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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT EXECUTED ON OCTOBER 27, 2025, BETWEEN SBI FUNDS MANAGEMENT LIMITED AND NEHA BANSAL

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**SHARE PURCHASE AGREEMENT**

**AMONGST**

**SBI FUNDS MANAGEMENT LIMITED**

**("Purchaser")**

**AND**

**NEHA BANSAL  
("Seller")**

Date: October 27, 2025

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## SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("**Agreement**") is made on this 27<sup>th</sup> day of October, 2025 ("**Execution Date**"):

### BY AND AMONGST:

1. **Neha Bansal** an Indian resident aged about 45 years with identification number AAYPB1006F and residing at W-123 Greater Kailash Part 2, New Delhi, (hereinafter referred to as, the "**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); of the FIRST PART;

### AND

2. **SBI FUNDS MANAGEMENT LIMITED**, a company incorporated under the laws of India under the provisions of the Companies Act, 1956 and having its registered office at 9th Floor, Crescenzo, C-38 & 39, G Block, Bandra Kurla Complex, Bandra (East) Mumbai – 400051, Maharashtra, and having its branch office at 5Th Floor, Ashoka Estate, 24 Barakhamba Road, New Delhi 110001, in its capacity as the Investment Manager of SBI Alternative Equity Fund, an alternative investment fund, registered with Securities and Exchange Board of India ("**SEBI**") with respect to the scheme listed in **Schedule 6** to this Agreement (herein after referred to as the "**Purchaser**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PART;

The Purchaser and the Seller are collectively referred to as the "**Parties**" and individually as a "**Party**".

### WHEREAS:

- A. Lenskart Solutions Limited ("**Company**") is engaged in the business of manufacture and retail of eyewear ("**Business**");
- B. The Company filed the draft red herring prospectus dated with the Securities and Exchange Board of India ("**SEBI**"), Bombay Stock Exchange Limited and National Stock Exchange of India Limited (together the "**Stock Exchanges**"), for review and comments in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended. Pursuant to the comments received from SEBI and in order to include updated financial and operational information, the Company has submitted the draft red herring prospectus dated 28 July 2025(the "**DRHP Date**" and together with the foregoing, the "**DRHP**") to SEBI and the Stock Exchanges.
- C. The Company would be filing the red herring prospectus with the Registrar of Companies in due course prior to the IPO.
- D. The Seller is the sole registered and beneficial owner of the fully paid up

Equity Shares.

- E. The Seller is desirous of selling its Sale Shares (as defined hereinafter) and the Purchaser, in accordance with and subject to the terms and conditions as set forth in this Agreement, is willing to acquire such Sale Shares, free and clear of any Encumbrances.
- F. Pursuant to the above, the Parties are desirous of entering into this Agreement to govern the terms and conditions relating to the purchase and sale of Sale Shares.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, to the extent not inconsistent with the context hereof or otherwise defined herein, the definitions listed in **Schedule 1** to this Agreement shall apply throughout this Agreement. The interpretation and / or construction of this Agreement shall be in accordance with the rules of interpretation in **Schedule 2** to this Agreement.

### **1A EXECUTION DATE DELIVERABLES**

On the Execution Date:

- 1A.1 Purchaser shall have delivered to the Seller, a certified true copy of the resolution (passed / approved by its board of directors / committees authorising execution of agreement(s)/ documents in relation to transaction(s) similar to the nature as contemplated herein;

## **2 TRANSACTION AND PURCHASE CONSIDERATION**

### **2.1 Purchase by the Purchaser**

- 2.1.1 Subject to the terms and conditions of this Agreement, and further relying upon the representations warranties, covenants, indemnities and undertakings by the Seller contained herein, and subject to fulfilment of the Conditions Precedent, the Purchaser, hereby agrees to purchase from the Seller, and the Seller hereby agrees to sell and transfer, to the Purchaser, on the Final Completion Date, the Sale Shares, free and clear from any and all Encumbrances, for the Purchase Consideration, together with all rights, title, and interests and benefits now and hereafter attached to such Sale Shares.
- 2.1.2 The Seller shall procure and deliver to the Purchaser the shareholding pattern of the Company as at two days prior to the Execution Date and the shareholding pattern of the Company on the Final Completion Date.

## 2.2 Payment of Purchase Consideration

2.2.1 The Parties agree and acknowledge that subject to the fulfilment of the Conditions Precedent as set out Clause 3 hereto, on the on Final Completion Date, in consideration of the purchase of the Sale Shares by the Purchaser, the Purchase Consideration shall be paid by the Purchaser to the Seller to its designated bank accounts, details of which are set out in **Schedule 4** in accordance with this Agreement net of withholding tax. The Purchaser shall be liable to withhold taxes as per section 194Q of the IT Act on the purchase consideration in excess of INR 50 lakhs. Notwithstanding anything contained in this Agreement, the Purchaser shall not be liable or under any obligation to acquire the Sale Shares and make payment of the Purchase Consideration to the Seller until the issuance of the Closing Confirmation Notice by the Purchaser.

2.2.2 Seller acknowledges that payment of the Purchase Consideration net of Withholding Tax (as per section 194Q of the IT Act) shall constitute a full and final discharge of the obligation of the Purchaser towards the Seller to pay the Sale Consideration for the transfer of the Sale Shares. Further, it being agreed between the Seller and the Purchaser that the Purchaser will not be responsible for the payment of any Taxes attributable to, payable, suffered or incurred by the Seller, except for the taxes withheld under section 194Q of the IT Act in accordance with this Agreement. In connection with the sale and purchase of the Sale Shares in accordance with this Agreement and the same shall be solely borne by the Seller, without any recourse or liability of any nature whatsoever to the Purchaser. The Purchaser hereby agrees acknowledges and undertakes that it shall deposit the withholding tax amount with the Governmental Authority within the timelines prescribed under the IT Act and shall issue withholding tax certificate in the prescribed form to the Seller in accordance with Applicable law.

2.3 Each Party hereby agrees and undertakes that it shall, at all times use their respective best endeavours to achieve Completion. Completion shall take place during business hours on the Final Completion Date, unless mutually agreed to be extended by the Parties in writing, which shall be no later than October 30, 2025 ("**Long Stop Date**").

## 2.4 Completion Actions

2.4.1 On the Final Completion Date and subject to no Material Adverse Effect having occurred, the Parties shall carry out the following actions or deliver the following documents in the order stated hereunder:

- (i) the Seller shall provide to the Purchaser, evidence of stamp duty having been paid under the Indian Stamp Act, 1899, in respect of the transfer of the Sale Shares to the Purchaser contemplated under this Agreement;

- (ii) Purchaser shall remit the Purchase Consideration (net of Withholding Tax as per section 194Q of the IT Act,) by way of wire transfer to the Seller's Designated Bank Account (details of which are set forth in **Schedule 4** hereto).
- (iii) Simultaneously with the release of funds by the Purchaser to the Seller as per the above Clause 2.4.1 (ii), and upon receipt of the confirmation by providing the UTR number –confirming the remittance, the Seller shall deliver to its Depository Participant, duly executed instructions in the prescribed form, for the transfer of the Sale Shares from the Seller's Demat Account to the Purchaser's Demat –Account as set out in Schedule 1, and cause the Depository Participant of the Seller to acknowledge such instructions and deliver a copy of such acknowledgement to the Purchaser;

2.5 All actions contemplated by Clause 2.4.1 (*Completion Actions*) above to be completed on the Final Completion Date shall be deemed to occur simultaneously and no action shall be deemed to be consummated unless all such actions are consummated.

