UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

UNDER SECURITIES EXCHANGE ACT OF 1934
(Amendment No.)*

Genpact Limited
(Name of Issuer)

Common Shares, $0.01 par value per share
(Title of Class of Securities)

G3922B107
(CUSIP Number)

Glory Investments TA IV Limited 6th Floor Altima Building Ebene Cybercity, Ebene Mauritius (230) 468 1320	Government of Singapore Investment Corporation Pte. Ltd. 168, Robinson Road #37-01, Capital Tower Singapore 068912 +65 6889 8888

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 25, 2012
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1 (e), 13d-1(f) or 13d-1(g), check the following box ☐.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. *See* Rule §240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person’s initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (the “Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, *see* the *Notes*).

1	NAME OF REPORTING PERSON: Glory Investments A Limited I.R.S. IDENTIFICATION NO. OF ABOVE PERSON: 98-0651998		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF, BK		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Mauritius		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 16,022,978[1]
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 16,022,978[1]
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 16,022,978[1]		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.18%[2]		
14	TYPE OF REPORTING PERSON CO		

1 Does not include Common Shares held by any other Reporting Person.

2 Percentage calculated based on 223,116,542 Common Shares outstanding as of July 27, 2012, as reported in the Issuer's Report on Form 10-Q for the period ended June 30, 2012 filed with the U.S. Securities and Exchange Commission ("SEC") on August 9, 2012.

1	NAME OF REPORTING PERSON: Glory Investments B Limited I.R.S. IDENTIFICATION NO. OF ABOVE PERSON: 98-0652001		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF, BK		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Mauritius		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 39,508,656[1]
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 39,508,656[1]
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 39,508,656[1]		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.71%[2]		
14	TYPE OF REPORTING PERSON CO		

1 Does not include Common Shares held by any other Reporting Person.

2 Percentage calculated based on 223,116,542 Common Shares outstanding as of July 27, 2012, as reported in the Issuer's Report on Form 10-Q for the period ended June 30, 2012 filed with the SEC on August 9, 2012.

1	NAME OF REPORTING PERSON: Glory Investments IV Limited I.R.S. IDENTIFICATION NO. OF ABOVE PERSON: 98-1067044	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF, BK	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Mauritius	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,865,184[1]
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,865,184[1]
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,865,184[1]	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.84%[2]	
14	TYPE OF REPORTING PERSON CO	

1 Does not include Common Shares held by any other Reporting Person.

2 Percentage calculated based on 223,116,542 Common Shares outstanding as of July 27, 2012, as reported in the Issuer’s Report on Form 10-Q for the period ended June 30, 2012 filed with the SEC on August 9, 2012.

1	NAME OF REPORTING PERSON: Glory Investments IV-B Limited I.R.S. IDENTIFICATION NO. OF ABOVE PERSON: 39-2079858		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF, BK		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Mauritius		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 140,446[1]
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 140,446[1]
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 140,446[1]		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.06%[2]		
14	TYPE OF REPORTING PERSON CO		

1 Does not include Common Shares held by any other Reporting Person.

2 Percentage calculated based on 223,116,542 Common Shares outstanding as of July 27, 2012, as reported in the Issuer’s Report on Form 10-Q for the period ended June 30, 2012 filed with the SEC on August 9, 2012.

1	NAME OF REPORTING PERSON: RGIP, LLC I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON: 04-3328326		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS WC		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Mauritius		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 50,812[1]
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 50,812[1]
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 50,812[1]		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.02%[2]		
14	TYPE OF REPORTING PERSON OO		

1 Does not include Common Shares held by any other Reporting Person.

2 Percentage calculated based on 223,116,542 Common Shares outstanding as of July 27, 2012, as reported in the Issuer's Report on Form 10-Q for the period ended June 30, 2012 filed with the SEC on August 9, 2012.

1	NAME OF REPORTING PERSON: Government of Singapore Investment Corporation Pte. Ltd. I.R.S. IDENTIFICATION NO. OF ABOVE PERSON: N/A		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Republic of Singapore		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 10,393,577[1]
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 10,393,577[1]
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,393,577[1]		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.66%[2]		
14	TYPE OF REPORTING PERSON CO		

1 Includes 230,975 Common Shares registered in the name of Government of Singapore Investment Corporation Pte. Ltd. and 10,162,602 Common Shares held through Twickenham Investment Private Limited, but does not include Common Shares held by the Glory Entities (as defined below) or RGIP (as defined below).

2 Percentage calculated based on 223,116,542 Common Shares outstanding as of July 27, 2012, as reported in the Issuer's Report on Form 10-Q for the period ended June 30, 2012 filed with the SEC on August 9, 2012.

1	NAME OF REPORTING PERSON: GIC Special Investments Pte Ltd. I.R.S. IDENTIFICATION NO. OF ABOVE PERSON: N/A		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Republic of Singapore		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 10,162,602[1]
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 10,162,602[1]
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,162,602[1]		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.55%[2]		
14	TYPE OF REPORTING PERSON CO		

1 Includes 10,162,602 Common Shares held through Twickenham Investment Private Limited, but does not include Common Shares held by the Glory Entities or RGIP.

2 Percentage calculated based on 223,116,542 Common Shares outstanding as of July 27, 2012, as reported in the Issuer’s Report on Form 10-Q for the period ended June 30, 2012 filed with the SEC on August 9, 2012.

1	NAME OF REPORTING PERSON: Twickenham Investment Private Limited I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON: N/A		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Republic of Singapore		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		7	SOLE VOTING POWER 0
		8	SHARED VOTING POWER 10,162,602[1]
		9	SOLE DISPOSITIVE POWER 0
		10	SHARED DISPOSITIVE POWER 10,162,602[1]
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,162,602[1]		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 4.55%[2]		
14	TYPE OF REPORTING PERSON CO		

1 Does not include Common Shares held by the Glory Entities or RGIP.

2 Percentage calculated based on 223,116,542 Common Shares outstanding as of July 27, 2012, as reported in the Issuer's Report on Form 10-Q for the period ended June 30, 2012 filed with the SEC on August 9, 2012.

1	NAME OF REPORTING PERSON: Glory Investments TA IV Limited I.R.S. IDENTIFICATION NOS. OF ABOVE PERSON: 98-1074178
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☐ (b) ☐
3	SEC USE ONLY
4	SOURCE OF FUNDS AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) ☐
6	CITIZENSHIP OR PLACE OF ORGANIZATION Mauritius

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH		
	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 67,750,678[1]
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 67,750,678[1]

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 67,750,678[1]
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 30.37%[2]
14	TYPE OF REPORTING PERSON CO

1 Includes (i) 16,022,978 Common Shares held by Glory Investments A Limited, (ii) 39,508,656 Common Shares held by Glory Investments B Limited, (iii) 1,865,184 Common Shares held by Glory Investments IV Limited, (iv) 140,446 Common Shares held by Glory Investments IV-B Limited, (v) 50,812 Common Shares held by RGIP, LLC and (vi) 10,162,602 Common Shares held by Twickenham Investment Private Limited.

2 Percentage calculated based on 223,116,542 Common Shares outstanding as of July 27, 2012, as reported in the Issuer's Report on Form 10-Q for the period ended June 30, 2012 filed with the SEC on August 9, 2012.

Item 1. Security and Issuer.

This statement on Schedule 13D (the "Schedule 13D") relates to the common shares, $0.01 par value per share (the "Common Shares"), of Genpact Limited, an exempted limited company organized under the laws of Bermuda ("Genpact" or the "Issuer"). The principal executive offices of the Issuer are located at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda.

Item 2. Identity and Background.

(a) This Schedule 13D is being filed jointly by each of Glory Investments A Limited, a Mauritius public company limited by shares ("Glory A"), Glory Investments B Limited, a Mauritius public company limited by shares ("Glory B"), Glory Investments IV Limited, a Mauritius private company limited by shares ("Glory IV"), Glory Investments IV-B Limited, a Mauritius private company limited by shares ("Glory IV-B"), RGIP, LLC, a Delaware limited liability company ("RGIP"), Government of Singapore Investment Corporation Pte. Ltd., a private company limited by shares organized under the laws of the Republic of Singapore ("GIC"), GIC Special Investments Pte Ltd., a private company limited by shares organized under the laws of the Republic of Singapore ("GICSI"), Twickenham Investment Private Limited, a private company limited by shares organized under the laws of the Republic of Singapore ("Twickenham"), and Glory Investments TA IV Limited, a Mauritius private company limited by shares ("Glory TA") (each a "Reporting Person" and, collectively, the "Reporting Persons"). Glory A, Glory B, Glory IV, Glory IV-B and Glory TA are collectively referred to herein as the "Glory Entities," and GIC, GICSI and Twickenham are collectively referred to herein as the "GIC Entities."

Due to the nature of the transaction described in Item 4 of this statement, the Reporting Persons could be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Reporting Persons have entered into a Joint Filing Agreement, dated November 5, 2012, a copy of which is attached hereto as Exhibit A and pursuant to which the Reporting Persons have agreed to file this statement jointly in accordance with the provisions of Rule 13d-1(k) of the Exchange Act. Each of the Reporting Persons hereby disclaims beneficial ownership of any Common Shares beneficially owned by any of the other Reporting Persons or any other person, and does not affirm membership in a "group" (within the meaning of Rule 13d-5 of the Exchange Act) with any of the Reporting Persons or any other person, and this Schedule 13D shall not be construed as acknowledging that any of the Reporting Persons, for any or all purposes, beneficially owns any Common Shares beneficially owned by any of the other Reporting Persons or any other person or is a member of a group with any Reporting Person or any other person.

(b) The address of the principal business office of each of the Glory Entities is 6th Floor Altima Building, Ebene Cybercity, Ebene, Mauritius. The address of the principal business office of RGIP is Prudential Tower, 800 Boylston St., Boston, MA, 02199. The address of the principal business office of each of the GIC Entities is 168 Robinson Road #37-01, Capital Tower, Singapore 068912.

All Class A shares of Glory A are held by Bain Capital Partners Asia II, L.P. ("Bain Asia"), whose general partner is Bain Capital Investors, LLC ("BCI"), a Delaware limited liability company.

All Class A shares of Glory B are held by Bain Capital Partners X, L.P. ("Bain X"), whose general partner is BCI.

All Class A shares of Glory IV are held by BCIP Associates IV, L.P. ("BCIP IV"), whose general partner is BCI.

All Class A shares of Glory IV-B are held by BCIP Associates IV-B, L.P. ("BCIP IV-B"), whose general partner is BCI.

Twickenham is managed and controlled by GICSI, which is in turn wholly owned by GIC.

All Class A shares of Glory Investments TA IV Limited are held by BCI.

Each of Glory A, Glory B, Glory IV, Glory IV-B, RGIP and Twickenham (collectively, the “Genpact Investors”) and Glory TA is a party to an investor agreement dated October 25, 2012 (the “Investor Agreement”) pursuant to which Glory TA was appointed “Investors’ Representative” for each of the Genpact Investors. The Investor Agreement is attached hereto as Exhibit B, and any description thereof is qualified in its entirety by reference thereto.

(c) The principal business of each of the Glory Entities, RGIP and Twickenham is the investing in and trading of securities. The principal business of both GIC and GICSI is that of an investment management company.

With respect to each of the Reporting Persons, the names of each of (i) the executive officers and directors of such Reporting Person and (ii) the person(s) controlling such Reporting Person, and their respective principal business address, principal business, occupation and citizenship (as applicable), are provided on Schedule A to this Schedule 13D.

