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- HONASA CONSUMER LIMITED
- NOT APPLICABLE
- HONASA CONSUMER LIMITED
- 700 (Seven Hundred only)

₹700

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₹700

THIRD AMENDMENT AGREEMENT TO THE

SHAREHOLDERS' AGREEMENT DATED DECEMBER 16, 2021

(as amended by the amendment agreement dated February 4, 2022 and December 15, 2022)

DATED OCTOBER 13, 2023

AMONGST

HONASA CONSUMER LIMITED

AND

MR. VARUN ALAGH

AND

MRS. GHAZAL ALAGH

AND

THE INVESTORS

THIS THIRD AMENDMENT AGREEMENT (the "**Amendment Agreement**" or "**Agreement**") to the Shareholders' Agreement dated December 16, 2021, as amended by the amendment agreements dated February 4, 2022 and December 15, 2022 (together, "**SHA**"), is executed on this 13th day of October, 2023, by and among:

- (1) HONASA CONSUMER LIMITED, a company incorporated under the Companies Act, 2013, with its registered office at Unit No. 404, 4th Floor, City Center, Plot No. 05, Sector 12, Dwarka, New Delhi 110 075 (hereinafter referred to as the "Company", which expression shall, unless it be repugnant to the context, include its successors, executors, administrators and any permitted assigns to the extent of such assignment);
- (2) MR. VARUN ALAGH, son of Mr. Mukesh Alagh, resident of 2904, Sector 46, Gurgaon, Haryana, 122002, India (hereinafter referred to as a "VA" or "Promoter 1", which expression shall, unless it be repugnant to the context, include its successors, executors, administrators and any permitted assigns to the extent of such assignment);
- (3) **MRS. GHAZAL ALAGH**, daughter of Mr. Kailash Sahni, resident of 2904, Sector 46, Gurgaon, Haryana, 122002, India (hereinafter referred to as a "GA" or "**Promoter 2**", which expression shall, unless it be repugnant to the context, include its successors, executors, administrators and any permitted assigns to the extent of such assignment); and
- (4) **THE PERSONS** whose names and descriptions are set forth in <u>Schedule I</u> (*Details of the Parties*) of this Agreement (hereinafter individually referred to as the "**Investor**" and collectively as "**Investors**", which expression shall, unless it be repugnant to the context, include its successors, executors, administrators and any permitted assigns to the extent of such assignment).

In this Agreement:

- (i) VA and GA are hereinafter collectively referred to as the "**Promoters**" and individually as a "**Promoter**".
- (ii) Peak XV Partners Investments VI ("Peak XV"), Redwood Trust ("Peak XV Trust" and Peak XV and Peak XV Trust shall together be referred to as the "Peak XV Entities"), Sequoia Capital Global Growth Fund III U.S. / India Annex Fund L.P ("SCI III") "), Fireside Ventures Investment Fund I (a scheme of Fireside Ventures Investment Trust) acting through its trustee Catalyst Trusteeship Limited (erstwhile Milestone Trusteeship Services Pvt Ltd) and duly represented by its Investment Manager Fireside Investment Advisory LLP ("Fireside Ventures Fund"), Sofina Ventures S.A. ("Sofina") and Stellaris Venture Partners India I, (a scheme of Stellaris Venture Partners India Trust) acting through its trustee Catalyst Trusteeship Limited (erstwhile Milestone Trusteeship Services Pvt Ltd) and duly represented by its investment manager Stellaris Advisors LLP ("Stellaris Venture Partners ") are hereinafter collectively referred to as the "Principal Investors".
- (iii) Suhail Sameer, Fireside Ventures Trust (acting through the trustee Kanwaljit Singh), Kunal Bahl, Rohit Kumar Bansal, Rishabh Harsh Mariwala and Evolvence India Fund III Ltd and Evolvence India Coinvest PCC, invested through its Cell E (together hereinafter referred to as "Evolvence"), together with the Principal Investors, are hereinafter collectively referred to as the "Investors".
- (iv) Each of the Company, Promoters and Investors are hereinafter individually referred to as a "**Party**" and collectively referred to 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.
- B. The Company is considering, subject to necessary approvals and market conditions, to undertake an initial public offering of its equity shares ("**Equity Shares**") in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, the Companies Act, 2013, and rules made thereunder, each as amended and other Applicable Laws, on BSE Limited ("**BSE**") and the National Stock Exchange of India Limited ("**NSE**", and such initial public

offering, the "**IPO**" or the "**Offer**").

