



सत्यमेव जयते

INDIA NON JUDICIAL

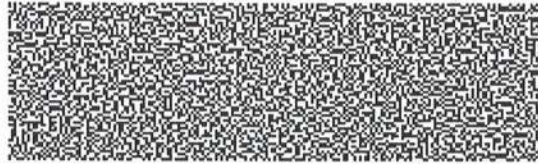
Government of Karnataka



Rs. 500

e-Stamp

Certificate No. : IN-KA62899829345351W
Certificate Issued Date : 08-Nov-2024 06:30 PM
Account Reference : NONACC (FI)/ kacrsfl08/ INDIRA NAGAR1/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0868381834377979W
Purchased by : REDEFINE FASHION PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : SHARE SUBSCRIPTION AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : REDEFINE FASHION PRIVATE LIMITED
Second Party : BLUESTONE JEWELLERY AND LIFESTYLE LIMITED
Stamp Duty Paid By : REDEFINE FASHION PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



सत्यमेव जयते

INDIA NON JUDICIAL

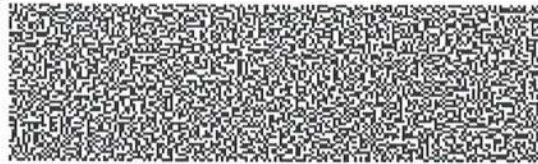
Government of Karnataka



Rs. 500

e-Stamp

Certificate No. : IN-KA62897974277704W
Certificate Issued Date : 08-Nov-2024 06:28 PM
Account Reference : NONACC (FI)/ kacrsf08/ INDIRA NAGAR1/ KA-SV
Unique Doc. Reference : SUBIN-KAKACRSFL0868379732506708W
Purchased by : REDEFINE FASHION PRIVATE LIMITED
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : ARBITRATION
Consideration Price (Rs.) : 0
(Zero)
First Party : REDEFINE FASHION PRIVATE LIMITED
Second Party : BLUESTONE JEWELLERY AND LIFESTYLE LIMITED
Stamp Duty Paid By : REDEFINE FASHION PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

Statutory Alert:

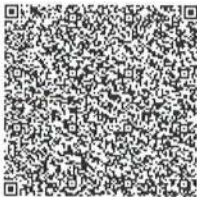
- 1 The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority.



Government of Karnataka



Certificate No.	: IN-KA63170320728213W
Certificate Issued Date	: 09-Nov-2024 01:08 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ INDIRA NAGAR1/ KA-SV
Unique Doc. Reference	: SUBIN-KAKACRSFL0868879403898597W
Purchased by	: REDEFINE FASHION PRIVATE LIMITED
Description of Document	: Article 29 Indemnity Bond (As per Article 47)
Property Description	: INDEMNITY BOND
Consideration Price (Rs.)	: 10,49,99,828 (Ten Crore Forty Nine Lakh Ninety Nine Thousand Eight Hundred And Twenty Eight only)
First Party	: REDEFINE FASHION PRIVATE LIMITED
Second Party	: BLUESTONE JEWELLERY AND LIFESTYLE LIMITED
Stamp Duty Paid By	: REDEFINE FASHION PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below this line

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

SHARE SUBSCRIPTION AGREEMENT
REDEFINE FASHION PRIVATE LIMITED

SHARE SUBSCRIPTION AGREEMENT

This **SHARE SUBSCRIPTION AGREEMENT** (“**Agreement**”) is entered into as of 11 November 2024 (“**Execution Date**”) by and amongst:

- (1) **Redefine Fashion Private Limited**, (the “**Company**”) in respect of which this Agreement is being executed. Particulars about the Company are set forth in **Part A** of **Schedule 1**;
- (2) The founders identified in **Part B** of **Schedule 1** (individually a “**Founder**” and collectively the “**Founders**”). Particulars about the Founders are set forth in **Part B** of **Schedule 1**;
- (3) The investor identified in **Part C** of **Schedule 1** (the “**Investor**”). Particulars about the Investor are set forth in **Part C** of **Schedule 1**;

Each person listed in **Schedule 1** is individually referred to as “**Party**” and collectively as “**Parties**”.

RECITALS:

- A. The Company is engaged in the Business (*defined below*).
- B. The Company has requested the Investor to invest in the capital of the Company, and in reliance upon the Warranties (*defined below*) and indemnities provided by the Company and the Founder, the Investor is desirous of investing in the Company’s capital and subscribing to the Subscription Shares (*defined below*).
- C. The shareholding of the Company on a Fully Diluted Basis (*defined below*) as on the Execution Date and the Closing Date is set forth in **Schedule 2**.
- D. The Parties intend to enter into this Agreement to record the terms at which the Investor will subscribe to the Subscription Shares.
- E. Simultaneously with the execution of this Agreement, the Parties have executed the Shareholders’ Agreement (*defined below*) to record their mutual understanding *inter alia*, in relation to their *inter se* rights and obligations as Shareholders of the Company, the management of the Company and certain other matters in relation to the conduct of the Company’s Business.

IN CONSIDERATION OF THE MUTUAL COVENANTS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Defined Terms. In this Agreement, the following terms and their cognate words and expressions, shall, unless inconsistent with the context, bear the meanings assigned below. Words and expressions defined in the other parts of this Agreement, when defined for use in bold letters and enclosed within quotes (“”) shall, unless the context requires otherwise, have the same meanings throughout the Agreement. The rules of interpretation set forth in **Schedule 3** shall, unless the

context requires otherwise, apply to this Agreement.

1.1 “**Act**” means the Companies Act, 2013, rules and regulations prescribed thereunder, including but not limited to all amendments, modifications and re-enactments of the foregoing.

1.2 “**Affiliate**”, with respect to: (a) a Person (other than an individual), means any Person who, directly or indirectly, Controls, is Controlled by or is under common Control with such Person and (b) a Person (who is an individual), means any Person who is Controlled by or is under common Control with the individual, Relative(s) of such individual and a Person who is Controlled by or in under common Control with such individual and/or Relatives of such individual.

1.3 “**Agreement**” means this Share Subscription Agreement and shall include all the schedules, annexures and exhibits hereto.

1.4 “**Applicable Law**” includes, all statutes, enactments, acts of legislature, ordinances, rules, bye-laws, regulations, notifications, guidelines, clarifications, policies, directions, directives and orders or any similar form having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question.

1.5 “**Articles**” means the articles of association of the Company, as amended, modified or supplemented from time to time.

1.6 “**As If Converted Basis**” means a calculation assuming that the Dilution Instruments existing at the time of determination, which are entitled to conversion or exercise, have been exercised or converted into Equity Shares, excluding any Stock Options issued, granted or reserved for issuance or grant under any stock option plan or any similar plan/ scheme, by whatever name called.

1.7 “**Board**” means the board of Directors of the Company, as constituted from time to time.

1.8 “**Business**” shall mean designing, manufacturing, marketing and selling clothing, apparel, footwear and accessories through D2C, B2B, B2C, including through e- commerce.

1.9 “**Business Day**” shall mean a day on which banks in Bengaluru and Mumbai are open for a full range of banking operations.

1.10 “**CCPS – Seed 1**” shall mean 1,57,070 (one lakh fifty seven thousand and seventy) compulsorily convertible cumulative preference shares of face value of INR 1 (Indian Rupees One Only) having terms and conditions set out at **Schedule 10** and to be issued at a premium of INR 614.38 (Indian Rupees Six Hundred and Fourteen and Paise Thirty Eight Only) to the Investor in accordance with this Agreement.

1.11 “**CCPS – Seed 1A**” shall mean 13,456 (thirteen thousand four hundred and fifty six) compulsorily convertible cumulative preference shares of face value of INR 1 (Indian Rupees One Only) having terms and conditions set out at **Schedule 11** and to be issued at a premium of INR 614.38 (Indian Rupees Six Hundred and Fourteen and Paise Thirty Eight Only) to the Investor in accordance with this Agreement.

1.12 “**Charter Documents**” shall mean and include the Articles and the Memorandum.

1.13 “**Company Warranties**” shall mean the representations and warranties set forth in **Part A of Schedule 7**.

1.14 “**Condition Precedent**” means any of the conditions listed at **Schedule 4** of this Agreement, and “**Conditions Precedent**” mean a collective reference to all the conditions listed in **Schedule 4**.

1.15 “**Closing**” shall mean the the issuance and allotment of the Subscription Shares to the Investor upon remittance of the Subscription Amount by the Investor, as contemplated in Clause 4 of this Agreement.

1.16 “**Closing Action**” means any of the actions listed at **Schedule 5** of this Agreement, and “**Closing Actions**” mean a collective reference to all the actions listed in **Schedule 5**.

1.17 “**Closing Date**” means the date on which Closing occurs.

1.18 “**Control**” including its correlative terms such as “**Controlled by**” or “**under common Control with**” means the satisfaction of any of the following: (a) the power to elect more than half of the directors or management by whatever name called with respect to a Person; or (b) the possession of shareholding with voting interest in excess of 50% (fifty per cent) in a Person.

1.19 “**Designated Bank Account**” means the designated bank account of the Company opened in accordance with the requirements of Section 42 of the 2013 Act, for the purpose of this transaction, details of which are provided in **Part A of Schedule 1**.

1.20 “**Dilution Instruments**” includes any Equity Shares, securities, rights, options, warrants or arrangement (whether oral or in writing) which are convertible into or entitle the holder to acquire or receive any Equity Shares, or any rights to subscribe to Shares or securities by their terms convertible into or exchangeable for Equity Shares; excluding any arrangement (whether oral or in writing) binding the Company pursuant to which a bank or a financial institution is entitled to convert any amount due to it into Equity Shares upon default by the Company.