(d), (e) During the last five years, neither any Reporting Person nor, to any Reporting Person’s knowledge (i) any executive officer or director of such Reporting Person or (ii) any person controlling such Reporting Person, each as listed in Schedule A has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The Glory Entities are each organized under the laws of the Republic of Mauritius. RGIP is organized under the laws of the state of Delaware. The GIC Entities are each organized under the laws of the Republic of Singapore.

Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Persons, except as otherwise provided in Rule 13d-1(k).

Item 3. Source and Amount of Funds or Other Consideration.

Pursuant to a share purchase agreement, dated as of August 1, 2012 (the “Share Purchase Agreement”), by and among Glory A, (then known as South Asia Private Investments), certain affiliates of General Atlantic LLC (the “GA Sellers”) and certain affiliates of Oak Hill Capital Partners (the “OH Sellers”) (the GA Sellers and the OH Sellers together, the “Sellers”), Glory A agreed to purchase 33,875,339 Common Shares from the GA Sellers and 33,875,339 Common Shares from the OH Sellers at a price of $14.76 per share (the “Share Purchase”). The Share Purchase Agreement is attached as Exhibit C hereto, and any description thereof is qualified in its entirety by reference thereto. Glory A also entered into an assignment agreement, dated as of October 25, 2012 (the “Assignment Agreement”), with each of Glory B, Glory IV, Glory IV-B, RGIP and Twickenham pursuant to which Glory A assigned to each party a portion of Glory A’s right to purchase Common Shares from the Sellers under the Share Purchase Agreement. Glory B, Glory IV, Glory IV-B, RGIP, and Twickenham each respectively received the right to purchase 39,508,656, 1,865,184, 140,446, 50,812, and 10,162,602 Common Shares from the Sellers under the Share Purchase Agreement. The Assignment Agreement is attached as Exhibit D hereto, and any description thereof is qualified in its entirety by reference thereto.

In connection with the closing of the Share Purchase, an aggregate of $554,988,566.72 was provided by shareholders of Glory A, Glory B, Glory IV and Glory IV-B (the “Glory Holders”) pursuant to a customary equity commitment letter entered into between Glory A and affiliates of the Glory Holders. In addition, $294,261,449.92 was provided through Debt Financing (defined below), $749,985.12 was contributed by RGIP and $150,000,005.52 was contributed by Twickenham. In aggregate, the Genpact Investors purchased 67,750,678 Common Shares from the Sellers for a total price of $1,000,000,007.28.

In connection with the closing of the Share Purchase, each of the Glory Holders entered into a separate margin loan agreement (together, the “JPM Margin Loan Agreements”) with JPMorgan Chase Bank, N.A., London Branch, as initial lender and administrative agent, for an aggregate loan amount of $152,865,001.88, less certain fees and expenses (the “JPM Financing”).

Also in connection with the closing of the Share Purchase, each of the Glory Holders entered into a separate margin loan agreement (together, the "MS Margin Loan Agreements" and together with the JPM Margin Loan Agreements, the "Facility Agreements") with Morgan Stanley Bank, N.A., as initial lender and Morgan Stanley & Co. LLC, as administrative agent, for an aggregate loan amount of $152,865,001.88, less certain fees and expenses (the "MS Financing" and together with the JPM Financing, the "Debt Financing").

In connection with the Facility Agreements, the Glory Holders pledged an aggregate of 57,537,264 Common Shares (the "Pledged Shares") as collateral for the ratable benefit of the lenders under the Facility Agreements, to secure the obligations of the Glory Holders under the Facility Agreements. The margin loans under the Facility Agreements mature on October 25, 2017, but must be prepaid earlier upon the occurrence of certain events, including in connection with an event of default that results in the acceleration of the margin loans under the Facility Agreements (an "Enforcement Event"). Upon an Enforcement Event, the collateral agents under the Facility Agreements may sell the Pledged Shares and use the proceeds of such sale to repay amounts owed by the Glory Holders under the Facility Agreements.

In addition, under the Investor Agreement, each of the Genpact Investors have agreed to pay their pro rata portion (based on the number of Common Shares acquired by such Genpact Investor at the closing of the Share Purchase) of certain of the fees, costs and expenses of Glory A and its affiliates incurred prior to the closing of the Share Purchase for the benefit of the Genpact Investors in connection with the negotiation and consummation of the transactions contemplated under the Share Purchase.

Prior to the consummation of the transactions contemplated under the Assignment Agreement and the Share Purchase Agreement, GIC held 230,975 Common Shares, which were acquired for investment purposes.

The information set forth in or incorporated by reference in Item 4 of this statement is incorporated herein by reference in its entirety.

Item 4. Purpose of Transaction.

The Reporting Persons acquired securities of the Issuer for investment purposes. The Issuer and certain of the Reporting Persons entered into an amended and restated shareholder agreement, dated as of October 25, 2012 (the "Shareholder Agreement"), which is attached as Exhibit E hereto, and any description thereof is qualified in its entirety by reference thereto. Effective upon the closing of the Share Purchase, pursuant to the Shareholder Agreement, the Genpact Investors, acting through Glory TA as "Investors' Representative", are entitled to nominate four directors of the Issuer as long as they collectively hold at least 27% of the outstanding Common Shares. If the Genpact Investors' collective ownership of Common Shares falls below 27% of the outstanding Common Shares, the Genpact Investors will be entitled to representation on the Issuer's board of directors that is proportionate to the Genpact Investors' collective ownership percentage, until such time as the Genpact Investors' collective ownership of Common Shares falls below 7.5% of the outstanding Common Shares. Subject to exceptions in the Shareholder Agreement, so long as the Genpact Investors are entitled to nominate representatives on the Issuer's board of directors under the Shareholder Agreement, they will be entitled to have proportionate representation on the various committees of the Issuer's board of directors and are required to vote in favor of all directors nominated by the nominating committee of the Issuer's board of directors.

In their capacity as significant stockholders of the Issuer, the Glory Entities intend to take an active role in working with the Issuer's management on operational, financial and strategic initiatives. In addition, the Glory Entities and the GIC Entities review and intend to continue to review, on an ongoing and continuing basis, their investment in the Issuer. Depending upon the factors discussed below and subject to applicable law and the terms of the Shareholder Agreement (which imposes certain standstill and transfer restrictions on the Genpact Investors and certain of their affiliates relating to the Issuer and the Issuer's securities as further described above and in Item 6 below), the Glory Entities or the GIC Entities may from time to time acquire additional securities of the Issuer or sell or otherwise dispose of some or all of their securities of the Issuer. Subject to applicable law and the terms of the Shareholder Agreement (as further described above and in Item 6 below), any transactions that the Glory Entities or the GIC Entities may pursue may be made at any time and from time to time without prior notice and will depend upon a variety of factors, including, without limitation, current and anticipated future trading prices of the securities of the Issuer, the financial condition, results of operations and prospects of the Issuer, general economic, financial market and industry conditions, other investment and business opportunities available to the Glory Entities or the GIC Entities, tax considerations and other factors.

Other than as described in this Schedule 13D, each of the Reporting Persons does not have any present plans or proposals that relate to or would result in: (i) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer; (ii) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (iii) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (iv) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board; (v) any material change in the present capitalization or dividend policy of the Issuer; (vi) any other material change in the Issuer's business or corporate structure; (vii) changes in the Issuer's charter, by-laws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (viii) causing a class of securities of the Issuer to be de-listed from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (ix) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act; or (x) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

(a), (b) The information required in these paragraphs with respect to each of the Reporting Persons is set forth in Rows 7 through 13 of the cover pages to this Schedule 13D and Item 2(b) above and is incorporated herein by reference. Because the Glory Entities, RGIP and Twickenham have entered into the Investor Agreement and Shareholder Agreement and by virtue of the nature of the transaction contemplated therein (as described in Item 4 of this statement), (i) the Genpact Investors could be deemed to be a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to the Common Shares, and (ii) each of the Genpact Investors and the other persons identified in Item 2(b) may be deemed to beneficially own all of the Common Shares beneficially owned by one another. As noted in Item 2, each of the Reporting Persons disclaims beneficial ownership of any Common Shares beneficially owned by any of the other Reporting Persons or any other person. The Reporting Persons hold an aggregate of 67,981,653 Common Shares or 30.47% of the outstanding Common Shares.

Twickenham is controlled and managed by GICSI, which is in turn wholly-owned by GIC. Pursuant to Section 13(d) of the Exchange Act and the rules promulgated thereunder, GIC and GICSI may be deemed to beneficially own all of the Common Shares beneficially owned by Twickenham.

(c) Except as described in this Schedule 13D, neither any Reporting Person nor, to any Reporting Person's knowledge (i) any executive officer or director of such Reporting Person; (ii) any person controlling of such Reporting Person; or (iii) any executive officer or director of any corporation or other person ultimately in control of such Reporting Person, each as listed in Schedule A, has effected any transactions in the Common Shares during the last sixty days.

(d) Not Applicable.

(e) Not Applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with respect to Securities of the Issuer.

The responses to Items 3, 4, and 5 are incorporated herein by reference.

In order to permit the Share Purchase, the Issuer and Glory A entered into a letter agreement dated as of August 1, 2012 (the "Purchaser Letter"). The Purchaser Letter is attached as Exhibit F hereto, and any description thereof is qualified in its entirety by reference thereto. Pursuant to the Purchaser Letter, among other things, the Issuer agreed to waive certain standstill restrictions imposed on Glory A by a non-disclosure agreement previously entered into between the Issuer and Bain Capital Partners, LLC.

In addition to the governance arrangements referred to in Item 4 above, the Shareholder Agreement contains various provisions relating to standstill and transfer restrictions. Until one year after the date the Genpact Investors' ownership of Common Shares falls below 7.5% of the outstanding Common Shares, subject to certain exceptions, the Genpact Investors are subject to standstill restrictions under which they, among other things, are each prohibited from buying additional Common Shares, engaging in takeover proposals or proxy contests, forming groups under Section 13 of the Exchange Act, and taking other similar actions. The Genpact Investors are prohibited from transferring their equity interest in the Issuer for 30 months from the closing of the Share Purchase, subject to certain exceptions including transfers to certain affiliates of the Genpact Investors. Subject to certain exceptions, the Genpact Investors are also prohibited from transferring more than 10% of Genpact's outstanding Common Shares in a single transaction and from making any transfer of Common Shares that would result in a person or group owning more than 10% of the outstanding Common Shares. In addition, subject to certain conditions, including the transfer restrictions described herein, the Shareholder Agreement grants the Genpact Investors registration rights with respect to their Common Shares. Pursuant to these registration rights, subject to certain limitations, the Genpact Investors may demand that the Issuer register Common Shares held by the Genpact Investors for resale in underwritten public offerings, and the Genpact Investors also have the right to resell Common Shares pursuant to a shelf registration statement or through the exercise of piggyback registration rights.

