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Certificate No.	: IN-DL14334424132657U
Certificate Issued Date	: 04-Apr-2022 05:26 PM
Account Reference	: IMPACC (IV)/ dl708803/ DELHI/ DL-DLH
Unique Doc Reference	: SUBIN-DL70880316403670917923U
Purchased by	: CAMPUS ACTIVEWEAR LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CAMPUS ACTIVEWEAR LIMITED
Second Party	: HARI KRISHAN AGARWAL AND OTHERS
Stamp Duty Paid By	: CAMPUS ACTIVEWEAR LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

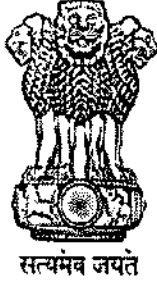


Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE FIRST AMENDMENT AGREEMENT DATED APRIL 9, 2022 TO THE OFFER AGREEMENT DATED DECEMBER 24, 2021

Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at www.echestamp.gov.in by using e Stamp Mobile App of Income Taxing. 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.
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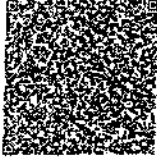


INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL14335040573076U
Certificate Issued Date	: 04-Apr-2022 05:26 PM
Account Reference	: IMPACC (IV)/ d1708803/ DELHV/ DL-DLH
Unique Doc. Reference	: SUBIN-DL14335040573076U
Purchased by	: CAMPUS ACTIVEWEAR LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CAMPUS ACTIVEWEAR LIMITED
Second Party	: HARI KRISHAN AGARWAL AND OTHERS
Stamp Duty Paid By	: CAMPUS ACTIVEWEAR LIMITED
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE FIRST AMENDMENT AGREEMENT DATED APRIL 9, 2022 TO THE OFFER AGREEMENT DATED DECEMBER 24, 2021

Statutory Alert:

1. The authenticity of this stamp certificate should be verified at www.stampsonline.com or using a Stamp Machine App or E-Stamp Hardware. Any discrepancy in the details on the Certificate and its inclusion on the website / Machine App renders it invalid.
2. The price of obtaining the e-stamp is as per the rates in the certificate.
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**FIRST AMENDMENT AGREEMENT DATED APRIL 9, 2022 TO THE OFFER AGREEMENT
DATED DECEMBER 24, 2021**

BY AND AMONG

CAMPUS ACTIVEWEAR LIMITED

AND

HARI KRISHAN AGARWAL

AND

NIKHIL AGGARWAL

AND

TPG GROWTH III SF PTE. LTD

AND

QRG ENTERPRISES LIMITED

AND

RAJIV GOEL

AND

RAJESH KUMAR GUPTA

AND

JM FINANCIAL LIMITED

AND

BOFA SECURITIES INDIA LIMITED

AND

CLSA INDIA PRIVATE LIMITED

AND

KOTAK MAHINDRA CAPITAL COMPANY LIMITED



Shardul Amarchand Mangaldas & Co

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This **AMENDMENT AGREEMENT** (this "**Amendment Agreement**") is entered into at New Delhi, India on April 9, 2022 by and among:

- (1) **CAMPUS ACTIVEWEAR LIMITED**, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at D-1, Udyog Nagar, Main Rohtak Road, New Delhi 110041, India (hereinafter referred to as 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), of the **FIRST PART**; and
- (2) **HARI KRISHAN AGARWAL**, aged 65, an Indian Resident, and residing at House No-42, Road No-42, West Punjabi Bagh, Punjabi Bagh, West Delhi, Delhi 110 026 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors and permitted assigns), of the **SECOND PART**; and
- (3) **NIKHIL AGGARWAL**, aged 36, an Indian Resident, and residing at House No-42, Road No-42, 42/42, Punjabi Bagh, West Delhi, Delhi 110 026 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors and permitted assigns), of the **THIRD PART**; and
- (4) **TPG GROWTH III SF PTE LTD.**, a private limited company incorporated under the laws of Singapore, and having its registered office at 83 Clemenceau Avenue, #11-01 UE Square, Singapore 239920 (hereinafter referred to as the "**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), of the **FOURTH PART**; and
- (5) **QRG ENTERPRISES LIMITED**, a company incorporated under the Companies Act, 1956, and having its registered office at 14/3, Mathura Road, Faridabad, Haryana – 121003 (hereinafter referred to as the "**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), of the **FIFTH PART**; and
- (6) **RAJIV GOEL**, aged 50, an Indian Resident, and residing at 4GF1, Ground Floor, ATS One Hamlet, Noida, Gautam Budh Nagar 201 304, Uttar Pradesh (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors and permitted assigns), of the **SIXTH PART**; and
- (7) **RAJESH KUMAR GUPTA**, aged 64, an Indian Resident, and residing at 4A, Under Hill Lane, Civil Lines, Delhi – 110 054 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors and permitted assigns), of the **SEVENTH PART**; and
- (8) **JM FINANCIAL LIMITED**, a company incorporated under the laws of India and having its registered office at 7th Floor, Chenergy, Appasaheb Marathe Marg Prabhadevi, Mumbai 400 025, Maharashtra, India (hereinafter referred to as "**JM**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **EIGHTH PART**; and
- (9) **BofA SECURITIES INDIA LIMITED**, a company incorporated under the laws of India, with its registered office at Ground Floor, "A" Wing, One BKC, "G" Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter referred to as "**BofA Securities**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **NINTH PART**; and
- (10) **CLSA INDIA PRIVATE LIMITED** a company incorporated under the laws of India, with its registered office at 8/F Dalamal House Nariman Point Mumbai 400 021, Maharashtra India ("**CLSA**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **TENTH PART**; and
- (11) **KOTAK MAHINDRA CAPITAL COMPANY LIMITED**, a company incorporated under the laws of India and having its registered office at 1st Floor, 27 BKC, Plot No. 27, G Block, Bandra Kurla Complex Bandra (East), Mumbai 400 051 Maharashtra, India ("**Kotak**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ELEVENTH PART**.

In this Amendment Agreement:

- (i) JM, BofA Securities, CLSA and Kotak are collectively referred to as the **"Book Running Lead Managers"** or **"BRLMs"** and individually as a **"BRLM"** or **"Book Running Lead Manager"**;
- (ii) Hari Krishan Agarwal and Nikhil Aggarwal are collectively referred to as the **"Promoter Selling Shareholders"** and individually referred to as a **"Promoter Selling Shareholder"**;
- (iii) TPG and QRG are collectively referred to as the **"Investor Selling Shareholders"** and individually as an **"Investor Selling Shareholder"**;
- (iv) Rajiv Goel and Rajesh Kumar Gupta are collectively referred to as the **"Other Selling Shareholders"** and individually referred to as a **"Other Selling Shareholder"**;
- (v) The Promoter Selling Shareholders, the Investor Selling Shareholders and the Other Selling Shareholders are collectively referred to as the **"Selling Shareholders"** and individually as a **"Selling Shareholder"**; and
- (vi) The Company, the Selling Shareholders and the BRLMs are collectively referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:

- (A) The Company and Selling Shareholders propose to undertake an initial public offering of equity shares of the Company bearing face value of ₹ 5 each (the **"Equity Shares"**), comprising an offer for sale aggregating up to 51,000,000 Equity Shares by the Selling Shareholders (the **"Offer for Sale"** or the **"Offer"**) in accordance with the Companies Act, 2013 and the rules made thereunder (the **"Companies Act"**), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the **"SEBI ICDR Regulations"**) and other applicable laws, at such price as may be determined through the book building process as prescribed in Schedule XIII of the SEBI ICDR Regulations by the Company and Selling Shareholders in consultation with the BRLMs to the Offer.
- (B) The Company and the Selling Shareholders had appointed the BRLMs to manage the Offer as the book running lead managers. The BRLMs had accepted the engagement in terms of the fee letter dated December 24, 2021 and the offer agreement dated December 24, 2021 (**"Offer Agreement"**) entered into among the BRLMs, Company and the Selling Shareholders.
- (C) The Company had filed a draft red herring prospectus dated December 24, 2021 with the Securities and Exchange Board of India (**"SEBI"**) in connection with the Offer for review and comments in accordance with the SEBI ICDR Regulations (the **"Draft Red Herring Prospectus"**).
- (D) Subsequent to the filing of the Draft Red Herring Prospectus, SEBI issued its final observations by way of its letter dated March 17, 2022 (**"Final Observations"**). In Observation no. 49 of the Final Observations, SEBI has directed the Company to disclose that the Offer expenses shall be shared between the Selling Shareholders and the Company in a proportionate manner even if the Offer does not go through and the Equity Shares are not listed on the Stock Exchanges. Further, the Offer expenses shall be reimbursed to the Company jointly and severally by the Selling Shareholders.
- (E) After incorporating the comments and observations from SEBI, the Company is proposing to file a red herring prospectus and thereafter a prospectus with the Registrar of Companies, National Capital Territory of Delhi and Haryana at New Delhi and the National Stock Exchange of India Limited and the BSE Limited (hereinafter, collectively referred to as the **"Stock Exchanges"**) and SEBI in accordance with the Companies Act, and the SEBI ICDR Regulations.
- (F) Accordingly, in terms of Clause 22.1 of the Offer Agreement, the Parties have mutually agreed to amend certain provisions of the Offer Agreement to account for the changes pursuant to Observation no. 49 of the Final Observations and have agreed to enter into this Amendment Agreement.

