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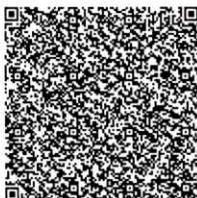
Government of Karnataka

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: 19-Jan-2024 04:51 PM
: NONACC (BK)/ kakscub08/ BANGALORE4/ KA-BV
: SUBIN-KAKAKSCUB0874420593011247W
: JANA SMALL FINANCE BANK LIMITED
: Article 5(J) Agreement (In any other cases)
: SECOND SHA AMENDMENT AGREEMENT
: 0
: (Zero)
: JANA SMALL FINANCE BANK LIMITED
: TPG ASIA VI SF PTE LTD AND OTHERS
: JANA SMALL FINANCE BANK LIMITED
: 700
: (Seven Hundred only)



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Statutory Alert:

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.

SECOND AMENDMENT AGREEMENT DATED JANUARY 22, 2024

TO

THE SHAREHOLDERS' AGREEMENT DATED JUNE 9, 2016

(read with the Deeds of Adherence and the Assignment and Assumption Agreements (as defined herein))

AMONGST

JANA SMALL FINANCE BANK LIMITED

(earlier known as Janalakshmi Financial Services Limited)

AND

RAMESH RAMANATHAN

AND

JANA URBAN FOUNDATION

AND

JANA HOLDINGS LIMITED

AND

JANA CAPITAL LIMITED

AND

BADRI NARAYAN PILINJA

AND

CLIENT ROSEHILL LIMITED

AND

CVCIGP II EMPLOYEE ROSEHILL LIMITED

AND

PADMINI YASH DHURU AND ALWYN D'SOUZA

AND

TREE LINE ASIA MASTER FUND (SINGAPORE) PTE LTD

AND

ENAM SECURITIES PRIVATE LIMITED

AND

VALLABH BHANSHALI

AND

NORTH HAVEN PRIVATE EQUITY ASIA PLATINUM PTE. LTD.

AND
QRG ENTERPRISES LIMITED
AND
TPG ASIA VI SF PTE. LTD.
AND
GLOBAL IMPACT FUNDS S.C.A., SICAR, SUB-FUND GLOBAL FINANCIAL INCLUSION FUND
AND
CALADIUM INVESTMENT PTE LTD
AND
VALLABH BHANSHALI HUF
AND
HERO ENTERPRISE PARTNER VENTURES
AND
AMANSA HOLDINGS PTE. LTD
AND
BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED
AND
BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED
AND
ICICI PRUDENTIAL LIFE INSURANCE COMPANY LIMITED
AND
ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED
AND
HARBOUR VEST ENTITIES (DEFINED BELOW)
AND
VOLRADO VENTURE PARTNERS FUND-III BETA
AND
DOVETAIL INDIA FUND- CLASS 6 SHARES
AND
DEEPAK TALWAR
AND
SINGULARITY GROWTH OPPORTUNITIES FUND – I

AND
AMER INVESTMENTS (DELHI) LIMITED
AND
ANANTA CAPITAL VENTURES FUND 1
AND
BENGAL RUBBER COMPANY LIMITED
AND
CENTRAL INDIA INDUSTRIES LIMITED
AND
BHARTI (SATYA) FAMILY TRUST
AND
ELPRO INTERNATIONAL LIMITED
AND
PAR SOLAR PRIVATE LIMITED
AND
PURAN ASSOCIATES PRIVATE LIMITED
AND
S FOUR CAPITAL
AND
WIZWORTH INVEST
AND
RANCHI ENTERPRISES AND PROPERTIES LIMITED
AND
UNIVERSAL TRADING COMPANY LIMITED
AND
DHANKALASH DISTRIBUTORS PRIVATE LIMITED
AND
GENESIS EXPORTS LTD LIMITED
AND
BIJOY PAULOSE
AND
NEELANCHAL EDIFICE LLP

AND
P DEEPAK
AND
TARAK BHIKHALAL MADHANI HUF
AND
VALLURU VENKAT RUTHVIK REDDY
AND
KAIROS CAPITAL TRUST

THIS SECOND AMENDMENT AGREEMENT (the “**Amendment Agreement**” or “**Agreement**”) to the Shareholders’ Agreement dated June 9, 2016, as amended by the amendment agreement dated July 27, 2023 (together the “**SHA**”), is executed on this 22nd day of January, 2024, by and among:

1. **JANA SMALL FINANCE BANK LIMITED** (formerly known as Janalakshmi Financial Services Limited), a company incorporated in India, under the provisions of the Companies Act, 1956, having PAN number AABCJ7024M and whose registered office is at Fairway Business Park, #10/1, 11/2 & 12/2B Off Domlur, Koramangala Inner Ring Road, Next to EGL, Challaghatta, Bengaluru – 560 071, Karnataka, 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);

AND

2. **RAMESH RAMANATHAN**, an adult Indian inhabitant, having PAN number AHWPR3887M, residing at 4-402, III Floor, Lyndhurst Apartment, Walton Road, Lavelle Road, Bangalore –560 001 (hereinafter referred to as “**RR**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);
3. **JANA URBAN FOUNDATION**, a company established under the provisions of Section 25 of the Companies Act, 1956, having PAN Number AABCJ6956J and whose registered office is at “Pranava Lake View”, No.4, No.4/1 to 4/8, Meanee Avenue Road, Old Tank Road, Ulsoor Bangalore – 560 042, Karnataka, India (hereinafter referred to as “**JUF**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
4. **JANA HOLDINGS LIMITED**, a company incorporated and registered under the provisions of the Companies Act, 2013, having PAN number AADCJ6838R and whose registered office is at 2nd Floor, No. 80 5th Cross, 4th Main Maruthi Extension Bangalore – 560 042, Karnataka, India (hereinafter referred to as “**JHL**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

JUF, RR and JHL are, collectively, referred to as the “**Founders**”.