Concurrent with the Share Purchase, the Genpact Investors and Glory TA entered into the Investor Agreement. Pursuant to the Investor Agreement, the Genpact Investors irrevocably appointed a single Investors' Representative (Glory TA) as the sole and exclusive agent and proxy and true and lawful attorney-in-fact to take certain actions on behalf of each of the Genpact Investors relating to the voting and disposition of the Common Shares and the exercise of certain rights under the Shareholder Agreement, including, (i) voting and dispositive authority with respect to all Common Shares held directly or indirectly by the Genpact Investors, (ii) power to exercise registration rights, (iii) power to designate all individuals with respect to which the Genpact Investors may, by rights granted to them under the Shareholder Agreement, nominate to the Issuer's board of directors (including designation of such individuals' respective replacements), and (iv) power and authority to elect to subscribe for new equity securities of Genpact on behalf of the Genpact Investors in connection with the exercise of any pre-emptive rights of the Genpact Investors. The obligations in the Investor Agreement terminate upon the earlier of (i) such date mutually agreed upon by the Genpact Investors, (ii) the termination of the Shareholder Agreement, (iii) the liquidation of Genpact, (iv) the sale of all Common Shares held directly or indirectly by the Genpact Investors, and (v) upon certain circumstances involving bad faith, willful misconduct or uncured material breach by the parties thereto.

Item 7. Material to be Filed as Exhibits.

Exhibit A — Agreement of Joint Filing, dated as of November 5, 2012 by and among Glory Investments A Limited, Glory Investments B Limited, Glory Investments IV Limited, Glory Investments IV-B Limited, RGIP, LLC, Government of Singapore Investment Corporation Pte Ltd., GIC Special Investments Pte. Ltd., Twickenham Investment Private Limited and Glory Investments TA IV Limited.

Exhibit B — Investor Agreement, dated as of October 25, 2012, by and among Glory Investments A Limited, Glory Investments B Limited, Glory Investments IV Limited, Glory Investments IV-B Limited, RGIP, LLC, Twickenham Investment Private Limited and Glory Investments TA IV Limited.

Exhibit C — Share Purchase Agreement, dated as of August 1, 2012, by and among Glory Investments A Limited (f/k/a South Asia Private Investments) certain affiliates of General Atlantic LLC and certain affiliates of Oak Hill Capital Partners.

Exhibit D — Assignment Agreement, dated as of October 25, 2012, by and among Glory Investments A Limited, Glory Investments B Limited, Glory Investments IV Limited, Glory Investments IV-B Limited, RGIP, LLC and Twickenham Investment Private Limited

Exhibit E — Amended and Restated Shareholder Agreement, dated as of October 25, 2012, by and among Genpact Limited, Glory Investments A Limited, Glory Investments B Limited, Glory Investments IV Limited, Glory Investments IV-B Limited, RGIP, LLC, Twickenham Investment Private Limited and Glory Investments TA IV Limited (incorporated by reference to Exhibit 10.1 to the Issuer's Report on Form 8-K filed with the Securities and Exchange Commission on October 25, 2012).

Exhibit F	Letter Agreement, dated as of August 1, 2012, between Genpact Limited and Glory Investments A Limited (f/k/a South Asia Private Investments) (incorporated by reference to Exhibit 10.1 to the Issuer's Report on Form 8-K filed with the Securities and Exchange Commission on August 3, 2012).

* * * * *

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 5, 2012

Glory Investments A Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

Glory Investments B Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

Glory Investments IV Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

Glory Investments IV-B Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

RGIP, LLC

By: /s/ Ann L. Milner
Name: Ann L. Milner
Title: Managing Member

Government of Singapore Investment Corporation Pte. Ltd.

By: /s/ Lim Eng Kok
Name: Lim Eng Kok
Title: Senior Vice President

By: /s/ Celine Loh
Name: Celine Loh
Title: Senior Vice President

GIC Special Investments Pte. Ltd.

By: /s/ Tay Lim Hock
Name: Tay Lim Hock
Title: President

Twickenham Investment Private Limited

By: /s/ Kunnasagaran Chinniah
Name: Kunnasagaran Chinniah
Title: Director

Glory Investments TA IV Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

SCHEDULE A

Executive Officers, Directors and Control Persons of the Reporting Persons

The following are each of the directors of Glory Investments A Limited, Glory Investments B Limited, Glory Investments IV Limited, Glory Investments IV-B Limited, and Glory Investments TA IV Limited:

- Ranesh Ramanathan, Deputy General Counsel, Bain Capital, John Hancock Tower, 200 Clarendon Street, Boston, MA 02116
- Melissa Diane Obegi, Asia General Counsel, Bain Capital, 51/F Cheung Kong Center, 2 Queen's Road Central, Hong Kong
- Heerdaye Jugbandhan, Fellow of the Association of Chartered Certified Accountants – UK, member of Chartered Institute of Securities & Investment – UK, International Fiscal Association and Mauritius Institute of Directors, Alter Domus (Mauritius) Ltd., Level 6 Altima Building, 56 Ebene Cybercity Ebene, Mauritius
- Xie Fei Pang Wong Lin, Fellow of the Association of Chartered Certified Accountants, member of the Society of Trusts and Estate Practitioners, Alter Domus (Mauritius) Ltd., Level 6 Altima Building, 56 Ebene Cybercity Ebene, Mauritius
- Serge Walid Sarkis, Managing Director, Bain Capital, 51/F Cheung Kong Center, 2 Queen's Road Central, Hong Kong

The following are each of the Managing Members for RGIP, LLC:

- R. Bradford Malt, Partner, Ropes & Gray, Prudential Tower, 800 Boylston St., Boston, MA, 02199
- Alfred Rose, Partner, Ropes & Gray, Prudential Tower, 800 Boylston St., Boston, MA, 02199
- Ann L. Milner, Partner, Ropes & Gray, Prudential Tower, 800 Boylston St., Boston, MA, 02199

The following are each of the executive officers and directors of Twickenham Investment Private Limited and their respective address, occupation and citizenship:

Name	Address	Principal Occupation	Citizenship
Kunnasagaran Chinniah	168 Robinson Road #37-01 Capital Tower Singapore 068912	Global Head, Portfolio, Strategy & Risk Group, GIC Special Investments Private Limited Head, Infrastructure Group, GIC Special Investments Private Limited	Singapore Citizen
Matthew Lim Oon Su	168 Robinson Road #37-01 Capital Tower Singapore 068912	Senior Vice President, GIC Special Investments Private Limited	Singapore Permanent Resident

The following are each of the executive officers and directors of GIC Special Investments Pte Ltd. and their respective address, occupation and citizenship:

Name	Address	Principal Occupation	Citizenship
Lim Siong Guan	168 Robinson Road #37-01 Capital Tower Singapore 068912	Group President, GIC	Singapore Citizen
Ng Kok Song	168 Robinson Road #37-01 Capital Tower Singapore 068912	Group Chief Investment Officer, GIC	Singapore Citizen
Tay Lim Hock	168 Robinson Road #37-01 Capital Tower Singapore 068912	President, GICSI	Singapore Citizen
Teh Kok Peng	168 Robinson Road #37-01 Capital Tower Singapore 068912	Director, GICSI	Singapore Citizen

The following are each of the executive officers and directors of the Government of Singapore Investment Corporation Pte. Ltd. and their respective address, occupation and citizenship:

Name	Address	Principal Occupation	Citizenship
Lee Hsien Loong	Prime Minister's Office Istana Annexe Singapore 238823	Prime Minister	Singapore Citizen
Lim Hng Kiang	Ministry of Trade & Industry 100 High Street #09-01 The Treasury Singapore 179434	Minister for Trade & Industry	Singapore Citizen
Heng Swee Keat	Ministry for Education 1 North Buona Vista Drive Singapore 138675	Minister for Education	Singapore Citizen
Tharman Shanmugaratnam	Ministry of Finance 100 High Street #10-01 The Treasury Singapore 179434	Deputy Prime Minister & Minister for Finance	Singapore Citizen
Teo Chee Hean	Ministry of Home Affairs New Phoenix Park 28 Irrawaddy Road Singapore 329560	Deputy Prime Minister & Coordinating Minister for National Security & Minister for Home Affairs	Singapore Citizen
Peter Seah Lim Huat	12 Marina Boulevard Marina Bay Financial centre Tower 3, Level 45 Singapore 018982	Chairman, DBS Group Holdings Ltd	Singapore Citizen

Chew Choon Seng	2 Shenton Way #29-00 SGX Centre 1 Singapore 068804	Chairman, Singapore Exchange Ltd	Singapore Citizen
Ang Kong Hua	30 Hill Street #05-04 Singapore 179360	Chairman, Sembcorp Industries Ltd	Singapore Citizen
Dr Richard Hu Tsu Tau	168 Robinson Road #37-01 Capital Tower Singapore 068912	Director, GIC	Singapore Citizen
Raymond Lim Siang Keat	62 Namly Garden Singapore 267390	Director, GIC	Singapore Citizen
Lim Siong Guan	168 Robinson Road #37-01 Capital Tower Singapore 068912	Group President, GIC	Singapore Citizen
Ng Kok Song	168 Robinson Road #37-01 Capital Tower Singapore 068912	Group Chief Investment Officer, GIC	Singapore Citizen

INDEX TO EXHIBITS

Exhibit A	Agreement of Joint Filing, dated as of November 5, 2012 by and among Glory Investments A Limited, Glory Investments B Limited, Glory Investments IV Limited, Glory Investments IV-B Limited, RGIP, LLC, Government of Singapore Investment Corporation Pte Ltd., GIC Special Investments Pte. Ltd., Twickenham Investment Private Limited and Glory Investments TA IV Limited.
Exhibit B	Investor Agreement, dated as of October 25, 2012, by and among Glory Investments A Limited, Glory Investments B Limited, Glory Investments IV Limited, Glory Investments IV-B Limited, RGIP, LLC, Twickenham Investment Private Limited and Glory Investments TA IV Limited.
Exhibit C	Share Purchase Agreement, dated as of August 1, 2012, by and among Glory Investments A Limited (f/k/a South Asia Private Investments) certain affiliates of General Atlantic LLC and certain affiliates of Oak Hill Capital Partners.
Exhibit D	Assignment Agreement, dated as of October 25, 2012, by and among Glory Investments A Limited, Glory Investments B Limited, Glory Investments IV Limited, Glory Investments IV-B Limited, RGIP, LLC and Twickenham Investment Private Limited
Exhibit E	Amended and Restated Shareholder Agreement, dated as of October 25, 2012, by and among Genpact Limited, Glory Investments A Limited, Glory Investments B Limited, Glory Investments IV Limited, Glory Investments IV-B Limited, RGIP, LLC, Twickenham Investment Private Limited and Glory Investments TA IV Limited (incorporated by reference to Exhibit 10.1 to the Issuer's Report on Form 8-K filed with the Securities and Exchange Commission on October 25, 2012).
Exhibit F	Letter Agreement, dated as of August 1, 2012,between Genpact Limited and Glory Investments A Limited (f/k/a South Asia Private Investments) (incorporated by reference to Exhibit 10.1 to the Issuer's Report on Form 8-K filed with the Securities and Exchange Commission on August 3, 2012).

Exhibit A

JOINT FILING AGREEMENT

Each person executing this joint filing agreement (this “Agreement”) agrees as follows:

1. The statement on Schedule 13D, and any amendments thereto, to which this Agreement is annexed as Exhibit A is and will be filed on behalf of each of them in accordance with the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended.

2. Each person executing this Agreement is responsible for the timely filing of such Schedule 13D and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but no person executing this Agreement is responsible for the completeness or accuracy of the information concerning any other persons making the filing, unless such person knows or has reason to believe that such information is inaccurate.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of November 5, 2012

Glory Investments A Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

Glory Investments B Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

Glory Investments IV Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

Glory Investments IV-B Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

RGIP, LLC

By: /s/ Ann L. Milner
Name: Ann L. Milner
Title: Managing Member

Government of Singapore Investment Corporation Pte. Ltd.