1.21 “**Director**” means a director of the Company from time to time including any duly appointed alternate Director.

1.22 “**Encumbrance**” means any form of legal or equitable security interest, including but not limited to any mortgage, assignment of receivables, lien, charge, pledge, title retention, right to acquire, lease, sub-lease, license, voting agreement, revenue or profit share, security interest, hypothecation, option, right of first refusal, restrictions or limitation, purchase agreement, settlement into or subject to trust, adverse possession or claim, any preference arrangement (including title transfers and retention arrangements or otherwise), and any other encumbrance or similar condition whatsoever, or an agreement to do any of the foregoing, or any other arrangements having similar effect. The term “**Encumber**” shall be construed accordingly.

1.23 “**Equity Shares**” means equity shares with voting rights, of face value of INR 1/- (Indian Rupee One Only) each in the capital of the Company, as may be consolidated or sub-divided from time to time.

1.24 “**Excluded Issuance**” shall have the meaning ascribed to it in the Shareholders’

Agreement.

1.25 **“Execution Date”** means the date first above mentioned in this Agreement notwithstanding that some of the Parties may execute this Agreement after such date.

1.26 **“Founder Warranties”** means the representations and warranties set forth in **Part B** of **Schedule 7**.

1.27 **“Fully Diluted Basis”** means a calculation assuming that all Dilution Instruments existing at the time of determination have been exercised or converted into Shares.

1.28 **“INR”, “Rupees” or “Rs.”** means Indian rupees, the lawful currency of India for the time being.

1.29 **“Liquidation Event”** shall have the meaning ascribed to it in the Shareholders’ Agreement.

1.30 **“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 (a) the ability of the Company and/or the Founders to consummate the transactions contemplated herein or to perform its obligations hereunder or pursuant to any of the Transaction Documents; or (b) the Company’s financial condition, operations, assets, liabilities or business as now conducted; (c) the validity or enforceability of any of the Transaction Documents, the validity or enforceability of any of the transactions contemplated thereunder, or of the rights or remedies of the Investor; or (d) the status and validity of any material contracts, consents or approvals required for the Company to carry on its Business.

1.31 **“Memorandum”** shall mean the memorandum of association of the Company, as amended, modified or supplemented from time to time in accordance with Applicable Laws.

1.32 **“Notice”** means all notices, requests, waivers and other communications in writing, including by way of electronic email providing such details and information in order to enable the Party to take any action or make an informed decision. The words “Notify”, “Notified” and “Notification” shall be construed accordingly.

1.33 **“Person”** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, society, co-operative society, government or any agency or political subdivision thereof, or any other entity that may be treated as a Person under Applicable Law.

1.34 **“Post Closing Actions”** means the actions listed in **Schedule 6**.

1.35 **“Preference Shares”** refers to all classes of preference shares of the Company, including the CCPS – Seed 1 and the CCPS – Seed 1A.

1.36 **“Public Offer”** has the meaning ascribed to it under the Shareholders’ Agreement.

1.37 **“Relative”** has the meaning ascribed to it under the Act.

1.38 **“Restated Articles”** means the restated and amended Articles in conformity with the Transaction Documents and subject to Applicable Law.

1.39 **“Shareholders”** mean the Persons whose names are entered in the register of members of the Company.

1.40 **“Shareholders’ Agreement”** means the shareholders’ agreement of even date executed collectively by the Company, the Founders, the other Shareholders and the Investor.

1.41 **“Shares”** means all classes of shares in the capital of the Company issued from time to time, together with all rights, differential rights, obligations, title, interest and claim in such shares.

1.42 **“Stock Exchange”** means the BSE Limited (formerly, the Bombay Stock Exchange) or the National Stock Exchange of India Limited or any other stock exchange as may be approved by the Board in consultation with the Investor.

1.43 **“Subscription Amount”** means the aggregate amount of INR 10,49,99,827.88 (Indian Rupees Ten Crores Forty Nine Lakhs Ninety Nine Thousand Eight Hundred and Twenty Seven and Paise Eighty Eight only) payable by the Investor to subscribe to the Subscription Shares.

1.44 **“Subscription Shares”** shall mean 1,57,070 CCPS – Seed 1, 13,520 CCPS – Seed 1A and 100 Equity Shares issued to the Investor in accordance with this Agreement.

1.45 **“Third Party”** shall mean any Person other than the Parties to the Agreement.

1.46 **“Transaction Documents”** means this Agreement, the Shareholders’ Agreement, the Restated Articles and all other agreements and documents that may be executed by the Parties pursuant hereto.

1.47 **“Transfer”** (including the terms **“Transferred”**) means to directly or indirectly transfer, sell, assign, Encumber in any manner, place in trust (voting or otherwise), exchange, gift or transfer by operation of law.

1.48 **“Warranties”** shall collectively mean the Company Warranties and the Founder Warranties.

2. ISSUE OF SUBSCRIPTION SHARES

2.1 **Agreement to Subscribe, Issue and Allot.** The Investor has, subject to the terms and conditions of this Agreement, and relying upon the Warranties, agreed to invest the Subscription Amount to subscribe to the Subscription Shares and the Company has agreed to issue and allot the Subscription Shares to the Investor, free and clear of all Encumbrances (other than as detailed in the Shareholders’ Agreement) and together with all rights, title and interests attached thereto.

2.2 The Parties agree that the remittance of the Subscription Amount in the manner set out in this Agreement shall constitute full and final payment by the Investor for their subscription to the Subscription Shares and shall entitle the Investor to the fully paid-up Subscription Shares, free of all Encumbrances (other than as detailed in the Shareholders’ Agreement).

2.3 **Waiver of Rights and Claims.** The Founders hereby agree to the allotment and issue of

the Subscription Shares on the terms and conditions set out in the Agreement and waive (if any) all pre-emptive rights and other rights that each may have with respect to the issue and allotment of the Subscription Shares, whether conferred by the Articles, by contract or otherwise. The Founders hereby irrevocably waive all possible and pending claims of any kind whatsoever against the Company (and its assets) and/or its Directors, officers and/or employees.

3. CONDITIONS PRECEDENT TO CLOSING AND INTERIM PERIOD OBLIGATIONS

3.1. The obligation of the Investor to subscribe to the Subscription Shares is subject to the fulfilment of the Conditions Precedent by the Company and the Founders (as applicable). Upon satisfaction of the Conditions Precedent, the Company and the Founders shall notify the Investor about the same by issuing certificate in the form and manner attached in **Schedule 8** stating that all of their respective Conditions Precedent have been fulfilled and/or waived (as the case may be) and annexing all relevant documents in evidence thereof (“**CP Confirmation Certificate**”). The Investor and the Company shall agree upon the Closing Date which date shall be no later than 7 (seven) Business Days from the date of acceptance of the CP Confirmation Certificate by the Investor in writing.

3.2. From the Execution Date and until the Closing Date (“**Interim Period**”), the Company shall, and the Founders shall ensure that the Company shall: (i) conduct its Business in the ordinary course of business, consistent with past practice and in accordance with Applicable Law; (ii) preserve intact its current Business and assets subject to any actions undertaken in the ordinary course of business and to comply with the terms of this Agreement; (iii) not make any change in the constitution of the Board in any manner; (iv) not permit any change in capital structure of the Company; (v) not avail any debt or raise capital in any manner; (vi) not execute any material contract; and / or (vii) solicit, encourage, entertain, initiate or participate in any inquiry, negotiations or discussions or enter into any agreement with respect to any offer or proposal to invest or acquire Dilution Instruments in the Company.

3.3. During the Interim Period, the Company shall conduct its Business, and the Founders shall procure that the Company shall conduct its Business in a manner, and shall otherwise use all reasonable efforts, so as to ensure that the Company Warranties shall continue to be true and correct in all respects on and as of the Closing Date as if made on and as of the Closing Date.

3.4. Each of the Company and the Founders shall immediately (and in any event not after 5 (five) days) notify the Investor in writing, together with all relevant information in its possession, if any of the following events occur during the Interim Period, with respect to such Party: (i) there has been a change or effect that would be material to the business or operations of the Company, including if any Material Adverse Effect has occurred; or (ii) there has been a breach of any of the Warranties, agreements, covenants, obligations or conditions required by this Agreement to be so performed or complied with by such Party, at or before the relevant Closing Date.

4. CLOSING AND POST CLOSING

4.1 **Closing.** On the Closing Date, the Company and the Founders shall issue a certificate to the Investor in the form and manner attached in **Schedule 9** (“**Closing Certificate**”). Immediately upon receipt of the Closing Certificate, the Investor shall remit the Subscription Amount to the Designated Bank Account and thereupon the Company shall, and the Founders shall cause the Company to, complete all the Closing Actions on the same day. Each of the Closing Actions contemplated under this Agreement shall be deemed to occur simultaneously and no such Closing

Action shall be deemed to be consummated unless all the Closing Actions are consummated.

4.2 Notwithstanding anything contained herein, if Closing does not occur in the manner envisaged in this Agreement after remittance of the Subscription Amount, the Company shall forthwith refund the entire Subscription Amount to the Investor within 2 (two) Business Days from the remittance of the same.

4.3 The Company shall and the Founders shall cause the Company to complete all Post Closing Actions within the relevant time periods set forth in **Schedule 6**.

