centrum IT Park, Near Satkar Hotel, Thane West, Thane 400 604, Maharashtra, India (the “**Company**”);
2. **MASCOT CAPITAL AND MARKETING PRIVATE LIMITED**, a company incorporated under the laws of India and whose registered office is situated at Unit No 401, Centrum IT Park, Plot No. C-3, S.G Barve Road, Wagle Industrial Estate, Near Mulund Check Naka, Thane (W), Thane 400 604, Maharashtra, India (“**Corporate Promoter Selling Shareholder I**” or “**Mascot Capital**”);
3. **JNK GLOBAL CO. LTD** (formerly known as JNK Heaters Co. Ltd), a company incorporated under the laws of South Korea and whose registered office is situated at 10F, Building A, 43, Changeop-ro, Sujeong-gu, Seongnam-si, Gyeonggi-do, 13449, Republic of Korea (“**Corporate Promoter Selling Shareholder II**” or “**JNK Global**”);
4. **GOUTAM RAMPELLI**, an Indian resident of Flat No. 1204, Yucca, Nahar Amrit Shakti, Chandivali, Andheri East, Mumbai 400 072, Maharashtra, India (“**Individual Promoter Selling Shareholder**” or “**Goutam Rampelli**”);
5. **MILIND JOSHI**, an Indian resident of 201, 2nd Floor, Ishan Society, Opp. P N Gadgil Jewellers, Rammaruti Road, Thane West, Thane 400 602, Maharashtra, India (“**Individual Selling Shareholder**” or “**Milind Joshi**”);
6. **IIFL SECURITIES LIMITED**, a company incorporated under the laws of India and whose office is situated at 24th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India (“**IIFL**”); and
7. **ICICI SECURITIES LIMITED**, a company incorporated under the laws of India and whose registered office is situated at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, Maharashtra, India (“**I-Sec**”).

In this Amendment Agreement, (i) IIFL and I-Sec are collectively referred to as “**Book Running Lead Managers**” or “**BRLMs**” and individually as “**Book Running Lead Manager**” or “**BRLM**”; (ii) Mascot Capital and JNK Global are collectively referred to as the “**Corporate Promoter Selling Shareholders**”, and individually as “**Corporate Promoter Selling Shareholder**”; (iii) Goutam Rampelli is individually referred to as the “**Individual Promoter Selling Shareholder**” and Milind Joshi is individually referred to as the “**Individual Selling Shareholder**”; (iv) The Individual Promoter Selling Shareholder and Corporate Promoter Selling Shareholders are collectively referred to as “**Promoter Selling Shareholders**” and individually as “**Promoter Selling Shareholder**”; (v) The Promoter Selling Shareholders and Individual Selling Shareholder are collectively referred to as the “**Selling Shareholders**” and individually as “**Selling Shareholder**”; and (vi) The Company, the Selling Shareholders, the BRLMs, are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) The Book Running Lead Managers, the Company, Mascot Capital, JNK Global, Goutam Rampelli, Dipak Kacharulal Bharuka and Milind Joshi had executed an offer agreement dated August 22, 2023 (the “**Offer Agreement**”) in connection with the Offer.
- (B) The Company had filed the draft red herring prospectus dated August 22, 2023 (“**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 “**SEBI ICDR Regulations**”).
- (C) Dipak Kacharulal Bharuka, who was a party to the Offer Agreement in his capacity as the Individual Promoter Selling Shareholder (as defined in the Offer Agreement), has terminated the Offer Agreement for himself pursuant to Section 20.4 of the Offer Agreement and withdrawn from participating in the Offer, pursuant to his letter dated February 27, 2024 (the “**Withdrawal Letter**”).
- (D) In terms of Section 23.1 of the Offer Agreement, the Parties have now agreed to certain amendments to the terms of the Offer Agreement pursuant to observations received from the SEBI and the SEBI ODR Circulars (as defined below), which amendments are being recorded under this Amendment Agreement.

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 Offer Agreement.
- 1.2 Rules of construction set out in Section 1.2 of the Offer Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- 1.3 Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this Amendment Agreement and this Amendment Agreement shall constitute a part of, and shall be read together with the Offer Agreement and shall constitute the entire understanding between the Parties.
- 1.4 All references to the Offer Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Offer Agreement, as amended by this Amendment Agreement.
- 1.5 The Parties acknowledge that pursuant to the Withdrawal Letter, all references to the Dipak Kacharulal Bharuka and Individual Promoter Selling Shareholder II are deemed to be deleted from the Offer Agreement.