By: /s/ Lim Eng Kok
Name: Lim Eng Kok
Title: Senior Vice President

By: /s/ Celine Loh
Name: Celine Loh
Title: Senior Vice President

GIC Special Investments Pte. Ltd.

By: /s/ Tay Lim Hock
Name: Tay Lim Hock
Title: President

Twickenham Investment Private Limited

By: /s/ Kunnasagaran Chinniah
Name: Kunnasagaran Chinniah
Title: Director

Glory Investments TA IV Limited

By: /s/ Ranesh Ramanathan
Name: Ranesh Ramanathan
Title: Director

Exhibit B

EXECUTION COPY

INVESTOR AGREEMENT

among

GLORY INVESTMENTS A LIMITED,

GLORY INVESTMENTS B LIMITED,

GLORY INVESTMENTS IV LIMITED,

GLORY INVESTMENTS IV-B LIMITED,

RGIP, LLC,

TWICKENHAM INVESTMENT PRIVATE LIMITED

and

GLORY INVESTMENTS TA IV LIMITED

as Investors' Representative

Dated as of October 25, 2012

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INVESTOR AGREEMENT

This Investor Agreement (the "Agreement") is made as of October 25, 2012 by and among:

(i) Glory Investments A Limited, a Mauritius public company limited by shares formerly known as South Asia Private Investments (together with its successors and permitted assigns, the "Initial Investor"); and

(ii) Glory Investments B Limited, a Mauritius public company limited by shares (together with its successors and permitted assigns, "Investments B");

(iii) Glory Investments IV Limited, a Mauritius private company limited by shares (together with its successors and permitted assigns, "Investments IV");

(iv) Glory Investments IV-B Limited, a Mauritius private company limited by shares (together with its successors and permitted assigns, "Investments IV-B");

(v) RGIP, LLC, a Delaware limited liability company (together with its successors and permitted assigns, "RGIP" and together with the Initial Investor, Investments B, Investments IV, Investments IV-B and RGIP, the "Glory Investors");

(vi) Twickenham Investment Private Limited, a private company limited by shares organized under the laws of the Republic of Singapore (together with its successors and permitted assigns, the "Co-Investor");

(vii) each other Person who becomes a party to this agreement as an Investor by execution of a Deed of Adherence (together with each of their respective successors and permitted assigns, the Glory Investors and the Co-Investor, the "Investors"); and

(viii) Glory Investments TA IV Limited, a Mauritius private company limited by shares, in its capacity as agent, proxy and attorney-in-fact for the Investors (the "Investors' Representative").

Certain capitalized terms used in this Agreement are used as defined in Section 8.2.

RECITALS

WHEREAS, on August 1, 2012 the Initial Investor (then known as South Asia Private Investments) entered into a Share Purchase Agreement (the "Share Purchase Agreement") by and among the Initial Investor and certain shareholders (the "Sellers") of Genpact Limited, an exempted limited company organized under the laws of Bermuda (the "Company"), pursuant to which the Initial Investor agreed to purchase, and the shareholders party thereto agreed to sell, common shares, par value $0.01 per share, of the Company ("Company Common Shares") (such purchase, the "Share Purchase");

WHEREAS, at or prior to the closing and consummation of the Share Purchase under the Share Purchase Agreement (the "Closing"), the Initial Investor and each of the Investors will enter into an assignment agreement substantially in the form attached as Exhibit A hereto (the "Assignment Agreement"), pursuant to which the Initial Investor will, at the Closing, assign to the other Investors party thereto the right to purchase a portion of the Company Common Shares the Initial Investor is entitled to acquire in the Share Purchase (with each such Investor acquiring the right to purchase such number of Company Common Shares as set forth opposite its name on Schedule I attached hereto) and certain other related rights under the Share Purchase Agreement;

WHEREAS, concurrently with the execution of this Agreement, the Investors party thereto are entering into an amended and restated shareholder agreement with the Company (as the same may be amended, modified or supplemented from time to time, the "Shareholder Agreement") that amends and supersedes the shareholder agreement entered into on August 1, 2012 between the Initial Investor and the Company, which Shareholder Agreement sets forth certain agreements concerning the Share Purchase and the Company Common Shares acquired thereby; and

WHEREAS, the Investors wish to enter into this Agreement to set forth the relative rights and obligations of the Investors as between each other with respect to the holding and voting of Company Common Shares and other Equity Securities (as hereinafter defined) of the Company held by them from time to time and to vest authority in the Investors' Representative (or its designee) to make decisions on certain specified matters on behalf of each of the Investors, including (subject to certain limitations and the terms and conditions set forth therein and herein), sole voting and dispositive authority with respect to all Company Common Shares and other Equity Securities of the Company directly or indirectly held by the Investors.

AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. EFFECTIVENESS

Subject to the immediately following sentence, the parties hereto agree and acknowledge that this Agreement shall take effect subject to and upon the Closing. Notwithstanding the foregoing, this Section 1, Section 7 (Amendment, Termination), Section 8.1 (Interpretations), Section 8.2 (Definitions), Section 9.2 (Notice), Section 9.3 (Binding Effect, Assignment, Etc.), Section 9.4 (Counterparts), Section 9.4 (Severability), Section 9.6 (No Recourse), Section 9.8 (Governing Law), Section 9.9 (Consent to Jurisdiction), Section 9.10 (No Third Party Beneficiaries or Other Rights), Section 9.11 (Waiver of Jury Trial), Section 9.12 (Exercise of Rights and Remedies) and those provisions of this Agreement which are necessary for the purposes of interpretation of the foregoing Sections, each shall take effect upon the date first above written.

2. POWER OF ATTORNEY

2.1. Irrevocable Power of Attorney. Each Investor hereby irrevocably constitutes and appoints the Investors' Representative as its sole and exclusive agent and proxy and true

and lawful attorney-in-fact, to exercise those rights and powers granted or assigned to the Investors' Representative by such Investor pursuant to this Agreement and to execute, certify, acknowledge, file, record and swear to all instruments, agreements and documents reasonably determined in good faith by the Investors' Representative to be necessary or advisable for purposes of exercising such rights and powers (the "Power of Attorney"), including, without limitation, the power and authority to verify, swear to, acknowledge, execute, deliver, record and file on behalf of such Investor any agreement, instrument, certificate, consent, acknowledgment or release relating to any of the following:

i. subject to and in accordance with Section 3.1 hereof, any exercise of the preemptive rights granted to such Investor pursuant to the Shareholder Agreement;

ii. subject to and in accordance with Section 3.2 hereof, any exercise of Registration Rights;

iii. subject to and in accordance with Section 3.4 hereof, the voting of any Voting Securities of the Company that are now or hereafter held by such Investor;

iv. subject to and in accordance with Section 3.6 hereof, any exercise of any rights of such Investor (other than the right to purchase the number of Company Common Shares set forth opposite such Investor's name on Schedule I hereto) under the Share Purchase Agreement or the Letter Agreement dated August 1, 2012 between the Initial Investor and the Sellers relating to certain indemnification procedures (the "Letter Agreement");

v. the power and authority to serve as the "Investors' Representative" (as defined in the Shareholder Agreement) under the Shareholder Agreement and to act on the Investor's behalf in such capacity in accordance with the terms of this Agreement and the Shareholders Agreement;

vi. the designation of any and all Investor Nominees and their respective replacements for election to the board of directors of the Company under the terms of the Shareholder Agreement;

vii. subject to and in accordance with Section 4 hereof, the Transfer of Equity Securities of the Company acquired by such Investor; or

viii. subject to and in accordance with Section 5.4 hereof, any amendment to, or waiver of, any term or provision of the Shareholder Agreement or any consent, acknowledgment or release relating to any of the foregoing.

2.2. Appointment Coupled with an Interest. The grant of the Power of Attorney to the Investors' Representative hereunder is coupled with an interest and shall be irrevocable and shall not be affected by the death, incapacity, insolvency, bankruptcy, illness or other inability to act of any Investor.

2.3. Successors; Invalidity. The Power of Attorney and all rights of any Investor granted to the Investors' Representative hereunder shall be binding upon their respective successors. The invalidity or unenforceability of any provision of the Power of Attorney or this Agreement shall not affect the validity or enforceability of any other provision of this Power of Attorney or this Agreement.

2.4. Limitations on Power of Attorney. When acting in its capacity as agent, proxy and attorney-in-fact under the Power of Attorney, the Investors' Representative shall not have the right, power or authority to:

2.4.1. amend, modify or waive any term of the Shareholder Agreement other than to the extent authorized in Section 5.4 hereof;

2.4.2. give or make any representation or warranty on behalf of the Co-Investor regarding the Co-Investor without the Co-Investor's prior written consent (which such consent shall not be unreasonably withheld, conditioned or delayed) other than customary representations and warranties on behalf of the Co-Investor relating to the Co-Investor's: (a) organization, (b) power and authority, (c) no conflict with laws, organizational documents or contracts, (d) title to Equity Securities, (e) no brokers, (f) governmental authorizations, permits and consents, and (g) qualification for exemption from registration under U.S. securities laws (such representations and warranties specified in (a) through (g) are hereinafter referred to collectively as "Fundamental Seller Representations"); provided, that, for the avoidance of doubt and subject to Section 2.4.3 and Section 4.6.2, this Section 2.4.2 shall not limit the Investors' Representative's right, power or authority to give or make representations or warranties on behalf of the Co-Investor in connection with any Exit Sale regarding the Company and its subsidiaries; or

2.4.3. give or make any representation or warranty on behalf of the Co-Investor in connection with any transaction to which the Co-Investor is a party unless each other Investor participating in such transaction is required to give substantially the same representation or warranty.

2.5. Exclusive Authority. Without the prior written consent of the Investors' Representative, no Investor may exercise on its own behalf any of the rights or powers in respect of which such Investor is constituting and appointing the Investors' Representative as its sole and exclusive agent and proxy and true and lawful attorney-in-fact for so long as the Power of Attorney remains in effect; provided, however, for the avoidance of doubt, nothing in this Section 2.5 will prevent an Investor from exercising any rights or powers that are expressly reserved for such Investor under such appointment.

2.6. Expiration. The Power of Attorney shall expire and be of no further force and effect from and after the termination of this Agreement or the occurrence of any event listed in clause (ii), (iii) or (iv) of the definition of "Trigger Event."

3. SHAREHOLDER AGREEMENT AND SHARE PURCHASE AGREEMENT

3.1. Exercise of Preemptive Rights. The Investors' Representative shall have the sole and exclusive power and authority to exercise, on behalf and at the direction of each

Investor, such Investor's right to subscribe for new Equity Securities of the Company pursuant to Section 4.04 of the Shareholder Agreement. The Investors' Representative shall provide each Investor with a copy of any Pre-emptive Notice received by the Investors' Representative as promptly as reasonably practicable and in any event within five calendar days following the Investors' Representative's receipt thereof. Each Investor may elect to participate in any Covered Transaction to which such Pre-emptive Notice relates by notifying the Investors' Representative in writing of such intention (an "Investor Participation Notice") during the period commencing upon the date such Investor received the applicable Pre-emptive Notice and ending on the date that is two business days prior to the expiration of the applicable Pre-emptive Acceptance Period. An Investor Participation Notice shall be binding on such Investor and irrevocable, except as set forth in Section 4.04 of the Shareholder Agreement, and shall specify the number of Equity Securities such Investor wishes to purchase, which number shall not exceed its then-applicable *Pro Rata* Share. In the event an Investor timely submits an Investor Participation Notice to the Investors' Representative, the Investors' Representative shall then timely deliver a Pre-emptive Acceptance Notice to the Company in accordance with Section 4.04 of the Shareholder Agreement to indicate the number of Equity Securities such Investor wishes to purchase and thereafter the Investors' Representative and such Investor shall cooperate in good faith and take such further action as may be reasonably necessary to effect the purchase by such Investor of the Equity Securities set forth in such Investor Participation Notice in connection with such Covered Transaction.