AND

5. **JANA CAPITAL LIMITED**, a company incorporated and registered under the provisions of the Companies Act, 2013, having PAN number AADCJ6069Q and whose registered office is at 2nd Floor, No. 80 5th Cross, 4th Main Maruthi Extension Bangalore – 560 042, Karnataka, India (hereinafter referred to as “**JCL**”, 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

6. **BADRI NARAYAN PILINJA**, an adult Indian inhabitant having PAN number AAAPP6603Q and presently residing at Flat No.3, 4th Floor, Clefe Pete, 75, Carter Road, Bandra West, Mumbai –400 050 (hereinafter referred to as “**BP**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);

AND

7. **CLIENT ROSEHILL LIMITED (FORMERLY KNOWN AS CVCIGP II CLIENT ROSEHILL LIMITED)**, a company incorporated under the laws of Mauritius, having its principal place of business at Apex House, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius (hereinafter referred to as “**CRL**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
8. **CVCIGP II EMPLOYEE ROSEHILL LIMITED**, a company incorporated under the laws of Mauritius, having its principal place of business at Apex House, Bank Street, TwentyEight, Cybercity Ebene 72201,

Mauritius (hereinafter referred to as “**ERL**”, 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

9. **PADMINI YASH DHURU AND ALWYN D'SOUZA**, individuals residing in India and residing at Mars, A 204, Vasant Galaxy, Opp. Bangur Nagar, Goregaon West, Mumbai 400 104, Maharashtra, India and Flat No. 201, D1/61, Navgraha, Poonam Sagar Complex, Mira Road (East), Thane 401 107, respectively, as trustees of the Growth Partnership II Ajay Tandon Co-investment Trust (hereinafter referred to as “**GP II Trust (Ajay Tandon)**”) and the Growth Partnership II Siva Shankar Co-investment Trust (hereinafter referred to as “**GP II Trust (Siva Tandon)**”), (together referred to as “**GP II Trust**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the trustees for the time being of the said trusts and their heirs, executors, administrators and permitted assigns);

AND

10. **TREE LINE ASIA MASTER FUND (SINGAPORE) PTE LTD**, a company incorporated under the laws of Singapore and having its Head Office at 135 Amoy Street, #02-01, Far East Square, Singapore 049 964 (hereinafter referred to as “**Tree Line**”, 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

11. **ENAM SECURITIES PRIVATE LIMITED**, a company incorporated in India, under the provisions of the Companies Act, 1956, having PAN number AABCE6756F and whose registered office is at 809810, Dalamal Tower 8th Floor, Free Press Journal Marg, Nariman Point Mumbai – 400 021, Maharashtra, India (hereinafter referred to as “**ENAM**”, 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

12. **VALLABH BHANSHALI**, an adult Indian inhabitant, having PAN number AABPB4198H and presently residing at 12, Laxmi Vilas, 87, Nepean Sea Road, Mumbai - 400 006 (hereinafter referred to as “**VB**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);

AND

13. **NORTH HAVEN PRIVATE EQUITY ASIA PLATINUM PTE. LTD.**, a company incorporated under the laws of Singapore having its registered office at 10 Changi Business Park Central 2, #05-01, Hansa Point @ CBP, Singapore – 486 030 (hereinafter referred to as “**North Haven**”, 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

14. **QRG ENTERPRISES LIMITED**, a company incorporated under the laws of India having its registered office at 14/3, Mathura Road, Faridabad, Haryana – 121 003, (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

15. **TPG ASIA VI SF PTE. LTD.**, a company incorporated under the laws of Singapore having its registered office at 83 Clemenceau Avenue, UE Square, #11-01, Singapore, 239920, (hereinafter referred to as “**TPG Asia**”, 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

16. **GLOBAL IMPACT FUNDS SCA, SICAR, SUB-FUND GLOBAL FINANCIAL INCLUSION FUND**, a sub-fund of GLOBAL IMPACT FUNDS S.C.A. SICAR, a société en commandite par actions (S.C.A.), incorporated under the laws of Luxembourg and qualifying as a société d'investissement en capital à risque (SICAR) under the Luxembourg law of June 15, 2004 as amended relating to the investment company in risk capital, and whose registered office is at 20, rue de la Poste, L-2346, Luxembourg (hereinafter referred to as “**GAWA 2**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

17. **CALADIUM INVESTMENT PTE LTD**, a company incorporated under the laws of Singapore, having its registered office at 168 Robinson Road, #37-01 Capital Tower, Singapore 068912 (hereinafter referred to as “**Caladium**”, 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

18. **VALLABH BHANSHALI HUF**, a Hindu Undivided Family, represented herein by their *karta*, Vallabh Bhanshali, presently residing at 12, Laxmi Vilas, 87, Nepean Sea Road, Mumbai -400 006 (hereinafter referred to as “**VB HUF**”, 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