2. AMENDMENTS

- 2.1 Any reference to JNK Heaters Co. Ltd. shall be substituted with JNK Global Co. Ltd. (formerly known as JNK Heaters Co. Ltd) in its entirety in the Offer Agreement dated August 22, 2023.
- 2.2 Recital A of the Offer Agreement is hereby amended and substituted in its entirety with the following:

(A) The Company and the Selling Shareholders propose to undertake an initial public offering of equity shares of face value ₹2 each of the Company (“**Equity Shares**”) up to an aggregate of ₹ [●] million, comprising of a fresh issue of up to [●] Equity Shares aggregating up to ₹3,000.00 million by the Company (“**Fresh Issue**”) and an offer for sale of Equity Shares up to 8,421,052 (“**Offered Shares**”) comprising up to 4,397,661 Equity Shares by Mascot Capital, up to 2,432,749 Equity Shares by JNK Global, up to 1,122,807 Equity Shares by Goutam Rampelli, and up to 467,835 Equity Shares by Milind Joshi, (such offer for sale, the “**Offer for Sale**” and together with the Fresh Issue, the “**Offer**”), in accordance with the Companies Act, 2013, as amended, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**ICDR Regulations**”) and other Applicable Law (as defined herein), at such price as may be determined through the book building process under the ICDR Regulations and agreed to by the Company, in consultation with the BRLMs (the “**Offer Price**”). The Offer may include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLMs, on a discretionary basis, in accordance with the ICDR Regulations. The Offer will be made (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the ICDR Regulations in offshore transactions as defined in and in reliance on Regulation S under the U.S. Securities Act of 1933, as amended (“**Regulation S**”); and (ii) outside the United States and India, to offshore investors in ‘offshore transactions’ as defined in and in reliance on Regulation S, and in each case, in compliance with the applicable laws of the jurisdiction where those offers and sales are made.

2.3 Recital F of the Offer Agreement shall be deleted in its entirety.

2.4 Section 1 (Definitions and Interpretation) of the Offer Agreement shall apply *mutatis mutandis* to this Amendment Agreement, provided that all references to “Individual Promoter Selling Shareholder” shall be construed to mean references to Goutam Rampelli only.

2.5 Section 2.3 of the Offer Agreement is hereby amended and substituted in its entirety with the following section:

“The terms of the Offer, including the Price Band, the Bid/Offer Opening Date, the Anchor Investor Bidding Date, the Bid/Offer Closing Date, the Anchor Investor Allocation Price (if applicable) and the Offer Price, including any revisions, modifications, or amendments thereof, shall be decided by the Company, in consultation with the BRLMs.”

2.6 Section 2.4 of the Offer Agreement is hereby amended and substituted in its entirety with the following section:

*“The Basis of Allotment (except with respect to the Anchor Investors) shall be finalized by the Company, in consultation with the BRLMs and the Designated Stock Exchange, in accordance with the Applicable Law. Allocation to Anchor Investors, if any, shall be made on a discretionary basis by the Company in consultation with the BRLMs, in accordance with Applicable Law. In case of under-subscription in the Offer, subject to receiving minimum subscription for 90% of the Fresh Issue and compliance with Rule 19(2)(b) of the Securities Contracts (Regulation) Rules, 1957, the Allotment for the valid Bids will be made in the first instance towards subscription for 90% of the Fresh Issue (“**Minimum Subscription**”) prior to the sale of Equity Shares in the Offer for Sale, provided that post satisfaction of the Minimum Subscription, Equity Shares will be Allotted under the Offer for Sale in proportion to the Offered Shares being offered by the Selling Shareholders. For avoidance of doubt, it is hereby*

clarified that balance Equity Shares of the Fresh Issue (i.e., 10% of the Fresh Issue) will be offered only once the entire portion of the Offered Shares is Allotted in the Offer.”

- 2.7 Section 17.2 of the Offer Agreement is hereby amended and substituted in its entirety with the following section:

“Other than (i) the listing fees which shall be solely borne by the Company; and (ii) fees for counsel to the Selling Shareholders, if any, which shall be solely borne by the respective Selling Shareholders, all costs, fees and expenses with respect to the Offer shall be shared by the Company and the Promoter Selling Shareholders, on a pro rata basis, in proportion to the number of Equity Shares issued and sold by each of the Promoter Selling Shareholders through the Offer for Sale. All the expenses relating to the Offer shall be paid by the Company in the first instance and that each of the Selling Shareholders shall reimburse the Company for respective proportion of the expenses upon commencement of listing and trading of the Equity Shares on the Stock Exchanges in accordance with Applicable Law. Each of the Selling Shareholders have severally authorized the Company to take all actions in respect of the Offer for, and on, its behalf in accordance with Section 28 of the Companies Act. In the event that the Bid Offer Open Date is not achieved within 12 months from the date of receipt of final observation from SEBI, all costs, charges, fees and expenses in relation to the Offer shall be shared by our Company and each of the Selling Shareholders proportionately.”