5. WARRANTIES AND INDEMNIFICATION

5.1 **Warranties.** The Company and the Founders, jointly and severally represent and warrant to the Investor that the Company Warranties are true, complete and accurate in all respects and shall remain true, complete and accurate on the Closing Date. The Founders severally and only on behalf of itself represent and warrant to the Investor that the Founder Warranties are true, complete and accurate in all respects and shall remain true, complete and accurate on the Closing Date. Each Warranty is separate and independent. The Investor shall have the right to make a claim for breach of a Warranty even if the Investor has or could have discovered (whether by any investigation made by it or on its behalf) that a Warranty is not true, complete or accurate.

5.2 **Investor Warranties.** The Investor represents and warrants to each other Party that:

5.2.1 it is a juristic entity, duly organized, validly existing and in good standing under the Applicable Law of the jurisdiction of its organization, has all requisite power and authority to carry on its business and is in good standing in each jurisdiction in which it owns or leases property or conducts any business;

5.2.2 This Agreement has been duly executed and delivered by it and constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof. The execution of this Agreement and/or consummation of any of its obligations under this Agreement will not conflict, be contrary to or violate any Applicable Law or if applicable its memorandum of association and articles of association.

5.2.3 It is not subject to any obligation, agreement or commitment that affects its obligations hereunder.

5.3 Indemnification.

5.3.1 Subject to the limitations set forth herein, the Company and the Founders (as applicable, and each, independently referred to as the “**Indemnifying Party**”) shall jointly and severally indemnify, defend and hold harmless the Investor, its directors, officers and employees (“**Indemnified Parties**”) from and against any and all losses that the Indemnified Party may incur or suffer, to the fullest extent permitted under Applicable Law, which arise out of, result from or are in connection with: (a) any breach or inaccuracies of any Company Warranty, (b) any breach of/non-compliance with any covenants or undertakings of the Company contained in this Agreement, and (c) any fraud or gross negligence or wilful misconduct in relation to the Company and/or this Agreement.

5.3.2 Subject to the limitations set forth herein, each Founder shall severally indemnify, defend and hold harmless the Indemnified Parties from and against any and all losses

that the Indemnified Party may incur or suffer, to the fullest extent permitted under Applicable Law, which arise out of, result from or are in connection with: (a) breach or inaccuracies of the Founder Warranties, (b) any breach of/non-compliance with any covenants or undertakings of the Founders contained in this Agreement, and (c) any fraud or gross negligence or wilful misconduct of the Founders in connection with the affairs of the Company.

5.3.3 Except for claims relating to fraud in connection with the Company and/or this Agreement, the liability of the Company and the Founders under this Clause 5.3 shall not exceed the Subscription Amount.

6. CONFIDENTIALITY

6.1. Each of the Parties shall ensure to their best efforts that they maintain confidentiality, regarding the contents of this Agreement and information pertaining to the other Parties. The Company and the Founders shall ensure to their best efforts that they maintain confidentiality regarding the business and affairs of the Company. The Parties shall be permitted to disclose all aspects of this transaction to their respective employees, directors, investment bankers, accountants, legal counsel and in so far as it is disclosed in each case only on a need-to-know basis and where such Persons are under appropriate nondisclosure obligations imposed by professional ethics, law or contracts on terms no less favourable than those contained herein. Nothing contained herein shall affect the ability of the Parties to make disclosure under Applicable Law or any order of the court or any other regulatory authority. The Parties may disclose all confidential information about the Company to its Affiliates, shareholders, lenders, potential investors, advisors and any potential purchasers of Shares of the Company, subject to execution of non-disclosure agreement by such potential purchasers. Subject to Applicable Laws, disclosure by the Investor in compliance with customary reporting obligations of its Affiliates' investment funds for preparation of tax returns and other regulatory filings and with their obligations to inform their investor shall always be permitted.

6.2. Neither the Company nor the Founders shall make any disclosures, announcements or media statement or press release about the subject matter of this Agreement to any third party without prior written consent of the Investor.

7. TERMINATION

7.1 **Termination by Mutual Consent or Automatic Termination.** The Agreement shall continue in full force and effect until terminated in writing by the Investor, the Company and the Founders by mutual consent. Further, it shall automatically terminate if the Closing does not occur in accordance with this Agreement by 30 November 2024 (the "**Long Stop Date**").

7.2 **Termination by the Investor.** This Agreement shall continue in full force and effect until terminated, prior to the Closing Date, in the event of any of the following:

7.2.1 breach or default by the Company and/or the Founders in the performance of any of its/ their obligations under this Agreement, which breach has not been cured within a period of 10 (ten) Business Days of being notified of such breach by the Investor or the Long Stop Date, whichever is earlier;

7.2.2 occurrence of a Material Adverse Effect prior to the Closing Date; or

7.2.3 breach of any Warranties.

7.3 **Accrued rights and obligations.** All rights and obligations of the Parties under the Transaction Documents shall cease immediately upon termination, but termination shall not affect a Party's accrued rights and obligations as on the date of termination.

7.4 **Survival.** The Parties expressly agree that the provisions of Clause 1 (*Definitions and Interpretation*), Clause 6 (*Confidentiality*), Clause 7.4 (*Survival*) and Clause 8 (*Miscellaneous*) shall survive the termination of this Agreement.

8. MISCELLANEOUS

8.1 **General.** The Founders shall do all such acts and things and execute all such documents and perform such deeds, as they are reasonably required to do, to give effect to this Agreement and the terms and cause the Company to comply with its obligations hereunder.

8.2 **Successors and Assigns.** Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, permitted assigns, heirs, executors and administrators of the Parties. The Agreement and the rights and/or obligations herein may be assigned/ novated by an Investor to the Person to whom the Shares and/or Dilution Instruments held by them are Transferred, in accordance with this Agreement. Provided however all the costs which may arise as a result of such assignment shall be the sole liability of the assigning party. The Founders shall not assign any of the rights or obligations under this Agreement without obtaining the written consent of the Investor.

8.3 Notices.

8.3.1 Unless otherwise provided herein, all notices, requests, waivers and other communications shall be made in writing, in English language and by letter (delivered by hand, courier or registered post), email or facsimile transmission (save as otherwise stated) ("**Notices**") and to the addresses and authorized representatives set out in **Schedule I**, unless the addresses or the authorized representative is changed by Notice.

8.3.2 If a Party refuses delivery or acceptance of a Notice, it shall be deemed that the Notice was given upon proof of the refused delivery.

8.3.3 If a Notice which is not delivered in accordance with the provisions this Agreement is acknowledged by an authorized representative of a Party, then such Notice shall be deemed to have been validly delivered in accordance with the terms of this Agreement.

8.4 **Waivers, Delays or Omissions.** No delay or omission in exercise of any right, power or remedy accruing to any Party, upon any breach or default of any other Party under the Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default whenever occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under the Agreement or any waiver on the part of any Party of any provisions or conditions of the Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

8.5 **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Applicable Law (a) such provision or part thereof shall be fully severable; and (b) the remaining provisions of this Agreement shall remain in full force

and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from to the extent permissible under Applicable Law. Without prejudice to the foregoing, the Parties shall thereupon mutually agree to alternate legal valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision or part thereof as may be possible. If the provisions referred to above become valid and enforceable once again, such provisions would stand renewed and be effective to their original extent, as if they had not been invalid or unenforceable at any time.

8.6 Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 8.7 below and in case of enforcement proceeding, the courts at Bengaluru shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement, without regard to the principles of conflicts of laws.

8.7 Dispute Resolution. All disputes and differences arising out of or in connection with any of the matters set out in this Agreement (“**Dispute**”), if not resolved by amicable settlement within 30 (thirty) days from the Dispute, upon reference by either Party to arbitration, shall be finally and conclusively determined by a sole arbitrator mutually appointed by the Parties to the dispute, in accordance with the Arbitration and Conciliation Act, 1996, of India, for the time being in force. The arbitrator shall render a decision in writing with respect to the appropriate award to be rendered or remedy to be granted pursuant to the dispute. The arbitration shall be conducted in English, and the venue for arbitration shall be Bengaluru. The arbitrators shall be entitled to award costs of the arbitration.

8.8 Amendments and Waivers. The Agreement may be amended with the written consent of all the Parties.

8.9 Cumulative Remedies. All the remedies available to the Parties, either under this Agreement or under Applicable Law or otherwise afforded, will be cumulative and not alternative or exclusive of any rights, powers, privileges or remedies provided by this Agreement, Applicable Law or otherwise. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

8.10 Specific Performance. This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party can suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at Applicable Law in respect of such breach will be inadequate and that such non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

8.11 Further Actions. The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may reasonably be required to give effect to the terms of this Agreement.

8.12 Entire Agreement. The Transaction Documents forms a single agreement between the Parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by Applicable Law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

8.13 **Relationship between Parties.** The Parties are independent contractors. Nothing in this Agreement or in any document referred to in it shall constitute any of the Parties a partner or agent of the other.

8.14 **Counterparts.** The Agreement may be executed and delivered in any number of counterparts each of which shall be an original.

8.15 **Costs and Expenses.** The Company shall bear the following expenses: (a) stamp duties and fees relating to this Agreement and issuance of shares, and (b) fee payable to the counsel as mutually agreed to between the Company and reasonably acceptable to the Investor.