2.6 Actions post the Final Completion Date

2.6.1 The Seller undertakes to file its income-tax return in India accordance with the IT Act for the financial year in which the Completion occurs, which shall include complete disclosure of the transactions contemplated under this Agreement and as required under IT Act. Further, the Seller shall not, with respect to the Sale Shares, in any filing , take any tax position contrary to warranties provided under this Agreement.

### **3 CONDITIONS PRECEDENT**

3.1 Notwithstanding anything to the contrary contained herein, the obligation of the Purchaser, to purchase the Sale Shares and make payment of the Purchase Consideration (net of Withholding Tax as per section 194Q of the IT Act), to the Seller and the Seller to sell the Sale Shares to the Purchaser, in accordance with this Agreement, is subject to fulfilment of all the following respective conditions (collectively, the "**Conditions Precedent**"), in each case in a form and substance to the absolute satisfaction of the relevant Parties, unless waived or deferred, to the extent permitted under Applicable Law, by the Purchaser in writing:

3.1.1 Seller shall have procured that the Company files and the Company shall have filed the red-herring prospectus in connection with the IPO with the ROC and immediately upon receipt of acknowledgement from the ROC the Seller shall confirm in writing to the Purchaser in respect of the said acknowledgement from the ROC. Such confirmation from the Seller shall be accompanied with a copy of the acknowledgement challan from ROC;

3.1.2 Seller shall have provided to the Purchaser a certified copy of the

Permanent Account Number (PAN) card issued to such Seller by the Tax Authority in India;

3.1.3 Seller shall have provided to the Purchaser its 281 Tax Status Report on a reliance basis from the Seller Tax Advisor, in a form agreed between the Seller and the Purchaser;

3.1.4 The Seller shall procure and deliver to the Purchaser and Seller, a valuation report on a reliance basis of the fair market value of the Sale Shares as on the Final Completion Date as per sections 50CA and 56(2)(x) of the IT Act, and related Rules 11U, 11UA and 11UAA of the Income Tax Rules, 1962, prepared by a registered merchant banker; and

### 3.2 **Proof of Compliance with Conditions Precedent**

3.2.1 No later than 1 (one) Business Day from, the fulfilment of the Conditions Precedent required to be fulfilled by the Seller within the timeline as set out in Clause 3.2.2 below (or waiver or deferment thereof, in accordance with Clause 3.1 above), the Seller shall give notice to the Purchaser in writing confirming completion of all of its respective Conditions Precedent, accompanied by all documents evidencing the fulfilment of such Conditions ("**CP Confirmation Notice**").

3.2.2 Within a period of 2 (two) Business Days from the date of receipt of the CP Confirmation Notice by the Purchaser, either (i) if the Purchaser is fully satisfied that the Seller has completed the Conditions Precedent as specified in the CP Confirmation Notice and is accordingly desirous of purchasing the Sale Shares, the Purchaser will issue a notice to the Seller, confirming the same ("**Closing Confirmation Notice**"); or (ii) if the Purchaser is not satisfied with the CP Confirmation Notice and has any objections in respect of the completion of any of the Conditions Precedent, the Purchaser will notify the Seller of the same in writing ("**Objection Notice**") within the aforesaid time period; or (iii) if the Purchaser is desirous of terminating this Agreement, the Purchaser will issue a termination notice to the Seller in accordance with Clause 3.3.

3.2.3 Parties shall proceed to Completion in accordance with Clause 2.5 within 1 (one) Business Day of receipt of the Closing Confirmation Notice from the Purchaser it being clarified that the Final Completion Date shall be no later than July 28, 2023. It is hereby agreed between the Parties that for the purposes of Clause 3.1 and 3.2, the Seller and the Company shall ensure the performance of its obligations for the satisfaction of the Conditions Precedent set out in Section 3.2 on or before the Long Stop Date.

### 3.3 **Termination on account of non-fulfilment of Conditions Precedent**

3.3.1 The Seller shall procure that the Conditions Precedent are satisfied in accordance with the timelines as set out in Clause 3.2.3 above.

3.3.2 Notwithstanding Clause 3.3.1 above, in the event that the Completion does not occur on or prior to the Long Stop Date, this Agreement shall, , and without any further action on the part of any of the Parties, stand automatically terminated with immediate effect.

3.3.3 Notwithstanding Clause 3.2.2 above, if any of the Conditions Precedent are not fulfilled in the manner contemplated in this Clause 3 (to the extent they are not waived or deferred by the Purchaser in writing) on or before the Long Stop Date, the Purchaser shall have the right to terminate this Agreement, and no Party shall be entitled to make any Claim against any other Party.

#### **4 REPRESENTATIONS AND WARRANTIES**

##### **4.1 Seller Representations and Warranties**

As on the Execution Date and the Final Completion Date, the Seller hereby, represents and warrants to the Purchaser that:

4.1.1 she is an individual, resident of India within the meaning of the IT Act and the Foreign Exchange Management Act, 1999, and has the legal capacity to enter into this Agreement;;

4.1.2 she has the full legal capacity, power and authority to execute and deliver this Agreement;

4.1.3 the execution and delivery of this Agreement by her has been duly authorised and approved and does not require any further approvals from her or any governmental or corporate authority;

4.1.4 the execution and delivery of this Agreement (including the obligations undertaken in relation to the transactions contemplated hereunder) do not violate Applicable Law, or contravene the provision or constitute a default under any document, contracts or agreements (written or oral) to which she is a party;

4.1.5 it has acquired and holds the Sale Shares in compliance with applicable laws;

4.1.6 it has valid and marketable title to the fully paid-up Sale Shares and is the sole legal and beneficial owner of the Sale Shares which are free and clear of any Encumbrance;

4.1.7 The Seller has acquired and holds the Sale Shares as a "capital asset" in terms of the provisions of the IT Act. Further, for accounting purposes, the Seller treats the Sale Shares as non-current assets. Gains accruing on sale of such sale shares shall be 'income from long term capital gains' in the hands of Seller

4.1.8 The Sale Shares are fully paid up and there are no restrictions, reservations, options and/or any other rights / obligations of same or

similar nature attached to the Sale Shares and are not subject to any lock-in requirements, pre-emptive rights or other similar restrictions under any agreement / document.