- 2.8 Section 20.5 of the Offer Agreement is hereby amended and substituted in its entirety with the following section:

“In the event that the Offer is postponed, withdrawn or abandoned, or the Agreement is terminated for any reason, the BRLMs and their legal counsel shall be entitled to receive fees and expenses which may have accrued to them prior to the date of such postponement, withdrawal, abandonment or termination as set out in the Engagement Letter and the letters of engagement of such legal counsel. The BRLMs shall not be liable to refund any amounts paid as fees, commissions, reimbursements, out-of-pocket expenses or expenses specified under the Engagement Letter, and all costs, charges, fees and expenses in relation to the Offer shall be shared by the Company and each of the Selling Shareholders, based on the proportion of the Equity Shares that were proposed to be offered by our Company in the Fresh Issue and the Equity Shares that were proposed to be sold by each of the Selling Shareholders in the Offer for Sale.”

- 2.9 Section 15 of the Offer Agreement is hereby amended and substituted in its entirety with the following:

“ARBITRATION

- 15.1 In the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, termination, enforceability, alleged breach or breach of this Amendment Agreement or the Engagement Letter (the **“Dispute”**), the Parties to such Dispute shall attempt, in the first instance, to resolve such Dispute through amicable discussions among such disputing parties. In the event that such Dispute cannot be resolved through amicable discussions within a period of seven (7) days after the first occurrence of the Dispute, the Parties (the **“Disputing Parties”**) shall by notice in writing to each other, refer the Dispute to arbitration, to be conducted at Mumbai Centre for International Arbitration, in accordance with the

provisions of the Arbitration and Conciliation Act, 1996, as amended (the “**Arbitration Act**”) and Section 15.3 below.

- 15.2 Any reference of the Dispute to arbitration under this Amendment Agreement shall not affect the performance of terms, other than the terms related to the matter under arbitration, by the Parties under this Amendment Agreement and the Engagement Letter.
- 15.3 The arbitration shall be conducted as follows:
- (i) the arbitration shall be conducted under and in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration Rules (“**MCIA Rules**”);
 - (ii) all proceedings in any such arbitration shall be conducted, and the arbitral award shall be rendered, in the English language;
 - (iii) The seat and venue of the arbitration will be in Mumbai, India;
 - (iv) the arbitration shall be conducted before an arbitral tribunal consisting of three arbitrators. Each Disputing Party will appoint one arbitrator within a period of ten (10) Working Days from the date of written notice issued under Section 15.1 referring the Dispute to arbitration, and both arbitrators so appointed shall appoint the third or the presiding arbitrator within fifteen (15) days of the receipt of the second arbitrator’s confirmation of his/her appointment. In the event the Disputing Parties fail to appoint an arbitrator or the two arbitrators fail to appoint the third arbitrator within thirty (30) days from the date of receipt of request to do so or there are more than two (2) Disputing Parties, then such arbitrator(s) shall be appointed in accordance with the MCIA Rules; and each of the arbitrators so appointed shall have at least five years of relevant experience in the area of securities and/or commercial laws;
 - (v) the arbitrators shall have the power to award interest on any sums awarded;
 - (vi) the arbitration award shall state the reasons on which it was based;
 - (vii) the arbitration award shall be final, conclusive and binding on the Disputing Parties and shall be subject to enforcement in any court of competent jurisdiction;
 - (viii) the Disputing Parties shall bear their respective costs of such arbitration proceedings unless otherwise awarded or fixed by the arbitrators;
 - (ix) the arbitrators may award to a Disputing Party its costs and actual expenses (including actual fees and expenses of its counsel);
 - (x) the Disputing Parties shall cooperate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Amendment Agreement or the Engagement Letter ; and

- (xi) subject to the foregoing provisions, the courts in Mumbai shall have jurisdiction in relation to proceedings, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.

