

# PI Opportunities Fund II

## CONSENT FROM THE CORPORATE SELLING SHAREHOLDER

Date: July 28, 2025

To,

**The Board of Directors**

Lenskart Solutions Limited

Plot No. 151,

Okhla Industrial Estate, Phase III,

New Delhi – 110 020,

Delhi, India

Dear Sir, Madam,

**Sub: Proposed initial public offering of equity shares (the “Equity Shares”) of Lenskart Solutions Limited (the “Company” and such offering, “Offer”)**

### Consents

We hereby consent to the inclusion of up to 87,01,817 Equity Shares (the “Offered Shares”) held by us in the Company as part of the Offer for inclusion in the draft red herring prospectus (the “DRHP”).

We hereby consent to the inclusion of our name as a selling shareholder as required under the SEBI ICDR Regulations and other applicable laws in the DRHP to be filed by the Company with the Securities and Exchange Board of India (“SEBI”) and any relevant stock exchange(s) where the Equity Shares are proposed to be listed (the “Stock Exchanges”), the RHP and the Prospectus which the Company intends to register with the Registrar of Companies, Delhi and Haryana at Delhi (the “RoC”) and thereafter file with SEBI and the Stock Exchanges and any other regulatory authority as may be required, and any other materials or documents related to the Offer.

Except for the Equity Shares that may be locked-in as part of the minimum promoter’s contribution for a period of eighteen months or such other period prescribed under the SEBI ICDR Regulations from the date of allotment in the Offer, we hereby consent that our entire pre-Offer shareholding, excluding the Offered Shares which are successfully sold and transferred as part of the Offer, shall be locked-in, in terms of Regulations 8A and 17 of the SEBI ICDR Regulations from the date of allotment in the Offer for such period as may be required under the SEBI ICDR Regulations.

We authorize the Company to deliver a copy of this letter of consent to the RoC, pursuant to Sections 26 and 32 of the Companies Act, 2013, and the rules and regulations thereunder, each as amended, the Stock Exchanges and any other regulatory or statutory authority as may be required/or for the records to be maintained by the book running lead managers (the “BRLMs”) if required, in accordance with applicable law.


The consent provided by way of this letter shall cease to be effective if the Offer is not completed prior to the earlier of (i) the Long Stop Date (as defined in the Waiver cum Amendment Agreement); or (ii) the termination of the offer agreement in connection with the Offer or the engagement letter with the Book Running Lead Managers executed in relation to the Offer. It is clarified that upon such termination, this letter shall be null and void, and shall have no further force or effect, except that the BRLMs can continue to rely upon this letter for the purpose of any requirements under Applicable Law. We also consent to the inclusion of this letter as a part of “Material Contracts and Documents for Inspection” in connection with this Offer, which will be available for public for inspection from the date of filing of the RHP until the Bid/ Offer Closing Date.

This consent letter may be relied upon by the Company, BRLMs and the legal advisors to each of the Company and the BRLMs in respect of the Offer.

The terms capitalized but not defined herein, shall have the meaning ascribed to them in the Offer Documents.

Yours faithfully,

Signed for and on behalf of PI Opportunities Fund – II



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**Authorised Signatory**

**Name: Mallikarjuna**

**Designation: Vice President**

cc:

**Book Running Lead Managers** (Kotak Mahindra Capital Company Limited, Avendus Capital Private Limited, Axis Capital Limited, Citigroup Global Markets India Private Limited, Intensive Fiscal Services Private Limited, Morgan Stanley India Company Private Limited, and any other book running lead managers which may be appointed in relation to the Offer are collectively referred to as the “**Book Running Lead Managers**” or the “**BRLMs**”)

**Kotak Mahindra Capital Company Limited**

27, BKC, 1<sup>st</sup> Floor, Plot No. C-27,  
"G" Block, Bandra Kurla Complex,  
Bandra (East), Mumbai 400 051  
Maharashtra, India

**Avendus Capital Private Limited**

901, Platina, 9th Floor,  
BKC, Bandra (E), Mumbai 400 051  
Maharashtra, India

**Axis Capital Limited**

1<sup>st</sup> Floor, Axis House  
Pandurang Budhkar Marg, Worli  
Mumbai 400 025, Maharashtra, India

**Citigroup Global Markets India Private Limited**

1202, 12<sup>th</sup> Floor  
First International Financial Center  
G-Block, Bandra Kurla Complex  
Bandra (East) Mumbai 400 098  
Maharashtra, India

**Intensive Fiscal Services Private Limited**

914, 9th Floor, Raheja Chambers  
Free Press Journal Marg, Nariman Point  
Mumbai 400 021, Maharashtra, India

**Morgan Stanley India Company Private Limited**

Altimus, Level 39 & 40  
Pandurang Budhkar Marg, Worli  
Mumbai 400 018  
Maharashtra, India

**Domestic Legal Counsel to the Book Running Lead Managers**

**Shardul Amarchand Mangaldas & Co**

Amarchand Towers  
216, Okhla Industrial Estate Phase III  
New Delhi 110 020, India

**Domestic Legal Counsel to the Company**

**Cyril Amarchand Mangaldas**

Level 1 and Level 2, Max towers,  
Plot No. C-001 /A/1, Sector 16 B,  
Gautam Buddha Nagar, Noida 201 301,  
Uttar Pradesh, India

**International Legal Counsel to the Book Running Lead Managers**

**Sidley Austin LLP**

6 Battery Road  
Level 31  
Singapore 049909