3.2. Exercise of Registration Rights. The Investors' Representative shall have the sole and exclusive power and authority to exercise any and all rights granted to the Investors under Article III of the Shareholder Agreement (the "Registration Rights") on behalf of the Investors; provided, that notwithstanding anything to the contrary set forth in this sentence, each Investor shall have the right to exercise, on its own behalf, any and all of such Investor's rights to indemnification or contribution or obligations to indemnify and hold harmless pursuant to Section 3.08 of the Shareholder Agreement. For the avoidance of doubt, no Investor shall have the right, in its capacity as an Investor, to request a Demand Offering pursuant to the Shareholder Agreement other than through a request made by the Investors' Representative. The Investors' Representative shall consult with the Investors (including the Co-Investor) prior to exercising any Registration Rights. In the event that the Investors' Representative, in its good faith judgment and following such consultation, elects on behalf of the Investors to exercise any rights to request a Demand Offering or participate in a Piggyback Offering, each Investor shall be entitled to participate in any resulting offering of Equity Securities in the Company, subject to the terms of the Shareholder Agreement and to Section 4 hereof, on a *pro rata* basis based on the relative ownership of Equity Securities of the Company at the relevant time among all of the participating Investors and otherwise on substantially the same terms as all of the participating Investors. Any reduction in the size of an offering, pursuant to the terms of the Shareholder Agreement, shall be apportioned between the Investors on a *pro rata* basis based on relative ownership of Equity Securities of the Company at the relevant time among all of the participating Investors.

3.3. Transaction Filings.

3.3.1. Each Investor will prepare and timely file with the United States Securities and Exchange Commission ("SEC") and each other applicable Governmental Entity all

filings and documents required under Law (including the rules and regulations of the New York Stock Exchange Inc. ("NYSE")) to be filed with or furnished to the SEC or such other applicable Governmental Entity in connection with the Share Purchase and as may be required following the consummation of the Share Purchase due to the Investors' equity interest in the Company (the "Transaction Filings"), including, but not limited to, any beneficial ownership reports as required under Section 13 or Section 16 of the Exchange Act. Each Investor shall furnish all information concerning itself to the other Investors as may be reasonably requested in connection with the preparation and filing of the Transaction Filings. With respect to the Transaction Filings that disclose any information relating to any Investor (or otherwise involve such Investor), including but not limited to any Schedule 13D (and amendments thereto) under the Exchange Act which the Investors have agreed to jointly file, (i) such Investor shall be provided a reasonable opportunity to review and comment on such Transaction Filings (including any amendments thereto or response to comments from the SEC or any other applicable Governmental Entity in respect thereof), (ii) all comments reasonably proposed by such Investor shall be included in such Transaction Filing or amendment thereto or response to comments from the SEC or any other applicable Governmental Entity in respect thereof and (iii) to the extent permitted by Law or as would not otherwise cause any non-compliance with applicable law, rules or regulations applicable to such Investor, no other Investor shall file such Transaction Filings, amendments thereto or respond to inquiries from the SEC or any other applicable Governmental Entity relating to such Transaction Filings prior to providing such Investor with a reasonable opportunity to review and comment upon such filings, amendments or responses. Notwithstanding the foregoing, no Investor shall be obligated to provide any other Investor an opportunity to review and comment on Transaction Filings which solely relate to the disclosure of such Investor's beneficial ownership of Equity Securities of the Company (including any amendments due to subsequent acquisitions and dispositions of Equity Securities of the Company after the Closing) so long as reasonable notice is provided (to the extent reasonably practicable and as would not otherwise cause any non-compliance with applicable law, rules or regulations applicable to the filing Investor) to the other Investors of such Transaction Filings and all disclosures therein relating to such other Investors have been previously approved by such other Investors and remain substantially unchanged in such Transaction Filings.

3.3.2. None of the information supplied or to be supplied by or on behalf of an Investor for inclusion or incorporation by reference in any Transaction Filing will, at the time such Transaction Filing is filed with or furnished to the SEC or such other applicable Governmental Entity, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. Each Investor shall ensure that each Transaction Filing it files with or furnishes to the SEC or any other applicable Governmental Entity will comply as to form in all material respects with the provisions of Law and other the rules and regulations applicable to such Transaction Filings; provided, however, nothing in this sentence shall be deemed to be any representation, warranty or covenant by any Investor with respect to information supplied by or on behalf of any other Investor for inclusion or incorporation by reference in any Transaction Filing.

3.3.3. Each Investor agrees to indemnify and hold harmless, to the fullest extent permitted by Law, each other Investor and the Investors' Representative and their respective officers, directors, employees and representatives and each Person who controls (within the meaning of the Securities Act) such other Investor or the Investors' Representative from and against any and all losses, claims, damages, liabilities, judgments, actions and expenses (including reasonable attorneys' fees) arising out of or based upon (i) any untrue or alleged untrue statement of material fact contained in any part of any Transaction Filing or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading to the extent such information is included therein in reliance upon and in conformity with the information furnished by such Investor expressly for use therein or (ii) any breach of Section 3.3.2 of this Agreement.

3.4. Voting of Voting Securities.

3.4.1. Subject to this Section 3.4, the Investors' Representative will have the sole and exclusive power to vote all Voting Securities of the Company held by the Investors at any shareholder meeting, adjournment, postponement or continuation thereof, or by written resolution or consent of shareholders of the Company.

3.4.2. Unless otherwise agreed by the Investors, the Investors' Representative will vote or abstain from voting all Voting Securities of the Company at any annual or special meeting of the Company's shareholders (and give its written consent in connection with any member action taken by written consent without a meeting of shareholders) as a single block (or abstain from voting in a single block, as applicable).

3.4.3. The Investors' Representative shall not vote any Investor's Voting Securities of the Company in any manner that would cause such Investor to be in breach of its obligations under Section 2.01(e), 2.01(f) or 2.01(h) of the Shareholder Agreement.

3.5. Designation of Investor Nominees. The Investors' Representative will, on behalf of the Investors, be entitled to designate all Investor Nominees and their respective replacements for election to the board of directors of the Company under the terms of the Shareholder Agreement.

3.6. Exercise of Rights under Share Purchase Agreement and Letter Agreement.

3.6.1. Subject to this Section 3.6, the Investors' Representative will, on behalf of the Investors, have the sole and exclusive power to exercise the rights of each Investor (other than the right to purchase the number of Company Common Shares set forth opposite such Investor's name on Schedule I hereto) under the Share Purchase Agreement and the Letter Agreement.

3.6.2. In the event that any Investor or its equity holders or affiliates or any of their respective directors, officers, employees, equity holders, affiliates and representatives (collectively, the "Investor Indemnified Parties"), receives any demand, claim or notice of the commencement of an assessment, demand, or administrative or

judicial proceeding for which the Sellers may be liable pursuant to Section 4.02 of the Share Purchase Agreement (a "Notice") or believes it is reasonably likely to receive a Notice, the applicable Investor shall promptly notify the Investors' Representative and the other Investors of such Notice or the facts and circumstances upon which it believes it is reasonably likely to receive a Notice and any Indemnity Claim with respect thereto. Each Investor Indemnified Party shall also notify the Investors' Representative of any other Indemnity Claim that it may have promptly after becoming aware of such Indemnity Claim.

3.6.3. The Investors' Representative shall have the sole and exclusive right to assume the control, enforcement, prosecution and exercise of any and all of an Investor Indemnified Party's rights under the Share Purchase Agreement and Letter Agreement in respect of an Indemnity Claim ("Indemnity Control Rights") with counsel(s) and any other advisor(s) that it reasonably determines to be experienced in the relevant matters at any time after it has received notice of or otherwise become aware of the facts and circumstances giving rise to an Indemnity Claim; provided, however, that, subject to Section 3.6.4, the Investors' Representative shall not have Indemnity Control Rights in respect of any Indemnity Claim relating solely to the Co-Investor (or any of its equity holders or affiliates or their respective directors, officers, employees, equity holders, affiliates and representatives) at any time when no other Investor (or any of its equity holders or affiliates or their respective directors, officers, employees, equity holders, affiliates and representatives) has a pending Indemnity Claim or has advised the Co-Investor that it believes it is reasonably likely to receive a Notice; and, provided, further, that in exercising its Indemnity Control Rights, the Investors' Representative shall act in good faith on behalf of all of the Investor Indemnified Parties entitled to seek such Indemnity Claim (without undue favor or regard to the interest of any party over the interests of the others).

3.6.4. In the event that the Co-Investor is permitted to assume the control, enforcement, prosecution and exercise of any right it may have under an Indemnity Claim under Section 3.6.3, it shall (i) not enter into any settlement or other agreement or understanding with respect to such Indemnity Claim that would or could reasonably be expected to be materially detrimental or materially adverse to any other Investor Indemnified Party's reputation, tax position, rights under the Letter Agreement or Share Purchase Agreement or potential legal responses or defenses with respect to any potential future Indian Tax Claim (as defined in the Share Purchase Agreement) or Contest (as defined in the Letter Agreement) without the prior written consent of the Investors' Representative, (ii) allow the Investors' Representative to monitor all proceedings and negotiations with or involving the Sellers relating thereto, and (iii) relinquish control, enforcement, prosecution and exercise of any such Indemnity Claim to the Investors' Representative at any time when any other Investor (or any of its equity holders or affiliates or their respective directors, officers, employees, equity holders, affiliates and representatives) has a pending Indemnity Claim or has advised the Co-Investor that it believes it is reasonably likely to receive a Notice.

3.6.5. In connection with its exercise of its Indemnity Control Rights, the Investors' Representative shall (i) not enter into any settlement with respect to any

Indemnity Claim of the Co-Investor (or any of its equity holders or affiliates or their respective directors, officers, employees, equity holders, affiliates and representatives) without the prior written consent of the Co-Investor, which consent shall not be unreasonably withheld or delayed, and (ii) allow the Co-Investor to monitor all proceedings and negotiations with or involving the Sellers relating thereto.

3.6.6. The Investors' Representative and the Investor Indemnified Parties shall consult and cooperate in good faith with each other and their respective representatives (including counsel) in the investigation, negotiation, settlement, trial, prosecution and/or defense of any Indemnity Claim (and any judicial proceeding(s) arising therefrom).

3.7. Appointment as Investors' Representative under Shareholder Agreement. Each of the Investors hereby appoints the Investors' Representative (as defined herein) to serve as Investors' Representative (as defined in the Shareholder Agreement) for purposes of the Shareholder Agreement. In its capacity as Investors' Representative (as defined in the Shareholder Agreement), the Investors' Representative (as defined herein) shall have such rights and powers as are granted or assigned to it by the Investors pursuant to this Agreement and such rights and powers as are expressly reserved for the Investors' Representative (as defined in the Shareholder Agreement) in the Shareholder Agreement.