15.4 Notwithstanding anything contained in the Offer Agreement, in the event a dispute or claim arises out of or in relation to or in connection with the existence, validity, interpretation, implementation, performance, termination, enforceability, alleged breach or breach of this Agreement or any non-contractual obligations arising out of or in connection with the Agreement (a “**Dispute**”), the parties to such Dispute (the “**Disputing Parties**”) shall by notice in writing to each other refer the Dispute to be conducted at MCIA, in accordance with paragraph 3(b) of the SEBI master circular dated July 31, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145, as amended pursuant to the SEBI circular dated August 4, 2023 bearing reference number SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135, further amended pursuant to the SEBI circular dated December 20, 2023 bearing no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 and read with SEBI master circular dated December 28, 2023 bearing no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and any subsequent circulars or notifications issued by SEBI in this regard (“**SEBI ODR Circulars**”), they have elected to follow the dispute resolution mechanism described in this Section 15.

Provided that in the event any Dispute involving any Party is mandatorily required to be resolved solely by harnessing online conciliation and/or online arbitration as specified in the SEBI ODR Circulars, including pursuant to any subsequent clarifications that may be issued by SEBI in this respect, the Parties agree to follow such dispute resolution mechanism notwithstanding the option exercised by such respective Party in this Section 15.4.

2.10 Sr. No. 13 of Annexure A of the Offer Agreement (Statement of Inter-Se Responsibilities among the BRLMs) is hereby amended and substituted in its entirety with the following:

13.	Managing the book and finalization of pricing in consultation with Company	IIFL, I-Sec	I-Sec
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3. MISCELLANEOUS

3.1 Representation and Warranties

Each Party has the corporate power and authority or capacity, to enter into this Amendment Agreement and this Amendment Agreement shall be a valid and legally binding instrument, enforceable against each Party, in accordance with its terms.

3.2 Ratification and Confirmation

This Amendment Agreement shall come into effect on and from the Effective Date. The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement only. Except as expressly amended herein, all terms, covenants, and conditions of the Offer Agreement, as amended, shall remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. All terms of the Offer 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 Offer Agreement.

3.3 **Conflicts**

In case of inconsistency between the Offer Agreement and this Amendment Agreement, this Amendment Agreement shall prevail in relation to the provisions amended herein.

3.4 **Governing Law**

This Amendment Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of India and the courts of Mumbai, India shall have jurisdiction in all matters arising out of this Amendment Agreement.

3.5 **Arbitration**

Any Dispute arising out of or in relation to or in connection with this Amendment Agreement shall be resolved in accordance with Section 15 of the Offer Agreement.


3.6 **Counterparts**

This Amendment Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format” (.pdf) shall be as effective as signing and delivering the counterpart in person.

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This signature page forms an integral part of the Amendment to the Offer Agreement executed amongst the Company, Selling Shareholders, IIFL Securities Limited and ICICI Securities Limited

**Signed for and on behalf of
JNK India Limited**



**Name: Arvind Kamath
Designation: Chairperson and Whole Time Director**

This signature page forms an integral part of the Amendment to the Offer Agreement executed amongst the Company, Selling Shareholders, IIFL Securities Limited and ICICI Securities Limited

**Signed for and on behalf of
Mascot Capital And Marketing Private Limited**



Name: Arvind Kamath

Designation: Director

This signature page forms an integral part of the Amendment to the Offer Agreement executed amongst the Company, Selling Shareholders, IIFL Securities Limited and ICICI Securities Limited

**Signed for and on behalf of
JNK Global Co., Ltd.**

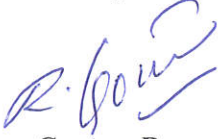


Name: Bang Hee Kim

Designation: Representative Director

This signature page forms an integral part of the Amendment to the Offer Agreement executed amongst the Company, Selling Shareholders, IIFL Securities Limited and ICICI Securities Limited

**Signed for and on behalf of
Goutam Rampelli**



**Name: Goutam Rampelli
Designation: Promoter Selling Shareholder**

This signature page forms an integral part of the Amendment to the Offer Agreement executed amongst the Company, Selling Shareholders, IIFL Securities Limited and ICICI Securities Limited

**Signed for and on behalf of
Milind Joshi**



Name: Milind Joshi

Designation: Individual Selling shareholder

This signature page forms an integral part of the Amendment to the Offer Agreement executed amongst the Company, Selling Shareholders, IIFL Securities Limited and ICICI Securities Limited

**Signed for and on behalf of
IIFL Securities Limited**

Name: Pawan Jain

Designation: AVP

This signature page forms an integral part of the Amendment to the Offer Agreement executed amongst the Company, Selling Shareholders, IIFL Securities Limited and ICICI Securities Limited

**Signed for and on behalf of
ICICI Securities Limited**



Name: Harsh Thakkar
Designation: AVP