



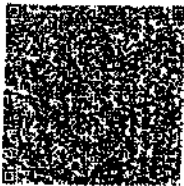
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL47647809452701T
Certificate Issued Date	: 10-Nov-2021 12:22 PM
Account Reference	: IMPACC (IV)/ dl750003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL75000389388037717717T
Purchased by	: CAMPUS ACTIVEWEAR PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CAMPUS ACTIVEWEAR PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: CAMPUS ACTIVEWEAR PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

THIS STAMP PAPER FORMS AN INTEGRAL PART OF DEED OF ADHERENCE EXECUTED BETWEEN MR. NIKHIL AGGARWAL, MR. H. K. AGARWAL, TPG GROWTH III SE PTE. LTD., ORG ENTERPRISES LIMITED, MR. RAJIV GOEL, MR. RAJESH KUMAR GUPTA, CAMPUS ACTIVEWEAR PRIVATE LIMITED, SALISBURY INVESTMENTS PVT. LTD., MR. CHAJTANYA VAIDYA AND MS KUMUD VAIDYA DATED 18 NOVEMBER, 2021.

Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at www.shrestamp.com or using e-Stamp Mobile App of Stock Holding Company of India.
2. The date of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please refer the Computer Authority.

DEED OF ADHERENCE

THIS DEED is made on 18th November 2021 by between:

NIKHIL AGGARWAL, an Indian resident, residing at 42/42, West Punjabi Bagh, New Delhi India-110026 and holding Permanent Account Number AFRPA2426A (hereinafter referred to as "**Nikhil**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and permitted assigns);

AND

HARI KISHAN AGRAWAL, an Indian resident, residing at 42/42, West Punjabi Bagh, New Delhi India- 110026 and holding Permanent Account Number AANPA8268P (hereinafter referred to as "**Transferring Party 1**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and permitted assigns);

AND

TPG GROWTH III SF PTE. LTD., a company incorporated under the laws of Singapore, having its registered office at 83 Clemenceau Avenue, #11-01, UE Square, Singapore 239920 (hereinafter referred to as "**TPG**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

QRG ENTERPRISES LIMITED, a company incorporated under the laws of the Republic of India, with corporate identification number U31900DL1991PLC043974, and whose registered office is at 904, 9th Floor, Surya Kiran Building, K G Marg, Connaught Place, New Delhi, Central Delhi-110001 (hereinafter referred to as "**QRG**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

RAJIV GOEL aged 46 (forty six) years, a person resident in India and residing at SV-II, Flat Number 4FF, Eldeco Eutopia, Sector 93A, Noida, Uttar Pradesh-201301 (hereinafter referred to as "**Rajiv**," which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and permitted assigns);

AND

RAJESH KUMAR GUPTA aged 60 (sixty) years, a person resident in India and residing at 4A, Under Hill Lane, Civil Lines, Delhi-110054 (hereinafter referred to as "**Rajesh**," which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and permitted assigns);

AND

CAMPUS ACTIVEWEAR PRIVATE LIMITED, a company incorporated under the laws of the Republic of India, with corporate identification number U74120DL2008PTC183629, and whose registered office is at D-1, Udyog Nagar Main Rohtak Road New Delhi-110041 (the "**Company**," which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

SALISBURY INVESTMENTS PRIVATE LIMITED, a company incorporated under the laws of the Republic of India, with corporate identification number U67120MH1994PTC077918, and whose registered office is at G03, Vinayak Angan, Prabhadevi, Near Bengal Chemicals, Mumbai, Mumbai city MH-400025 (hereinafter referred to as "**New Shareholder 1**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

CHAITANYA VAIDYA, an Indian resident, residing at [insert address] and holding Permanent Account Number AEBPV7485H (the "**New Shareholder 2**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and permitted assigns);

AND

KUMUD VAIDYA, an Indian resident, residing at [insert address] and holding Permanent Account Number AAFPV5811K (the "**New Shareholder 3**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives and permitted assigns).