- C. The Company has filed the draft red herring prospectus dated December 28, 2022 ("**DRHP**") with SEBI and the Stock Exchanges and has received the final observation letter on the DRHP dated July 28, 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 SHA and the amendment agreement dated December 15, 2022 ("**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.
- D. Accordingly, the Parties to the SHA are entering into this Amendment Agreement with the objective of amending certain provisions of the SHA and the Amended SHA.

NOW THEREFORE, in consideration of the foregoing, and the premises, mutual covenants, promises, agreements and provisions set forth hereinafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS, INTERPRETATION AND EFFECTIVENESS

- **1.1** Unless the context otherwise requires, capitalized terms used in any part of this Amendment Agreement, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the same meaning as ascribed to such respective terms in the SHA. In case of any conflict between the terms of this Amendment Agreement and the SHA, unless specified to the contrary in this Amendment Agreement, the SHA shall take precedence.
- **1.2** The rules of interpretation applicable in terms of Clause 1.2 (*Interpretation*) of the SHA shall apply *mutatis mutandis* to this Amendment Agreement.
- **1.3** The provisions of this Amendment Agreement are unless otherwise specified herein, solely for the purposes of enabling the Company to undertake the Offer (without limiting in any manner, any other provision of the SHA, or the rights available to the Parties under the SHA in connection with any public offering of the Equity Shares of the Company other than the Offer) and shall come into effect and be binding on and from date of execution of this Amendment Agreement (the "**Effective Date**"). This Amendment Agreement shall not be construed to provide, grant or otherwise consent to any actions by the Company not being in relation to or in furtherance of the Offer or otherwise agreed to herein.

2. AMENDMENTS

2.1 Due to change in name of SCI Investments VI to Peak XV Partners Investments VI, it is hereby agreed to amend Clause 1.1 to this effect. The following definitions will be inserted in clause 1.1 of SHA:

"Peak XV" means Peak XV Partners Investments VI, a company established under the laws of Mauritius, having its principal office at 5th floor, Ebene Esplanade, Twenty-Four, Cybercity, Ebene, Mauritius, and will be replaced with the definition of "SCI VI"

"Peak XV Trust" means Redwood Trust, a trust incorporated under the laws of India, having its principal office at 902 Piramal Towers, Peninsula Corporate Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400013 through its trustee Sequoia Capital India LLP, and is replaced with the definition "SCI Trust".

"Peak XV Entities" means collectively, Peak XV Trust and Peak XV Trust.

The above definitions shall *mutatis mutandis* apply to the SHA and this Amendment Agreement. It is clarified that definition of 'SCI' and that all reference to the term 'SCI' will be read as 'Peak XV entities and SCI III' (acting independently but taken collectively).

2.2 Clause 5.2.1 (*Board composition*) of the SHA shall be, and hereby is, substituted in its entirety with the following:

"The Board, which shall exercise such powers, shall manage the Company and functions as are permitted under the Act and the Charter Documents. Subject to compliance of Clause 5.2.5

and Clause 6.6.2 and subject to applicable Laws and the approval of the Shareholders by way of a special resolution in the first general meeting convened after the consummation of the IPO and periodic approval of Shareholders, at such intervals as may be prescribed under applicable laws, including Regulation 31(B) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Board shall at all times comprise a maximum of 15 (fifteen) Directors including:

- (a) 1 (one) non-executive Director nominated by Peak XV Entities and SCI III (acting independently but taken together) ("Peak Nominee Director"), till such time that the shareholding of Peak XV Entities and SCI III, collectively, is at least equal to 10% (ten per cent) of the Share Capital, determined on a Fully Diluted Basis (considered collectively with the shareholding of its Affiliate(s)). It is hereby clarified that all references in this Agreement to (i) "Investor Nominee Director(s)" shall be to the Peak Nominee Director, and (ii) "Qualifying Principal Investor(s)" for the purposes of nominating a Director on the Board shall be to Peak XV Entities and SCI III (acting independently but taken together);
- (b) 2 (two) Directors being nominated by the Promoters ("Promoter Nominee Directors") till such time that they continue to be promoters of the Company, as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018; and
- (c) such other number and categories of Directors, including independent Directors (as such term is understood under the Act) as may be required to comply with applicable legal and regulatory requirements under the Applicable Laws, including the Act and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015."

It is further agreed that such rights to nominate Peak Nominee Director and Promoter Nominee Directors, subject to Applicable Laws and the approval of the Shareholders at the first general meeting convened after the consummation of the IPO, shall be subsequently incorporated (post consummation of the IPO) in the Articles of Association of the Company.