- 4.1.9 the Seller has not taken any steps to cause the Company to withdraw or to prevent the proposed IPO;
- 4.1.10 the Seller has all necessary Approvals required to be obtained by her for the execution, delivery and performance of this Agreement;
- 4.1.11 there are no pending tax proceedings and/or outstanding demand(s) against the Seller initiated by the Governmental Authorities (including taxation authorities) nor any orders / judgements passed by the Governmental Authorities (including Tax Authorities) that prohibit the sale by the Seller of the Sale Shares to the Purchaser (including any notices under Rule 2 of the Second Schedule of the IT Act) or are likely to adversely affect the title of the Purchaser to the Sale Shares or likely to render sale of Sale Shares to the Purchaser in manner contemplated by this Agreement, void or voidable, under the provisions of Section 281 of the IT Act, including pursuant to or arising out of the matters set out in the 281 Tax Status Report;
- 4.1.12 There are no litigations or proceedings to which the Seller is a party, which may adversely impact the Seller's ability to sell the Sale Shares to the Purchaser or consummate the Repurchase (as applicable).
- 4.1.13 The Permanent Account Number (PAN) allotted to the Seller by the Tax Authority in India is and continues to be valid and has not been surrendered or otherwise cancelled.
- 4.1.14 The Sale Shares are only in dematerialized form.
- 4.1.15 All the information, representations and documents provided by the Seller to its tax advisors for preparation of 281 Tax Status report is true, complete and accurate in all respects.
- 4.1.16 The Seller is not currently subject to any proceedings for its liquidation, whether voluntary or involuntary, nor has any resolution been passed or notice in writing of the same been received by the Seller in this regard, nor has the Seller appointed, or received or sent any written notice for the appointment of, a liquidator or provisional liquidator or administrator for any of the Seller's assets;
- 4.1.17 The Seller is a resident of India within the meaning of the IT Act and the Foreign Exchange Management Act, 1999;
- 4.1.18 The Seller has not committed any act, deed, matter or thing whereby:
  - (a) the Sale Shares can be forfeited, extinguished or rendered void or voidable; or

(b) the ownership of the Sale Shares may become or be prejudicially affected.

4.1.19 The Seller is not registered nor is she required to be registered under applicable Central and State Goods and Services Tax legislations;

#### 4.2 Purchaser Representations and Warranties

As of the Execution Date, the Final Completion Date and Repurchase Completion Date (if applicable), the Purchaser hereby represents and warrants to the Seller that:

4.2.1 it is duly incorporated and validly existing under the laws of India;

4.2.2 it has the power and authority to execute and deliver this Agreement;

4.2.3 the execution and delivery of the Agreement has been duly authorised and approved by passing various resolutions as would be required for the purpose of the transaction and do not require any further corporate approvals and/ or authorizations;

4.2.4 the execution and delivery of this Agreement do not violate Applicable Law, the contents of its charter documents or any agreement to which it is a party;

4.2.5 it has all necessary Approvals required to be obtained by it for the execution, delivery and performance of this Agreement;

4.2.6 The Purchaser and its asset management company is not a resident / entity of any country which shares land border with India as per the Foreign Exchange Management (Non-debt Instruments) Rules 2019, as amended from time to time. To the extent that the Purchaser and / or its asset management company is not a natural Person, not more than 10% (ten per cent) of Purchaser's share capital / ownership interest / asset under management is beneficially owned by any person (whether acting alone or in conjunction with one or more persons), who is situated in or is a citizen of any country which shares land borders with India as per the Foreign Exchange Management (Non-debt Instruments) Rules 2019 as amended from time to time;

4.2.7 it shall be in possession of requisite funds equivalent to the Purchase Consideration, in order to enable it to fulfil its obligations and acquiring the Sale Shares from the Seller, on the Final Completion Date.

#### 4.3 Additional Representations and Warranties

As of the Execution Date and the Final Completion Date, the Seller hereby, represents and warrants to the Purchaser that:

4.3.1 the Company is duly incorporated and validly existing under the laws of its country of incorporation i.e. India;

- 4.3.2 The information and contents set out in the DRHP and RHP remain materially true and correct.
  - 4.3.3 as per the records of the Company the Sale Shares of the Company are in the name of the Seller and are freely transferable;
  - 4.3.4 the Company has not taken any steps to withdraw the proposed IPO;
  - 4.3.5 Upon acquisition of the Sale Shares, the Sale Shares shall not be subject to any right of first refusal or tag-along right or drag-along right or any other obligation other than as provided for under the Companies Act, 2013, or other than as applicable to shares of any listed company in India (in case the IPO is consummated)
  - 4.3.6 the Seller shall procure that the Company duly updates the red herring prospectus to the extent required in respect of the sale of Sale Shares by the Seller to the Purchaser; and also take all such steps, acts and actions that are required to ensure the completion of the transactions contemplated under this Agreement.
- 4.4 No Party has made any implied representations or warranties to any other Party and each Party expressly disclaims any and all representations and warranties that are not expressly set forth in this Clause 4.

## **5 INDEMNIFICATION**

- 5.1 Subject to the terms of this Agreement, on and from the Final Completion Date, Seller ("**Indemnifying Party**") shall indemnify and hold harmless the Purchaser, its trustees, sponsors, its asset management company, their directors and employees (the "**Indemnified Party**"), from and against any and all breach of representations and warranties provided by the Seller under Clause 4.1 and 4.3 and / or breach of any covenants of the Seller under this Agreement and/or any fraud, gross negligence or wilful misconduct by the Seller ("**Indemnification Event**").
- 5.2 Any claim for indemnity pursuant to Clauses 5.1 ("**Claim**") may be made by the Indemnified Party by giving written notice ("**Indemnity Notice**") to the Indemnifying Party promptly and in any event no later than 30 (thirty) Business Days of the Indemnified Party becoming aware of the circumstance or matter giving rise to such Claim. The Indemnity Notice shall specify (a) details of Losses claimed, if ascertainable; (b) the events and circumstances giving rise to the Losses; and (c) specific provision of the Agreement pursuant to which such Claim is being made.
- 5.3 Within 30 (thirty) Business Days of receipt of the Indemnity Notice, the Indemnifying Party may accept or dispute (in full or in part), the Claim raised, by the Indemnified Parties under the Indemnity Notice and, where accepted, make the payments in relation to such accepted and undisputed Claims, within 15 (fifteen) Business Days of such acceptance by the Indemnifying Party of the Claim made under the Indemnity Notice. Any payment of the indemnification claims shall be made without withholding or deduction of any

Tax, subject to the limits set out in Clause 5.8.2. If any Taxes are required to be withheld/paid by the Indemnified Party on indemnity payments made by the Indemnifying Party, the Indemnifying Party shall, when making such indemnity payments, make a payment of such additional amount to the Indemnified Party, as shall be required to ensure that the net amount received by such Indemnified Party will equal the full amount that would have been received by it, had no such Tax been required to be withheld/paid, subject at all times to the limits set out in Clause 5.8.