19. **HERO ENTERPRISE PARTNER VENTURES**, a partnership firm registered under the Indian Partnership Act, 1932 having its office at 29-A, Friends Colony (West), New Delhi - 110 065 (hereinafter referred to as “**Hero**”, 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

20. **HARBOURVEST PARTNERS CO-INVESTMENT FUND IV L.P.**, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, U.S.A, (hereinafter referred to as “**HV1**”, 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

21. **HARBOURVEST PARTNERS CO-INVESTMENT IV AIF L.P.**, 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (hereinafter referred to as “**HV2**”, 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

22. **HARBOURVEST SKEW BASE AIF L.P.**, 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (hereinafter referred to as “**HV3**”, 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

23. **HIPEP VIII PARTNERSHIP FUND L.P.**, 190 Elgin Avenue, George Town, Grand Cayman, KY1-9005 Cayman Islands (hereinafter referred to as “**HV4**”, 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

24. **HIPEP VIII PARTNERSHIP AIF L.P.**, 50 Lothian Road, Festival Square, Edinburgh E1 13 9WJ (hereinafter referred to as “**HV5**”, 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

25. **HARBOURVEST ASIA PACIFIC FUND VIII L.P.**, 190 Elgin Avenue, George Town, Grand Cayman, KYI-9005 Cayman Islands (hereinafter referred to as “**HV6**”, 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

26. **HARBOURVEST ASIA PACIFIC VIII AIF L.P.**, 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ (hereinafter referred to as “**HV7**”, 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

27. **HARBOURVEST CO-INVESTMENT OPPORTUNITIES FUND L.P.**, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, U.S.A, (hereinafter referred to as “**HV8**”, 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

28. **HARBOURVEST CO-INVEST 2017 PRIVATE EQUITY PARTNERS L.P.**, 190 Elgin Avenue, George Town, Grand Cayman, KYI-9005 Cayman Islands (hereinafter referred to as “**HV Co-Invest**”, 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

29. **THE MAPLE FUND L.P.**, Corporation Trust Center, 1209 Orange Street, Wilmington. New Castle County, Delaware 19801, U.S.A, (hereinafter referred to as “**HV Maple**”, 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

30. **BAJAJ ALLIANZ LIFE INSURANCE COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at GE Plaza, Airport Road, Yerawada, Pune – 411 006, India (hereinafter referred to as “**BALIC**”, 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

31. **BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at GE Plaza, Airport Road, Yerawada, Pune – 411 006, India (hereinafter referred to as “**BAGIC**”, 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

32. **ICICI PRUDENTIAL LIFE INSURANCE COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at ICICI PruLife Towers, 1089 Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025, India (hereinafter referred to as “**ICICI Prudential**”, 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

33. **ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at ICICI Lombard House, 414 P. Balu Marg, Off Veer Sawarkar Marg, Prabhadevi, Mumbai 400 025, India (hereinafter referred to as "**ICICI Lombard**", 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

34. **AMANSA HOLDINGS PTE. LTD.**, a company established under the laws of Singapore having its principal place of business at 250 North Bridge Road #12-03, Raffles City Tower Singapore 179 101. (hereinafter referred to as "**Amansa**", 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

35. **VOLRADO VENTURE PARTNERS FUND-III BETA**, a company incorporated under the laws of India, having its registered office at 128/129, Mittal Chambers, 12th Floor, Nariman Point, Mumbai 400 021, India (hereinafter referred to as "**Volrado**", 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

36. **DOVETAIL INDIA FUND- CLASS 6 SHARES**, a fund incorporated under the laws of Mauritius, having its registered office at 4th Floor, 19 Bank Street Cybercity, Ebene, Republic of Mauritius (hereinafter referred to as "**Dovetail**", 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

37. **DEEPAK TALWAR**, an adult Indian inhabitant, having PAN number of BPXPT1297P and presently residing at 30 West, Apt 6A, 13th Street, New York 10 011, USA (hereinafter referred to as "**Deepak**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);

AND

38. **SINGULARITY GROWTH OPPORTUNITIES FUND – I**, a fund incorporated under the laws of India, having its registered office at A - 1404 14th Floor Naman Midtown Near Indiabulls Finance Centre Senapati Bapat Marg Dadar (W), Mumbai – 400 013 (hereinafter referred to as "**Singularity**", 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

39. **AMER INVESTMENTS (DELHI) LIMITED**, a company incorporated under the laws of India, having its registered office at 11th Floor, Birla Building, Mukherjee Road, Kolkata – 700001 (hereinafter referred to as "**AIL**", 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

40. **ANANTA CAPITAL VENTURES FUND 1**, a fund incorporated under the laws of India, having its registered office at 3rd Floor Brady House 12 14, Veer Nariman Road, Fort, Mumbai – 400001 (hereinafter referred to as "**ACVF**", 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

41. **BENGAL RUBBER COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at 9/1 R.N Mukherjee Road, Kolkata – 700001 (hereinafter referred to as "**BRCL**",

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

42. **CENTRAL INDIA INDUSTRIES LIMITED**, a company incorporated under the laws of India, having its registered office at 9/1 R.N Mukherjee Road, Kolkata – 700001 (hereinafter referred to as “**CIL**”, 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

