



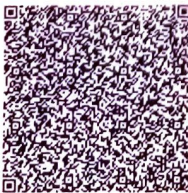
IN-GJ22291497367627X



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Gujarat**  
**Certificate of Stamp Duty**

**Certificate No.** : IN-GJ22291497367627X  
**Certificate Issued Date** : 22-May-2025 03:58 PM  
**Account Reference** : IMPACC (AC)/ gj13136611/ GULBAI TEKRA/ GJ-AH  
**Unique Doc. Reference** : SUBIN-GJGJ1313661153211979473933X  
**Purchased by** : VALENCIA INDIA LIMITED  
**Description of Document** : Article 5(h) Agreement (not otherwise provided for)  
**Description** : SHARE ESCROW AGREEMENT  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : VALENCIA INDIA LIMITED  
**Second Party** : INTERACTIVE FINANCIAL SERVICES LIMITED  
**Stamp Duty Paid By** : VALENCIA INDIA LIMITED  
**Stamp Duty Amount(Rs.)** : 500  
(Five Hundred only)



GG 0009685711

**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.



**THIS SUPPLEMENTARY AGREEMENT TO SELLING SHAREHOLDERS ESCROW AGREEMENT ENTERED ON May 22, 2025 AT AHMEDABAD**

This Supplementary Agreement made between

1. **VALENCIA INDIA LIMITED**, a Company incorporated under the Companies Act, 2013 and having its registered office at Unit No. 927, Gala Empire, Opp. Doordarshan Tower, Drive Inroad, Thaltej Road, Ahmedabad, Gujarat, India, 380054. (hereinafter referred to as "**the Company**" / "**VIL**" / "**the Issuer**" / "**Issuer**") (hereinafter referred 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 **FIRSTPART**
2. **AUMIT CAPITAL ADVISORS LIMITED**, a Company incorporated under the Companies Act, 2013 and having its registered office at 25 - New Jagnath Plot, Saptabhumi Apartment, Ground Floor, Rajkot - 360001 Gujarat. (hereinafter referred to as the "**ACAL**" / "**Selling Shareholder**" or "**SS**") which expression shall unless, it be repugnant to the context or meaning, deem to mean and include its successors and permitted assigns of the **SECONDPART**;
3. **INTERACTIVEFINANCIALSERVICESLIMITED**, a company incorporated under Companies Act, 1956 and having SEBI registration number INM000012856 and having its registered office at 508, Fifth Floor, Priviera, Nehru Nagar, Ahmadabad City, Gujarat, India, 380015 (hereinafter referred to as "**Book-Running Lead Manager**" or "**BRLM**" or "**IFSL**", 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 **THIRDPART**

AND

4. **KFIN TECHNOLOGIES LIMITED**, a company incorporated under the Companies Act, 2013 and as amended ("**Companies Act, 2013**") and having its registered office at Centrium, 3rd Floor, 57, Lal Bahadur Shastri Road, Nav Pada, Kurla West, Mumbai 400070, Maharashtra, India. hereinafter referred to as "**Escrow Agent**" or "**Registrar**", 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 **FOURTH PART**;

In this Agreement,

- (i) IFSL is hereinafter referred to as the "Book-running Lead Manager"
- (ii) The Company, Selling Shareholders, the BRLM and the Escrow agent are collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS**