NOW, THEREFORE, the Parties do hereby agree as follows:

All capitalised terms used in this Amendment Agreement, including the recitals, shall, unless specifically defined in this Amendment Agreement, have the meanings assigned to them in the Offer Agreement and Offer Documents (as defined hereafter), as the context requires. In the event of any inconsistencies or discrepancies, the definitions in the Offer Documents shall prevail.

In this Amendment Agreement, unless the context otherwise requires:

- (i) words denoting the singular shall include the plural and *vice versa*;
- (ii) words denoting a person shall include a natural person, corporation, company, partnership, trust or other entity having legal capacity;
- (iii) heading and bold typefaces are only for convenience and shall be ignored for the purposes of interpretation;
- (iv) any reference to the word "include" or "including" shall be construed without limitation;
- (v) references to "knowledge" or similar expressions of a person regarding a matter shall mean the actual knowledge of such person, or if the context so requires, the actual knowledge of such non-natural person's directors, officers, partners, or trustees regarding such matter, and such knowledge as any of the foregoing would reasonably be expected to have, after conducting a due and careful inquiry of the matter;
- (vi) any consent, approval, authorization to be obtained from any of the Parties shall be deemed to mean the prior written consent, approval, authorization of the said Party;
- (vii) any reference to this Amendment Agreement or to any other agreement, deed or instrument shall be construed as a reference to this Amendment Agreement or to such agreement, deed or instrument, as the same may from time to time be amended, varied, supplemented or novated;
- (viii) any reference to a recital, clause, paragraph or annexure, unless indicated otherwise, shall be construed as a reference to a recital, clause, paragraph or annexure of this Amendment Agreement;
- (ix) any reference to days, unless clarified to refer to Working Days or business days, is a reference to calendar days; and
- (x) time is of the essence in the performance of the Parties' respective obligations under this Amendment Agreement. If any time period specified in this Amendment Agreement is extended, such extended time shall also be of the essence.

1. AMENDMENT

1.1. The Parties agree that Clause 2.7 of the Offer Agreement shall stand replaced with the following:

"Each of the Selling Shareholders, severally and not jointly, agree and undertake that they shall not access the money raised in the Offer until receipt of final listing and trading approvals of Equity Shares from the Stock Exchanges. The Company shall refund the money raised in the Offer to the Bidders if required to do so for any reason under Applicable Laws, including due to failure to obtain listing or trading approval or pursuant to any direction or order of SEBI or any other governmental or statutory authority. The Company on behalf of the Selling Shareholders shall pay interest on such money as required under Applicable Law, in the manner described in the Offer Documents; however, each Selling Shareholder shall be, severally and jointly, liable to refund money raised in the Offer under this Clause 0, only to the extent of its respective Offered Shares, together with any interest on such amount as per Applicable Law. In the event that the Offer is postponed or withdrawn or abandoned for any reason by way of mutual agreement between the Company and the Selling Shareholders, or the Offer is not successful, all costs and expenses with respect to the Offer shall be shared between the Selling Shareholders and the Company in the manner prescribed in Clause 19.1. All refunds made, interest borne, and expenses incurred (with regard to payment of refunds) by the Company on behalf of any of the Selling Shareholders will be adjusted or reimbursed by such Selling Shareholder to the Company as

agreed among the Company and the Selling Shareholders in writing, in accordance with Applicable Law."