- 5.4 In the event the Claim is disputed by the Indemnifying Party, the Indemnifying Party shall provide written notice to the Indemnified Party within 15 (fifteen) Business Days of receipt of the Indemnity Notice, which dispute shall then be subject to Clause 6.2.
- 5.5 It is hereby clarified that any interim payments/ Tax payment under protest required to be made to the Tax Authorities to enable continuation of such Tax proceedings shall be made by the Indemnifying Parties. The Parties agree that under no event or circumstances shall the Indemnified Party be out-of-pocket for any third party payments, interim payments or Tax payments
- 5.6 The amount of any Losses that are subject to indemnification under this Clause 5 shall be reduced by the amount of any net insurance proceeds and the net proceeds of any indemnity, contribution or other similar payment actually received by the Indemnified Party in respect of such Losses ("**Third Party Payments**").
- 5.7 The Indemnifying Party shall have no liability under this Agreement: (a) in respect of any contingent liability of the Indemnified Party or any liability which is not capable of being quantified, until such time as it becomes an actual and quantifiable liability; and (b) for any indirect or remote losses; (c) if the Indemnifying Party does not receive from the Indemnified Party notice in respect of any Loss in the manner and within the time limits set out in this Agreement but only to the extent that the Indemnifying Party is materially prejudiced by solely and directly by such failure or delay in notice.
- 5.8 Limits on Liability:
- 5.8.1 The aggregate liability of the Indemnifying Party towards the Indemnified Party with respect to any and all Claims under this Agreement shall not exceed the Purchase Consideration. An Indemnified Party shall be entitled to make an indemnification Claim for Indemnification Events for a period of 3 (three) years from the end of the Financial Year in which Completion occurs other than in respect of any Tax, in which case the applicable period of limitation shall be 7 (seven) years. Notwithstanding anything contained herein, for the avoidance of doubt, it is clarified that any indemnification Claim notified by an Indemnified Party prior to the expiry of the aforesaid period shall continue to remain valid and be subject to indemnification under this Clause 5 even after expiry of the aforesaid periods.
- 5.8.2 In the event the Indemnified Party has recovered completely the Losses hereunder or otherwise in respect of a particular Claim, it shall

not be entitled to make another Claim with respect to the same Loss suffered.

5.8.3 Exclusive Monetary Remedy: The Indemnified Parties acknowledge and agree that, notwithstanding anything to the contrary contained in this Agreement, from and after the Final Completion Date, its sole and exclusive monetary remedy against the Indemnifying Party with respect to any and all Claims pursuant to an Indemnification Event, shall be pursuant to the provisions set forth in this Clause 5.

5.8.4 Notwithstanding any other provision of this Agreement, the limitations set out at Clauses 5.8.1 and 5.8.3 shall not apply to any matters related to any fraud or wilful misconduct by the Seller.

5.9 The Indemnified Parties shall be entitled, at the cost of the Seller, defend and prosecute the Third Party Claim and neither Party shall settle or compromise the Third Party Claim without the prior consent of the other Party, which shall not be unreasonably withheld.

## **6 GOVERNING LAW AND DISPUTE RESOLUTION**

### **6.1 Governing Law and Jurisdiction**

This Agreement and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with, laws of India. The courts in Mumbai shall have exclusive jurisdiction in respect of any disputes arising between the parties.

### **6.2 Dispute Resolution**

6.2.1 If any dispute, controversy or claim between the Parties arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof ("**Dispute**"), the Parties shall use all reasonable endeavours to negotiate with a view to resolving the Dispute amicably. If a Party gives the other Party notice that a Dispute has arisen (a "**Dispute Notice**") and the Parties are unable to resolve the Dispute amicably within 15 (Fifteen) days of service of the Dispute Notice (or such longer period as the Parties may mutually agree), then the Dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 in accordance with the terms of this Clause 6.2. by delivery of a written notice by a Party to the other Party ("**Arbitration Notice**").

6.2.2 The arbitral tribunal shall consist of total 3 (Three) arbitrators, 1 (One) being appointed by the claimant, 1 (One) being appointed by the respondent and the 2 (Two) arbitrators so appointed shall appoint the third arbitrator. Each of the claimant and the respondent shall appoint 1 (One) arbitrator within 30 (Thirty) days of receipt of the Arbitration Notice, and the 2 (two) arbitrators so appointed shall appoint a third arbitrator.

- 6.2.3 The seat of arbitration shall be Mumbai. All proceedings in the arbitration shall be conducted in English. The award of the arbitral tribunal shall be in writing and state the reasons for the award and be final, conclusive and binding upon the Parties. The costs of arbitration shall be borne by the losing Party unless otherwise determined by the arbitration award.
- 6.2.4 Save and except disclosures that are required to be disclosed by the Purchaser under the applicable law or in the ordinary course of business, Parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall not be disclosed beyond the tribunal, the Parties, their advisors or counsel and any Person necessary to the conduct of the proceeding, except as required by provisions of Applicable Law necessary to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.
- 6.2.5 Notwithstanding anything contained herein it is hereby agreed by and between the Parties that during the pendency and final resolution of the aforesaid dispute or disposal of any proceedings relating thereto, the Purchaser herein shall be entitled to freely transfer the Sale Shares to any other Person (including the Affiliates of the Purchaser) without any recourse to the other Parties herein; and such other Person would derive a good and proper title to the Sale Shares. It is further agreed that the Company and the Seller shall cooperate with the Purchaser herein and take all such acts and actions to ensure the consummation of such sale and transfer. It is clarified that pursuant to any such sale and transfer of the Sale Shares to such other Person, the actions and proceedings relating to the aforesaid dispute may be continued by either of the Purchaser or such other Person as the successor in title to the Sale Shares, at the sole option and absolute discretion of the Purchaser herein, and the other Parties herein shall not object to the same in any manner.

## **7 TERMINATION**

- 7.1. In addition to the Purchaser's right to terminate the Agreement in the event that the Conditions Precedent are not fulfilled in the manner contemplated in Clause 3. this Agreement shall stand terminated automatically prior to the Final Completion Date if Completion does not occur by the Long Stop Date.
- 7.2. The provisions of Clauses 1 (*Definition and Interpretation*) 5, (*Indemnity*) 6 (*Governing Law and Dispute Resolution*), 7.2, 8 (*Notices*) and 9 (*Miscellaneous*) shall survive such termination of this Agreement.
- 7.3. Termination of this Agreement in accordance with Clause 7.1 shall not affect the rights of either Party which have accrued pursuant to a default or breach of the provisions of this Agreement prior to the date of termination.

## 8. NOTICES

- 8.1. Notices. Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address set out below (or such other address as the addressee has by 5 (Five) Business Days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if delivered in person or by courier, when proof of delivery is obtained by the delivering Party; (b) if sent by internationally recognised courier, recorded delivery, special delivery at 10 a.m. on the third Business Day from the date of posting; (c) if sent by registered post, at 10 a.m. on the fifth Business Day from the date of posting; (d) by way of email, as soon as the email leaves the system of the sender to be transmitted to the addressee (unless communication is received of failure to deliver the email).
- 8.2. The initial address and facsimile for the Parties for the purposes of the Agreement are:

### **If to the Seller:**

Name : Neha Bansal  
Address : W-123, Greater Kailash Part 2, New Delhi  
Attention : Neha Bansal  
Email : [nehab@lenskart.com](mailto:nehab@lenskart.com)

### **If to the Purchaser:** *(relevant Purchase details to be added)*

Address : 9th Floor, Crescenzo, C-38 & 39, G Block, Bandra Kurla Complex, Bandra (East,) Mumbai- 400051  
Attention : Chief Operating Officer  
Email : [ramakrishna.b@sbimf.com](mailto:ramakrishna.b@sbimf.com)

## 9. MISCELLANEOUS

- 9.1. Recital: The Recitals are hereby incorporated into and made a part of this Agreement and shall be deemed to be material and operative provisions of this Agreement and binding on all the Parties.
- 9.2. Relationship. This Agreement does not create a relationship of employment, agency or partnership between the Parties.
- 9.3. Further Action. Each Party agrees to perform (or procure the performance of) all further acts and things (including the execution and delivery of, or procuring the execution and delivery of, all deeds and documents that may be required by Applicable Law or as may be necessary, required or advisable, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them) as the other Party may reasonably

require to effectively carry on the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder.