2.3 Clause 5.2.3 (*Board composition*) of the SHA shall be, and hereby is, substituted in its entirety with the following:

"For so long as they are promoters of the Company under applicable Law, the Promoters shall have a right to appoint a person or nominate themselves to the post of Chairperson of the Board in accordance with applicable Law, provided, however, that, upon the consummation of the IPO, the Promoters shall be entitled to exercise this right only after receipt of approval of the Shareholders by way of a special resolution in the first general meeting convened after the consummation of the IPO and periodic approval of Shareholders, at such intervals as may be prescribed under applicable laws, including Regulation 31(B) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015. The Chairman will act in a fair and reasonable manner and shall not have a second or casting vote in any Board Meetings."

It is further agreed that the right of the Promoters to appoint a person or nominate themselves to the post of Chairperson of the Board, subject to Applicable Laws and the approval of the Shareholders at the first general meeting convened after the consummation of the IPO, shall be subsequently incorporated (post consummation of the IPO) in the Articles of Association of the Company.

2.4 Clause 5.2 (*Articles of Association*) of the Amended SHA shall be, and hereby is, substituted in its entirety with the following:

"Upon the filing of the updated draft red herring prospectus with SEBI, Part B shall automatically stand deleted, shall not have any force and shall be deemed to be removed from the Articles, and the provisions of the Part A shall automatically come in effect and be in force, without any further corporate or other action by the Parties."

3. REPRESENTATIONS

- **3.1** Each Party, if an entity, represents that:
 - a. it has the power to execute, deliver and perform its obligations under this Agreement and all necessary action (corporate, shareholder and other) has been taken to authorize such execution, delivery and performance;
 - b. this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; and
 - c. it is not subject to any restriction under the Applicable Laws that affect the performance of its obligations under the Transaction Documents.
- **3.2** Each Party, if an individual, represents that:
 - a. he/she/they has/have the power to execute, deliver and perform its obligations under this Agreement and all necessary action (corporate, shareholder and other) has been taken to authorize such execution, delivery and performance;
 - b. this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; and
 - c. he/she/they is/are not subject to any restriction under the Applicable Laws that affect the performance of his/her/their obligations under the Transaction Documents.

4. MISCELLANEOUS

- **4.1** The Parties hereby agree that the provisions of Clause 1 (*Definitions and Interpretation*) to the extent not otherwise specified hereunder, Clause 19 (*Governing Law, Dispute Resolution and Jurisdiction*), Clause 18.1 read with Schedule 10 (*Notices*), Clause 18.3 (*Severability*) and Clause 18.4 (*Counterparts*) of the SHA shall apply *mutatis mutandis* to this Amendment Agreement. Further, Clause 6 of the Amended SHA, shall *mutatis mutandis* apply to this Amendment Agreement.
- **4.2** In terms of Clause 4.1(iii) (*Waiver of Rights*) of the Amended SHA, the relevant Parties, shall also waive the requirements prescribed under clause 6.2 and clause 6.3 of the SHA, in relation to this Amendment Agreement, in order to facilitate the IPO and as required under the Applicable Law.
- **4.3** This Agreement shall not be modified or waived except in writing executed by all Parties to this Agreement.
- **4.4** As of and from the date of this Agreement until termination in accordance with Clause 6 of the Amended SHA, this Agreement forms an integral part of the SHA, and when read with the SHA along with the waiver letter dated March 31, 2022, contains the whole agreement among the Parties relating to the transactions contemplated by this Agreement read with the SHA, and supersedes all previous agreements between the Parties. Save as agreed in this 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. It is clarified that, (i) Clause 2.1 of the Amended SHA, Clause 18.13.1 (*Survival after Termination*) of the SHA; (ii) Clause 2.2; and (iii) Clause 2.3 of this Amendment Agreement, shall survive termination of this Amendment Agreement and the SHA. Additionally, Clause 2.1 of the Amended SHA and is deemed to be incorporated in the SHA and the Amended SHA.