- 1.2. The Parties agree that Clause 19.1 of the Offer Agreement shall stand replaced with the following:

"Other than (a) listing fees, any costs incurred in issuing corporate advertisements (i.e. any corporate advertisements consistent with past practices of the Company and not including any fee paid to any marketing or advertising agency, for marketing and advertisements, appointed by the Company in connection with the Offer) and auditor fees for annual audit each of which shall be borne by the Company, and (b) fees and expenses in relation to the legal counsel to the Selling Shareholders which shall be borne by the respective Selling Shareholders severally and not jointly, all costs, charges, fees and expenses associated with and incurred in connection with the Offer, issue advertising, printing, road show expenses, accommodation and travel expenses, stamp, transfer, issuance, documentary, registration, costs for execution and enforcement of this Agreement, Registrar's fees, fees to be paid to the BRLMs, fees and expenses of legal counsel to the Company and the BRLMs, fees and expenses of the auditors, fees to be paid to Sponsor Banks, SCSBs (processing fees and selling commission), brokerage for Syndicate Members, commission to Registered Brokers, Collecting DPs and Collecting RTAs, and payments to consultants, and advisors, shall be shared among each of the Selling Shareholders severally and not jointly, in proportion to the number of Equity Shares sold by each of the Selling Shareholders through the Offer for Sale. All such payments shall be made by the Company on behalf of the Selling Shareholders and the Selling Shareholders agree that they shall, severally and jointly, reimburse the Company in proportion to their respective proportion of the Offered Shares, for any expenses incurred by the Company on behalf of such Selling Shareholder. The fees of the BRLMs shall be paid directly from the public offer account(s) where the proceeds of the Offer have been received, and immediately upon receipt of final listing and trading approvals from the Stock Exchanges, in the manner as may be set out in the Offer Documents as well as the cash escrow and sponsor bank agreement. In the event that the Offer is postponed or withdrawn or abandoned for any reason by way of mutual agreement between the Company and the Selling Shareholders, or the Offer is not successful, all costs and expenses with respect to the Offer shall be shared between the Selling Shareholders and the Company in the manner prescribed in this Clause 19.1."

2. UNDERSTANDING

Unless the context otherwise requires, any reference to the Offer Agreement shall be construed to mean the Offer Agreement as amended by this Amendment Agreement and that this Amendment Agreement shall constitute an integral part of the Offer Agreement and shall be read in conjunction with the Offer Agreement and shall constitute the entire understanding among the Parties.

3. EFFECTIVENESS

This Amendment Agreement shall come into effect from the date of the execution of this Amendment Agreement.

4. MISCELLANEOUS

- 4.1 The Offer Agreement shall stand modified to the extent stated in this Amendment Agreement only with effect from the date of this Amendment Agreement. Except to the extent modified as per this Amendment Agreement, all other terms and conditions of the Offer Agreement shall remain unchanged and shall continue in full force and effect, and shall continue to bind the Parties and be enforceable between the Parties, for the term and duration contemplated therein, in accordance with the terms thereof. No modification, alteration or amendment of Amendment Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto.
- 4.2 In the event of conflict between the provisions of the Offer Agreement and this Amendment Agreement in respect of the subject matter hereof, the provisions of this Amendment Agreement shall prevail.
- 4.3 Each Party represents that it has the power and authority and is competent to enter into and perform this Amendment Agreement and this Amendment Agreement constitutes its legal valid and binding obligation, enforceable against it in accordance with the terms of the Offer Agreement.

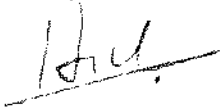
- 4.4 This Amendment Agreement, the rights and obligations of the Parties, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Republic of India and subject to Clause 14 (*Arbitration*) of the Offer Agreement. The competent courts at Mumbai, India shall have exclusive jurisdiction over any interim and/or appellate reliefs in all matters arising out of this Amendment Agreement. Any notice to be provided pursuant to this Amendment Agreement shall be made in accordance with the Offer Agreement.
- 4.5 This Amendment Agreement may be executed in one or more counterparts/originals including counterparts/originals transmitted electronically, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one and the same document.

In witness whereof the Parties have set their hands on the day and the year hereinabove written.