- 9.4. **Assignment.** This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto. No right, benefit, interest or obligation under this Agreement may be assigned or transferred by any Party or by operation of Applicable Law or otherwise without the prior written consent of the other Party, provided however that the Purchaser shall be entitled to assign its rights under this Agreement to any Affiliate and/or any transferee of any Sale Shares.
- 9.5. **Amendments and Waiver.** No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. The failure of a Party at any time to require performance of any obligation under this Agreement is not a waiver of that Party's right: (a) to claim damages for breach of that obligation; and (b) at any other time to require performance of that or any other obligation under this Agreement, unless written notice to that effect is given by the Party purporting to make such waiver. Any such waiver shall be limited to the specific breach waived. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.
- 9.6. **Independent Rights.** Subject to Clause 5.8, each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 9.7. **Specific Performance.** The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and, subject to Clause 5.8, are in addition to any other rights and remedies the Parties may have at law or in equity, including without limitation a right for damages.
- 9.8. **Severability.** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law or regulation or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest

extent permitted by Applicable Law. Notwithstanding the foregoing any provision which cannot be amended as may be necessary to make it valid and effective shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered.

- 9.9. Cost and Expenses. Each of the Parties hereto shall pay their own costs and expenses (including the fees and costs of any financial or technical advisors, lawyers or accountants engaged by it) relating to the negotiation, preparation and execution of this Agreement. Any stamp duty payable on this Agreement and in respect of the transaction contemplated herein shall be borne equally by the Seller and Purchaser.
- 9.10. Entire Agreement. This Agreement and the Escrow Agreement shall contain the entire understanding of the Parties and shall supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.
- 9.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of a counterpart may be effected in hard copy or by electronic mail. If the Parties are not located at one place on the date of signing of this Agreement, the signature page of the counterpart signed by a Party shall be transmitted to the other Parties by electronic mail and the same shall be deemed to be the signature of such Party on this Agreement.
- 9.12. Confidentiality.
- 9.12.1. This Agreement, and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement are confidential to them and shall not be disclosed to any Person that is not a Party to the Agreement by any of the Parties. The Parties shall hold in the strictest confidence, not use or disclose to any third Person, and take all necessary precautions to secure any confidential information of the other Parties. All confidential information disclosed by a Party hereto to any other Party shall be kept confidential by the Party receiving such information and shall not be used by such Party other than in connection with this Agreement.
- 9.12.2. The obligation of confidentiality under Clause 9.12.1 shall not apply to:
- (a) the disclosure of information, which, at the date of disclosure, is in, or after the date of disclosure, comes into, the public domain;
  - (b) any disclosure of information required by Applicable Law, or any Governmental Authority;

- (c) information which is independently developed by the recipient from information provided or obtained other than pursuant to or in connection with this Agreement;
- (d) the disclosure by any Party in confidence to its Affiliate, or any director, officer, shareholder, investor, partner, potential shareholder, investors or partners, financing sources, employees, agents, committees, representatives and professional and other advisers and consultants of that Party or Affiliate, who are subject to confidentiality requirements whether under a contract, professional ethics, fiduciary or otherwise;
- (e) any disclosure of information relating to this Agreement, the transactions contemplated herein or the Purchaser in the offer documents in relation to the IPO of the Company;
- (f) any disclosure of information to a Party's professional advisors being subject to the confidentiality obligations contained in this Agreement;
- (g) any disclosure by the Purchaser of any information in its ordinary course of business

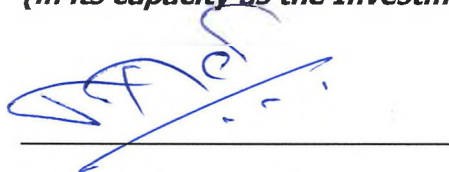
9.13. Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

9.14. Time. Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.

*[EXECUTION PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the day and year first hereinabove written:

Signed and delivered for and on behalf of **SBI FUNDS MANAGEMENT LIMITED**  
*(in its capacity as the Investment Manager of SBI Alternative Equity Fund)*



Authorised Signatory

Name: Munish Sabharwal

Title: Executive Vice President

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the day and year first hereinabove written:

Signed and delivered for and on behalf of Neha Bansal

\_\_\_\_\_  \_\_\_\_\_

Authorised Signatory:

Name: Neha Bansal

Title: Not Applicable

## SCHEDULE 1

### DEFINITIONS

In this Agreement: (a) capitalized terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed, and (b) the following terms shall have the following meanings assigned to them herein below:

- (i) **"281 Tax Status Report"** means a report issued by an independent reputed chartered accounting firm, in a form agreed to by the Purchaser, confirming that there are no open or pending Tax proceedings or outstanding tax demands against or with respect to the corresponding Seller, or setting out the status of any such Tax proceedings or demands, as the case may be, for the purpose of Section 281 of the IT Act;
- (ii) **"Affiliate(s)"** shall mean in relation to any Person, any Person that Controls, is Controlled by or is under common Control with such Person and also, in the case of a natural Person, any Relative of such Person, in each case from time to time. Provided however that "Affiliate" in the case of the Seller shall include (a) any funds managed, directly or indirectly, by and (b) any investment entities or special purpose vehicles which are Controlled, either directly or indirectly, by funds referred to in (a) above, but shall not include any portfolio company of any of the funds referred to in (a) and/ or any of the entities referred to in (b) above. For the purpose of this definition, a Person shall be deemed to be in "**Control**" or "**Controlling**" another Person if such first referred Person, directly or indirectly, through one or more of its Affiliates (a) owns more than 50% of the voting securities of such other Person; or (b) has the right or power to appoint the majority of the board of directors or other management body of such other Person; or (c) has the right or power, directly or indirectly, to direct or cause the direction of management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise. The term "Controlled" shall be construed according to the foregoing;
- (iii) **"Agreement"** means this agreement along with the Schedules and Annexes attached hereto, as amended from time to time;
- (iv) **"Applicable Law"** means (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable jurisdiction (including jurisdictions in which the relevant Party is incorporated and/or carrying on any business or activities); (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or consents of any Governmental Authority, or agreements with, any Governmental Authority; (c) rules of any recognized Stock Exchange; and (d) international treaties, conventions and protocols; in each case as applicable and as may be in force and have effect of law from time to time and including any amendments which have a retrospective effect;
- (v) **"Approvals"** means approvals, permissions, consents, registrations, exemption orders, waivers, permits, no-objection certificates, certificates,

filings, concessions, licenses and other authorisations required to be obtained from any Governmental Authorities, under Applicable Law;