[REMAINDER OF PAGE IS LEFT INTENTIONALLY BLANK]

SCHEDULE 1 - DETAILS OF THE PARTIES

PART A | PARTICULARS ABOUT THE COMPANY

Brief Particulars about the Company	
Registered Office	Address: 102, Vanguard, 5th Cross, Murugeshpalya, Nal, Bengaluru, Karnataka, India – 560017
Address for Notices	Address: 102, 1st Floor, Vanguard Rise, 163, 5th Cross, off HAL Old Airport Road, Murugeshpalya, Konena Agrahara, Bengaluru, Karnataka 560017 Email: sankar.bora@gmail.com
Authorised, issued and paid up share capital	INR 1,00,000 (Indian Rupees One Lakh Only) consisting of 1,00,000 (one lakh) Equity Shares of the par value of INR 1 each only. Issued and paid-up capital is as set forth in Schedule 2.
Designated Bank Account and Wire Instructions	A/c Holder – REDEFINE FASHION PRIVATE LIMITED Bank – Kotak Mahindra Bank A/c no – 1149322596 IFSC – KKBK0008066 Name and Contact Details: Sankar Bora; 9845237184

PART B | PARTICULARS ABOUT THE FOUNDERS

Sl. No.	Name of the Founder	Particulars and Information for Notices and Emails
1.	Sankar Bora	Email ID: sankar.bora@gmail.com Address: A 302 DNR Reflection, Outer ring road, Iblur Lake junction, Iblur Village HSR extension, Bellandur, Bengaluru, Karnataka 560103. Phone No: +91 98452 37184
2.	Deepan Babu	Email ID: deepanbabu1711@gmail.com Address: 89, Muthur road, lakkapuram, Punjailakkapuram, Erode, Tamil Nadu Phone No: +91 72590 39295
3.	Bharat Mahajan	Email ID: bharat.eosco@gmail.com Address: Flat 703, Leafy Blocks, Owners court west, Near shell petrol pump, Kasavanahalli, Bengaluru South, Bengaluru, Karnataka 560035 Phone No: +91 97170 01549

4.	Deepak Patil	Email ID: deepakppatil4722@gmail.com Address: No C-1101, Hosur Road, Salapuria Syumphony Chickkathaogur Electronic City, Bengaluru Karnataka 560100 Phone No: +91 88606 25062
----	--------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PART C | PARTICULARS ABOUT THE INVESTOR

Name of the Investor	Particulars and Information for Notices
BlueStone Jewellery & Lifestyle Limited	Email ID: gaurav.kushwaha@bluestone.com; rumit.dugar@bluestone.com Address: Site No. 89/2, Luva Kusha Arcade, Munnekolal Village, Outer Ring Road, Marathahalli, Bengaluru 5600037 Attention: Gaurav Singh Kushwaha; Rumit Dugar Phone No: +91 9620100067; +919920981318

SCHEDULE 2 – SHAREHOLDING PATTERN OF THE COMPANY ON A FULLY DILUTED BASIS

PART A | AS ON THE EXECUTION DATE

Sr. No.	Name of the Shareholder	No. of Equity Shares	Shareholding
1.	Sankar Bora	43,680	43.68%
2.	Bharat Mahajan	7,220	7.22%
3.	Deepak Patil	4,920	4.92%
4.	Saikot Das	500	0.50%
5.	Deepan Babu	43,680	43.68%
Total		1,00,000	100%

PART B | AS ON THE CLOSING DATE

Sr. No.	Name of the Shareholder	No. of Equity Shares	No. of CCPS – Seed 1	No. of CCPS – Seed 1A	Shareholding
1.	Sankar Bora	43,680	-	-	16.14%
2.	Bharat Mahajan	7,220	-	-	2.67%
3.	Deepak Patil	4,920	-	-	1.82%
4.	Saikot Das	500	-	-	0.18%
5.	Deepan Babu	43,680			16.14%
6.	BlueStone Jewellery & Lifestyle Limited	100	1,57,070	13,456	63.05%
Total		100,100	1,57,070	13,456	100%

PART C | DETAILS OF INVESTMENT

Name of the Investor	Subscription Amount (in INR)	No. of CCPS – Seed 1	No. of CCPS – Seed 1A	No of Equity Shares
BlueStone Jewellery & Lifestyle Limited	10,49,99,827.88	1,57,070	13,456	100

SCHEDULE 3 - RULES OF INTERPRETATION

In this Agreement, unless the context otherwise requires: (a) reference to any gender includes a reference to all genders; (b) reference to singular includes reference to the plural and vice versa; (c) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement and not to any particular clause, article or section of this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context; (d) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified; (e) headings and captions are used for convenience only and shall not affect the interpretation of this Agreement; (f) any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated) and such statute or provision as may be amended, modified, re-enacted or consolidated; (g) any reference to an agreement, instrument or other document (including a reference to this Agreement or any other Transaction Document) herein shall be to such agreement, instrument or other document as amended, supplemented or novated pursuant to the terms thereof; (h) the word “including” herein shall always mean “including, without limitation”; (i) time is of the essence in the performance of the Parties’ respective obligations; if any time period specified herein is extended, such extended time shall also be of the essence; (j) the Recitals and Schedules to this Agreement form an integral part of this Agreement; (k) the term “consent” of any Party shall always mean prior written consent; and (l) all rights of the Investor may be exercised by the Investor either directly or through its Affiliates or permissible nominees.

SCHEDULE 4 - CONDITIONS PRECEDENT

The obligation of the Investor to subscribe to the Subscription Shares and to remit the Subscription Amount to the Company is subject to the fulfilment of the following Conditions Precedent, in accordance with Applicable Law, to the Investor's satisfaction:

1. Finalization of the Restated Articles and any other Transaction Documents in a form approved by the Investor.
2. The Warranties shall be true and correct and not misleading when made and shall be true and correct and not misleading as on the Closing Date in all respects, with the same force and effect as if they had been made on and as of the Closing Date.
3. The Company shall have obtained all approvals, authorizations, consents and waivers necessary for: (a) execution of the Transaction Documents; (b) completion of the subscription, and issue of the Subscription Shares to the Investor and (c) appointment of authorised persons to execute the Transaction Documents, and the Company shall have provided the Investor with proof of all such authorizations, approvals, consents and waivers.
4. There being no order, injunction, or other action issued, which involves a challenge or seeks to, or which prohibits, prevents, restrains, restricts, delays, makes illegal or otherwise interferes with the consummation of any of the transactions contemplated under the Agreement.
5. There shall not have been, between the Execution Date and the Closing Date, any event(s) or condition(s) of any character that constitutes a Material Adverse Effect.
6. The Company shall have increased its authorised share capital from INR 1,00,000 (Indian Rupees One Lakh) to INR 3,46,300 (Indian Rupees Three Lakhs Forty Six Thousand and Three Hundred) to enable the issuance of Subscription Shares and shall have made all the necessary filings in this regard.
7. The Board shall have convened a meeting to pass appropriate resolutions:
 - (a) to approve issuance of the Subscription Shares to the Investor on a private placement basis and approve issue of offer letter in Form PAS-4; and
 - (b) issue a Notice to convene, at shorter Notice, an extraordinary general meeting of the Shareholders of the Company.
8. The Company shall have convened a general meeting, and the Shareholders shall have passed a special resolution approving the issuance and terms of the Subscription Shares.
9. The Company shall promptly provide the duly signed certified true copy of the aforesaid resolutions passed by the Shareholders and the Board to the Investor.
10. The Company shall file with the Registrar of Companies and thereafter deliver to the Investor copy (along with the challan) of Form MGT-14 with respect to the special resolution passed by the Shareholders of the Company approving the issuance of the Subscription Shares to the Investor.

11. The Company shall have delivered the offer letter in Form PAS - 4 to the Investor for subscription to the Subscription Shares, along with the share application form.
12. The Company shall provide details of the Designated Bank Account for receipt of the Subscription Amount.
13. The Company shall have procured and delivered to the Investor a valuation report from a SEBI registered category merchant banker or a registered valuer, in respect of the Subscription Shares, as per Applicable Law including the Act, the Income Tax Act, 1961 and Foreign Exchange Management (Non-Debt Instrument) Rules, 2019.

SCHEDULE 5 – CLOSING ACTIONS

On the Closing Date, the Company shall, and the Founders shall cause the Company to, complete the following actions chronologically:

1. The Company shall, in a meeting of the Board pass resolutions for the following and take corresponding actions to:
 - (a) effect the allotment of the Subscription Shares in consideration of Subscription Amount to the Investor;
 - (b) make necessary entries in the Company's register of members in respect of the Subscription Shares;
 - (c) authorize a Director/ Key Managerial Personnel to undertake necessary filings, applications, reporting and actions, in relation to the issue and allotment of the Subscription Shares;
 - (d) authorise the issue of share certificate to the Investor in respect of the Subscription Shares;
 - (e) approve appointment of two individuals nominated by the Investor as additional non-executive Directors ("**Investor Directors**") on the Board, in accordance with the Transaction Documents, subject to the Company having received details of such individuals so nominated along with the necessary authorizations and declarations required under the Applicable Law;
 - (f) make necessary entry in the Company's register of directors in respect of the appointment of the Investor Directors on the Board;
 - (g) adopt the Restated Articles, subject to approval of the Shareholders of the Company in a Shareholders' meeting; and
 - (h) issue a Notice to convene, at shorter Notice, an extraordinary general meeting of the Shareholders of the Company on the Closing Date.
2. The Company shall promptly share the duly certified copies of such resolutions passed by the Board with the Investor.
3. The Company shall on the Closing Date, in a meeting of its Shareholders that is convened at a shorter Notice: (a) approve and adopt the Restated Articles; and (b) and (ii) approve the appointment of the Investor Directors as non-executive Directors on the Board.
4. The Company shall update its register of members to reflect the Investor as its Shareholder.