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed amongst Campus Activewear Limited, Hari Krishan Agarwal, Nikhil Aggarwal, TPG Growth III SF Pte. Ltd, QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited and Kotak Mahindra Capital Company Limited

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

**SIGNED for and on behalf of
CAMPUS ACTIVEWEAR LIMITED**

A handwritten signature in black ink, appearing to read 'Archana', with a horizontal line extending to the right.

Name: Archana Maini

Designation: General Counsel & Company Secretary

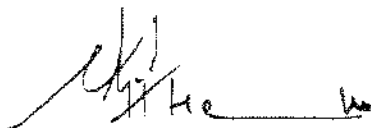
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SIGNED by
HARI KRISHAN AGARWAL

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IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

A handwritten signature in black ink, appearing to read 'Nikhil Aggarwal', is written over a horizontal line.

SIGNED by
NIKHIL AGGARWAL

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed amongst Campus Activewear Limited, Hari Krishan Agarwal, Nikhil Aggarwal, TPG Growth III SF Pte. Ltd, QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited and Kotak Mahindra Capital Company Limited

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of
TPG GROWTH III SF PTE. LTD

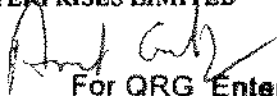


Name: *Nodita Karkar*
Designation: *Director*

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed amongst Campus Activewear Limited, Hari Krishan Agarwal, Nikhil Aggarwal, TPG Growth III SF Pte. Ltd, QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited, and Kotak Mahindra Capital Company Limited

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of
QRG ENTERPRISES LIMITED



For QRG Enterprises Limited

Name: Ameet Kumar Gupta
Designation: Director

Director

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed amongst Campus ActiveWear Limited, Hari Krishan Agarwal, Nikhil Aggarwal, TPG Growth III SF Pte. Ltd, QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited, and Kotak Mahindra Capital Company Limited

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

A handwritten signature in black ink, appearing to read 'Rajiv Goel', with a long horizontal flourish extending to the right.

SIGNED by
RAJIV GOEL

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed amongst Campus Activewear Limited, Hari Krishan Agarwal, Nikhil Aggarwal, TPG Growth III SF Pte. Ltd, QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited and Kotak Mahindra Capital Company Limited

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

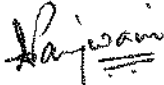


SIGNED by
RAJESH KUMAR GUPTA

This signature page forms an integral part of the Offer Agreement executed amongst Campus Activewear Limited, Hari Krishan Agarwal, Nikhil Aggarwal, TPG Growth III SF Pte Ltd, the Individuals and Entities listed out in Annexure C, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited and Kotak Mahindra Capital Company Limited

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED FOR AND ON BEHALF OF JM FINANCIAL LIMITED



Name: Nikhil Panjwani
Designation: Vice President



This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed amongst Campus Activewear Limited, Hari Krishan Agarwal, Nikhil Aggarwal, TPG Growth III SF Pte. Ltd, QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited and Kotak Mahindra Capital Company Limited

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.



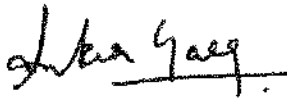

SIGNED for and on behalf of
BofA SECURITIES INDIA LIMITED

Name: Amit Shah
Designation: Managing Director

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed amongst Campus Activewear Limited, Hari Krishan Agarwal, Nikhil Aggarwal, TPG Growth III SF Pte. Ltd, QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited and Kotak Mahindra Capital Company Limited

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED for and on behalf of
CLSA INDIA PRIVATE LIMITED

Name: **Ankur Garg**
Designation: **Director**

This signature page forms an integral part of the Amendment Agreement to the Offer Agreement executed amongst Campus Activewear Limited, Hari Krishan Agarwal, Nikhil Aggarwal, TPG Growth III SF Pte. Ltd, QRG Enterprises Limited, Rajiv Goel, Rajesh Kumar Gupta, JM Financial Limited, BofA Securities India Limited, CLSA India Private Limited, and Kotak Mahindra Capital Company Limited

IN WITNESS WHEREOF, this Amendment Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

**SIGNED for and on behalf of
KOTAK MAHINDRA CAPITAL COMPANY LIMITED**

Gesu Kaushal



**Name: Gesu Kaushal
Designation: Executive Director**