- (vi) "**Board**" means the Board of Directors of the Company;
- (vii) "**Business Day**" means any day other than a Saturday, Sunday or any day on which banks in Singapore and Mumbai are closed;
- (viii) "**Completion**" means the completion of the sale and transfer of the Sale Shares from the Seller to the Purchaser in accordance with terms of this Agreement;
- (ix) "**Charter Documents**" means, the memorandum of association and articles of association of the Company, as amended from time to time;
- (x) "**DRHP**" has the meaning ascribed to such term in Recital C;
- (xi) "**Demat Account**" means the account held with the Depository Participant for effecting transactions as contemplated under this Agreement in securities held in dematerialised form;
- (xii) "**Depository Participant**" means depository participant within the meaning of the Depositories Act, 1996 who has an agreement with the Depository under Section 4(1) of the Depositories Act, 1996;
- (xiii) "**Encumbrances**" means (a) any transfer, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, non-disposal undertakings, arrangement, obligation, rights, benefits, entitlement, security interest or other understanding, encumbrance or agreement of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the transfer or granting of security but which has an economic or financial effect similar to the transfer or granting of security under Applicable Law; (b) purchase or option agreement or arrangement; (c) any adverse claim as to title, possession or use; and (d) any proxy, power of attorney, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favor of any Person;
- (xiv) "**Equity Shares**" means the fully paid up equity shares of the Company, each having a face value of Rs.2/- (Rupees two);
- (xv) "**Final Completion Date**" means the date on which the Completion occurs;
- (xvi) "**Fair Valuation Certificate**" means a certificate of valuation of paid-up Equity Shares from a registered merchant banker, setting out that the fair value of the Sale Shares determined in accordance with the internationally accepted pricing methodology;
- (xvii) "**Governmental Authority**" means any government authority, statutory authority, regulatory authority, government department, tribunal or court or any authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the government, having

jurisdiction on behalf of the Republic of India or any state or province or other political subdivision thereof or any municipality, district or other subdivision thereof or in any other nation over the relevant Party or the Company;

- (xviii) "**IPO**" shall mean an initial public offering of the equity shares of the Company along with an offer for sale of equity shares of the Company; for successful listing on the Stock Exchange;
- (xix) "**IT Act**" means the Income Tax Act, 1961 as amended, re-enacted or replaced from time to time together with all applicable bye-laws, rules, regulations, orders, ordinances, policies, notifications, circulars, directions and the like issued thereunder;
- (xx) "**Loss**" or "**Losses**" means direct and actual loss (including tax losses), damage, injury, liability, obligation, claim, demand, settlement, assessment, judgment, award, fine, penalty, interest, expenses, fee (including any Taxes, reasonable legal fee, expert fee, accounting fee or advisory fee) and charge. For the avoidance of doubt, Losses shall not include indirect or or remote losses;
- (xxi) "**Material Adverse Effect**" means any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, has had or may reasonably be expected to have a material adverse effect on the Company's condition, financial or otherwise, operations, prospects, assets, liabilities or Business, as currently conducted or proposed to be conducted;
- (xxii) "**Person(s)**" means any person (including a natural person), trust, Hindu undivided family (HUF), firm, company, corporation, Governmental Authority, state or agency of a state or any association or partnership (whether or not having separate legal personality);
- (xxiii) "**Purchase Consideration**" means the aggregate amount of Rs. 99,99,99,522/- (Rupees Ninety Nine Crores Ninety Nine Lakhs Ninety Nine Thousand Five Hundred and Twenty Two Only) payable by the Purchaser to the Seller for the sale of the Sale Shares, on the Final Completion Date, against the purchase by the Purchaser of such Sale Shares from the Seller, in accordance with the terms of this Agreement;
- (xxiv) "**Purchaser's Demat Account**" means the Demat Account of the Purchaser with the Depository Participant of the Purchaser, as set out in **Schedule 7**
- (xxv) "**ROC**" means the Registrar of Companies;
- (xxvi) "**Sale Shares**" means ) fully paid up Equity Shares of the Company on a fully diluted basis, being purchased by the Purchaser in consideration of the Purchase Consideration, from the Seller, pursuant to and in accordance with the terms of this Agreement;
- (xxvii) "**Seller's Demat Account**" means the Demat Account of the Seller with the Depository Participant of the Seller, as set out below, in which the Sale Shares are held by the Seller, till the Completion process being completed:

Client Name:  
Demat Account Number:  
Client ID:  
DP ID:  
Name of Depository Participant:

- (xxviii) "**Tax Authority**" means any taxing or other authority (within India) competent to impose, administer or collect any Tax, including without limitation any court, tribunal, or other authority competent to exercise powers, functions, or duties relating to Taxation;
- (xxix) "**Taxation**" (including with correlative meaning, the terms **Tax** and **Taxes**) means (a) any and all taxes, assessments and other charges, duties, impositions and similar liabilities imposed by any Tax Authority, including without limitation taxes based upon or measured by gross receipts, income, profits, sales and value added, withholding, payroll, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts; And

## **SCHEDULE 2**

### **INTERPRETATION**

- (i) The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation.
- (ii) All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
  - (a) any statutory modification, consolidation or re-enactment made after the Execution Date and for the time being in force;
  - (b) all statutory instruments or orders made pursuant to a statutory provision; and
  - (c) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- (iii) Any reference to a document in agreed form is to a document in a form agreed between the Seller and the Purchaser initialled for the purpose of identification by or on behalf of each of them (in each case with such amendments as may be agreed by or on their behalf).
- (iv) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- (v) Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the annexures hereto and shall be ignored in construing the same.
- (vi) References to recitals, clauses, schedules or exhibits are, unless the context otherwise requires, references to recitals, clauses, schedules and exhibits to this Agreement.
- (vii) Reference to days, months and years are to calendar days, calendar months and calendar years, respectively, unless defined otherwise or inconsistent with the context or meaning thereof.
- (viii) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day.
- (ix) Any reference to "writing" shall include printing, typing, lithography and other means of reproducing words in visible form.