43. **BHARTI (SATYA) FAMILY TRUST**, a trust registered under the laws of India, acting through its trustee BHARTI (SATYA) TRUSTEES PRIVATE LIMITED, having its registered office at Bharti Crescent 1, Nelson Mandela Road Vasant Kunj Phase II, New Delhi - 110070 (hereinafter referred to as “**Bharti**”, 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

44. **ELPRO INTERNATIONAL LIMITED**, a company incorporated under the laws of India, having its registered office at 17th Floor, Nirmal, Nariman Point, Mumbai – 400 021 (hereinafter referred to as “**EIL**”, 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

45. **PAR SOLAR PRIVATE LIMITED**, a company incorporated under the laws of India, having its registered office at Arora House, 16, Golf Link, Union Park, Khar (W) Mumbai - 400052 (hereinafter referred to as “**PSPL**”, 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

46. **PURAN ASSOCIATES PRIVATE LIMITED**, a company incorporated under the laws of India, having its registered office at 4th Floor, Punjabi Bhawan, 10 Rouse Avenue, New Delhi - 110002 (hereinafter referred to as “**PAPL**”, 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

47. **S FOUR CAPITAL**, a fund incorporated under the laws of India, represented herein by Shikhar Rajsakshi Sinha having its registered office at B-4202, Oberoi Exquisite, Oberoi Garden City Goregaon East, Mumbai - 400063 (hereinafter referred to as “**S Four**”, 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

48. **WIZWORTH INVEST**, a partnership firm registered under the Indian Partnership Act, 1932, represented herein by **PUSHPA AJMERA AND SUNITA DAGA** having its registered office at 1403, Tower 3 Challengers Tower Thakur Village, Kandivali East, Mumbai – 400101 (hereinafter referred to as “**Wizworth**”, 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

49. **RANCHI ENTERPRISES AND PROPERTIES LIMITED**, a company incorporated under the laws of India, having its registered office at 9/1, 14th Floor, R.N Mukherjee Road, Kolkata – 700001

(hereinafter referred to as “**REPL**”, 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

50. **UNIVERSAL TRADING COMPANY LIMITED**, a company incorporated under the laws of India, having its registered office at 9/1 R.N Mukherjee Road, Kolkata – 700001 (hereinafter referred to as “**UTCL**”, 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

51. **DHANKALASH DISTRIBUTORS PRIVATE LIMITED**, a company incorporated under the laws of India, having its registered office at Unit No. 710 7th Floor Todi Mansion 1 LU Shun Sarani, Kolkata – 700073 (hereinafter referred to as “**DDPL**”, 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

52. **GENESIS EXPORTS LTD LIMITED**, a company incorporated under the laws of India, having its registered office at 10th Floor, Chitrakoot, 230 A AJC Bose Road, Kolkata – 700020 (hereinafter referred to as “**GEL**”, 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

53. **BIJOY PAULOSE**, an adult Indian inhabitant, having PAN number of AAEPP4768J and presently residing at Q 1502, The Metrozone No. 44, Pillaiyar Koil Street Anna Nagar, Chennai – 600040 (hereinafter referred to as “**BP**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);

AND

54. **NEELANCHAL EDIFICE LLP** formerly known as NABS VRIDDHII LLP, a limited liability partnership incorporated under the laws of India, having its registered office at 4th Floor, No 3, Salarpuria Windsor Ulsoor Road, Bengaluru – 560042 (hereinafter referred to as “**NEL**”, 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

55. **P DEEPAK**, an adult Indian inhabitant, having PAN number of AAFPD3975N and presently residing at No. 54, Kasturi Rangan Road Alwarpet, Teynampet SO, Chennai - 600018 (hereinafter referred to as “**PD**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);

AND

56. **TARAK BHIKHALAL MADHANI HUF**, a Hindu Undivided Family, represented herein by their karta, Tarak Bhikhalal Madhani, presently residing at Tarak Madhani Associates, 201 Shah Sultan 17 Cunningham Road, Bangalore – 560052 (hereinafter referred to as “**TBM HUF**”, 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

57. **VALLURU VENKAT RUTHVIK REDDY**, an adult Indian inhabitant, having PAN number of AKRPR8630A and presently residing at New No. 3 Old No. 6, First Cross Street Seethammal Colony Alwarpet, Chennai - 600018 (hereinafter referred to as “**VVRR**”, which expression shall, unless it be

repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs, executors and permitted assigns);

AND

58. **KAIROS CAPITAL TRUST**, a trust registered under the laws of India, acting through its trustees Kurugod Setra Mayurnath and Latha Mayur, having its registered office at 558, 4th Cross 11th Main Road HAL 2nd stage, Indiranagar, Bengaluru - 560038 (hereinafter referred to as “**KCT**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

HV1, HV2, HV3, HV4, HV5, HV6, HV7, HV8, HV Co-Invest and HV Maple shall, collectively, be referred to as “**HarbourVest Entities**”. HV Co-Invest and HV Maple shall, collectively, be referred to as “**HV Entities**”.

