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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL55058596335969X
Certificate Issued Date	: 15-Sep-2025 03:29 PM
Account Reference	: IMPACC (IV)/ dl701003/ DELHI/ DL-NDD
Unique Doc. Reference	: SUBIN-DL70100341472474209980X
Purchased by	: ADLIFT MARKETING PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: AMENDMENT TO SHARE PURCHASE AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ADLIFT MARKETING PRIVATE LIMITED
Second Party	: LIQVD DIGITAL INDIA LIMITED AND OTHERS
Stamp Duty Paid By	: ADLIFT MARKETING PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



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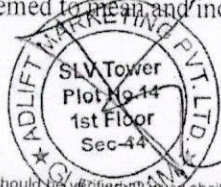
AMENDMENT TO SHARE PURCHASE AGREEMENT

This Amendment to the Share Purchase Agreement dated 19th March 2025, is made on this 15th day of September 2025 ("Amendment"), at New Delhi, by and among:

- (1) **ADLIFT MARKETING PRIVATE LIMITED (CIN: U52590DL2012PTC239375)**, a company duly incorporated under the Companies Act, 1956 and validly existing under the Companies Act, 2013 and having its registered office at 20, Rajpur Road, Civil Lines, Delhi - 110054, India (herein after referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

Statutory Affirmation:

- The authenticity of this Stamp Certificate should be verified at www.shilestamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India.
- The onus of checking the legitimacy is on the users of the certificate.



ADLIFT MARKETING PRIVATE LIMITED ADLIFT MARKETING PRIVATE LIMITED ADLIFT MARKETING PRIVATE LIMITED ADLIFT MARKETING PRIVATE LIMITED ADLIFT MARKETING PRIVATE LIMITED

- (2) **LIQVD DIGITAL INDIA LIMITED (CIN: U74999MH2013PLC242904)**, a company duly incorporated under the Companies Act, 2013 and having its registered office at 1st Floor, Queens Mansion, Fort, Mumbai – 400 001 (herein after referred to as the “Acquirer”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**; and
- (3) **PROMOTERS**, the details of whom are provided under **Schedule I PART A of Share Purchase Agreement**, hereinafter for the purpose of this Agreement collectively referred to as “Promoters/Sellers” which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the **THIRD PART**.

(The Company, the Acquirer and the Promoters/Sellers shall be individually referred to as a “Party” and collectively referred to as the “Parties”, as the context may require).

WHEREAS,

- A. The Parties have entered into Share Purchase Agreement dated 19th March 2025 (“Share Purchase Agreement”) in regard to the sale of Sale Shares by the Sellers to the Acquirer.
- B. The Parties now wish to amend the terms of the Share Purchase Agreement to record the revised understanding in regard to the sale of Sale Shares.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms not defined herein shall have the meanings ascribed to them in the Share Purchase Agreement.
2. All terms and conditions regarding the interpretation and construction of the Share Purchase Agreement including under Clause 1.2 of the Share Purchase Agreement shall be deemed incorporated herein.
3. The definition of “Closing Date” in Section 1.1 (h) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

“Closing Date” means First Tranche Closing Date, Second Tranche Closing Date, Third Tranche Closing Date and/or Fourth Tranche Closing Date.

4. The definition of “Second Tranche Purchase Consideration” in Section 1.1 (uu) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

“Second Tranche Purchase Consideration” means the INR 2,00,00,402.90 to be paid to the Sellers as part consideration for Transfer of Second Tranche Sale Shares in such proportion as set out in Schedule III.

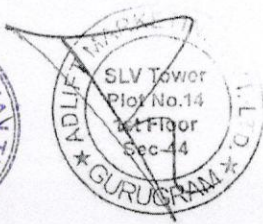
5. The definition of “Purchase Consideration” in Section 1.1 (nn) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

“Purchase Consideration” means the First Tranche Purchase Consideration, the Second Tranche Purchase Consideration, the Third Tranche Purchase Consideration and the Fourth



Tranche Purchase Consideration.

