



सत्यमेव जयते

INDIA NON JUDICIAL

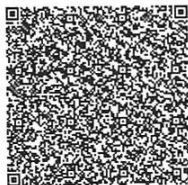
Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	IN-DL90381300542795V
Certificate Issued Date	:	01-Nov-2023 01:41 PM
Account Reference	:	IMPACC (IV)/ dl801203/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DL80120345913210432856V
Purchased by	:	BLS E SERVICES LIMITED
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	BLS E SERVICES LIMITED
Second Party	:	UNISTONE CAPITAL PVT LTD
Stamp Duty Paid By	:	BLS E SERVICES LIMITED
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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₹100

Please write or type below this line

IN-DL90381300542795V

This stamp paper forms an integral part of the amendment agreement dated November 3, 2023 executed between Company and the BRLM.

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.

AMENDMENT AGREEMENT TO THE ISSUE AGREEMENT DATED AUGUST 04, 2023

DATED NOVEMBER 3, 2023

BY AND AMONG

BLS E- SERVICES LIMITED

AND

UNISTONE CAPITAL PRIVATE LIMITED

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This **AMENDMENT AGREEMENT TO THE ISSUE AGREEMENT DATED AUGUST 04, 2023** (this “**Amendment Agreement**”) is entered into on November 3, 2023 (“**Effective Date**”) between:

- (1) **BLS E- SERVICES LIMITED**, a public limited company incorporated under the laws of India and having its registered office at G-4B-1, Extension, Mohan Co-operative Indl. Estate Mathura Road, South Delhi, New Delhi – 110044, India, (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) **UNISTONE CAPITAL PRIVATE LIMITED**, a company incorporated under the laws of India and having its registered office at 305, A Wing, Dynasty Business Park, Andheri Kurla Road, Andheri East, Mumbai- 400059, Maharashtra, India (“**Book Running Lead Manager**” or “**BRLM**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

In this Agreement, the Company and the BRLM are collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

The BRLM and the Company had executed an issue agreement dated August 04, 2023 (“**Issue Agreement**”) in connection with the Issue.

The Company had filed the draft red herring prospectus dated August 04, 2023 (“**DRHP**”) with the Securities and Exchange Board of India (the “**SEBI**”), BSE Limited and National Stock Exchange of India Limited, for review and comments in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the “**ICDR Regulations**”) and any other Applicable Law.

In order to facilitate the Issue, the Parties have agreed to enter into this Amendment Agreement to reflect the details of the Promoters.

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

1. DEFINITIONS AND INTERPRETATION

- 1.1 Capitalized terms used, but not defined herein, shall, unless the context otherwise requires, have the meanings given to them in the Issue Agreement.
- 1.2 Rules of construction set out in Clause 1.2 of the Issue Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.
- 1.3 Unless the context otherwise requires, any reference to the Issue Agreement shall be construed to mean the Issue Agreement as amended by this Amendment Agreement and this Amendment Agreement shall constitute a part of and shall be read together with the Issue Agreement and shall constitute the entire understanding between the Parties.
- 1.4 All references to the Issue Agreement in any other document, agreement and/or communication among the Parties and/or any of them shall be deemed to refer to the Issue Agreement, as amended by this Amendment Agreement.

2. AMENDMENT

The following amendments to the Issue Agreement shall take effect as of the date of this Amendment Agreement:

- 2.1 The definition of “Promoters” in Clause 1.1 of the Issue Agreement shall be replaced with the following definition “means the promoters of the Company, namely BLS International Services Limited, Diwakar Aggarwal and Shikhar Aggarwal. Accordingly, the term Promoter shall be read as Promoters across the Issue Agreement.

3. MISCELLANEOUS

3.1 Ratification and Confirmation

Each Party to this Amendment Agreement, severally and not jointly, represents and warrants that each Party has the corporate power and authority or capacity, to enter into this Amendment Agreement and this Amendment Agreement has been duly authorized, executed and delivered by it and is a valid and legally binding obligation on its part in accordance with the terms of this Amendment Agreement.

Except as expressly amended herein, all terms, covenants, and conditions of the Issue Agreement, as amended, shall remain in full force and effect and shall apply *mutatis mutandis* to this Amendment Agreement.

3.2 If any provision or any portion of a provision of this Amendment Agreement becomes invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this Amendment Agreement, but rather shall be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of the Parties shall be construed and enforced accordingly.

3.3 No modification, alteration or amendment of this 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.

3.4 This Amendment Agreement shall come into effect on and from the Effective Date. The Issue Agreement read along with this Amendment Agreement shall constitute the entire agreement between the Parties relating to the subject matter of the Issue Agreement and all terms and conditions of the Issue Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended by this Amendment Agreement. The Parties agree and acknowledge that the rights and obligations of the Company and the BRLM in terms of the Issue Agreement shall continue without any further changes.

3.5 Conflicts

In case of inconsistency between the Agreement and this Amendment Agreement, in respect to the subject matter hereof, this Amendment Agreement shall prevail.

3.6 Counterparts

This Amendment Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

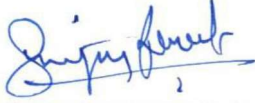
This Amendment Agreement may be executed by delivery of a facsimile copy or PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a facsimile copy or PDF format of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page within seven Working Days of delivering such facsimile or PDF format signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by facsimile or in PDF format.

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This signature page forms an integral part of the Amendment Agreement executed among BLS E-Services Limited and Unistone Capital Private Limited in relation to the initial public offering of equity shares of BLS E-Services Limited.

IN WITNESS WHEREOF, the Parties or their duly authorized signatories have set their hands on the day and year hereinabove written.

SIGNED for and on behalf of **BLS E-SERVICES LIMITED**



Authorized Signatory

Name: Sanjay Kumar Rawat
Designation: Company Secretary and Compliance Officer
Place: New Delhi

This signature page forms an integral part of the Amendment Agreement executed among BLS E-Services Limited and Unistone Capital Private Limited in relation to the initial public offering of equity shares of BLS E-Services Limited.

IN WITNESS WHEREOF, the Parties or their duly authorized signatories have set their hands on the day and year hereinabove written.

SIGNED for and on behalf of **UNISTONE CAPITAL PRIVATE LIMITED**



Name: Brijesh Parekh
Designation: Director
Place: Mumbai