HarbourVest Entities, GAWA 2, CRL, ERL, GP II Trust, ENAM, Tree Line, North Haven, QRG, TPG Asia, GAWA 2, Caladium, VB, VB HUF, BALIC, BAGIC, ICICI Prudential, ICICI Lombard, Amansa, Hero, Volrado, Dovetail, Deepak, Singularity, AIL, ACVF, BRCL, CIIL, Bharti, EIL, PSPL, PAPL, S Four, Wizworth, REPL, UTCL, DDPL, GEL, BP, NEL, PD, TBM HUF, VVRR and Kairos shall, collectively, be referred to as the “**Investors**”.

The Company, the Founders, JCL, BP and the Investors shall, individually, be referred to as a “**Party**” and, collectively, as the “**Parties**”.

WHEREAS:

A. The Parties had entered into the SHA in order to set out the agreement and relationship between them as parties to the SHA and their rights and obligations in relation to their respective shareholding in the Company and other rights including governance and management of the Company and matters in connection therewith. (i) Bajaj Allianz Life Insurance Company Limited and Bajaj Allianz General Insurance Company Limited; (ii) ICICI Prudential Life Insurance Company Limited and ICICI Lombard General Insurance Company Limited; (iii) the HarbourVest Entities; (iv) Amansa Holdings Pte Ltd; (v) Hero; (vi) the HV Entities; (vii) Volrado; (viii) Dovetail; (ix) Deepak; and (x) Singularity became parties to the SHA pursuant to the deeds of adherence dated September 7, 2017, April 5, 2018, April 5, 2018, March 28, 2019, March 29, 2019, August 23, 2018, and June 27, 2023 respectively (collectively, the “**Deeds of Adherence**”). (i) Amer Investments (Delhi) Limited; (ii) Ananta Capital Ventures Fund 1; (iii) Bengal Rubber Company Limited; (iv) Central India Industries Limited; (v) Par Solar Private Limited; (vi) Puran Associates Private Limited; (vii) S Four Capital; (viii) Ranchi Enterprises and Properties Limited; and (ix) Universal Trading Company Limited became parties to the SHA pursuant to the assignment and assumption agreements each dated August 9, 2023; (x) ELPRO International Limited; (xi) Bharti (Satya) Family Trust and (xii) Wizworth Invest became parties to the SHA pursuant to the assignment and assumption agreements dated August 8, 2023, August 14, 2023 and September 27, 2023; (xiii) Dhankalash Distributors Private Limited; (xiv) Genesis Exports Ltd. Limited; (xv) Bijoy Paulose; (xvi) Neelanchal Edifice LLP; (xvii) P Deepak; (xviii) Tarak Bhikhral Madhani HUF; (xix) Valluru Venkat Ruthvik Reddy; and (xx) Kairos Capital Trust became parties to the SHA pursuant to the assignment and assumption agreements each dated September 15, 2023 respectively (collectively, the “**Assignment and Assumption Agreements**”). The SHA superseded and replaced all shareholders’ agreements previously executed by the Company.

B. The Company is proposing, subject to necessary approvals and market conditions, to undertake an IPO (as defined hereinafter) of its equity shares of face value of Rs. 10 each (“**Equity Shares**”) in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (“**ICDR Regulations**”), the Companies Act, 2013, and rules made

thereunder, each as amended and other applicable Law. The IPO will comprise a primary issue (“**Fresh Issue**”) of Equity Shares by the Company and an offer for sale by certain existing shareholders (“**Selling Shareholders**”, and such offer for sale, the “**Offer for Sale**”). The Fresh Issue along with the Offer for Sale shall, collectively, be referred to as the “**Offer**”. Pursuant to the terms and conditions of the IPO and subject to receipt of relevant regulatory approvals, the Equity Shares are proposed to be listed on the Exchanges. The Company has filed the draft red herring prospectus dated July 30, 2023 (“**DRHP**”) with SEBI and the Stock Exchanges and has received the final observation letter on the DRHP dated November 7, 2023 (“**Final Observation Letter**”). In connection with the IPO and the Final Observation Letter, the Parties have discussed that certain terms previously agreed under the amendment agreement dated July 27, 2023 (“**Amended SHA**”) are required to be amended, given the changes in applicable legal and regulatory requirements applicable to, and in order to facilitate, the IPO.

C. Accordingly, the Parties to the SHA are entering into this Amendment Agreement with the objective of amending certain provisions of the Amended SHA.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants, promises, agreements and provisions set forth hereinafter, the Parties hereby agree as follows:

1. DEFINITIONS, INTERPRETATION AND EFFECTIVENESS

1.1 Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Shareholders’ Agreement and the Amended SHA.

2. AMENDMENTS

2.1 Clause 3.3 (*Waivers, Consents and Confirmations*) of the Amended SHA shall be, and hereby is, substituted in its entirety with the following:

*“It is hereby clarified that, notwithstanding anything to the contrary contained in the SHA, the price band, final Offer size, the Offer price (including the Anchor Investor Offer Price), allocation to the Anchor Investors, Bid/Offer Period and minimum bid lot (each term as defined in the red herring prospectus and the prospectus prepared in relation to the IPO), shall be decided by the Company in consultation with the book running lead managers appointed in connection with the Offer (“**BRLMs**”)*

3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Each Party represents that it has the power and authority and is competent to enter into and perform its obligations under this Agreement and this Amendment Agreement constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms of the Amendment Agreement. Each Party further represents that it is not restrained, prevented or inhibited by any contract or arrangement to which it is a party, from entering into this Amendment Agreement or such other documents incidental hereto and undertaking the obligations herein mentioned.