## SCHEDULE 3

### PART A

#### SHAREHOLDING PATTERN AS ON THE EXECUTION DATE.

Shareholders	# of Shares	% Shareholding
<b>Founders</b>	<b>334,186,284</b>	<b>19.8%</b>
Peyush Bansal	173,222,320	10.3%
Neha Bansal	128,271,284	7.6%
Amit Chaudhary	16,585,630	1.0%
Sumeet Kapahi	16,107,050	1.0%
<b>Softbank</b>	<b>253,430,072</b>	<b>15.0%</b>
SVF II Lightbulb (Cayman) Limited	253,430,072	15.0%
<b>ADIA</b>	<b>209,815,438</b>	<b>12.4%</b>
Platinum Jasmine A 2018 Trust	209,815,438	12.4%
<b>Alpha Wave</b>	<b>130,423,640</b>	<b>7.7%</b>
Alpha Wave Ventures LP	66,184,529	3.9%
Alpha Wave Ventures II LP	64,239,111	3.8%
<b>Temasek</b>	<b>125,967,270</b>	<b>7.5%</b>
Macritchie Investments Pte. Ltd (Temasek)	81,893,360	4.9%
Jongsong Investments Pte. Ltd	29,191,910	1.7%
V-Sciences Investment Pte Ltd	14,882,000	0.9%
<b>Kedaara</b>	<b>102,337,738</b>	<b>6.1%</b>
Kedaara Capital Fund II LLP	33,248,179	2.0%
Kedaara II Continuation Fund	27,865,244	1.7%
Kedaara Norfolk	13,299,270	0.8%
Kedaara Capital Fund III LLP	27,925,045	1.7%
<b>Premji</b>	<b>86,421,103</b>	<b>5.1%</b>
PI Opportunities Fund-II	86,421,103	5.1%
<b>Steadview</b>	<b>73,433,031</b>	<b>4.4%</b>
Steadview Capital Mauritius Ltd	57,601,112	3.4%
ABG Capital	9,944,521	0.6%
LTR Focus Fund	5,887,398	0.3%
<b>Unilazer</b>	<b>66,393,758</b>	<b>3.9%</b>
Unilazer Alternative Ventures LLP	66,393,758	3.9%
<b>Chrys Capital</b>	<b>41,647,623</b>	<b>2.5%</b>
Infinity Partners	3,076,757	0.2%
Carillon Investments B.V.	3,857,074	0.2%
Dove Investments Limited	34,713,792	2.1%
<b>TR Capital</b>	<b>45,184,026</b>	<b>2.7%</b>
TR Capital II LP	6,604,343	0.4%
TR Capital III Mauritius	14,135,716	0.8%
TR Capital III Mauritius II	16,652,160	1.0%
KARIBA HOLDINGS IV MAURITIUS	6,759,361	0.4%
TRI Funds Holding	1,032,446	0.1%
<b>KKR</b>	<b>37,071,443</b>	<b>2.2%</b>
Birdseye View Holdings II Pte. Ltd	37,071,443	2.2%
<b>Fidelity</b>	<b>32,218,491</b>	<b>1.9%</b>

Fidelity Investors	32,218,491	1.9%
<b>Chiratae</b>	<b>22,063,664</b>	<b>1.3%</b>
Chiratae Trust	4,077,108	0.2%
IDG Ventures India Fund III LLC	7,248,220	0.4%
Chiratae Ventures India Fund IV	2,253,669	0.1%
Chiratae Ventures Master Fund IV	1,843,913	0.1%
Technology Ventures Fund	474,446	0.0%
Chiratae Growth Fund I	6,166,308	0.4%
<b>Schroders</b>	<b>19,064,344</b>	<b>1.1%</b>
Schroders Capital Private Equity Asia Mauritius Limited	19,064,344	1.1%
<b>Epiq Capital</b>	<b>25,405,556</b>	<b>1.5%</b>
Epiq Capital B, L.P.	16,633,757	1.0%
Epiq Capital II	7,978,840	0.5%
ECLK Innovations LLP	792,959	0.0%
<b>Bay Capital</b>	<b>18,341,710</b>	<b>1.1%</b>
Bay Capital Holdings Limited	18,341,710	1.1%
<b>Avendus FLF</b>	<b>10,154,129</b>	<b>0.6%</b>
Avendus Future Leaders Fund II	10,154,129	0.6%
<b>Ravi Modi Family Trust</b>	<b>4,615,511</b>	<b>0.3%</b>
<b>DSP</b>	<b>5,462,490</b>	<b>0.3%</b>
DSP India Fund - India Long / Short Strategy Fund With Cash Management Option	5,462,490	0.3%
<b>Madison</b>	<b>9,894,996</b>	<b>0.6%</b>
Madison India Opportunities V VCC	9,894,996	0.6%
<b>Axis</b>	<b>4,426,500</b>	<b>0.3%</b>
<b>SBI</b>	<b>4,426,500</b>	<b>0.3%</b>
<b>Central Park Securities (RCB)</b>	<b>2,384,512</b>	<b>0.1%</b>
<b>SNG</b>	<b>3,026,684</b>	<b>0.2%</b>
<b>PI Employees</b>	<b>1,386,000</b>	<b>0.1%</b>
<b>Lenskart ESOP Trust</b>	<b>7,280,431</b>	<b>0.4%</b>
<b>NKGJ Trading LLP</b>	<b>277,180</b>	<b>0.0%</b>
<b>Rajiv Poddar</b>	<b>138,590</b>	<b>0.0%</b>
<b>Pooja Anirudh Dhoot</b>	<b>138,590</b>	<b>0.0%</b>
<b>Others (ESOPs allotted)</b>	<b>1,535,392</b>	<b>0.1%</b>
<b>Others (upon exercise of ESOPs)</b>	<b>582,780</b>	<b>0.0%</b>
<b>Vested ESOPs</b>	<b>4,259,511</b>	<b>0.3%</b>
<b>Shrikanta R Damani</b>	<b>2,238,806</b>	<b>0.1%</b>
<b>SBI Optimal Equity Fund (AIF)</b>	-	<b>0.0%</b>
<b>SBI Emergent Fund (AIF)</b>	-	<b>0.0%</b>
<b>Total</b>	<b>1,685,633,793</b>	<b>100.0%</b>

## PART B

### SHAREHOLDING PATTERN AS ON THE FINAL COMPLETION DATE

Row Labels	# of Shares	% Shareholding
<b>Founders</b>	<b>331,698,723</b>	<b>19.7%</b>
Peyush Bansal	173,222,320	10.3%
Neha Bansal	125,783,723	7.5%
Amit Chaudhary	16,585,630	1.0%
Sumeet Kapahi	16,107,050	1.0%
<b>Softbank</b>	<b>253,430,072</b>	<b>15.0%</b>
SVF II Lightbulb (Cayman) Limited	253,430,072	15.0%
<b>ADIA</b>	<b>209,815,438</b>	<b>12.4%</b>
Platinum Jasmine A 2018 Trust	209,815,438	12.4%
<b>Alpha Wave</b>	<b>130,423,640</b>	<b>7.7%</b>
Alpha Wave Ventures LP	66,184,529	3.9%
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<b>Temasek</b>	<b>125,967,270</b>	<b>7.5%</b>
Macritchie Investments Pte. Ltd (Temasek)	81,893,360	4.9%
Jongsong Investments Pte. Ltd	29,191,910	1.7%
V-Sciences Investment Pte Ltd	14,882,000	0.9%
<b>Kedaara</b>	<b>102,337,738</b>	<b>6.1%</b>
Kedaara Capital Fund II LLP	33,248,179	2.0%
Kedaara II Continuation Fund	27,865,244	1.7%
Kedaara Norfolk	13,299,270	0.8%
Kedaara Capital Fund III LLP	27,925,045	1.7%
<b>Premji</b>	<b>86,421,103</b>	<b>5.1%</b>
PI Opportunities Fund-II	86,421,103	5.1%
<b>Steadview</b>	<b>73,433,031</b>	<b>4.4%</b>
Steadview Capital Mauritius Ltd	57,601,112	3.4%
ABG Capital	9,944,521	0.6%
LTR Focus Fund	5,887,398	0.3%
<b>Unilazer</b>	<b>66,393,758</b>	<b>3.9%</b>
Unilazer Alternative Ventures LLP	66,393,758	3.9%
<b>Chrys Capital</b>	<b>41,647,623</b>	<b>2.5%</b>
Infinity Partners	3,076,757	0.2%
Carillon Investments B.V.	3,857,074	0.2%
Dove Investments Limited	34,713,792	2.1%
<b>TR Capital</b>	<b>45,184,026</b>	<b>2.7%</b>
TR Capital II LP	6,604,343	0.4%
TR Capital III Mauritius	14,135,716	0.8%
TR Capital III Mauritius II	16,652,160	1.0%
KARIBA HOLDINGS IV MAURITIUS	6,759,361	0.4%
TRI Funds Holding	1,032,446	0.1%
<b>KKR</b>	<b>37,071,443</b>	<b>2.2%</b>
Birdseye View Holdings II Pte. Ltd	37,071,443	2.2%
<b>Fidelity</b>	<b>32,218,491</b>	<b>1.9%</b>
Fidelity Investors	32,218,491	1.9%