6. The definition of "Second Tranche Long Stop Date" in Section 1.1 (tt) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:
"Second Tranche Long Stop Date" means September 30, 2025, or such other period as may be agreed by Parties in writing;
7. The definition of "Second Tranche Cash Purchase Consideration", "Second Tranche Stock Purchase Consideration", and "Second Tranche LQ Shares" in Section 1.1 (vv), (ww) and (yy), respectively, of the Share Purchase Agreement is deleted in its entirety.
8. The definition of "SSA" in Section 1.1 (zz) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:
"SSA" means the share subscription agreement to be executed between the Acquirer and the Sellers for recording terms and conditions for issue and allotment of First Tranche Stock Purchase Consideration and Third Tranche Stock Purchase Consideration.
9. The definition of "Second Tranche Sale Shares" in Section 1.1 (xx) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:
"Second Tranche Sale Shares" means 5,158 (Five Thousand One Hundred and Fifty Eight) Equity Shares held by the Sellers as provided in Schedule I Part C constituting 5.16% (Five point One Six percent) of the share capital of the Company.
10. The following definitions shall be inserted in Section 1.1 of the Share Purchase Agreement:
"Third Tranche Sale Shares" means 20,631 (Twenty Thousand Six Hundred Thirty One) Equity Shares held by the Sellers as provided in Schedule I Part C constituting 20.63% (Two zero point Six Three percent) of the share capital of the Company.
"Third Tranche LQ Shares" means 9,41,177 equity shares of the Acquirer.
"Third Tranche Purchase Consideration" means the Third Tranche LQ Shares to be allotted to the Sellers as part consideration for Transfer of Third Tranche Sale Shares, in such proportion as set out in Schedule III.
"Third Tranche Long Stop Date" means the earlier of (a) filing of draft red herring prospectus by the Acquirer with Securities Exchange Board of India; or (b) 24 (twenty four) months from the First Tranche Closing Date, or such other period as may be agreed by Parties in writing."
"Fourth Tranche Purchase Consideration" mean the INR 9,00,01,813.05 paid to the Sellers as consideration for Transfer of Fourth Tranche Sale Shares in such proportion as set out in Schedule III.
"Fourth Tranche Sale Shares" means 23,211 (Twenty Three Thousand Two Hundred Eleven) Equity Shares held by the Sellers as provided in Schedule I Part C constituting 23.21% (Two Three point Two One percent) of the share capital of the Company.
"Fourth Tranche Long Stop Date" means the earlier of (a) expiry of 30 (thirty) days from the listing of Acquirer; or (b) 24 (twenty four) months from the First Tranche Closing Date, or such other period as may be agreed by Parties in writing..
11. The clause 7.5 of the Share Purchase Agreement shall be deleted in its entirety.



12. The following clause shall be inserted after clause 4 of the Share Purchase Agreement:

SECTION 4A THIRD TRANCHE CONDITIONS PRECEDENT

4A.1 Sellers' Third Tranche Conditions Precedent to Third Tranche Closing Date. The obligations of the Acquirer to purchase and pay for the Third Tranche Sale Shares on the Third Tranche Closing Date are subject to the satisfaction, or waiver in writing by the Acquirer at or prior to the Third Tranche Closing Date, of the following conditions ("Third Tranche Conditions Precedent"):

- a. Accuracy of Warranties. A certificate, dated as of Third Tranche Closing Date, executed by the Sellers, certifying that the Fundamental Warranties are true and correct with respect to the Third Tranche Sale Shares.
- b. Tax Certificate u/s 281 of the IT Act: At least one day prior to the Third Tranche Closing Date, each of the Sellers will provide a copy of a report from a practicing chartered accountant (on a reliance basis, and in a form and manner acceptable to Acquirer), in each case setting out a status of pending Tax proceedings/demands against each such Sellers as per Section 281 of the IT Act (valid and subsisting on the Third Tranche Closing Date) (each such report a "Third Tranche Section 281 Report").
- c. Valuation Report: A copy of a valuation report from a registered valuer / practicing chartered accountant (on a reliance basis, and in a form and manner acceptable to Acquirer) setting out the fair market value of the Company's Equity Shares u/s 56(2)(x) of the IT Act read with the Income Tax Rules, 1962 based on the financials as of a date agreed between the Parties.

4A.2 Each of the Parties shall take all steps necessary to fulfil the Third Tranche Conditions Precedent promptly and expeditiously and in any event prior to the Third Tranche Long Stop Date.