4. GENERAL PROVISIONS

4.1 This Amendment Agreement, together with the Amended SHA and the Shareholders’ Agreement (read with the Deeds of Adherence and Assignment and Assumption Agreements) and the Subsisting Shareholders’ Documentation, shall remain valid, operative, binding, subsisting, enforceable and in full force and effect. The provisions of Clause 1 (Definitions and Interpretations), Clause 15 (Miscellaneous), Clause 16 (Dispute Resolution) and Clause 17 (Governing Law) of the Shareholders’ Agreement, to the extent not amended by this Amendment Agreement, shall apply mutatis mutandis to this Amendment Agreement.

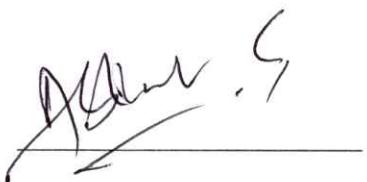
4.2 As of and from the date of this Amendment Agreement until termination in accordance with Clause 4 of the Amended SHA, this Amendment Agreement forms an integral part of the SHA, and when read with the SHA, contains the whole agreement among the Parties relating to the transactions contemplated by this Amendment Agreement read with the SHA, and supersedes all previous agreements between the Parties. Save as agreed in this Amendment Agreement, all other terms and conditions of the SHA shall remain unchanged and shall continue remain in full force and effect and binding on the Parties.

4.3 No changes or additions to, or modifications of, this Amendment Agreement shall be valid unless made in writing and signed by all the Parties hereto.

4.4 Any term or provision of this Amendment Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment Agreement.

4.5 This Amendment Agreement shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in “portable document format (.pdf)” shall be as effective as signing and delivering the counterparts in person.

For and on behalf of Jana Small Finance Bank Limited



Authorized Signatory



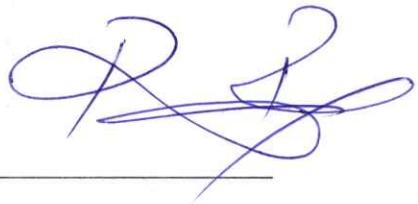
Name: ABHILASH SANDUR

Designation: CHIEF FINANCIAL OFFICER

Ramesh Ramanathan

A handwritten signature in blue ink, appearing to read "R. Ramanathan", is written over a horizontal line.

For and on behalf of Jana Urban Foundation

A handwritten signature in blue ink, appearing to read "R. J. Urban".

Authorized Signatory

Name:

Designation:

For and on behalf of Jana Capital Limited



Authorized Signatory

Name: Vidya Sridharan

Designation: Company Secretary

For and on behalf of Jana Holdings Limited



Authorized Signatory

Name: Vidya Sridharan

Designation: Company Secretary

For and on behalf of Amansa Holdings Private Limited



Authorized Signatory

Name: Akash Prakash

Designation: Director

Signature page to the Second Amendment Agreement to the Shareholders' Agreement Dated June 9, 2016 (read with the Deeds of Adherence and the Assignment and Assumption Agreements (as defined herein)) Amongst Jana Small Finance Bank Limited (earlier known as Janalakshmi Financial Services Limited) and Ramesh Ramanathan and Jana Urban Foundation and Jana Holdings Limited and Jana Capital Limited and Amansa Holdings Private Limited and other parties.

Badri Narayan Pilinja

Badri Narayan Pilinja

For and on behalf of Bajaj Allianz General Insurance Company Limited – Policyholder Fund

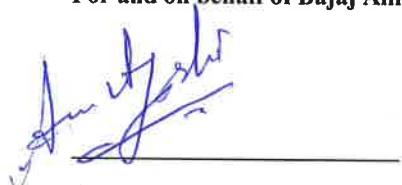


Authorized Signatory

Name: Amit Joshi

Designation: CEO

For and on behalf of Bajaj Allianz General Insurance Company Limited – Shareholder Fund



Authorized Signatory

Name: Amit Joshi

Designation: CIO

For and on behalf of Bajaj Allianz Life Insurance Company Limited



Authorized Signatory

Name: Sampath Reddy

Designation: Chief Investment Officer

For and on behalf of Bengal Rubber Company Limited

KRISHAN

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KRISHAN KUMAR
CHANDAK
Date: 2024.01.18
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Authorized Signatory

Name: Krishan Kumar Chandak

Designation: Authorised Signatory



For and on behalf of Bharti (Satya) Family Trust



Authorized Signatory

Name: PUNEET TANDON

Designation: AUTHORIZED SIGNATORY

Bijoy Paulose



A handwritten signature in blue ink, appearing to read "Bijoy Paulose". The signature is fluid and cursive, with a large loop on the left and a smaller loop on the right. It is positioned above a thin horizontal line.