- **4.5** The Parties undertake to each other to execute and perform all such deeds, documents, assurances, acts and things and to exercise all powers and rights available to them, including the convening of all meetings and the giving of all waivers and consents and passing of all resolutions required, to ensure that the Shareholders, the Directors and the Company give effect to the terms of this Amendment Agreement.
- **4.6** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering the counterpart in person.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

SIGNED

For and on behalf of Honasa Consumer Limited

Name: Varun Alagh Designation: CEO & Wholetime Director Date:

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

SIGNED

By:

A MR. VARUN ALAGH

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

SIGNED

By:

Ghazal Aligh. MRS. GHAZAL ALAGH

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

Signed for and on behalf of STELLARIS VENTURE PARTNERS INDIA I

Advisors Stell Authorized signatory *

Name: Rahul Chowdhel' Designation: Designated Paltner

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

Signed for and on behalf of SOFINA VENTURES SA

Authorized signatory 1

Name: Designation:

ANGLIE LAGACHE

WAUTHTER DE BASSONPÉERRE DIRECTOR

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

Signed for and on behalf of SEQUOIA CAPITAL GLOBAL GROWTH

FUND III – U.S./INDIA ANNEX FUND, L.P.

Authorized signatory

Name: Marie Klemchuk Designation: Global Chief Financial Officer

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

SIGNED

- Kolint Flum of. By:

MR. ROHIT KUMAR BANSAL

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

Signed for and on behalf of PEAK XV PARTNERS INVESTMENTS VI

SSESSVY

Authorized signatory

Name: Satyadeo Bissessur Designation : Director

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

SIGNED

By:

Kunal Behl

MR. KUNAL BAHL

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

Signed for and on behalf of EVOLVENCE INDIA FUND III LTD

Authorized signatory

Name: Gulshan Raj Ramgoolam Designation: Director

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

Signed for and on behalf of **EVOLVENCE INDIA COINVEST PCC – CELL E**

Authorized signatory

Name: Gulshan Raj Ramgoolam Designation: Director

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

SIGNED

Rubaciula

By:

MR. RISHABH HARSH MARIWALA

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

Signed for and on behalf of **REDWOOD TRUST**

h.J. Vander

Authorized signatory

Name: HARSHAL KAMDAR Designation:

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

Signed for and on behalf of **FIRESIDE VENTURES TRUST** (acting through its trustee MR. KANWALJIT SINGH)

Name: Kanwaljit Singh Designation: Trustee

IN WITNESS WHEREOF this Agreement has been entered into the day and year first written above.

Signed for and on behalf of FIRESIDE VENTURES INVESTMENT FUND I

Authorized signatory

Name: Kanwaljit Singh Designation: Managing Partner

SCHEDULE – I

INVESTORS

S. No.	NAME	PAN	ADDRESS			
CLASS A CCPS INVESTORS						
1.	Mr. Suhail Sameer	BLHPS1902C	G-222 Palam Vihar, Gurgaon 122 017, India			
2.	Fireside Ventures Trust (acting through the trustee Kanwaljit Singh)		Sukhmani, Palm Meadows Lane, Ramagondanahalli, Bangalore - 560066			
3.	Sofina Ventures S.A.	AAPCA7933E	29, Rue de l'Industrie B-1040, Brussels, Belgium			
4.	Fireside Ventures Investment Fund I (a scheme of Fireside Ventures Investment Trust) acting through its trustee Catalyst Trusteeship Limited (erstwhile Milestone Trusteeship Services Pvt Ltd) and duly represented by its Investment Manager Fireside Investment Advisory LLP		1st Floor, Miraya Rose Varthur Hobli Bangalore Bangalore Karnataka 560066			
5.	Peak XV Partners Investments VI	ABACS6767N	Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius			
6.	Redwood Trust	AAVTS8299L	Piral Towers, Peninsula Corporate Park, Shankarrao, Naram Path, Lower Parel West Mumbai Maharashtra – India – 400013			
7.	Stellaris Venture Partners India I, (a scheme of Stellaris Venture Partners India Trust) acting through its trustee Catalyst Trusteeship Limited (erstwhile Milestone Trusteeship Services Pvt Ltd) and duly represented by its investment manager Stellaris Advisors LLP		Villa 6, Purva Parkridge, Goshala road, Outer Ring Road, Mahadevapura, Bengaluru, Karnataka 560048			
	CLASS B CCPS INVESTORS					
1.	Fireside Ventures Investment Fund I (a scheme of Fireside Ventures Investment Trust) acting through its trustee Catalyst Trusteeship Limited (erstwhile		1st Floor, Miraya Rose Varthur Hobli Bangalore Bangalore Karnataka 560066			