4A.3 Immediately upon fulfilment (or waiver on a case to case basis, as applicable) of all the Third Tranche Conditions Precedent as provided in Section 4A.1 the Sellers and the Company shall provide written confirmation of the same ("Third Tranche CP Confirmation Certificate") to the Acquirer on the Third Tranche Closing Date.

4A.4 Co-operation. The Parties shall co-operate with each other in good faith and provide all requisite assistance for the satisfaction of any of the Third Tranche Conditions Precedent upon being reasonably requested to do so by the other Party. If any Party becomes aware of anything which will or may prevent any of the Third Tranche Conditions Precedent from being satisfied before the Third Tranche Long Stop Date, the relevant Party shall notify the other Party in writing as soon as practicable.

SECTION 4B FOURTH TRANCHE CONDITIONS PRECEDENT

4B.1 Sellers' Fourth Tranche Conditions Precedent to Fourth Tranche Closing Date. The obligations of the Acquirer to purchase and pay for the Fourth Tranche Sale Shares on the Fourth Tranche Closing Date are subject to the satisfaction, or waiver in writing by the Acquirer at or prior to the Fourth Tranche Closing Date, of the following conditions ("Fourth Tranche Conditions Precedent"):



- a. Accuracy of Warranties. A certificate, dated as of Fourth Tranche Closing Date, executed by the Sellers, certifying that the Fundamental Warranties are true and correct with respect to the Fourth Tranche Sale Shares.
- b. Tax Certificate u/s 281 of the IT Act: At least one day prior to the Fourth Tranche Closing Date, each of the Sellers will provide a copy of a report from a practicing chartered accountant (on a reliance basis, and in a form and manner acceptable to Acquirer), in each case setting out a status of pending Tax proceedings/demands against each such Sellers as per Section 281 of the IT Act (valid and subsisting on the Fourth Tranche Closing Date) (each such report a "Fourth Tranche Section 281 Report").
- c. Valuation Report: A copy of a valuation report from a registered valuer / practicing chartered accountant (on a reliance basis, and in a form and manner acceptable to Acquirer) setting out the fair market value of the Company's Equity Shares u/s 56(2)(x) of the IT Act read with the Income Tax Rules, 1962 based on the financials as of a date agreed between the Parties.

4B.2 Each of the Parties shall take all steps necessary to fulfil the Fourth Tranche Conditions Precedent promptly and expeditiously and in any event prior to the Fourth Tranche Long Stop Date.

4B.3 Immediately upon fulfilment (or waiver on a case to case basis, as applicable) of all the Fourth Tranche Conditions Precedent as provided in Section 4A.1 the Sellers and the Company shall provide written confirmation of the same ("Fourth Tranche CP Confirmation Certificate") to the Acquirer on the Fourth Tranche Closing Date.

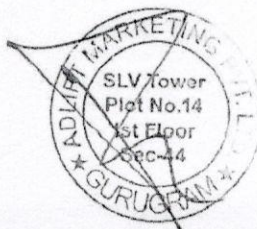
4B.4 Co-operation. The Parties shall co-operate with each other in good faith and provide all requisite assistance for the satisfaction of any of the Fourth Tranche Conditions Precedent upon being reasonably requested to do so by the other Party. If any Party becomes aware of anything which will or may prevent any of the Fourth Tranche Conditions Precedent from being satisfied before the Fourth Tranche Long Stop Date, the relevant Party shall notify the other Party in writing as soon as practicable.

13. The following clause shall be inserted after clause 7 of the Share Purchase Agreement:

SECTION 7A. THIRD TRANCHE CLOSING, DELIVERY AND PAYMENT

7A.1. Third Tranche Closing. Subject to the satisfaction or waiver of the Third Tranche Conditions Precedent and their continued satisfaction or waiver immediately prior to the Third Tranche Closing Date and the receipt of Third Tranche CP Confirmation Certificate by the Acquirer from the Sellers, the Sellers shall, upon receipt of Third Tranche Purchase Consideration, Transfer and deliver to the Acquirer, and the Acquirer shall, upon reliance on, amongst other things, the Warranties and undertakings contained in this Agreement, receive and take delivery from the Sellers, all of the right, title and interest of the Sellers in the Third Tranche Sale Shares free and clear from all Encumbrances, together with the share certificates and duly stamped and executed share transfer forms in relation to the Third Tranche Sale Shares.