For and on behalf of Central India Industries Limited

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Date: 2024.01.18
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Authorized Signatory

Name: Krishan Kumar Chandak

Designation: Authorised Signatory



Deepak Talwar

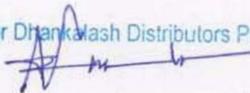
D.Talwar

For and on behalf of Dhankalash Distributors Private Limited

Authorized Signatory

Name:

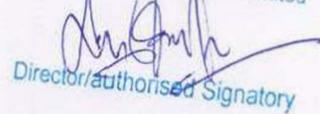
For Dhankalash Distributors Private Limited



Designation:

Director/authorised Signatory

For Dhankalash Distributors Private Limited



Director/authorised Signatory

For and on behalf of Dovetail India Fund- Class 6 Shares



Authorized Signatory

Name: Mishakh Doshi

Designation: Director

For and on behalf of Enam Securities Private Limited

VALLABH
ROOPCHAND
BHANSHALI

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ROOPCHAND BHANSHALI
Date: 2024.01.18 19:08:32
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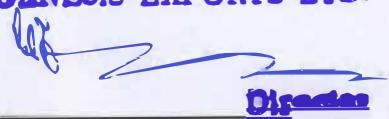
Authorized Signatory

Name:Vallabh Bhanshali

Designation: Director

For and on behalf of Genesis Exports Ltd Limited

GENESIS EXPORTS LTD.



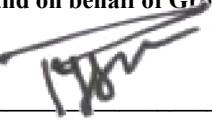
Signature

Authorized Signatory

Name:

Designation:

For and on behalf of Growth Partnership II Ajay Tandon Co-Investment Trust



Authorized Signatory

Name: Padmini Yash Dhuru

Designation: First Trustee of the Trust



Authorised Signatory

Name: Alwyn D'Souza

Designation: Second Trustee of the Trust

For and on behalf of Growth Partnership II Siva Shankar Co-Investment Trust



Authorized Signatory

Name: Padmini Yash Dhuru

Designation: First Trustee of the Trust



Authorised Signatory

Name: Alwyn D'Souza

Designation: Second Trustee of the Trust

For and on behalf of HarbourVest Asia Pacific Fund VIII L.P.

By: HIPEP VIII Associates L.P.

Its General Partner

By: HarbourVest GP LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Asia Pacific VIII AIF L.P.

By: HarbourVest Partners (Ireland) Limited
 Its Alternative Investment Fund Manager
By: HarbourVest Partners L.P.
 Its Duly Appointed Investment Manager
By: HarbourVest Partners, LLC
 Its General Partner



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Co-Invest 2017 Private Equity Partners L.P.

By: HarbourVest 2017 Associates L.P.

Its General Partner

By: HarbourVest GP LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Co-Investment Opportunities Fund L.P.

By: HarbourVest Co-Investment IV Associates L.P.

Its General Partner

By: HarbourVest Co-Investment IV Associates LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Partners Co-Investment Fund IV L.P.

By: HarbourVest Co-Investment IV Associates L.P.

Its General Partner

By: HarbourVest Co-Investment IV Associates LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Partners Co-Investment IV AIF L.P.

By: HarbourVest Partners (Ireland) Limited
 Its Alternative Investment Fund Manager
By: HarbourVest Partners L.P.
 Its Duly Appointed Investment Manager
By: HarbourVest Partners, LLC
 Its General Partner



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HarbourVest Skew Base AIF L.P.

By: HarbourVest Partners (Ireland) Limited
 Its Alternative Investment Fund Manager
By: HarbourVest Partners L.P.
 Its Duly Appointed Investment Manager
By: HarbourVest Partners, LLC
 Its General Partner



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of Hero Enterprise Partner Ventures

A handwritten signature in blue ink, appearing to read "Amit Aggarwal & Rakesh Kumar". The signature is fluid and cursive, with "Amit Aggarwal" on the left and "Rakesh Kumar" on the right, connected by a horizontal line.

Authorized Signatory

Name: Amit Aggarwal & Rakesh Kumar

Designation: Authorized Signatories

For and on behalf of HIPEP VIII Partnership AIF L.P.

By: HarbourVest Partners (Ireland) Limited
 Its Alternative Investment Fund Manager
By: HarbourVest Partners L.P.
 Its Duly Appointed Investment Manager
By: HarbourVest Partners, LLC
 Its General Partner



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of HIPEP VIII Partnership Fund L.P.

By: HIPEP VIII Associates L.P.

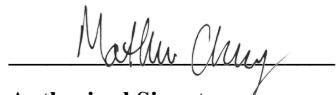
Its General Partner

By: HarbourVest GP LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of ICICI Lombard General Insurance Company Limited



Authorized Signatory

Name: **VINOD MAHAJAN**

Designation: **Chief Investment Officer.**



For and on behalf of ICICI Prudential Life Insurance Company Limited



Authorized Signatory

Name: Manish Kumar

Designation: Chief Investment Officer



For and on behalf of Kairos Capital Trust

For KAIROS CAPITAL TRUST



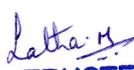
TRUSTEE

Authorized Signatory

Name: KURUGOD SETRA MAYURNATH

Designation: MANAGING TRUSTEE.

For KAIROS CAPITAL TRUST



TRUSTEE

Authorized Signatory

Name: LATHA MAYUR

Designation: TRUSTEE

For and on behalf of NABS Vriddhii LLP

For NABS VRIDDHII LLP



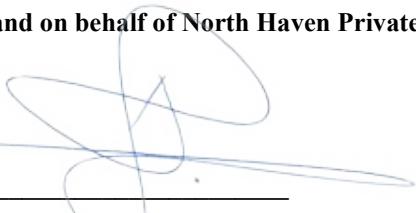
Authorised Signatory

Authorized Signatory

Name: Shivam Agarwal

Designation: Partner

For and on behalf of North Haven Private Equity Asia Platinum Pte. Ltd

A handwritten signature in blue ink, appearing to read "Diederic James Sterneberg", is written over a horizontal line.