3.8. Post-Closing Acquisition of Shares. The Co-Investor may acquire pursuant to Section 4.03(a)(ii) of the Shareholder Agreement up to 230,975 Company Common Shares which are registered in the name of the Government of Singapore Investment Corporation Pte. Ltd. as of the Effective Date and the dispositive power over which Company Common Shares are held as of the Effective Date by one or more third party external fund managers. The Glory Investors and their respective Affiliates (taken together), on the one hand, and the Co-Investor and its Affiliates (taken together), on the other hand, shall each otherwise only have the right to acquire pursuant to Section 4.03(a)(ii) of the Shareholder Agreement an aggregate number of Company Common Shares equal to their respective *pro rata* share (based on relative ownership, immediately following the Closing, of Company Common Shares acquired pursuant to the Share Purchase) of the portion of the Standstill Exception Amount remaining after taking into account Company Common Shares acquired by the Co-Investor pursuant to the first sentence of this Section 3.8.

4. TRANSFER PROVISIONS

4.1. General Restriction on Transfers. Subject to Section 4.2, no Investor shall Transfer any of its Equity Securities in the Company to any Person or Persons who are not Permitted Transferees other than in accordance with Section 4.3 (and after first complying with Section 4.4 through Section 4.6).

4.2. Exceptions to Restrictions on Transfer.

4.2.1. Permitted Transfer. Notwithstanding the restrictions on Transfer set forth in Section 4.1, an Investor may Transfer any Equity Securities of the Company held by such Investor to any of its Permitted Transferees so long as (i) such Transfer complies with the requirements of the Shareholder Agreement, (ii) prior to the consummation of

any such Transfer, such Permitted Transferee executes and delivers a deed of adherence in substantially the form attached as Exhibit B hereto or in such other form that is satisfactory to the Investors' Representative (a "Deed of Adherence") whereby such Permitted Transferee agrees to accede to the rights and be subject to the obligations of the Investor which Transferred such Equity Securities to such Permitted Transferee and (iii) such Transfer will not result in a violation of any applicable Law, including U.S. federal securities laws. If any Permitted Transferee to which Equity Securities of the Company are Transferred pursuant to Section 4.2.1 ceases to be a Permitted Transferee of the Investor from which or whom it acquired such Equity Securities of the Company pursuant to such provision, such Person shall reconvey such Equity Securities of the Company to such transferring Investor immediately before such Person ceases to be a Permitted Transferee of such transferring Investor.

4.2.2. Trigger Event. Notwithstanding any restrictions on Transfer set forth in this Agreement other than the last sentence of this Section 4.2.2, following (i) the date that is seven years from the Closing, (ii) the occurrence of a Financing Default Event (as defined in the Shareholder Agreement), (iii) the date that the Investors no longer have the right to designate any Investor Directors, and (iv) the date that the number of the Co-Investor's Investor Percentage Interest is greater than the aggregate Investor Percentage Interest of the Glory Investors (each of the preceding clauses (i) through (iv), a "Trigger Event"), and subject to the terms of the Shareholder Agreement, the Co-Investor shall have the right to Transfer (in its discretion and for its own account) any or all of its Equity Securities of the Company, including setting forth the timing, the price and the terms of such Transfer, without any obligation to make such Transfer or Transfers on a *pro rata* basis with any other Investor. Notwithstanding anything to the contrary in the preceding sentence, the Co-Investor may not make any Transfer of Equity Securities of the Company following a Trigger Event resulting from clause (i) of this Section 4.2.2 (or clause (iv) of this Section 4.2.2 if, as a result of such Transfer, the Co-Investor's Investor Percentage Interest is lower than the aggregate Investor Percentage Interest of the Glory Investors) if, individually or taken together with all other Transfers pursuant to Section 4.2.2(i) or 4.2.2(iv), such Transfer would: (i) cause the Investors to lose the right to designate the greater of (a) two Investor Directors and (b) half of the number of Investor Directors (rounded down to the nearest whole number) that the Investors are entitled to designate under the Shareholder Agreement at the time of the Co-Investor's proposed Transfer or (ii) cause the Investors to lose the right to designate their last Investor Director under the Shareholder Agreement.

4.2.3. Transfer of Collateral. The Investors' Representative will as promptly as reasonably practicable (and no later than two business days following receipt of notice of such sale) provide notice to the Co-Investor of any sale to or by the Investor Secured Parties (in connection with the exercise by the Investor Secured Parties of remedies available under the Investor Credit Agreement following the occurrence of an event of default under the Investor Credit Agreement) of any Company Common Shares pledged by the Glory Investors as collateral under the Investor Credit Agreement as of the Effective Date (such sale, a "Collateral Sale", and the number of such Company Common Shares sold to or by the Investor Secured Parties in such Collateral Sale divided by the total number of Company Common Shares held by the Glory Investors

immediately prior to such Collateral Sale, is hereinafter referred to as the "Transfer Percentage"). Notwithstanding any restrictions on Transfer set forth in this Agreement, upon any Collateral Sale, the Co-Investor shall thereafter have the right (subject to the terms of the Shareholder Agreement) to Transfer a number of Company Common Shares equal to the Transfer Percentage of the total number of Company Common Shares held by the Co-Investor immediately prior to such sale to or by Investor Secured Parties, without any obligation to make such Transfer or Transfers on a *pro rata* basis with any other Investor.

4.2.4. Other Exceptions. The restrictions on Transfer set forth in Section 4.1 shall not apply to:

i. Transfer of Company Common Shares pledged by the Glory Investors in a Collateral Sale; or

ii. any distribution or dividend by an Investor of Equity Securities of the Company to the stockholders, members or partners of such Investor so long as each such stockholder, member or partner executes and delivers a deed of adherence in substantially the form attached as Exhibit B hereto or in such other form that is satisfactory to the Investors' Representative.

4.3. Exit Sale. The Investors' Representative may effect any Transfer of any Equity Securities of the Company held by the Glory Investors (including by virtue of a Transfer of Equity Securities of the Glory Investors, with respect to which this Section 4.3 shall apply) to any *bona fide* purchaser that is not an Affiliate of any of the Glory Investors or the Investors' Representatives (each, a "Prospective Buyer" and such Transfer, an "Exit Sale") so long as it first consults in good faith with the Investors regarding such Exit Sale (including, but not limited to, consultation relating to the anticipated terms of such Exit Sale and any representations and warranties required to be provided to any Prospective Buyer(s) in such Exit Sale) and complies with the terms of Section 4.4 or Section 4.5. The Investors' Representative shall, in its sole discretion but after consultation in good faith with the Investors, decide whether or not to permit, pursue, consummate, postpone or abandon any proposed Exit Sale pursuant to this Section 4.3 (whether such proposed Transfer is being conducted in accordance with the terms of Section 4.4 or Section 4.5) and no Investor or any Affiliate of any Investor shall have any liability to any other holder of Equity Securities in the Company arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Transfer except to the extent such Investor shall have failed to comply with the provisions of this Section 4.

4.4. Tag Along.

4.4.1. General Right. If the Investors' Representative intends to Transfer, in one or a series of related transactions, any Equity Securities of the Company held by the Glory Investors in accordance with its rights under Section 4.3 (including by virtue of a Transfer of Equity Securities of the Glory Investors) other than in connection with a Drag-Along Transaction (such Transfer, a "Tag-Along Transaction") it shall give written notice to the Co-Investor offering the Co-Investor the option to participate in such Tag-Along Transaction (a "Tag-Along Notice"). The Tag-Along Notice shall include:

i. material terms and conditions of the Tag-Along Transaction, including (i) the maximum number of Equity Securities to be purchased by the Prospective Buyer(s), (ii) the fraction expressed as a percentage, determined by dividing the maximum number of Equity Securities of the Company to be purchased by the Prospective Buyer(s) by the total number of Equity Securities then held by all the Investors (the "Tag-Along Sale Percentage"), (iii) the consideration to be received in the Tag-Along Transaction and the maximum and minimum per share purchase price or the formula by which such price is to be determined (iv) the identity of the Prospective Buyers(s) (if known) and the Glory Investors participating in the Tag-Along Transaction; and (v) to the extent applicable and whether draft or final form, the most current letters of intent, term sheet, purchase agreements, offering circular or memorandum of understanding in respect of the Tag-Along Transaction; and

ii. an invitation to the Co-Investor to make an offer to sell in such Tag-Along Transaction up to such number of Equity Securities of the Company as shall equal the Tag-Along Sale Percentage of the total number of Equity Securities in the Company held by the Co-Investor, on the terms and conditions set forth in the Tag-Along Notice (and, for the avoidance of doubt, upon the same terms and conditions as the Glory Investors participating in such Tag-Along Transaction).

4.4.2. Exercise. Within fifteen business days after receipt of the Tag-Along Notice, the Co-Investor may elect to include its Equity Securities of the Company in such Tag-Along Transaction by delivering to the Investors' Representative a written notice (the "Tag-Along Offer") specifying the maximum number of Equity Securities of the Company (not in any event to exceed the Tag-Along Sale Percentage of the total number of Equity Securities in the Company then held by the Co-Investor) that the Co-Investor desires to sell to the Prospective Buyer(s) in the Tag-Along Transaction. If the Co-Investor does not timely deliver a Tag-Along Offer, it shall be deemed to have waived all rights with respect to such Tag-Along Transaction, and the Investors' Representative shall thereafter be free to Transfer (on behalf of the Glory Investors) up to the maximum number of Equity Securities of the Company specified in the Tag-Along Notice to the Prospective Buyer(s) for a period of one hundred eighty (180) days thereafter, at a per share price no greater than the maximum per share price set forth in the Tag-Along Notice and on other principal terms which are substantially the same as those set forth in the Tag-Along Notice without any further obligation to the Co-Investor. If the Investors participating in the Tag-Along Transaction have not completed the proposed Transfer by the period specified in the immediately preceding sentence, the Co-Investor shall be released from its obligations under any Tag-Along Offer, the Tag-Along Notice shall be null and void, and it shall be necessary for a separate Tag-Along Notice to be furnished, and the terms and provisions of this Section 4.4 must be separately complied with, in order to consummate such proposed Transfer, unless the failure to complete such proposed Transfer resulted from any failure by the Co-Investor to comply with the terms of this Section 4.4.

4.4.3. Irrevocable Offer. The offer of the Co-Investor contained in its Tag-Along Offer and the obligation of the Glory Investors participating in the Tag-Along Transaction to sell their Equity Securities of the Company in such Tag-Along Transaction as specified in the applicable Tag-Along Notice shall be irrevocable and each such Investor shall be bound and obligated to Transfer in the Tag-Along Transaction such Equity Securities of the Company on the same terms and conditions as such other Investors participating in the Tag-Along Transaction but subject to the right of the Investors' Representative to postpone or abandon any Tag-Along Transaction or amend the terms thereof; provided, however, that if the principal terms of the Tag-Along Transaction change with the result that the per share price shall be less than the minimum per share price set forth in the Tag-Along Notice or the other principal terms shall be materially less favorable to the Investors participating in the Tag-Along Transaction than those set forth in the Tag-Along Notice (including, without limitation, any change which would materially increase an Investor's liability exposure or materially extend the scope of any material covenants or obligations required to be made by the Investor), then the Investors' Representative may elect either to cancel such Tag-Along Transaction or offer each of the Investors participating in the Tag-Along Transaction a reasonable period of time to withdraw from the Tag-Along Transaction and be released from its obligations thereunder.