7A.2. Third Tranche Closing Payment and Actions. Third Tranche Closing shall take place within 2 (Two) days of the issuance of the Third Tranche CP Confirmation Certificate by the Acquirer. On the Third Tranche Closing Date, the events and actions as set out in **Schedule VIII** shall be executed in the manner and order set out therein and shall be deemed to have been executed simultaneously.



7A.3 Deliverables at the Third Tranche Closing Date. At the Third Tranche Closing Date, the Company shall deliver to the Acquirer the following documents:

- a. Certified extract of the resolutions passed by the Board in relation to items listed in point d of **Schedule VIII**.
- b. Certified extract of the register of members evidencing the entries relating to the transfer of the Third Tranche Sale Shares from the Sellers to the Acquirer.
- c. Certificate, dated as of the Third Tranche Closing Date, executed by Company and the Sellers, certifying that the Fundamental Warranties are true and correct as of the Third Tranche Closing Date.

7A.4. The obligations of each of the Parties in this Section are interdependent on each other. Third Tranche Closing shall not occur unless all of the obligations specified in this Section are complied with and are fully effective.

SECTION 7B. FOURTH TRANCHE CLOSING, DELIVERY AND PAYMENT

7B.1. Fourth Tranche Closing. Subject to the satisfaction or waiver of the Fourth Tranche Conditions Precedent and their continued satisfaction or waiver immediately prior to the Fourth Tranche Closing Date and the receipt of Fourth Tranche CP Confirmation Certificate by the Acquirer from the Sellers, the Sellers shall, upon receipt of Fourth Tranche Purchase Consideration, Transfer and deliver to the Acquirer, and the Acquirer shall, upon reliance on, amongst other things, the Warranties and undertakings contained in this Agreement, receive and take delivery from the Sellers, all of the right, title and interest of the Sellers in the Fourth Tranche Sale Shares free and clear from all Encumbrances, together with the share certificates and duly stamped and executed share transfer forms in relation to the Fourth Tranche Sale Shares.

7B.2. Fourth Tranche Closing Payment and Actions. Fourth Tranche Closing shall take place within 2 (Two) days of the issuance of the Fourth Tranche CP Confirmation Certificate by the Acquirer. On the Fourth Tranche Closing Date, the events and actions as set out in **Schedule IX** shall be executed in the manner and order set out therein and shall be deemed to have been executed simultaneously.

7B.3 Deliverables at the Fourth Tranche Closing Date. At the Fourth Tranche Closing Date, the Company shall deliver to the Acquirer the following documents:

- d. Certified extract of the resolutions passed by the Board in relation to items listed in point d of **IX**.
- e. Certified extract of the register of members evidencing the entries relating to the transfer of the Fourth Tranche Sale Shares from the Sellers to the Acquirer.
- f. Certificate, dated as of the Fourth Tranche Closing Date, executed by Company and the Sellers, certifying that the Fundamental Warranties are true and correct as of the Fourth Tranche Closing Date.

7A.4. The obligations of each of the Parties in this Section are interdependent on each other. Fourth Tranche Closing shall not occur unless all of the obligations specified in this Section are complied with and are fully effective.

14. The clause 7.5(j) of the Share Purchase Agreement shall be deleted in its entirety and shall be replaced with the following:



j. Upon the completion of the transactions contemplated under this Agreement, the Acquirer shall along with nominee, as of the date of the Fourth Tranche Closing Date, hold 100% of the Share Capital of the Company.

15. The clause 8 of the Share Purchase Agreement shall stands deleted in entirety and inserting the following in its place:

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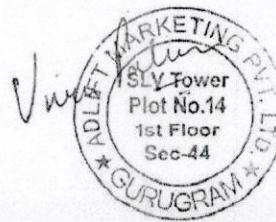
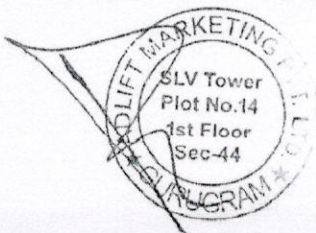
16. The clause 9.1 of the Share Purchase Agreement shall be modified by deleting the clause 9.1 in entirety and inserting the following in its place:

9.1 Representation and Warranties of the Sellers. The Sellers and Company represents and warrants to the Acquirer that the Warranties is true and accurate as of the Effective Date (which representations and warranties shall be deemed to be repeated as of the First Tranche Closing Date by reference to the facts and circumstances then existing as if references in such Warranties to the Effective Date were references to the respective First Tranche Closing Date except for the Fundamental Warranties which shall be repeated as on the Second Tranche Closing Date, Third Tranche Closing Date and Fourth Tranche Closing Date).