SCHEDULE 6 – POST CLOSING ACTIONS

The Company shall and the Founders shall cause the Company to complete the following to the Investor's satisfaction within the timelines specified for each of the following or such extended period as the Investor and the Founders may mutually agree:

1. Provide, within 15 (fifteen) Business Day of the Closing Date, (i) the duly executed and certified original share certificates in respect of the Subscription Shares and (ii) the updated register of members reflecting the allotment of the Subscription Shares to the Investor.
2. Complete all statutory filings required under Applicable Law (and within the prescribed timelines) pursuant to the Closing, including (a) Form PAS-3 under Companies (Prospectus and Allotment of Securities) Rules 2014 (along with challan); (b) Form MGT-14 under Companies (Registration offices and fees) Rules, 2014, in relation to the special resolution filed for the Restated Articles (along with challan); and (c) Form DIR 12 under Companies (Appointment and Qualification of Directors) Rules, 2014 (along with challan), within the timelines prescribed under Applicable Law.
3. Within 15 (fifteen) Business Days of the Closing Date, the certified true copies of the Restated Articles.
4. Within 30 (thirty) days from the Closing Date, the Founder employment agreements to be restated in a form and manner acceptable to the Investor to meet the Investor standards.
5. Within 30 (thirty) days from the Closing Date, the Company shall have procured directors and officers insurance policy(ies) for the Investor Directors in a form and manner acceptable to the Investor.
6. Within 60 (sixty) days from the Closing Date, the Company shall have dematerialised its Shares.

SCHEDULE 7 –WARRANTIES

PART A – COMPANY WARRANTIES

1. The Company is a private limited company for the purposes of the Act
2. The Company is a body corporate duly incorporated and organized under the laws of India, having the full corporate power and authority under Applicable Law to enter into, execute and perform its obligation under this Agreement, the Transaction Documents and all other documents and instruments required to be executed pursuant thereto or in connection therewith.
3. The Company is qualified to do Business under Applicable Laws has full corporate power and authority to own, lease and operate its properties and assets and to conduct its Business as now being conducted.
4. Execution of this Agreement, the Transaction Documents and all other documents and instruments required to be executed pursuant thereto or in connection therewith, will constitute valid and legally binding obligations of the Company and be enforceable against the Company in accordance with their respective terms and Applicable Law and shall not conflict with or violate any Applicable Laws or the Charter Documents or any agreements executed by the Company or any licenses required by the Company to carry out its Business.
5. The Company does not carry on any business that will render the issue of Subscription Shares to the Investor to be in violation of any Applicable Law.
6. The Company is solvent as per Applicable Law and there are no insolvency proceedings subsisting or threatened in writing of any character, including without limitation, any insolvency proceedings, receivership, composition or arrangement with creditors, voluntary or involuntary, affecting the Company.
7. The Company conducts its business in accordance with all Applicable Laws with respect to anti-bribery and anti-corruption practices, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010 and the (Indian) Prevention of Corruption Act, 1988, as applicable (“**ABAC Laws**”). Neither the Company nor the Founders are under investigation with respect to and have not received any written notice of any violation of ABAC Laws. Neither the Founders nor the Company is aware of and/or has taken any action, directly or indirectly, that would result in a violation of or has violated the ABAC Laws.
8. The Company has not formed any joint ventures and has not formed an association of persons for tax purposes. The Company does not own any direct or indirect equity, voting or ownership interest in any Person including any Person that carries on any business that competes with the Business (or part thereof) as presently conducted or as contemplated to be conducted.
9. The copies of the Charter Documents delivered to the Investor are true, correct and complete copies and the Company has complied with all the provisions of its Articles and Memorandum and, in particular, has not entered into any ultra vires transaction.
10. The Board of Directors are duly and validly appointed as per the provisions of the Act and the Articles and Memorandum, and none of the Directors (other than the Directors nominated by the Investor) are disqualified to continue as directors under any provisions of the Act and/or any other statutory legislation, as may be applicable.
11. Except as required under the Conditions Precedent or Closing Actions set forth in this

Agreement, all governmental authorisations, consents and approvals, and corporate approvals, creditors' consent, shareholders' consent and other consents required under Applicable Law or under any contract or otherwise and required to be obtained by the Company for the execution and performance of this Agreement and the Transaction Documents have been obtained, or granted and continue to be in force and the Company, has complied with all conditions and requirements attached to or arising from each such consent and/or approval.

12. **Part A of Schedule 2** sets forth the issued, subscribed and paid-up capital of the Company as on the Execution Date on a Fully Diluted Basis. **Part B of Schedule 2** represents the issued subscribed and paid-up share capital of the Company as on the Closing Date on a Fully Diluted Basis. All of the issued and outstanding securities are, and the Subscription Shares will, when issued and delivered be duly authorized, validly issued, fully paid and free of pre-emptive rights and other Encumbrances of any nature.

13. The Company has not executed any agreements creating any rights in relation to the Company's shareholding, in favour of any Person except the Shareholders' Agreement. The Company has not issued any Shares/ securities of any nature whatsoever other than the securities issued and allotted to the Persons mentioned in **Schedule 2**.

14. (a) All of the issued and outstanding Shares are, and the Subscription Shares shall be, when issued and delivered in accordance with the terms of the Agreement, duly authorized, validly issued, fully paid and non-assessable and free of pre-emptive rights and other Encumbrances. (b) Upon issue and allotment of the Subscription Shares, the Investor shall have the marketable title to and shall be the sole legal and beneficial owner of such Shares free from any Encumbrance or Claim or demand of any description whatsoever, except for any the transfer restrictions under the Shareholders' Agreement.

15. The Company has not, nor has anyone on the Company's behalf, done, committed or omitted any act, deed, matter or thing whereby the Subscription Shares, upon its allotment, can be forfeited, cancelled, extinguished or rendered void or voidable.

16. The Company has not bought back or agreed to buy back any of its Shares or other securities.

17. Except as contemplated under the Agreement or the Transaction Documents, neither the entry into, nor compliance with, nor completion under the Agreement or the Transaction Documents is likely to cause the Company, to lose the benefit of any right, credit or privilege the Company presently enjoy.

18. Except as contemplated under this Agreement, the Transaction Documents and the Articles, there are no Encumbrances, outstanding rights (including conversion or pre-emption rights), plans, stock options, warrants, calls, conversion rights, re-purchase rights, redemption rights or any contracts, arrangements, requirements or commitments of any character (either oral or written, firm or conditional) or agreements or understanding (whether or not such agreements or understanding is absolute, revocable, contingent, conditional, oral, written, binding or otherwise) obligating the Company to issue, deliver, sell, purchase, re-purchase or otherwise acquire, or cause to be issued, delivered, sold, purchased, re-purchased or otherwise acquired, any Shares or any securities exchangeable for or convertible into Equity Shares or obligating the Company to grant, extend or enter into any such contract, arrangement, requirement or commitment, nor are there any rights to receive dividends or other distributions in respect of any such securities.

19. The Company is in compliance with Applicable Laws in all material respects.

20. The Company has obtained all authorisations, consents, licences and registrations as

required by Applicable Law to carry on the Business and is eligible and authorised to carry out the Business in the jurisdiction of its operations.

21. The Company does not undertake any business other than the Business and the description of the Business is accurate.

22. The Business and activities undertaken by the Company (including the obligations under material contracts) falls under a sector in which foreign investment is permitted up to 100% under the automatic route as per the extent of foreign exchange laws in India.

23. Neither the Company nor its representatives nor the Founders has committed or omitted to do any act or thing in relation to the Company, the commission or omission of which is in contravention of any Applicable Law, including the Foreign Exchange Management Act, 1999.

24. The Company's books of accounts / accounting records have been maintained in accordance with the Applicable Law and applicable accounting standards and show a true and fair view in all respects of the assets and liabilities and of the state of affairs, financial position of the Company.

25. The Company currently does not have any debts, whether accrued, absolute or contingent.

26. The corporate records of the Company have been maintained in material compliance with applicable statutory requirements, are materially complete and accurate.

27. The Company has duly completed all material statutory filings which have been duly taken on record by relevant governmental authorities. There are no material penalties imposed upon the Company for any delay in statutory filings that are outstanding.

28. The Company has not executed any contract which has a monetary value in excess of INR 50,00,000 (Indian Rupees Fifty Lakhs). The Company is not a party to any contract which cannot be terminated with a six months' notice. The Company is not a party to any contract which is in the nature of restricting trade of the Company in any manner whatsoever.

29. The Business is conducted by the Founders only through the Company and not otherwise and the Founders are not involved in any business that competes with the Business.

30. The Company is not subject or party to any current, pending or potential legal proceedings pursuant to a written notice received by the Company or otherwise, including civil litigations, criminal prosecutions, arbitration proceedings, administrative proceedings, governmental proceedings, appeals, or enforcement proceedings. The Company is not subject to any order, direction, judgement, injunction, decree, waiver, declaration, exemption or notice granted or issued by any governmental, administrative, statutory or regulatory body or any court, tribunal which has or is likely to have a Material Adverse effect on the Business and/or the Company's assets (or part thereof).