S. No.	NAME	PAN	ADDRESS			
	Milestone Trusteeship Services Pvt Ltd) and duly represented by its Investment Manager Fireside Investment Advisory LLP					
2.	Mr. Kunal Bahl	AFXPB7749F	1/41, Punjabi Bagh west, Delhi, 110026			
3.	Mr. Rohit Kumar Bansal	ALMPB9018Q	108, DLF Magnolias, Sector 42, DLF Phase V, Near Golf Course Road, Gurgaon, 122002'			
4.	Sofina Ventures S.A.	AAPCA7933E	29, Rue de l'Industrie B-1040, Brussels, Belgium			
5.	Peak XV Partners Investments VI	ABACS6767N	Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius			
	CLASS C CCPS INVESTORS					
1.	Fireside Ventures Investment Fund I (a scheme of Fireside Ventures Investment Trust) acting through its trustee Catalyst Trusteeship Limited (erstwhile Milestone Trusteeship Services Pvt Ltd) and duly represented by its Investment Manager Fireside Investment Advisory LLP	AAATF5691G	1st Floor, Miraya Rose Varthur Hobli Bangalore Bangalore Karnataka 560066			
2.	Stellaris Venture Partners India I, (a scheme of Stellaris Venture Partners India Trust) acting through its trustee Catalyst Trusteeship Limited (erstwhile Milestone Trusteeship Services Pvt Ltd) and duly represented by its investment manager Stellaris Advisors LLP	AARTS6917P	Villa 6, Purva Parkridge, Goshala road, Outer Ring Road, Mahadevapura, Bengaluru, Karnataka 560048			
3.	Mr. Rishabh Harsh Mariwala	AHLPM4852G	Sharrp Ventures, 8th Floor, Grande Palladium, 175 CST Road, Kalina, Santa Cruz East, Mumbai 400098			
4.	Sofina Ventures S.A.	AAPCA7933E	29, Rue de l'Industrie B-1040, Brussels, Belgium			
5.	Mr. Kunal Bahl	AFXPB7749F	1/41, Punjabi Bagh west, Delhi, 110026			
6.	Mr. Rohit Kumar Bansal	ALMPB9018Q	108, DLF Magnolias, Sector 42, DLF Phase V, Near Golf Course Road, Gurgaon 122002'			

S. No.	NAME	PAN	ADDRESS				
7.	Peak XV Partners Investments VI	ABACS6767N	Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius				
	CLASS D CCPS INVESTORS						
1.	Peak XV Partners Investments VI	ABACS6767N	Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius				
2.	Redwood Trust	AAVTS8299L	Piral Towers, Peninsula Corporate Park,				
			Shankarrao, Naram Path, Lower Parel West				
			Mumbai				
			Maharashtra – India – 400013				
3.	Fireside Ventures Investment Fund I (a scheme of Fireside Ventures Investment Trust) acting through its trustee Catalyst Trusteeship Limited (erstwhile Milestone Trusteeship Services Pvt Ltd) and duly represented by its Investment Manager Fireside Investment Advisory LLP		1st Floor, Miraya Rose Varthur Hobli Bangalore Bangalore Karnataka 560066				
4.	Stellaris Venture Partners India I, (a scheme of Stellaris Venture Partners India Trust) acting through its trustee Catalyst Trusteeship Limited (erstwhile Milestone Trusteeship Services Pvt Ltd) and duly represented by its investment manager Stellaris Advisors LLP		Villa 6, Purva Parkridge, Goshala road, Outer Ring Road, Mahadevapura, Bengaluru, Karnataka 560048				
5.	Mr. Rishabh Harsh Mariwala	AHLPM4852G	Sharrp Ventures, 8th Floor, Grande Palladium, 175 CST Road, Kalina, Santa Cruz East, Mumbai 400098				
	CLASS E CCPS INVESTORS						
1.	Peak XV Partners Investments VI	ABACS6767N	Fifth Floor, Ebene Esplanade, 24 Bank Street, Cybercity, Ebene, Mauritius				
2.	Sofina Ventures S.A.	AAPCA7933E	29, Rue de l'Industrie B-1040, Brussels, Belgium				
3.	Evolvence India Fund III Ltd	AAFCE5381E	Apex House, Bank Street, Twenty Eight, Cybercity, Ebene, 72201,				

S. No.	NAME	PAN	ADDRESS			
			Mauritius			
OTHE	OTHER INVESTOR(S)					
4.	Evolvence India Coinvest PCC, invested through its Cell E (together with Evolvence India Fund III Ltd, "Evolvence")	AAGCE2012D	Apex House, Bank Street, Twenty Eight, Cybercity, Ebene, 72201, Mauritius			
CLASS F CCPS INVESTOR						
1.	Sequoia Capital Global Growth Fund III – U.S./India Annex Fund, L.P.	-	2800 Sand Hill Road, Suite 101 Menlo Park CA 94025			