New Shareholder 1, New Shareholder 2 and New Shareholder 3 shall be collectively known as "**New Shareholders**"

Transferring Party 1, Nikhil, TPG, QRG, Rajiv, Rajesh, Company and the New Shareholders shall be collectively referred to as the "**Parties**", and each individually as a "**Party**".

WHEREAS:

- (A) This Deed is supplemental to the shareholders' agreement dated August 30, 2017 between (1) the Company; (2) Persons referred to in that agreement as the "**Promoters**" and (3) Persons referred to in that agreement as the "**Investors**" (the "**Agreement**").
- (B) The Transferring Party 1 intends to transfer 7,60,800 Equity Securities (equity shares of face value of Rs 5 each) as under:

Name of transferor	Name of Transferee	No of Equity Securities (equity shares of face value of Rs 5 each)	Consideration (Rs)
Hari Kishan Agrawal	Salisbury Investments Private Limited	5,07,200	9,99,99,552
Hari Kishan Agrawal	Chaitanya Vaidya	1,26,800	2,49,99,888
Hari Kishan Agrawal	Kumud Vaidya	1,26,800	2,49,99,888
TOTAL		7,60,800	14,99,99,328

- (C) In terms of the Agreement, as set out in Clause 8.3.8, the transferees of any securities transferred in accordance with the Agreement were required to execute a deed of adherence.

- (D) The Parties have agreed that the format of the deed of adherence as prescribed under Schedule 6 of the Agreement would not be appropriate in this instance. Accordingly, the Parties have decided that this Deed be executed in lieu of the format of deed of adherence as prescribed under Schedule 6 of the Agreement.

THIS DEED WITNESSES as follows:

1. CONSENT TO THE TERMS OF THE AGREEMENT.

- 1.1 The New Shareholders covenant, undertake and agrees with the Beneficiaries (*as defined below*) that, by executing this Deed, they shall be bound by the terms of the Agreement and the Charter Documents in respect of the Equity Securities they acquire in the terms of the Agreement.
- 1.2 The New Shareholders hereby confirm to the Beneficiaries (*as defined below*) that they have received a certified copy of the Agreement and the Charter Documents.
- 1.3 The Parties hereby agree that by virtue of acquiring the Equity Securities from the Transferring Parties, the New Shareholders shall not have any rights or be bound of any obligations as applicable to the Transferring Parties under the Agreement save for those set out under Clause 8.2 (except 8.2.3, 8.2.4 and 8.2.5) (*Transfer Conditions*), Clause 8.3 (*Investors' First Refusal Right*), Clause 8.4 (*Investors' Tag Along Right*), Clause 8.6 (*Indirect Transfers*), Clause 10 (*Pre-emptive Rights*), Clause 16 (*Confidentiality*) and Clause 19.6.2 (*Assignment*).
- 1.4 This Deed is made for the benefit of: (a) the original parties to the Agreement; and (b) any other Person(s) who after the date of the Agreement (and whether prior to or after the date of this Deed of Adherence) adhere(s) to the Agreement by entering into a Deed of Adherence (collectively, the "**Beneficiaries**").

2. REPRESENTATIONS AND WARRANTIES.

The New Shareholders confirm and represent and warrant to the Beneficiaries that each of representations and warranties set out in Clause 14 (Representations and Warranties) of the Agreement, is true and correct in respect of itself as of the date hereof.

3. DEFINITIONS.

Capitalized terms used in this Deed but not defined herein shall have the meanings ascribed to them in the Agreement.

4. GOVERNING LAW AND DISPUTE RESOLUTION.

The Parties hereby agree and confirm that the provisions of Clause 20 (Governing Law) and Clause 21 (Dispute Resolution) of the Agreement shall apply *mutatis mutandis* to this Deed, as if set out specifically herein are incorporated into this Deed.