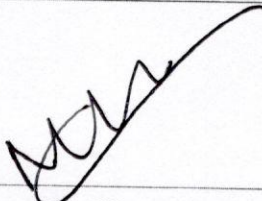
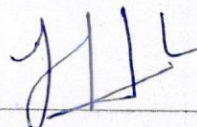
17. The clause 10.7 of the Share Purchase Agreement shall be deleted in its entirety and shall be replaced with the following:

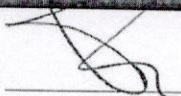

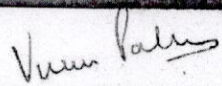

The Parties agree that the aggregate liability of the Indemnifying Party to indemnify the Indemnified Parties under this Section 10 shall not exceed the (a) First Tranche Purchase Consideration where Second Tranche Closing has not consummated, (b) aggregate of First Tranche Purchase Consideration and Second Tranche Purchase Consideration where Third Tranche Closing has not consummated, (c) aggregate of First Tranche Purchase Consideration, Second Tranche Purchase Consideration and Third Tranche Purchase Consideration where Fourt Tranche Closing has not consummated, and (d) Purchase Consideration where Fourth Tranche Closing has consummated. It is hereby clarified that, in case the Damage occurs due to the breach of warranties under Schedule IV, then the aggregate liability of the Indemnifying Party to indemnify the Indemnified Party shall not exceed the First Tranche Purchase Consideration.

18. Schedule I PART C of the Share Purchase Agreement shall be modified by deleting the same in entirety and inserting the details as stated in Annexure 1 to this Amendment.
19. Schedule II of the Share Purchase Agreement shall be modified by deleting the same in entirety and inserting the details as stated in Annexure 2 to this Amendment.
20. Schedule III of the Share Purchase Agreement shall be modified by deleting the same in entirety and inserting the details as stated in Annexure 3 to this Amendment.
21. Schedule VII of the Share Purchase Agreement shall be modified by deleting the same in entirety and inserting the details as stated in Annexure 4 to this Amendment.
22. Schedule VIII shall be inserted after Schedule VII of the Share Purchase Agreement as stated in Annexure 5 to this Amendment.
23. Schedule IX shall be inserted after Schedule VIII of the Share Purchase Agreement as stated in Annexure 6 to this Amendment.



24. In case of any inconsistencies between the terms and conditions contained in this Amendment and the terms and conditions contained in the Share Purchase Agreement, the terms and conditions of this Amendment shall prevail. Except as set forth in this Amendment, all provisions of the Share Purchase Agreement shall remain unmodified and in full force and effect and nothing contained in this Amendment shall amend, modify or otherwise affect the Share Purchase Agreement or any Party's rights or obligations contained therein.
25. This Amendment shall be effective as of the Effective Date.
26. This Amendment read with the Share Purchase Agreement sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, term-sheets, arrangements, and understandings, written or oral, relating to the subject matter hereof
27. Disputes arising out of this Amendment shall be resolved in accordance with clause 13 of the Share Purchase Agreement.
28. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

THE PARTIES HAVE EXECUTED THIS AMENDMENT AS OF THE DATE FIRST WRITTEN ABOVE. COMPANY:	ACQUIRER:
<p>By: </p> <p>Name: <u>ARUN MURTI</u></p> <p>Title:</p>	<p>By: </p> <p>Name: <u>ASHISH JAGAN</u></p> <p>Title:</p>

PROMOTERS / SELLERS:	
<p>By: </p> <p>Name: <u>PRASHANT PURI</u></p> <p></p>	<p>By: </p> <p>Name: <u>VIVEK PAHLWA</u></p> <p></p>



