



കേരളം കേരല KERALA

M 938597

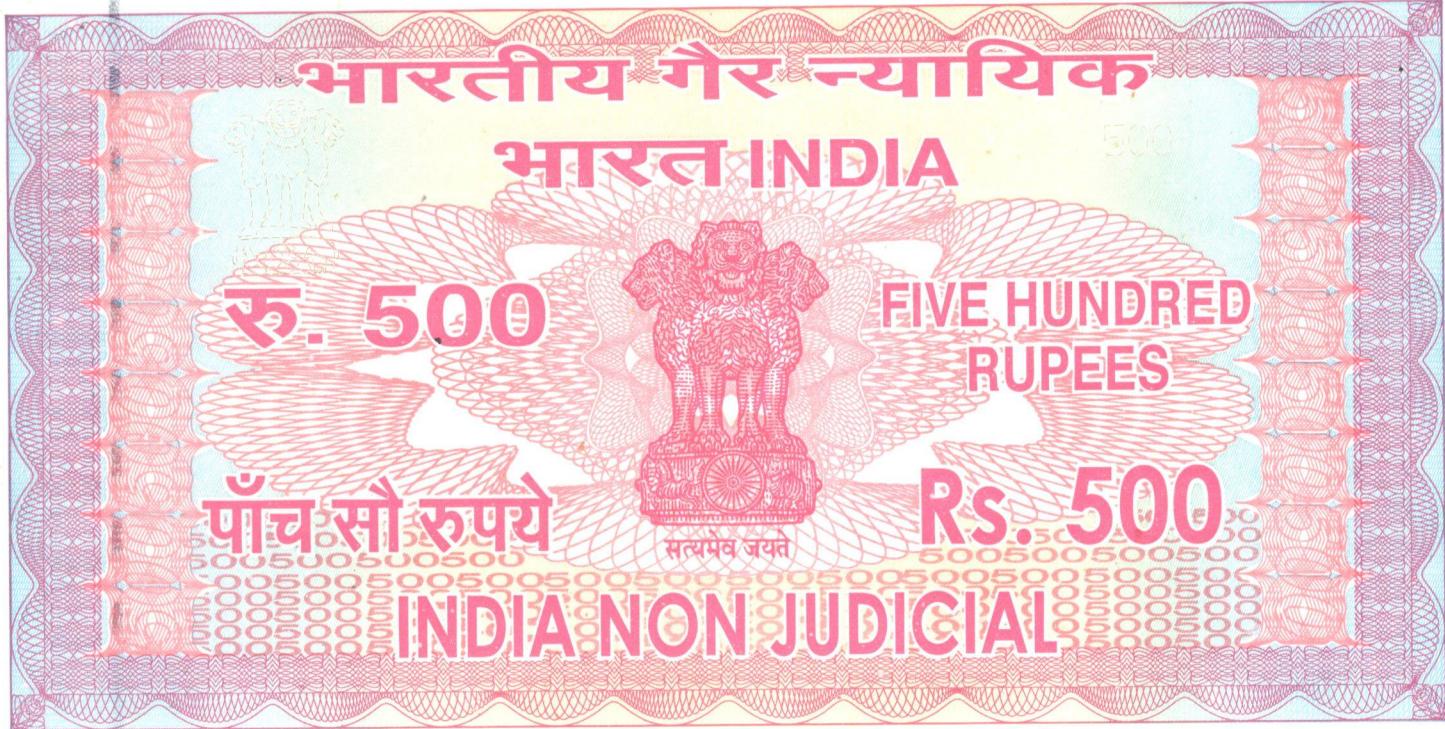
THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED FEBRUARY 14, 2024 TO THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

55837 Date 5/1/2024
Value of Rs. 500
Sold to.....

SHAMEER C.A.
HIGH COURT VENDOR
ERNAKULAM

John K. Paul
Brokuler





കേരളം കേരള KERALA

M 938599

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT DATED FEBRUARY 14, 2024 TO THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

55449 Date 5/1/2024
Value of Rs. 500
Sold to: _____

SHAMEER C.A.
HIGH COURT VENDOR
TRNAKULAM

Franus. IC
perel.
Dr. qaleem



AMENDMENT AGREEMENT

This amendment agreement (“**Amendment Agreement**”) is executed on the 14th day of February, 2024, at Kochi, India.

BY AND AMONGST:

- (1) **POPULAR VEHICLES AND SERVICES LIMITED**, a company incorporated under the laws on India, having its registered office at Kuttukaran Centre, Mamangalam, Kochi, Ernakulam 682 025, Kerala, India and having permanent account number AABCP3805G (hereinafter referred to as the “**Company**”, which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (2) **BANYANTREE GROWTH CAPITAL II, LLC**, a company incorporated under the laws of Mauritius with its principal office at 48A, Royal Road, Second Floor, Adjacent to Computer Gate, Belle Rose, Mauritius, (and having permanent account number AAFCB2660R (hereinafter referred to as “**Seller**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and
- (3) **MR. JOHN K. PAUL**, a citizen of India with permanent account number AFFPP1585F, having his residence at 42/1058, Kuttukaran House, St Benedict Road, Ernakulam, Kerala 682 018 (hereinafter referred to as the “**Purchaser 1**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (4) **MR. FRANCIS K. PAUL**, a citizen of India with permanent account number AFFPP1584E, having his residence at Kuttukaran House, N H Bye Pass Road, Padivattom, Edapally, P O, Ernakulam, Kerala 682 024 (hereinafter referred to as the “**Purchaser 2**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
- (5) **MR. NAVEEN PHILIP**, a citizen of India with permanent account number AFHPP3516N, having his residence at Valiyathottathil House, Dewans Road, Beat 10, Ernakulam, Kerala 682 016 (hereinafter referred to as the “**Purchaser 3**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

Purchaser 1, Purchaser 2 and Purchaser 3 are collectively referred to as the “**Purchasers**” in this Amendment Agreement. The Purchasers, the Seller and the Company are collectively referred to as the “**Parties**” in this Amendment Agreement.