31. There are no criminal proceedings threatened or ongoing against the Company or the Founders.

32. The Company is in compliance in all respects with all contracts to which it is a party and it has not received notice of default requiring cure of any breach or termination from any counterparty under a such contract. No counter party to any of the said contracts is in default of the provisions thereunder. No counterparty has indicated any intention to terminate any such contract prior to the expiration of its term. All contracts have been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of each party thereto, enforceable against each party thereto in accordance with its term.

33. The Company owns or is otherwise entitled to use all intellectual property having use in

the business without any claims, liabilities or encumbrances of any manner. None of the Founders have any rights whatsoever in the intellectual properties used by the Company.

34. The Company has discharged or adequately provided for in all respects its obligations to pay all salaries, wages, gratuity payments, provident fund payments, bonuses, overtime pay, sick pay, leave encashments and other benefits of or connected with employment, and no claim in relation to the foregoing has been made by any employee or former employee.

35. The Company is materially compliant with the labour laws and labour records under the Applicable Law. The Company is not a party to, bound by, or negotiating in respect of any collective bargaining agreement or any other similar agreement (such as an extension order) with any labour union, association or works council. No material claim in relation to the Company's employees or any material employment or labour issue has been made against the Company which is currently outstanding. The Company has duly procured and provided for all requisite labour registrations and policies under the Applicable Law. The Company is materially in compliance with Applicable Laws or authorization relating to the welfare, health or safety of its employees.

36. The Company is not party to any transactions with any related party other than on arm's length basis and all transactions entered by the Company with related parties are in compliance with Applicable Laws.

37. The Company is not aware of any facts or circumstances relating to the affairs of the Company which have not been disclosed in writing to the Investor, which if disclosed, might reasonably be expected to influence the decision of any reasonable investor to subscribe to any securities of the Company.

38. The Company currently does not own any immovable property and/or real estate. The real estate and/or immovable property rented by the Company is permitted to be used for commercial purposes under Applicable Law. Further, none of the immovable properties rented / used by the Company, are at present the subject matter of any legal proceedings.

39. The currently applicable insurance policies obtained by the Company are in full force and effect and are adequate and suitable for the risks covered. The Company has procured directors and officers insurance policy(ies) for its directors. There are no claims by the Company pending under any of such policies. All premiums due under such policies have been paid and the Company is otherwise in compliance with the terms and conditions of all such policies.

40. The Company is in compliance with all Applicable Laws pertaining to taxes including but not limited to the Income Tax Act, 1961, the Central Excise Act, 1944 and the Goods and Services Tax Act, 2017. The Company has duly paid all taxes that are due and payable and has filed all tax returns in accordance with the relevant provisions of Applicable Law. The Company is not subject to any tax audit or tax claims or liabilities or tax proceedings.

PART B – FOUNDER WARRANTIES

Each of the Founder represents and warrants that:

1. He is competent to contract under the Applicable Law and he has the requisite power and authority to execute this Agreement and perform his obligations hereunder.
2. This Agreement has been duly executed and delivered by him and constitutes his valid and legally binding obligation, enforceable against him in accordance with the terms hereof. The execution of this Agreement and/or consummation of any of his obligations under this Agreement will not conflict, be contrary to or violate any Applicable Law.
3. He is lawfully entitled to his Shares and the Shares held by him are not subject to any Encumbrance.
4. He is not subject to any obligation, agreement or commitment that affects his obligations under this Agreement.
5. He is solvent as per Applicable Law and there are no insolvency proceedings subsisting or threatened in writing of any character, including without limitation, any insolvency proceedings, receivership, composition or arrangement with creditors, voluntary or involuntary, affecting him.

SCHEDULE 8 - FORMAT OF CP CONFIRMATION CERTIFICATE

[Note: To be executed by the Company and the Founders and sent to the Investor.]

[Insert Date]

To:
Bluestone Jewellery and Lifestyle Limited
[●]

Re: Share Subscription Agreement dated [●] (the “**Agreement**”) executed amongst Bluestone Jewellery and Lifestyle Limited (“**Investor**”), Redefine Fashion Private Limited (“**Company**”) and the Founders.

Dear Sir,

This certificate is being issued pursuant to Clause 3.1 of the Agreement.

Capitalized terms and expressions used in this certificate but not defined herein shall have the meaning ascribed to them in the Agreement.

We hereby certify that each of the relevant Conditions Precedent specified in the Agreement, as set out below, have been satisfied. Enclosed please find documents evidencing such compliance.

Sr. No.	Clause Reference	Condition Precedent	Status/ Confirmation
1.			
2.			
3.			
4.			

For and on behalf of **Redefine Fashion Private Limited**

Authorized Signatory
Name: *[insert name]*

For and on behalf of Sankar Bora

For and on behalf of Deepan Babu

For and on behalf of Deepak Patil

For and on behalf of Bharat Mahajan

Acknowledged

For and on behalf of **Bluestone Jewellery and Lifestyle Limited**

Authorized Signatory

Name: [*insert name*]

SCHEDULE 9 - FORMAT OF CLOSING CERTIFICATE

[Note: To be executed by the Company and the Founders and sent to the Investor.]

[Insert Date]

To:
Bluestone Jewellery and Lifestyle Limited
[●]

Re: Share Subscription Agreement dated [●] (the “**Agreement**”) executed amongst Bluestone Jewellery and Lifestyle Limited (“**Investor**”), Redefine Fashion Private Limited (“**Company**”) and the Founders.

Dear Sir,

This certificate is being issued pursuant to Clause 4.1 of the Agreement.

Capitalized terms and expressions used in this certificate but not defined herein shall have the meaning ascribed to them in the Agreement.

We, the Company and the Founders hereby certify that:

- (a) The Warranties are true and correct and not misleading as on the date hereof.
- (b) There is no event or condition of any character that constitute a Material Adverse Effect as on the date hereof.
- (c) We have complied with the agreements, covenants and conditions required to be complied under the Agreement on the or before the date hereof.
- (d) There is no administrative, investigatory, judicial or arbitration proceedings seeking to enjoin or seek damages from the Company in connection with the allotment or issuance of the Subscription Shares, and to the best of the Company and Founders’ knowledge there being no order, injunction, or other action issued, pending or threatened (in writing), which involves a challenge or seeks to or which prohibits, prevents, restrains, restricts, delays, makes illegal or otherwise interferes with the consummation of the transaction under the Agreement.

For and on behalf of **Redefine Fashion Private Limited**

Authorized Signatory
Name: *[insert name]*

For and on behalf of Sankar Bora

For and on behalf of Deepan Babu

For and on behalf of Deepak Patil

For and on behalf of Bharat Mahajan

For and on behalf of **Bluestone Jewellery and Lifestyle Limited**

Authorized Signatory

Name: [*insert name*]

SCHEDULE 10 – TERMS OF CCPS – SEED 1

The CCPS – Seed 1 shall have the following characteristics, including certain rights vested in the holder of the CCPS – Seed 1 which are in addition to, and without prejudice to, the other rights of the holder of CCPS – Seed 1. Unless otherwise expressly mentioned in this Agreement, the terms, preferences, rights and privileges of the CCPS – Seed 1 shall rank *pari passu* with the other series of Preference Shares.

1. Equity shares. The number of Equity Shares to be issued to the holder of the CCPS – Seed 1 upon conversion shall, subject to the other terms and conditions set forth in this Agreement, is set out in paragraph 3 below.

2. Dividends

- (a) Subject to Applicable Law, the holders of CCPS – Seed 1 shall be entitled to receive a cumulative dividend rate of 0.1% (zero point one percent) on par with the holders of other Preference Shares and in priority to holders of all other Shares.
- (b) If the Company declares a dividend on Equity Shares at a rate, which is higher than the rate mentioned above in paragraph (a) above, the holders of CCPS – Seed 1 shall be entitled to receive such higher rate of dividend on the CCPS – Seed 1, along with the holders of other series of Preference Shares in priority to holders of Equity Shares or other securities. The dividend entitlement of the holders of CCPS – Seed 1 shall be computed on an As If Converted Basis.
- (c) The Company shall not declare and pay any dividend unless dividend is paid in accordance with this paragraph 2.

3. Conversion.

- (a) The holders of CCPS – Seed 1 shall have the right to convert any or all of the CCPS – Seed 1 at their sole discretion and at any time within 19 (nineteen) years from the date of issuance of the CCPS – Seed 1, into Equity Shares of the Company, without any additional payment to the Company for such conversion. Further, at the end of the 19th (nineteenth) year from the date of issuance of CCPS – Seed 1, the CCPS – Seed 1 which are not so converted shall stand automatically converted into Equity Shares of the Company. If mandated by Applicable Law, CCPS – Seed 1 shall automatically convert to Equity Shares prior to listing of the Company's Shares on any Stock Exchange.
- (b) The price paid per CCPS – Seed 1 is INR 615.38 (Indian Rupees Six Hundred and Fifteen and Paise Thirty Eight Only) ("**Seed 1 Conversion Price**"). The Seed 1 Conversion Price shall be adjusted in accordance with the terms specified under this Schedule. However, at any given point of time, the Seed 1 Conversion Price shall not be adjusted to a price which is less than the fair market value of the CCPS – Seed 1, ascertained as on the date of issuance of such CCPS – Seed 1. As on the Closing Date, each CCPS – Seed 1 shall be convertible into 1 (one) Equity Share

(“**Seed 1 Conversion Ratio**”), and the Seed 1 Conversion Ratio shall be suitably modified for a change in the Seed 1 Conversion Price.