Authorized Signatory

Name: Diederic James Sterneberg

Designation:

P Deepak

P. Deepak

For and on behalf of Puran Associates Private Limited

Gaurav Chauhan

Authorized Signatory

Name: Gaurav Chauhan

Designation: Principal Investments

For and on behalf of QRG Investments and Holdings Limited

For QRG Investments And Holdings Limited
 
Samir Jiwani John Jiwani
Authorised Signatory

Authorized Signatory

Name: Ramesh Kumar Sharma, Aashi Grover

Designation: Authorised Signatories

For and on behalf of Ranchi Enterprises and Properties Limited

Tarun Kumar Tarun Kumar Kabra
Kabra Date: 2024.01.18
10:02:55 +05'30'

Authorized Signatory

Name: Tarun Kumar Kabra

Designation: Director



For and on behalf of S Four Capital

For S Four CAPITAL

Shikhar Raj
Authorised Partner

Authorized Signatory

Name: Shikhar Raj

Designation: Authorized Partner

For and on behalf of Singularity Growth Opportunities Fund – I

YK
Authorized Signatory



Name: Yash Kela

Designation: Chief Investment Officer

For and on behalf of Tarak Bhikhala Madhani HUF



Authorized Signatory

Name: Tarak B Madhani

Designation: Kastha

For and on behalf of The Maple Fund L.P.

By: HarbourVest Maple Associates L.P.

Its General Partner

By: HarbourVest GP LLC

Its General Partner

By: HarbourVest Partners, LLC

Its Managing Member



Authorized Signatory

Name: Matthew H. Cheng

Designation: Principal

For and on behalf of TPG Asia VI SF Pte. Ltd



Authorized Signatory

Name: Dominic Picone

Designation: Director

For and on behalf of Tree Line Asia Master Fund (Singapore) Pte Ltd



Authorized Signatory

Name: ROBERT HERRIGES

Designation: CHIEF OPERATING OFFICER

For and on behalf of Universal Trading Company Limited

KRISHAN
KUMAR
CHANDAK

Digitally signed by
KRISHAN KUMAR
CHANDAK
Date: 2024.01.18
10:11:15 +05'30'



Authorized Signatory

Name: Krishan Kumar Chandak

Designation: Director

For and on behalf of Vallabh Bhanshali HUF

VALLABH
ROOPCHAND
BHANSHALI

Digitally signed by VALLABH
ROOPCHAND BHANSHALI
Date: 2024.01.18 19:09:16
+05'30'

Authorized Signatory

Name: Vallabh Bhanshali

Designation: Karta

Vallabh Bhanshali

VALLABH
ROOPCHAND
BHANSHALI

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VALLABH ROOPCHAND
BHANSHALI
Date: 2024.01.18
19:09:57 +05'30'

Valluru Venkat Ruthvik Reddy

Ruthvik Reddy

For and on behalf of Volrado Venture Partners Fund-III BETA

gautam jain

Authorized Signatory
Gautam Jain



Pushpa Ajmera

पुष्पा अजमेरा

Sunita Daga

Sunita

For and on behalf of Amer Investments (Delhi) Limited

Tarun Kumar
Kabra

Digitally signed by
Tarun Kumar Kabra
Date: 2024.01.18
10:00:50 +05'30'

Authorized Signatory

Name: Tarun Kumar Kabra

Designation: Director



For and on behalf of Ananta Capital Ventures Fund 1

RONAKKUMAR
RAJESHKUMAR
MODI

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RONAKKUMAR
RAJESHKUMAR MODI
Date: 2024.01.18 10:32:18
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Authorized Signatory

Name: RONAK KUMAR R. MODI

Designation: VICE PRESIDENT – IM ENTITY

FamyAnanta Capital Investment Private Limited

For and on behalf of Caladium Investment Pte. Ltd

DocuSigned by:

Mark Lim Tze Han

83918148EF15402...

Authorized Signatory

Name: Mark Lim Tze Han

Designation: Director

For and on behalf of Client Rosehill Limited



Authorized Signatory

Name: Varshinee Veerahoo

Designation: Director

For and on behalf of CVCIGP II Employee Rosehill Limited

K. Bhurtun

Authorized Signatory

Name: Kristee Bhurtun-Jokhoo

Designation: Director

For and on behalf of Elpro International Limited



Authorized Signatory

Name: Deepak Kumar Ajmera

Designation: Chief Financial Officer

For and on behalf of Global Impact Funds S.C.A., Sicar, Sub-Fund Global Financial Inclusion Fund

A handwritten signature in black ink, enclosed within a large, thin-lined oval. The signature appears to read "Agustín Vitórica".A handwritten signature in black ink, consisting of the letters "L" and "T" connected by a horizontal line, followed by a wavy line.

Authorized Signatories:

Name: Agustín Vitórica / **Luca Torre**

Designation: Director / Director

For and on behalf of Par Solar Private Limited

For PAR SOLAR PVT. LIMITED

Authorised Signatory

Authorized Signatory

Name: RUPINDER SINGH ARORA

Designation: DIRECTOR