4.4.4. Reduction of Shares Sold. If the Co-Investor gives the Investors' Representative a timely Tag-Along Notice, then the Investors' Representative shall use reasonable efforts to cause the Prospective Buyer(s) to agree to acquire all Equity Securities of the Company identified in such Tag-Along Notices, upon the same terms and conditions as are applicable to the Equity Securities of the Company to be Transferred by the Glory Investors in such Tag-Along Transaction. If such Prospective Buyer is unable or unwilling to acquire all Equity Securities of the Company proposed to be included in the Tag-Along Transaction upon such terms, then the Investors' Representative may elect either to cancel such Tag-Along Transaction or to allocate the maximum number of Equity Securities of the Company that such Prospective Buyer is willing to purchase among the Investors on a *pro rata* basis, as nearly as practicable, based on relative ownership of Equity Securities of the Company at the relevant time among all of the Investors participating in such Tag-Along Transaction.

4.4.5. Additional Compliance. If prior to consummation, the terms of the Tag-Along Transaction shall change with the result that the per share price to be paid in such Tag-Along Transaction shall be greater than the maximum per share price set forth in the Tag-Along Notice or the other principal terms of such Tag-Along Transaction shall be materially more favorable to the Investors participating in such Tag-Along Transaction than those set forth in the Tag-Along Notice, the Tag-Along Notice shall be null and void, and it shall be necessary for the Investors' Representative to issue a separate Tag-Along Notice, and the terms and provisions of this Section 4.4 must be separately complied with, in order to consummate such Tag-Along Transaction.

4.5. Drag Along.

4.5.1. General Right. If the Investors' Representative intends to Transfer any Equity Securities of the Company held by the Glory Investors in accordance with its rights under Section 4.3 (including by virtue of a Transfer of Equity Securities of the Glory Investors or by virtue of any exercise of Registration Rights) and, as a condition to such Transfer, the Prospective Buyer(s) (or the underwriter(s)) requires the participation of all of the Investors (such Transfer, a "Drag-Along Transaction"), the Investors' Representative may require all of the Investors to Transfer Equity Securities of the Company, to such Prospective Buyer(s) (or in such offering) at the same price per share and on the same terms and conditions; provided, however, that, in the case of the Co-Investor, the Investors' Representative may only require it to Transfer up to such number of Equity Securities of the Company as shall equal the number of Equity Securities of the Company held by the Co-Investor at the relevant time multiplied by the fraction determined by dividing the number of Equity Securities of the Company to be purchased by the Prospective Buyer(s) (or pursuant to the proposed offering) from the Investors by the total number of Equity Securities held by all of the Investors at the relevant time, rounded to the nearest whole (the percentage represented by such fraction, the "Drag-Along Sale Percentage").

4.5.2. Exercise. If the Investors' Representative exercises its rights under this Section 4.5, it shall furnish a written notice (the "Drag-Along Notice") to each of the Investors at least fifteen business days prior to the Drag-Along Transaction. The Drag-Along Notice shall set forth the material terms and conditions of the Drag-Along Transaction, including (i) the number of Equity Securities to be purchased by the Prospective Buyer(s) (or pursuant to the proposed offering), (ii) the Drag-Along Sale Percentage, (iii) the consideration to be received in the Drag-Along Transaction and the maximum and minimum per share purchase price or the formula by which such price is to be determined (iv) the identity of the Prospective Buyers(s) (or the applicable underwriter(s)); and (v) to the extent applicable and whether draft or final form, the most current letters of intent, term sheet, purchase agreements, valuation materials, offering circular or memorandum of understanding in respect of the Drag-Along Transaction. Each Investor shall consent to and raise no objections against the Drag-Along Transaction and shall be bound and obligated to Transfer its Equity Securities of the Company in the Drag-Along Transaction at a per share price no less than the minimum per share price set forth in the Drag-Along Notice and on other principal terms which are substantially the same as those set forth in the Drag-Along Notice (including, the number of Equity Securities of the Company being Transferred); provided, however, that, if the Drag-Along Transaction shall not have been consummated within one hundred eighty (180) days after receipt of the Drag-Along Notice, the Investors shall be released from their obligations under such Drag-Along Transaction, the Drag-Along Notice shall be null and void, and it shall be necessary for a separate Drag-Along Notice to be furnished, and the terms and provisions of this Section 4.5 must be separately complied with, in order to consummate such proposed Transfer, unless the failure to complete such proposed Transfer resulted from any failure by the Co-Investor to comply with the terms of this Section 4.5.

4.6. Miscellaneous. The following provisions shall be applied to any Exit Sale in accordance with Section 4.1, Section 4.3, Section 4.4 or Section 4.5:

4.6.1. Further Assurances. Each Investor participating in an Exit Sale (a "Participating Seller"), shall use its commercially reasonable efforts to take or cause to be taken all such actions as may be necessary or reasonably desirable in order to expeditiously consummate such Exit Sale pursuant to Section 4.1, Section 4.3, Section 4.4 or Section 4.5, as the case may be, or any related transactions necessary to effect such Exit Sale, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments; furnishing information and copies of documents; filing applications, reports, returns, filings and other documents or instruments with governmental authorities; and otherwise cooperating with the other Participating Sellers, the Investors' Representative and the proposed buyer(s) (or underwriter(s)); provided, however, that no Participating Seller shall be obligated to become liable in respect of any representations, warranties, covenants, indemnities or otherwise to the Prospective Buyer(s) (or underwriter(s)) without such Participating Seller's consent except to the extent provided in Section 4.6.2; provided, further, the parties hereto understand and agree that the commercially reasonable efforts of any party hereto shall not be deemed to include entering into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Entity in connection with any Exit Sale providing for (i) the sale, license of disposition or holding separate of any of the assets of any portfolio company, investment fund or other Affiliate of such Investor or any fund managed or advised by the same Person as any such fund or any Affiliate thereof, or (ii) the imposition of any limitation or regulation on the ability of any of the Persons referenced in the preceding sub-clause (i) to conduct freely their respective businesses.

4.6.2. Additional Provisions; Limitations on Liability in Exit Sales. Without limiting the generality of Section 4.6.1, in connection with any Exit Sale, each Participating Seller agrees to execute and deliver such agreements as may be reasonably specified by the Investors' Representative, to make to the proposed buyer(s) (or underwriter(s)) such representations, warranties, covenants, indemnities and escrow agreements as those made by the other Participating Sellers, on a *pro rata* basis (based on the number of Equity Securities sold in such Exit Sale) with respect to matters relating to or covenants of the Company, but on a full basis with respect to matters relating to or covenants of such Participating Seller, it being understood that (i) all such representations, warranties, covenants, indemnities and agreements shall be made severally and not jointly and (ii) no Participating Seller shall be liable for more than the total proceeds received by such Participating Seller for its Equity Securities in such Exit Sale. The foregoing notwithstanding, a Participating Seller shall not be liable for any indemnification obligations or liabilities (including through escrow or holdback arrangements) for breaches of representations and warranties of any other Participating Seller made with respect to such other Participating Seller's Fundamental Seller Representations or any other matter concerning such other Participating Seller, or for breaches of any covenant made by any other Participating Seller. In addition, in connection with any Exit Sale, each Participating Seller in such Exit Sale shall bear a *pro rata* portion of the total costs incurred by the Investors' Representative in connection

with such Exit Sale (regardless of whether such Exit Sale is consummated) based on the number of Equity Securities sold (or proposed to be sold) in such Exit Sale to the extent not paid or reimbursed by the Prospective Buyer or the Company.

4.6.3. Closing. The closing of an Exit Sale shall take place at such time and place as the Investors' Representative shall specify by notice to each Participating Seller.

5. ADDITIONAL COVENANTS.

5.1. Co-Investor Information Rights. The Investors' Representative shall provide the Co-Investor with (i) semi-annual performance updates prepared by Bain Capital Investors, LLC (the "Sponsor") or any of its affiliates or advisors in connection with the Investors' investment in the Company; provided, that the Investors' Representative or the Sponsor may redact any portion of such updates that is, in the good faith assessment of the Sponsor, sensitive or proprietary or required to be withheld by applicable contractual or fiduciary obligations, (ii) as promptly as practicable (and no later than two business days after receipt thereof), any notice of default or other post-default notices relating to any enforcement of security interest or foreclosure by the lenders under the Investor Credit Agreement and (iii) no later than five business days after receipt thereof, all material information and notices received by the Investors' Representative (solely in its capacity as the Investors' Representative) with respect to the Company and its subsidiaries. The Investors' Representative shall use its commercially reasonable efforts, based on information readily available to the Sponsor and without any obligation to make further analyses or inquiries, to provide such other information as may be reasonably requested by the Co-Investor in connection with the Co-Investor's quarterly monitoring requirements.

5.2. Debt Financing. The Investors' Representative has provided the Co-Investor with true and accurate copies of the Debt Commitment Letters and shall provide true and accurate copies of the Investor Credit Agreement, any other definitive financing documents entered into in connection therewith and any future amendments to any of the foregoing. The Glory Investors represent and warrant to the Co-Investor that the debt financing to be procured by the Glory Investors for the Share Purchase under the Debt Commitment Letters, the Investor Credit Agreement and any other definitive debt financing documents to be entered into in connection therewith (the "Debt Financing") will be non-recourse as to the Co-Investor and its affiliates, including as to the Co-Investor's Company Common Shares. The Investors' Representative and the Glory Investors hereby covenant that they shall not enter into any definitive agreement with regard to the Debt Financing that provides for recourse against the Co-Investor or its affiliates, including against the Co-Investor's Company Common Shares.

5.3. Pre-Closing Equity Syndication. Other than the pre-closing equity syndication to the Co-Investor and the other parties hereto, no Investor shall syndicate, prior to the Closing, any of its rights to acquire Company Common Shares under the Share Purchase Agreement except to affiliates of the Investors' Representative.

5.4. Amendments to Shareholder Agreement. The Investors' Representative may propose, authorize and approve on behalf of the other Investors (a) amendments, supplements or modifications to the Shareholder Agreement, (b) waivers of compliance with any agreement

or conditions contained in the Shareholder Agreement, and (c) termination of the Shareholder Agreement; provided, however, that the Investors' Representative may (x) not amend any of the terms of the Shareholders Agreement in a manner that would adversely affect the rights and obligations of the Co-Investor on a relative basis *vis a vis* any other Investor or that would adversely affect the Co-Investor's rights under Section 4 or Section 5 of the Shareholder Agreement on an absolute basis without the Co-Investor's prior written consent and (y) only terminate the Shareholder Agreement or execute a formal amendment or waiver in respect of the Shareholder Agreement after first consulting with the Co-Investor.

5.5. Expenses.

5.5.1. Pre-Closing Expenses. Each Investor agrees to pay its *pro rata* portion (based on the number of Company Common Shares to be acquired by such Investor at the Closing pursuant to the Share Purchase) of the fees, costs and expenses of the Initial Investor and its affiliates set forth on Schedule II and, without duplication, such other fees, costs and expenses of the Initial Investor and its affiliates incurred prior to the Closing (a good faith estimate of which is set forth on Schedule II (which estimate is subject to change based on events through Closing)) that have been or will be accrued for the benefit of the Investors in connection with the negotiation and consummation of the transactions contemplated under the Share Purchase and this Agreement; provided, that the Glory Investors shall be required to pay all fees under the Debt Commitment Letters other than those set forth in the following proviso; provided, further, that upon the Closing the Co-Investor shall pay the Initial Investor (or its designee(s) the ticking and commitment fees under the Debt Commitment Letters, in each case in the amounts set forth on Schedule II, relating to an aggregate principal amount of US$45 million in debt that the lenders under the Debt Commitment Letter previously committed to provide to the Initial Investor under the Debt Commitment Letters.