ANNEXURE 1 - SCHEDULE I : PART C

SECOND TRANCHE SALE SHARES

Sr. No.	Seller	Total Shareholding (in number) as on the Effective Date	Number of Second Tranche Sale Shares	Percentage of Second Tranche Sale Shares in total Share Capital	Second Tranche Sale Shares Certificates Number
1.	Mr. Prashant Puri	90,000	4,642	4.64%	
2.	Mr. Vivek Pahwa	10,000	516	0.52%	

THIRD TRANCHE SALE SHARES

Sr. No.	Seller	Total Shareholding (in number) as on the Effective Date	Number of Third Tranche Sale Shares	Percentage of Third Tranche Sale Shares in total Share Capital	Third Tranche Sale Shares Certificates Number
1.	Mr. Prashant Puri	90,000	18,568	18.57%	
2.	Mr. Vivek Pahwa	10,000	2,063	2.06%	

FOURTH TRANCHE SALE SHARES

Sr. No.	Seller	Total Shareholding (in number) as on the Effective Date	Number of Fourth Tranche Sale Shares	Percentage of Fourth Tranche Sale Shares in total Share Capital	Fourth Tranche Sale Shares Certificates Number
1.	Mr. Prashant Puri	90,000	20,890	20.89%	
2.	Mr. Vivek Pahwa	10,000	2,321	2.32%	



Vivek Pahwa



ANNEXURE 2 - SCHEDULE II

PART A

SHAREHOLDING ON EFFECTIVE DATE

Name of the shareholder	Number of equity shares	%holding
Mr. Prashant Puri	90,000	90%
Mr. Vivek Pahwa	10,000	10%
TOTAL	1,00,000	100%

PART B

SHAREHOLDING ON FIRST TRANCHE CLOSING DATE

Name of the shareholder	Number of equity shares	%holding
Mr. Prashant Puri	44,100	44.10%
Mr. Vivek Pahwa	4,900	4.90%
Acquirer	51,000	51.00%
TOTAL	1,00,000	100%

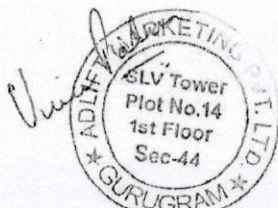
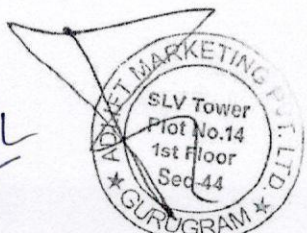
PART C

SHAREHOLDING ON SECOND TRANCHE CLOSING DATE

Name of the shareholder	Number of equity shares	%holding
Mr. Prashant Puri	39,458	39.46%
Mr. Vivek Pahwa	4,384	4.38%
Acquirer	56,158	56.16%
TOTAL	1,00,000	100%

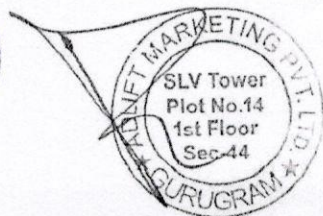
SHAREHOLDING ON THIRD TRANCHE CLOSING DATE

Name of the shareholder	Number of equity shares	%holding
Mr. Prashant Puri	20,890	20.89%
Mr. Vivek Pahwa	2,321	2.32%
Acquirer	76,789	76.79%
TOTAL	1,00,000	100%



SHAREHOLDING ON FOURTH TRANCHE CLOSING DATE

Name of the shareholder	Number of equity shares	%holding
Acquirer with its nominee	1,00,000	100.00%
TOTAL	1,00,000	100%



ANNEXURE 3 - SCHEDULE III

FIRST TRANCHE PURCHASE CONSIDERATION

Sr. No.	Seller	Number of First Tranche Sale Shares	Price per First Tranche Sale Share (in INR)	First Tranche Cash Purchase Consideration (in INR)	First Tranche Stock Purchase Consideration
1.	Mr. Prashant Puri	45,900	2,941.17	10,80,00,000	1,35,000 First Tranche LQ Shares
2.	Mr. Vivek Pahwa	5,100	2,941.17	1,20,00,000	15,000 First Tranche LQ Shares
	Total	51,000		12,00,00,000	1,50,000 First Tranche LQ Shares