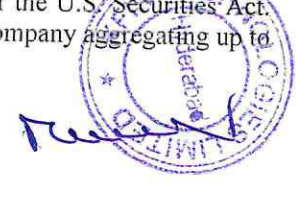
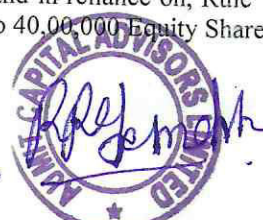
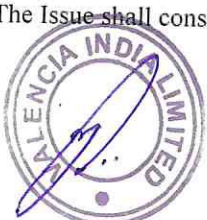
- a. The above parties had entered into an **Selling Shareholders Escrow Agreement** dated **August 20, 2024** at Ahmedabad for Initial Public Issue of Valencia India Limited on account of the issue comprises of Fresh Issue of Upto 40,00,000 Equity shares and an offer for sale of 9,00,000 Equity Shares while filing the Draft Red Herring Prospectus.
- b. However as per the latest amendment the following clause has been inserted in Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) (Amendment) Regulations, 2025 w.e.f. 08.03.2025
  - (i). the size of offer for sale by selling shareholders shall not exceed twenty per cent of the total issue size;
  - (ii). the shares being offered for sale by selling shareholders shall not exceed fifty per cent of such selling shareholders' pre-issue shareholding on a fully diluted basis;

In connection with the said amendment the supplementary agreement is required to be executed

The following clauses in the Selling Shareholders Escrow Agreement be replaced by the following.

**NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS**

1. The Company and the Selling Shareholders are proposing to undertake an initial public offering of (a) Fresh issue of Upto 40,00,000 equity shares by the Company and (b) an offer for sale of 4,50,000 Equity Shares by the Selling Shareholder of the face value of Rs.10 each (the "Equity Shares"), through the Book Building method (the "Book Building Process"), as prescribed in Chapter IX of 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 determined by the Company and the Selling Shareholders in consultation with the Book-Running Lead Manager (the "Issue Price") (such public offering being hereinafter referred to as the "Issue") in accordance with the requirements of the Companies Act, to the extent notified, the SEBI ICDR Regulations and other applicable laws (i) within India, to Indian institutional, non-institutional and retail investors in accordance with the SEBI (ICDR) Regulations, (ii) to non-U.S. persons in offshore transactions outside the United States in reliance on Regulation S ("Regulation S") under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"); and (iii) within the United States, to "qualified institutional buyers" as defined in, and in reliance on, Rule 144A under the U.S. Securities Act. The Issue shall consist of: (a) a fresh issue of Upto 40,00,000 Equity Shares by the Company aggregating up to





Rs. [●] ("Fresh Issue"); and (b) an offer for sale of 4,50,000 Equity Shares aggregating up to Rs. [●] by the Selling Shareholders ("offer for sale/Offered Shares").

2. The board of directors of the Company (the "Board") has pursuant to a resolution dated July 26, 2024 & May 01, 2025 approved the Offer for sale for which the Selling Shareholders have agreed to participate in the Issue pursuant to their Authority/Consent Letters dated July 22, 2024 & May 01, 2025.

IN WITNESS THEREOF the parties have set their hands hereunto on the day and year herein above written.

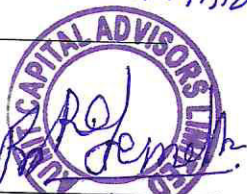
*This signature page forms an integral part of the Selling Shareholders Escrow Agreement entered into by and among Valencia India Limited, Aumit Capital Advisors Limited, Interactive Financial Services Limited and KFin Technologies Limited*



Keyur Patel  
Managing Director  
DIN: 00252431

has signed for and on behalf of VALENCIA INDIA LIMITED

Witnessed By: Prayush D. Gandhi  
132 Gandhi bhawan Ghatyashor Bld  
P. D. Gandhi.



PRATIK GANDHI  
DIRECTOR  
DIN: 02729915

has signed for and on behalf of AUMIT CAPITAL ADVISORS LIMITED

Witnessed By: Purna. Bhat  
G-417, Sawang, Ahmedabad

B. Bhat



Jaini Jain  
Compliance Officer

has signed for and on behalf of INTERACTIVE FINANCIAL SERVICES LIMITED

Witnessed By: Dheemul Patel  
402 Purna Plaza - Ahmedabad



Name: Mr. Murali Krishna  
Designation: Senior Vice President  
has signed for and on behalf OF KFIN TECHNOLOGIES LIMITED

Witnessed By: Vikram. Ch

Vikram. Ch