5. NOTICES.

The New Shareholders furnish the following details for the purposes of Clause 18 (Notices):

To the New Shareholder 1	Salisbury Investments Private Limited
Address:	G03, Vinayak Angan, Prabhadevi, Near Bengal Chemicals, Mumbai city MH-400025
Email Address:	ritesh@kotharimehta.com
Attn.:	Aditya Puri

To the New Shareholder 2

Address:

Email Address:

Attn.:

Chaitanya Vaidya

251, Suraj Building, Walkeshwar Road, Mumbai-400006

Chaitanya.vaidya@gmail.com

Chaitanya Vaidya

To the New Shareholder 3

Address:

Email Address:

Attn.:

Kumud Vaidya

251, Suraj Building, Walkeshwar Road, Mumbai-400006

Kumuddvaidya@gmail.com

Kumud Vaidya

IN WITNESS of which this deed has been executed and has been delivered on the date which appears first on page 1.

Signed and delivered for and on behalf of

Campus Activewear Private Limited

Signed and delivered by

Hari Krishan Agarwal



By: Nikhil Aggarwal

Title: Director



Authorised by resolution of the board of
directors dated 09.11.2021

IN WITNESS of which this deed has been executed and has been delivered on the date which appears first on page 1.

Signed and delivered for and on behalf of

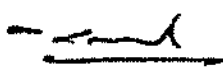
QRG Enterprises Limited
For QRG Enterprises Ltd


By: Surjit Kumar Gupta

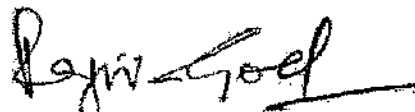
Title: Director

Authorised by resolution of the Board of Director dated 10th August 2017

Signed and delivered by

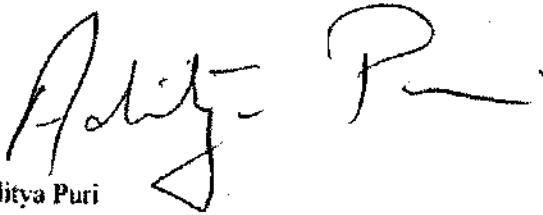

Rajesh Kumar Gupta

Signed and delivered by


Rajiv Goel

IN WITNESS of which this deed has been executed and has been delivered on the date which appears first on page 1.

Salisbury Investments Private Limited

A handwritten signature in black ink, appearing to read 'Aditya Puri', with a stylized flourish at the end.

Aditya Puri

By: Aditya Puri

Title: Director

Authorised by resolution of the board of directors dated 16.11.2021

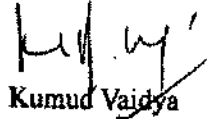
IN WITNESS of which this deed has been executed and has been delivered on the date which appears first on page 1.

Signed and delivered by

A stylized handwritten signature in black ink, consisting of a large 'C' shape with a horizontal line through it.

Chaitanya Vaidya

Signed and delivered by

A handwritten signature in black ink, appearing to be 'Kumud' followed by a flourish.

Kumud Vaidya

This signature page forms an integral part of the deed of adherence between Nikhil Agarwal, Hari Kishan Agrawal, TPG Growth III SF Pte. Ltd, QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, Campus Activewear Private Limited, Salisbury Investments Private Limited, Chaitanya Vaidya and Kumud Vaidya

IN WITNESS of which this deed has been executed and has been delivered on the date which appears first on page 1.

for and on behalf of

TPG GROWTH III SF PTE. LTD.

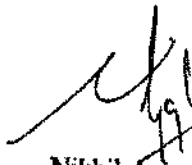


By: Nadia M. Karkar

Title: Authorised Signatory

IN WITNESS of which this deed has been executed and has been delivered on the date which appears first on page 1.

Signed and delivered by

A handwritten signature in black ink, appearing to be 'Nikhil Aggarwal', written over the printed name.

Nikhil Aggarwal