Subject: Amendment Agreement for amendment of the share purchase agreement dated February 6, 2024, executed by the Parties (“SPA”)

1. The Parties have entered into the SPA. The permanent account number of the Company (“**PAN**”) was inadvertently mentioned incorrectly in the SPA pursuant to which the Parties have decided to enter into this Amendment Agreement to rectify the PAN details by amending the SPA in the manner and to the extent set out in paragraph 2 below. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the SPA.

2. AMENDMENT

The Parties agree that the details of the Company under the SPA shall be deleted in its entirety and be replaced with the following:

“POPULAR VEHICLES AND SERVICES LIMITED, a company incorporated under the laws on India, having its registered office at Kuttukkaran Centre, Mamangalam, Kochi, Ernakulam 682 025, Kerala, India and having permanent account number AABCP3805G (hereinafter referred to as the “Company”, which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);”

3. This Parties agree that this Amendment Agreement shall be deemed to have come into force from the date of execution of the SPA and shall form an integral part thereof. This Amendment Agreement read with the SPA constitutes the entire understanding between the Parties.
4. The Parties agree that this Amendment Agreement shall be read in conjunction with the SPA. All other terms of the SPA that are not amended by this Amendment Agreement, shall continue to remain in full force and effect in same form as provided in the SPA. In the event of any inconsistency between the provisions of this Amendment Agreement and the SPA, the provisions of this Amendment Agreement shall prevail to the extent of such inconsistency.
5. The Parties confirm that they have the authority and capacity to execute this Amendment Agreement.
6. The Parties agree that Clauses 6 (*Indemnification*), 7 (*Termination*), 10 (*Confidentiality*), 8 (*Governing Law, Jurisdiction and Dispute Resolution*), 9 (*Notices*), 11.6 (*Waivers*), 11.3 (*Assignment*), 11.5 (*Amendments*), 11.2 (*Severability*), 11.8 (*Counterparts*), 11.10 (*Further Assurances*) and 11.1 (*Costs and Expenses*) of the SPA shall apply to this Amendment Agreement *mutatis mutandis* as if set out herein and as if references in those Clauses to “this Agreement” are references to this Amendment Agreement.
7. No modification, alteration or amendment of this Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties thereto.

[Intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of Popular Vehicles and Services Limited

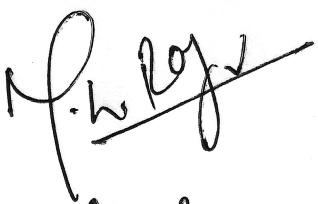


Name: Mr. John K. Paul

Designation: Authorised Signatory

Signature page to the amendment agreement dated February 14, 2024 to the share purchase agreement dated February 6, 2024 executed by and amongst Popular Vehicles and Services Limited, BanyanTree Growth Capital II, LLC, Mr. John K. Paul, Mr. Francis K. Paul and Mr. Naveen Philip

For and on behalf of BanyanTree Growth Capital II, LLC



Name: Naveen Kumar

Designation: Authorised Signatory

Signature page to the amendment agreement dated February 14, 2024 to the share purchase agreement dated February 6, 2024 executed by and amongst Popular Vehicles and Services Limited, BanyanTree Growth Capital II, LLC, Mr. John K. Paul, Mr. Francis K. Paul and Mr. Naveen Philip

For and on behalf of

A handwritten signature in black ink, appearing to read "John K. Paul".

Name: Mr. John K. Paul

Signature page to the amendment agreement dated February 14, 2024 to the share purchase agreement dated February 6, 2024 executed by and amongst Popular Vehicles and Services Limited, BanyanTree Growth Capital II, LLC, Mr. John K. Paul, Mr. Francis K. Paul and Mr. Naveen Philip

For and on behalf of

A handwritten signature in blue ink, appearing to read "FKP".

Name: Mr. Francis K. Paul

Signature page to the amendment agreement dated February 14, 2024 to the share purchase agreement dated February 6, 2024 executed by and amongst Popular Vehicles and Services Limited, BanyanTree Growth Capital II, LLC, Mr. John K. Paul, Mr. Francis K. Paul and Mr. Naveen Philip

For and on behalf of

A handwritten signature in black ink, appearing to read "Naveen Philip". The signature is fluid and cursive, with a diagonal line through it.

Name: Mr. Naveen Philip

Signature page to the amendment agreement dated February 14, 2024 to the share purchase agreement dated February 6, 2024 executed by and amongst Popular Vehicles and Services Limited, BanyanTree Growth Capital II, LLC, Mr. John K. Paul, Mr. Francis K. Paul and Mr. Naveen Philip