- (c) The Seed 1 Conversion Price shall be subject to adjustments as set out in paragraph 3 (e), paragraph 5, paragraph 6 and the remaining provisions of this Schedule.
- (d) Upon conversion of the CCPS – Seed 1, no fractional Equity Shares shall be issued and allotted to the holders of CCPS – Seed 1. In the event, there occurs a situation where any fractional Equity Shares need to be issued to the holders of CCPS – Seed 1 upon exercise of their conversion right or due to compulsory conversion, such fraction shall be rounded off to the nearest whole number.
- (e) The Seed 1 Conversion Price in effect from time to time for the CCPS – Seed 1 shall be subject to adjustments as follows:
 - (i) In the event the outstanding Equity Shares shall be sub-divided by share split, share dividend, bonus or otherwise, into a greater number of Equity Shares, the Seed 1 Conversion Price shall, concurrently with the effectiveness of such subdivision, be proportionately adjusted (i.e. each CCPS – Seed 1 shall be entitled to a greater number of Equity Shares). In the event the outstanding Equity Shares shall be combined or consolidated into a lesser number of Equity Shares, the Seed 1 Conversion Price shall, concurrently with the effectiveness of such combination or consolidation, be proportionately adjusted (i.e. each CCPS – Seed 1 shall be entitled to lesser number of Equity Shares).
 - (ii) In the event the Company makes, or fixes a record date for the determination of holders of Equity Shares entitled to receive, any distribution payable in property or in securities of the Company, other than (a) for the adjustments pursuant to paragraph 5 or paragraph 6 herein; or (b) in connection with the dividend under paragraph 2 (but without prejudice to the provisions thereof), then and in each such event, the holder of CCPS – Seed 1 on converting the CCPS – Seed 1 shall receive, at the time of such distribution, the amount of property or the number of securities of the Company that they would have received had the CCPS – Seed 1 been converted into Equity Shares on the date of such event on an As If Converted Basis.
 - (iii) If the Equity Shares shall be changed into the same or a different number of Shares of any other class or classes of shares or other securities or property, whether by capital reorganization, reclassification or otherwise, then each CCPS – Seed 1 shall thereafter be convertible at the option of the holder into (a) such number of shares or other securities or property to which a holder of Equity Shares of the Company, deliverable upon conversion of such CCPS – Seed 1, shall have been entitled, upon such reorganization, reclassification or other event; or (b) Equity Shares.
- (f) The Founders and the Company shall ensure that any adjustments to the Seed 1 Conversion Price shall at all times be subject to Applicable Law.

- (g) Subject to paragraph 3, for the conversion of the CCPS – Seed 1, the holder of CCPS – Seed 1 electing to convert the CCPS – Seed 1 shall, at such time as per its sole discretion, give a notice of conversion (“**Notice of Conversion**”) to the Company, specifying intention to convert the CCPS – Seed 1 held by it. Along with the Notice of Conversion, such holder of CCPS – Seed 1 shall transfer the CCPS – Seed 1 to the Company in accordance with the procedure laid down under Applicable Law.
 - (h) The Company shall, within 30 (thirty) calendar days of issue of Notice of Conversion, issue and deliver to the holder of CCPS – Seed 1, credit to the demat account of the holder, the number of Equity Shares to which the holder shall be entitled as aforesaid, plus any declared and unpaid dividends on the converted CCPS – Seed 1. In the event of a compulsory conversion, all outstanding CCPS – Seed 1 shall be converted into Equity Shares, in accordance with Applicable Law.
 - (i) The conversion of CCPS – Seed 1 shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the CCPS – Seed 1 to be converted, and the holder of CCPS – Seed 1 shall be treated as the holder of the Equity Shares on such date; provided, however, that if the conversion is in connection with a Public Offer, the CCPS – Seed 1 shall be converted into Equity Shares in accordance with Applicable Law.
 - (j) Upon the occurrence of each adjustment or readjustment of the Seed 1 Conversion Price, as applicable, pursuant to this Schedule, the Company at its expense, shall immediately compute such adjustment or readjustment in accordance with the terms hereof and furnish to the holder of CCPS – Seed 1, a certificate setting forth (i) such adjustment or readjustment; (ii) facts upon which such adjustment or readjustment is based; and (iii) the number of Equity Shares and the amount, if any, or other property which at the time would be received by the holder of CCPS – Seed 1 upon the conversion of or a distribution for the CCPS – Seed 1. The Company shall, upon the written request of a holder of CCPS – Seed 1, furnish or cause to be furnished to such holder of CCPS – Seed 1 a certificate setting forth (i) such adjustments and readjustments, (ii) the Seed 1 Conversion Price at the time in effect, and (iii) the number of Equity Shares and the amount, if any, of other property which at the time would be received by such holder of CCPS – Seed 1 upon conversion of or a distribution for the CCPS – Seed 1.
- 4. Meeting and Voting rights.** Except as otherwise provided in this paragraph, the holders of CCPS – Seed 1 shall not have any voting rights. Provided that immediately upon the Company completing its next fund raise round or upon expiry of 6 (six) months from the Closing Date, whichever is earlier, the holders of CCPS – Seed 1 shall automatically be entitled to attend meetings of all Shareholders of the Company and will be entitled to vote on all matters on an As if Converted Basis, from time to time, subject to Applicable Law. Further, if the holders of CCPS – Seed 1 are unable to exercise their voting rights in a meeting of all Shareholders, the Founders and other Shareholders holding Equity Shares shall vote in accordance with the instructions of the holders of such CCPS – Seed 1 at a general meeting or provide proxies without instructions, to the holders of such CCPS – Seed 1 for the purpose of a general meeting, equal to the percentage of Equity

Shares in the Company that holders of such CCPS – Seed 1 would hold if they were to elect to convert the CCPS – Seed 1 into Equity Shares.

5. **Liquidation Preference.** Upon occurrence of Liquidation Event, the holders of CCPS – Seed 1 shall have preference over other Shareholders of the Company.
6. **Valuation Protection.** If the Company offers any Dilution Instruments to any Person after the issuance of CCPS – Seed 1, at a price which is lesser than Seed 1 Conversion Price (proportionately adjusted for any capital reorganization of the nature of stock splits, consolidation and subdivision of such Preference Shares) (“**Dilution Price Seed 1**”, and such offer of Dilution Instruments, “**Dilutive Issuance Seed 1**”), then the holders of CCPS – Seed 1 shall be entitled to broad based anti-dilution protection (“**Valuation Protection Right Seed 1**”) as more particularly provided in schedule 10 of the Shareholders’ Agreement. The holders of CCPS – Seed 1 shall not be entitled to Valuation Protection Right Seed 1 in case of Excluded Issuances.
7. **Reorganization, Reclassification:** In case of any reconstruction or consolidation of the Company or any capital reorganization, reclassification or other change of outstanding Shares: (i) the Company shall mail to each holder of the CCPS – Seed 1, as promptly as possible but in any event at least 15 (fifteen) days prior to the applicable date hereinafter specified, a certificate, signed by (a) the chief executive officer of the Company and (b) the chief financial officer of the Company, stating that the holder of each CCPS – Seed 1 shall have the right to receive in such transaction, in respect of each CCPS – Seed 1 held by it on an As If Converted Basis, a security identical to (and not less favourable than) those offered in respect of the Equity Shares in relation to that transaction, and provision shall be made therefor in the agreement, if any, relating to such transaction; provided that the obligations of the Company under this provision shall be subject to and applied to the extent not inconsistent with, the other provisions of this Agreement.
8. **Variation:** The terms of the CCPS – Seed 1 shall not be varied without the consent of holders of at least 75% (seventy five percent) of the outstanding CCPS – Seed 1.

SCHEDULE 11 – TERMS OF CCPS – SEED 1A

The CCPS – Seed 1A shall have the following characteristics, including certain rights vested in the holder of the CCPS – Seed 1A which are in addition to, and without prejudice to, the other rights of the holder of CCPS – Seed 1A. Unless otherwise expressly mentioned in this Agreement, the terms, preferences, rights and privileges of the CCPS – Seed 1A (other than voting rights) shall rank *pari passu* with the other series of Preference Shares.

1. Equity shares. The number of Equity Shares to be issued to the holder of the CCPS – Seed 1A upon conversion shall, subject to the other terms and conditions set forth in this Agreement, is set out in paragraph 3 below.

2. Dividends

- (a) Subject to Applicable Law, the holders of CCPS – Seed 1A shall be entitled to receive a cumulative dividend rate of 0.1% (zero point one percent) on par with the holders of other Preference Shares and in priority to holders of all other Shares.
- (b) If the Company declares a dividend on Equity Shares at a rate, which is higher than the rate mentioned above in paragraph (a) above, the holders of CCPS – Seed 1A shall be entitled to receive such higher rate of dividend on the CCPS – Seed 1A, along with the holders of other series of Preference Shares in priority to holders of Equity Shares or other securities. The dividend entitlement of the holders of CCPS – Seed 1A shall be computed on an As If Converted Basis.
- (c) The Company shall not declare and pay any dividend unless dividend is paid in accordance with this paragraph 2.

