



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.म.वि.क. ८००००९६
26 OCT 2018
सक्षम अधिकारी

श्री. दि. क. गवई

SUBSCRIBING ENTITY DEED OF ADHERENCE

Date: October 29, 2018

From,

True North Fund VI LLP ("Subscribing Entity")
Suite F9C, Grand Hyatt Plaza,
Santacruz (East), Mumbai – 400055.

To

True North Enterprise Private Limited
Rocklines House, Ground Floor,
9/2 Museum Road,
Bangalore, Karnataka – 560001.



Pune Nayar

29 OCT 2018

जोड़पत्र-२/Annexure-II

१. मुद्रांक विहीनी नोंद घडी अनु. क्रमांक-/दिनांक
(Serial No./Date)२. परवाना प्रकार
(Name of agreement)३. एसा वीसि एमएस एमएस ?
(Whether it is an MSME?) Yes / No४. निवृत्ती दिनांक
(Expiry date)५. मुद्रांक विहीनी नोंद घडी अनु. क्रमांक
(Stamp Serial No. & Signatures)६. एसा वीसि एमएस एमएस ?
(If through MSME, then address & signature)७. दुसऱ्या पक्षाचा नाव
(Name of the other Party)८. मुद्रांक विहीनी नोंद घडी अनु. क्रमांक
(Stamp Serial No. & Signature)९. परवाना प्रकार, एसा वीसि एमएस एमएस ?
(Whether it is an MSME?)मुद्रांक विहीनी नोंद घडी अनु. क्रमांक
(Stamp Serial No. & Signature)याचा वाप अर्थसंबंधित, एसा वीसि एमएस एमएस ?
(Whether it is related to MSME, then address & signature)ज्या कारणासाठी ज्यांनी मुद्रांक विहीनी नोंद घडी अनु. क्रमांक
क्रमांक खरेदी करण्यापासून हे गृहितक वापरणे बंधनकारक आहे

Agreement

True North Fund VI LLP
Suite F9C, Grand Hyatt Plaza,
Santacruz (East),
Mumbai - 400055, India

TEPL

R. N. Ceik

राजेश गोपाळ नरि



महाराष्ट्र MAHARASHTRA

● 2018 ●

TY 173791

प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क. ८००००९६
26 OCT 2018
सक्षम अधिकारी

श्री. एस. एस. बिसाळ

Fedbank Financial Services Limited
Federal Towers, Alwaye,
Ernakulam, Kerala – 683101.

The Federal Bank Limited
Federal Towers, PB No 103, Alwaye,
Ernakulam, Kerala – 683101.

(Each of the parties to whom this Deed is addressed are referred to individually as an “Original Party” and collectively as the “Original Parties”).

Subject: Subscribing Entity Deed of Adherence

1. This Subscribing Entity Deed of Adherence (the “Deed”) is being executed by the Subscribing Entity pursuant to Clause 2.2 of the Share Subscription Agreement dated May 11, 2018 (the “Agreement”).

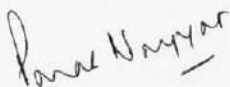
Panne Nanyar



2. The Subscribing Entity undertakes to all the Original Parties that in consideration of the Subscribing Entity becoming entitled to all rights (including, but not limited to, the representations, warranties and covenants given in favour of the Investor) of the Investor under the Transaction Documents upon execution of this Deed, it shall be bound by all the duties and obligations of the Investor under the Transaction Documents as if it was an original party thereto, and all references to "Investor" in the Transaction Documents shall mean the Subscribing Entity.
3. The Subscribing Entity represents, warrants and undertakes to each Original Party that each of the Fundamental Warranties are (in respect of itself only) true, correct and not misleading in any respect as at:
- (a) the date hereof;
 - (b) First Completion; and
 - (c) Second Completion,
- with respect to the facts and circumstances then existing.
4. For the purposes of Clause 15 (*Notices*) of the Agreement, the address and facsimile number of the Subscribing Entity are:
- Subscribing Entity:**
- Address : Suite F9C, Grand Hyatt Plaza, Santacruz (East),
Mumbai, Mumbai City, Maharashtra – 400055, India
- Attention : Paras Nayyar
e-mail: paras@truenorthco.in
+91-226682-4821
- Email : compliance@truenorthco.in
5. The provision of Clause 15 (*Notices*), Clause 16 (*Dispute Resolution*) and Clause 17 (*Governing Law and Jurisdiction*) of the Agreement shall apply *mutatis mutandis* to this Deed.
6. Capitalised terms used in this Deed but not defined herein shall have the meaning given to them in the Agreement.

Executed as a DEED the day and year first before written.

For the Subscribing Entity



By: Paras Nayyar
Title: Authorized Signatory