<b>Chiratae</b>	<b>22,063,664</b>	<b>1.3%</b>
Chiratae Trust	4,077,108	0.2%
IDG Ventures India Fund III LLC	7,248,220	0.4%
Chiratae Ventures India Fund IV	2,253,669	0.1%
Chiratae Ventures Master Fund IV	1,843,913	0.1%
Technology Ventures Fund	474,446	0.0%
Chiratae Growth Fund I	6,166,308	0.4%
<b>Schroders</b>	<b>19,064,344</b>	<b>1.1%</b>
Schroders Capital Private Equity Asia Mauritius Limited	19,064,344	1.1%
<b>Epiq Capital</b>	<b>25,405,556</b>	<b>1.5%</b>
Epiq Capital B, L.P.	16,633,757	1.0%
Epiq Capital II	7,978,840	0.5%
ECLK Innovations LLP	792,959	0.0%
<b>Bay Capital</b>	<b>18,341,710</b>	<b>1.1%</b>
Bay Capital Holdings Limited	18,341,710	1.1%
<b>Avendus FLF</b>	<b>10,154,129</b>	<b>0.6%</b>
Avendus Future Leaders Fund II	10,154,129	0.6%
<b>Ravi Modi Family Trust</b>	<b>4,615,511</b>	<b>0.3%</b>
<b>DSP</b>	<b>5,462,490</b>	<b>0.3%</b>
DSP India Fund - India Long / Short Strategy Fund With Cash Management Option	5,462,490	0.3%
<b>Madison</b>	<b>9,894,996</b>	<b>0.6%</b>
Madison India Opportunities V VCC	9,894,996	0.6%
<b>Axis</b>	<b>4,426,500</b>	<b>0.3%</b>
<b>SBI</b>	<b>4,426,500</b>	<b>0.3%</b>
<b>Central Park Securities (RCB)</b>	<b>2,384,512</b>	<b>0.1%</b>
<b>SNG</b>	<b>3,026,684</b>	<b>0.2%</b>
<b>PI Employees</b>	<b>1,386,000</b>	<b>0.1%</b>
<b>Lenskart ESOP Trust</b>	<b>7,280,431</b>	<b>0.4%</b>
<b>NKGJ Trading LLP</b>	<b>277,180</b>	<b>0.0%</b>
<b>Rajiv Poddar</b>	<b>138,590</b>	<b>0.0%</b>
<b>Pooja Anirudh Dhoot</b>	<b>138,590</b>	<b>0.0%</b>
<b>Others (ESOPs allotted)</b>	<b>1,535,392</b>	<b>0.1%</b>
<b>Others (upon exercise of ESOPs)</b>	<b>582,780</b>	<b>0.0%</b>
<b>Vested ESOPs</b>	<b>4,259,511</b>	<b>0.3%</b>
<b>Shrikanta R Damani</b>	<b>2,238,806</b>	<b>0.1%</b>
<b>SBI Optimal Equity Fund (AIF)</b>	<b>870,646</b>	<b>0.1%</b>
<b>SBI Emergent Fund (AIF)</b>	<b>1,616,915</b>	<b>0.1%</b>
<b>Total</b>	<b>1,685,633,793</b>	<b>100.0%</b>

#### SCHEDULE 4

#### SELLER'S BANK ACCOUNT DETAILS

<b>Account Name:</b>	Neha Bansal
<b>Account Number:</b>	662701068992
<b>Account Type:</b>	Saving
<b>Communication Address:</b>	W-123 Greater Kailash II New Delhi 110 048
<b>Bank Name</b>	ICICI Bank
<b>IFSC Code:</b>	ICIC0000311

## SCHEDULE 5

### DESIGNATED BANK ACCOUNT OF THE PURCHASERS

<b>Bank Account Holder:</b>	SBI Optimal Equity Fund
<b>Bank Account Number:</b>	006-395438-001
<b>Name and address of the Bank Branch:</b>	The Hongkong and Shanghai Banking Corp. Ltd. HSBC, M. G. Road, Fort, Mumbai – 400 001
<b>Nature of Bank Account:</b>	Current
<b>MICR Code</b>	400039002

<b>Bank Account Holder:</b>	SBI Emergent India Fund
<b>Bank Account Number:</b>	006-582100-001
<b>Name and address of the Bank Branch:</b>	The Hongkong and Shanghai Banking Corp. Ltd. HSBC, M. G. Road, Fort, Mumbai – 400 001
<b>Nature of Bank Account:</b>	Current
<b>MICR Code</b>	400039002

## SCHEDULE 6

### DETAILS OF THE PURCHASER AND TRANSFER OF SALE SHARES

<b>Sr. No.</b>	<b>Details of Scheme of SBI Alternative Equity Fund</b>	<b>PAN</b>	<b>Price Per Equity Share (INR)</b>	<b>Number of Sale Shares to be purchased by Scheme of SBI Alternative Equity Fund</b>	<b>Amount of Sale Consideration to be paid by Scheme of SBI Alternative Equity Fund (INR)</b>
<b>1</b>	SBI Optimal Equity Fund (AIF)	ABDTS6933L	402	8,70,646	34,99,99,692
<b>2</b>	SBI Emergent Fund (AIF)	ABJTS1239F	402	16,16,915	64,99,99,830

## SCHEDULE 7

### DEMAT ACCOUNT DETAILS OF THE PURCHASER

<b>Sr. No.</b>	<b>Details of the Scheme of SBI Alternative Equity Fund</b>	<b>Demat Account Details</b>
1	SBI Optimal Equity Fund (AIF)	Client Name: SBI Optimal Equity Fund – Long Term  Client ID: 10787267  DP ID: IN300142  Name of Depository Participant: The Hongkong and Shanghai Banking Corp. Ltd.
2	SBI Emergent Fund (AIF)	Client Name: SBI Emergent Fund  Client ID: 10807383  DP ID: IN300142  Name of Depository Participant: The Hongkong and Shanghai Banking Corp. Ltd.