SECOND TRANCHE PURCHASE CONSIDERATION

Sr. No.	Seller	Number of Second Tranche Sale Shares	Price per Second Tranche Sale Share (in INR)	Second Tranche Cash Purchase Consideration (in INR)
1.	Mr. Prashant Puri	4,642	3,877.55	1,79,99,587.10
2.	Mr. Vivek Pahwa	516	3,877.55	20,00,815.80
	Total	5,158		2,00,00,402.90

THIRD TRANCHE PURCHASE CONSIDERATION

Sr. No.	Seller	Number of Second Tranche Sale Shares	Price per Second Tranche Sale Share (in INR)	Second Tranche Stock Purchase Consideration
1.	Mr. Prashant Puri	18,568	3,877.55	8,47,059 Second Tranche LQ Shares
2.	Mr. Vivek Pahwa	2,063	3,877.55	9,4,118 Second Tranche LQ Shares
	Total	20,631		9,41,177 Second Tranche LQ Shares



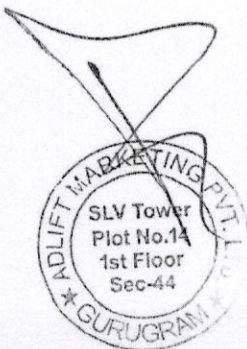
FOURTH TRANCHE PURCHASE CONSIDERATION

Sr. No.	Seller	Number of Third Tranche Sale Shares	Price per Third Tranche Sale Share (in INR)	Third Tranche Cash Purchase Consideration
1.	Mr. Prashant Puri	20,890	3,877.55	8,10,02,019.50
2.	Mr. Vivek Pahwa	2,321	3,877.55	89,99,793.55
	Total	23,211		9.00.01,813.05



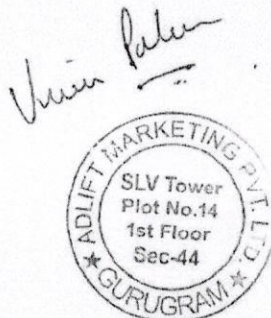
ANNEXURE 4 - SCHEDULE VII

- a. The Acquirer shall pay and remit to the Sellers, the Second Tranche Purchase Consideration.
- b. The Company shall and the Sellers shall cause the Company to convene a meeting of the Board for approving the transfer of the Second Tranche Sale Shares from the Sellers to the Acquirer.
- c. The Sellers shall deliver to its depository participant, duly executed, irrevocable and unconditional delivery instructions slips instructing its depository participant to Transfer the Second Tranche Sale Shares to the Purchaser's demat account, and shall provide such Purchaser with a copy of such delivery instructions slips
- d. The Company shall make the necessary entries in its register of members and register of share transfer to record the Transfer of the Second Tranche Sale Shares from the Sellers to the Acquirer.



ANNEXURE 5 - SCHEDULE VIII

- a. The Acquirer shall undertake all actions with regard to allotment of Third Tranche LQ Shares as Third Tranche Purchase Consideration to the Sellers in the proportion as set out in the Annexure 3-Schedule III.
- b. The Sellers shall deliver to its depository participant, duly executed, irrevocable and unconditional delivery instructions slips instructing its depository participant to Transfer the Third Tranche Sale Shares to the Purchaser's demat account, and shall provide such Purchaser with a copy of such delivery instructions slips
- c. The Company shall and the Sellers shall cause the Company to convene a meeting of the Board for approving the transfer of the Third Tranche Sale Shares from the Sellers to the Acquirer;
- d. The Company shall make the necessary entries in its register of members and register of share transfer to record the Transfer of the Third Tranche Sale Shares from the Sellers to the Acquirer.



ANNEXURE 6 - SCHEDULE IX

- a. The Acquirer shall pay and remit to the Sellers, the Fourth Tranche Purchase Consideration.
- b. The Sellers shall deliver to its depository participant, duly executed, irrevocable and unconditional delivery instructions slips instructing its depository participant to Transfer the Third Tranche Sale Shares to the Purchaser's demat account, and shall provide such Purchaser with a copy of such delivery instructions slips.
- c. The Company shall and the Sellers shall cause the Company to convene a meeting of the Board for approving the transfer of the Fourth Tranche Sale Shares from the Sellers to the Acquirer;
- d. The Company shall make the necessary entries in its register of members and register of share transfer to record the Transfer of the Fourth Tranche Sale Shares from the Sellers to the Acquirer.