3. Conversion.

- (k) The holders of CCPS – Seed 1A shall have the right to convert any or all of the CCPS – Seed 1A at their sole discretion and at any time within 19 (nineteen) years from the date of issuance of the CCPS – Seed 1A, into Equity Shares of the Company, without any additional payment to the Company for such conversion. Further, at the end of the 19th (nineteenth) year from the date of issuance of CCPS – Seed 1A, the CCPS – Seed 1A which are not so converted shall stand automatically converted into Equity Shares of the Company. If mandated by Applicable Law, CCPS – Seed 1A shall automatically convert to Equity Shares prior to listing of the Company's Shares on any Stock Exchange.
- (l) The price paid per CCPS – Seed 1A is INR 615.38 (Indian Rupees Six Hundred and Fifteen and Paise Thirty Eight Only) ("**Seed 1A Conversion Price**"). The Seed 1A Conversion Price shall be adjusted in accordance with the terms specified under this Schedule. However, at any given point of time, the Seed 1A Conversion Price shall not be adjusted to a price which is less than the fair market value of the CCPS – Seed 1A, ascertained as on the date of issuance of such CCPS – Seed 1A. As on the Closing Date, each CCPS – Seed 1A shall be convertible into 1 (one) Equity

Share (“**Seed 1A Conversion Ratio**”), and the Seed 1A Conversion Ratio shall be suitably modified for a change in the Seed 1A Conversion Price.

- (m) The Seed 1A Conversion Price shall be subject to adjustments as set out in paragraph 3 (e), paragraph 5, paragraph 6 and the remaining provisions of this Schedule.
- (n) Upon conversion of the CCPS – Seed 1A, no fractional Equity Shares shall be issued and allotted to the holders of CCPS – Seed 1A. In the event, there occurs a situation where any fractional Equity Shares need to be issued to the holders of CCPS – Seed 1A upon exercise of their conversion right or due to compulsory conversion, such fraction shall be rounded off to the nearest whole number.
- (o) The Seed 1A Conversion Price in effect from time to time for the CCPS – Seed 1A shall be subject to adjustments as follows:
 - (iv) In the event the outstanding Equity Shares shall be sub-divided by share split, share dividend, bonus or otherwise, into a greater number of Equity Shares, the Seed 1A Conversion Price shall, concurrently with the effectiveness of such subdivision, be proportionately adjusted (i.e. each CCPS – Seed 1A shall be entitled to a greater number of Equity Shares). In the event the outstanding Equity Shares shall be combined or consolidated into a lesser number of Equity Shares, the Seed 1A Conversion Price shall, concurrently with the effectiveness of such combination or consolidation, be proportionately adjusted (i.e. each CCPS – Seed 1A shall be entitled to lesser number of Equity Shares).
 - (v) In the event the Company makes, or fixes a record date for the determination of holders of Equity Shares entitled to receive, any distribution payable in property or in securities of the Company, other than (a) for the adjustments pursuant to paragraph 5 or paragraph 6 herein; or (b) in connection with the dividend under paragraph 2 (but without prejudice to the provisions thereof), then and in each such event, the holder of CCPS – Seed 1A on converting the CCPS – Seed 1A shall receive, at the time of such distribution, the amount of property or the number of securities of the Company that they would have received had the CCPS – Seed 1A been converted into Equity Shares on the date of such event on an As If Converted Basis.
 - (vi) If the Equity Shares shall be changed into the same or a different number of Shares of any other class or classes of shares or other securities or property, whether by capital reorganization, reclassification or otherwise, then each CCPS – Seed 1A shall thereafter be convertible at the option of the holder into (a) such number of shares or other securities or property to which a holder of Equity Shares of the Company, deliverable upon conversion of such CCPS – Seed 1A, shall have been entitled, upon such reorganization, reclassification or other event; or (b) Equity Shares.
- (p) The Founders and the Company shall ensure that any adjustments to the Seed 1A Conversion Price shall at all times be subject to Applicable Law.

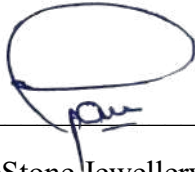
- (q) Subject to paragraph 3, for the conversion of the CCPS – Seed 1A, the holder of CCPS – Seed 1A electing to convert the CCPS – Seed 1A shall, at such time as per its sole discretion, give a notice of conversion (“**Notice of Conversion**”) to the Company, specifying intention to convert the CCPS – Seed 1A held by it. Along with the Notice of Conversion, such holder of CCPS – Seed 1A shall transfer the CCPS – Seed 1A to the Company in accordance with the procedure laid down under Applicable Law.
 - (r) The Company shall, within 30 (thirty) calendar days of issue of Notice of Conversion, issue and deliver to the holder of CCPS – Seed 1A, credit to the demat account of the holder, the number of Equity Shares to which the holder shall be entitled as aforesaid, plus any declared and unpaid dividends on the converted CCPS – Seed 1A. In the event of a compulsory conversion, all outstanding CCPS – Seed 1A shall be converted into Equity Shares, in accordance with Applicable Law.
 - (s) The conversion of CCPS – Seed 1A shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the CCPS – Seed 1A to be converted, and the holder of CCPS – Seed 1A shall be treated as the holder of the Equity Shares on such date; provided, however, that if the conversion is in connection with a Public Offer, the CCPS – Seed 1A shall be converted into Equity Shares in accordance with Applicable Law.
 - (t) Upon the occurrence of each adjustment or readjustment of the Seed 1A Conversion Price, as applicable, pursuant to this Schedule, the Company at its expense, shall immediately compute such adjustment or readjustment in accordance with the terms hereof and furnish to the holder of CCPS – Seed 1A, a certificate setting forth (i) such adjustment or readjustment; (ii) facts upon which such adjustment or readjustment is based; and (iii) the number of Equity Shares and the amount, if any, or other property which at the time would be received by the holder of CCPS – Seed 1A upon the conversion of or a distribution for the CCPS – Seed 1A. The Company shall, upon the written request of a holder of CCPS – Seed 1A, furnish or cause to be furnished to such holder of CCPS – Seed 1A a certificate setting forth (i) such adjustments and readjustments, (ii) the Seed 1A Conversion Price at the time in effect, and (iii) the number of Equity Shares and the amount, if any, of other property which at the time would be received by such holder of CCPS – Seed 1A upon conversion of or a distribution for the CCPS – Seed 1A.
- 4. Meeting and Voting rights.** Unless otherwise agreed in writing between the Company and the holders of the CCPS - Seed 1A (holding at least 75% (seventy five percent) of the outstanding CCPS – Seed 1A), the holders of CCPS – Seed 1A shall not have any voting rights.
- 5. Liquidation Preference.** Upon occurrence of Liquidation Event, the holders of CCPS – Seed 1A shall have preference over other Shareholders of the Company.

6. **Valuation Protection.** If the Company offers any Dilution Instruments to any Person after the issuance of CCPS- Seed 1A, at a price which is lesser than Seed 1A Conversion Price (proportionately adjusted for any capital reorganization of the nature of stock splits, consolidation and subdivision of such Preference Shares) (“**Dilution Price Seed 1A**”, and such offer of Dilution Instruments, “**Dilutive Issuance Seed 1A**”), then the holders of CCPS – Seed 1A shall be entitled to broad based anti-dilution protection (“**Valuation Protection Right Seed 1A**”) as more particularly provided in schedule 10 of the Shareholders’ Agreement. The holders of CCPS – Seed 1A shall not be entitled to Valuation Protection Right Seed 1A in case of Excluded Issuances.
7. **Reorganization, Reclassification:** In case of any reconstruction or consolidation of the Company or any capital reorganization, reclassification or other change of outstanding Shares: (i) the Company shall mail to each holder of the CCPS – Seed 1A, as promptly as possible but in any event at least 15 (fifteen) days prior to the applicable date hereinafter specified, a certificate, signed by (a) the chief executive officer of the Company and (b) the chief financial officer of the Company, stating that the holder of each CCPS – Seed 1A shall have the right to receive in such transaction, in respect of each CCPS – Seed 1A held by it on an As If Converted Basis, a security identical to (and not less favourable than) those offered in respect of the Equity Shares in relation to that transaction, and provision shall be made therefor in the agreement, if any, relating to such transaction; provided that the obligations of the Company under this provision shall be subject to and applied to the extent not inconsistent with, the other provisions of this Agreement.
8. **Variation:** The terms of the CCPS – Seed 1A shall not be varied without the consent of holders of at least 75% (seventy five percent) of the outstanding CCPS – Seed 1A.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or representatives hereunto duly authorised, at the place and as of the date first above written.

Signed and delivered on behalf of the within named

Investor



BlueStone Jewellery & Lifestyle Limited

Authorised Signatory

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or representatives hereunto duly authorised, at the place and as of the date first above written.

Signed and delivered on behalf of the within named

Founder

A handwritten signature in blue ink, appearing to read "U Deepan Babu", is written over a horizontal line.

Deepan Babu

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or representatives hereunto duly authorised, at the place and as of the date first above written.

Signed and delivered on behalf of

Redefine Fashion Private Limited

Sankar Bora



Authorised Signatory

This signature page forms part of the Share Subscription Agreement executed between Redefine Fashion Private Limited, Founders, and the Investor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or representatives hereunto duly authorised, at the place and as of the date first above written.

Signed and delivered on behalf of the within named

Founder

Sankar Bora

Sankar Bora

This signature page forms part of the Share Subscription Agreement executed between
Redefine Fashion Private Limited, Founders, and the Investor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or representatives hereunto duly authorised, at the place and as of the date first above written.

Signed and delivered on behalf of the within named

Founder

A handwritten signature in blue ink, appearing to read 'Deepak Patil', is written above a horizontal line.

Deepak Patil

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers or representatives hereunto duly authorised, at the place and as of the date first above written.

Signed and delivered on behalf of the within named

Founder



Bharat Mahajan