5.5.2. Post-Closing Expenses. Following the Closing and subject to the obligation of each Investor which is deemed a Participating Seller in an Exit Sale to pay expenses incurred by the Investors' Representative in connection with such Exit Sale pursuant to Section 4.6.2, each Investor agrees to reimburse the Investors' Representative or its affiliates or representatives for its *pro rata* portion (based on the number of Company Common Shares then held by such Investor) of all third-party, out-of-pocket fees, costs and expenses (and all out-of-pocket portfolio monitoring expenses not otherwise reimbursed by the Company) incurred by the Investors' Representative or its affiliates in connection with managing the investment of the Investors in the Equity Securities of the Company or any of the actions or transactions contemplated by this Agreement; provided, that the Investors' Representative shall notify and seek the consent of the Co-Investor (such consent not to be unreasonably withheld) prior to incurring any single expense or series of related expenses in excess of US$200,000; provided, further, that, notwithstanding the above proviso, any expenses incurred by the Investors' Representative or its applicable affiliates or representatives arising out of or in connection with any actual or potential Indian tax liability (or the enforcement of the related indemnity set forth in Section 4.02 of the Share Purchase Agreement) or any Exit Sale (including pursuant to any registered or other securities offering) shall not require the consent of the Co-Investor. The Investors' Representative shall provide the Investors

with reasonably prompt updates on its anticipated and incurred expenses. Except as described in this Section 5.5 or otherwise set forth herein, each party to this Agreement shall pay its own expenses incurred in connection with this Agreement and the Share Purchase.

5.5.3. Joint Advisors. Any benefits or other amounts received by or reimbursed to any Investor from any advisor in connection with any matter with respect to which the Investors have shared the fees and expenses of such advisor pursuant to this Agreement will be shared among the Investors (with any amounts being shared *pro rata* based on the respective amounts such Investors have contributed in respect of such fees and expenses); provided, that no Investor will be entitled to rely on or be an addressee of any reports or opinions (including legal opinions and fairness opinions) delivered by any advisor in connection with any matter with respect to which such Investor has shared the fees and expenses unless such advisor has been engaged by such Investor (or the Investors' Representative on behalf of such Investor); *provided*, *further*, that the Investors' Representative will use commercially reasonable efforts to engage such advisor to act on behalf of all of the Investors in connection with such matter, except in cases where there are or could reasonably be expected to be conflicts of interest among the Investors.

5.6. Sponsor Fees. Any sponsor management fees received from the Company by any Investor or any Affiliate of an Investor in connection with the Share Purchase shall be shared *pro rata* by the Investors based on ownership of Company Common Shares. The following shall not be deemed to be sponsor management fees under this Section 5.6: (i) reimbursement for any reasonable out-of-pocket expenses incurred by the Sponsor and its affiliates in monitoring the investment in the Company, (ii) director expenses, and (iii) fees owed in connection with arm's length transactions between the Company and the Sponsor's affiliated or associated portfolio companies. Any director fees paid to the directors appointed by the Investors in excess of those fees paid to the Company's independent directors shall be shared *pro rata* based on ownership of Company Common Shares among all the Investors.

5.7. Confidentiality. Each Investor agrees that it will keep confidential and will not disclose, divulge or use for any purpose, other than to monitor its investment in the Company and its subsidiaries, any confidential information obtained from the Investors' Representative, any other Investor or the Company and its subsidiaries, unless such confidential information (i) is known or becomes known to the public in general (other than as a result of a breach of this Section 5.7 by such Investor or its Affiliates), (ii) is or has been independently developed or conceived by such Investor without use of the Company's, the Investors' Representative's or any other Investor's confidential information or (iii) is or has been made known or disclosed to such Investor by a third party (other than an Affiliate of such Investor) without a breach of any obligation of confidentiality such third party may have to an Investor, the Investors' Representative or the Company that is known to such Investor; provided, however, that an Investor may disclose confidential information (a) to its attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company, (b) to any prospective purchaser of any Equity Securities in the Company from such Investor as long as such prospective purchaser agrees to be bound by the provisions of this Section 5.7, (c) to any Affiliate, partner or member of such

Investor in the ordinary course of business, or (d) as may otherwise be required by law, provided that such Investor takes reasonable steps to minimize the extent of any such required disclosure; and provided, further, however, that the acts and omissions of any Person to whom such Investor may disclose confidential information pursuant to clauses (a) through (c) of the preceding proviso shall be attributable to such Investor for purposes of determining such Investor's compliance with this Section 5.7.

5.8. Public Announcements. Except as may be required by applicable Law, the Co-Investor shall consult in good faith with Investors' Representative and incorporate any reasonable comments provided by Investors' Representative, and the Glory Investors and the Investors' Representative shall consult in good faith with Co-Investor and incorporate any reasonable comments provided by Co-Investor prior to any such party issuing any press release or other public statements or disclosures with respect to the Share Purchase or this Agreement. No Investor shall issue any such press release or make any such public statement or disclosure prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange, in which such event each Investor shall, to the extent practicable and legally permissible, first provide reasonable prior notice to the non-disclosing Investor and in such circumstance each Investor shall further use reasonable efforts to seek confidential treatment of such information disclosed.

5.9. Further Assurances. Subject to the terms and conditions of this Agreement, each party hereto shall use its commercially reasonable efforts to do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement.

5.10. Conduct of the Investors' Representative. The Investors' Representative shall, on the terms and subject to the conditions set forth herein, perform its obligations hereunder in good faith.

6. REMEDIES; INDEMNITY

6.1. Generally. The parties acknowledge and agree that in the event of any breach of this Agreement, in addition to any other remedies which may be available, each of the parties hereto shall be entitled to specific performance of the obligations of the other parties hereto and, in addition, to such other equitable remedies (including preliminary or temporary relief) as may be appropriate in the circumstances.

6.2. Exculpation; Indemnity. The Investors' Representative shall not be held liable by any of the Investors for actions or omissions in exercising or failing to exercise all or any of the power and authority of the Investors' Representative pursuant to this Agreement (including in its capacity as Investors' Representative (as defined in the Shareholder Agreement) under the Shareholder Agreement), except in the case of the Investors' Representative's gross negligence, bad faith or willful misconduct. The Investors' Representative shall be entitled to rely on the advice of qualified and internationally recognized counsel, public accountants or other independent experts that it reasonably determines to be experienced in the matter at issue,

and will not be liable to any Investor for any action taken or omitted to be taken in good faith in reliance on and in accordance with such advice; provided that the selection, appointment and supervision of such counsel, public accountants or other independent experts does not constitute gross negligence, bad faith or willful misconduct of the Investors' Representative. The Investors will severally and not jointly indemnify (each in proportion to such Investor's respective Company Common Share ownership divided by the total number of Company Common Shares owned by all Investors) the Investors' Representative from any losses arising out of its serving as the Investors' Representative hereunder (including in its capacity as Investors' Representative (as defined in the Shareholder Agreement) under the Shareholder Agreement), except for losses arising out of or caused by the Investors' Representative's gross negligence, bad faith or willful misconduct. The Investors' Representative is serving in its capacity as such solely for purposes of administrative convenience, and is not personally liable in such capacity for any of the obligations of the Investors hereunder, and each Investor agrees that it will not look to the personal assets of the Investors' Representative for the satisfaction of any obligations to be performed by the Investors hereunder.

7. AMENDMENT, TERMINATION

7.1. Amendment. This Agreement may be amended, modified, extended or terminated, and the provisions hereof may be waived, only by an agreement in writing signed by each Investor.

7.2. Termination Prior to Closing. Except where expressly noted otherwise in the last sentence of Section 1, this Agreement shall become effective on the Closing. Prior to Closing, this agreement may be terminated upon mutual agreement by the parties or shall automatically terminate with no further action required on the part of any party hereto if the Closing does not occur due to the termination of the Share Purchase Agreement and the abandonment of the Share Purchase, whereupon, in each case, this Agreement shall terminate, become null and void and have no force or effect whatsoever.

7.3. Termination Following the Closing. This Agreement shall be terminated upon the earlier of:

7.3.1. such date as may be mutually agreed to in writing by the Investors;

7.3.2. the termination of the Shareholder Agreement;

7.3.3. the liquidation and winding up of the Company;

7.3.4. the sale of all of the Company Common Shares held directly or indirectly by the Investors;

7.3.5. the written election of the Co-Investor upon the bad faith or willful misconduct of the Glory Investors or the Investors' Representative under this Agreement, or a material breach of this Agreement by the Glory Investors or the Investors' Representative which remains uncured for 25 days following receipt of notice from the Co-Investor thereof; and

7.3.6. the written election of the Investors' Representative upon the bad faith or willful misconduct of the Co-Investor under this Agreement, or a material breach of this Agreement by the Co-Investor which remains uncured for 25 days following receipt of notice from the Co-Investor thereof.

provided, that no termination of this Agreement pursuant to this Section 7.3 shall affect the right of any party to recover damages or collect indemnification for any breach of the representations, warranties or covenants herein that occurred prior to such termination; and provided, further that notwithstanding any termination of this Agreement pursuant to Section 7.3, (i) the Investors' rights and obligations under Section 5.5.2 and Section 5.5.3 shall continue with respect to any fees, costs and expenses incurred prior to such termination and with respect to any other amounts received by or reimbursed to any Investor following such termination from any advisor with respect to any matter with respect to which the Investors have shared the fees, costs and expenses of any advisor prior to such termination) and (ii) the Investors' Representative shall retain the indemnification and exculpation rights pursuant to Section 6 for actions undertaken in such capacity prior to such termination.

8. DEFINITIONS

For purposes of this Agreement:

8.1. Interpretations. The headings contained in this Agreement and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any terms used herein but not otherwise defined herein shall have the meaning as defined in the Shareholder Agreement. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The word "will" shall be construed to have the same meaning as the word "shall". The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The word "or" shall not be exclusive. The phrase "date hereof" or "date of this Agreement" shall be deemed to refer to October 25, 2012. Unless the context requires otherwise (i) any definition of or reference to any contract, instrument or other document or any Law herein shall be construed as referring to such contract, instrument or other document or Law as from time to time amended, supplemented or otherwise modified, (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (iv) all references herein to Articles and Sections shall be construed to refer to Articles and Sections of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

8.2. Definitions. (a) As used in this Agreement, the following terms will have the following meanings:

"13D Group" means any group of Persons formed for the purpose of acquiring, holding, voting or disposing of Voting Securities of the Company that would be required under Section 13(d) of the Exchange Act to file a statement on Schedule 13D with the SEC as a "person" within the meaning of Section 13(d)(3) of the Exchange Act.

An "Affiliate" of any Person means another Person that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person. The Company and its subsidiaries shall be deemed not to be Affiliates of any Investor for any reason under this Agreement. As used in this Agreement, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or other interests, by contract or otherwise.

"business day" shall mean any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City of New York, New York, USA, or the Republic of India.

"Covered Transaction" has the meaning ascribed to it in the Shareholder Agreement.

"Debt Commitment Letters" means the executed commitment letters dated August 1, 2012 from JPMorgan Chase Bank, N.A., London Branch and Morgan Stanley Bank, N.A. to provide approximately $300 million in debt financing to some or all of the Glory Investors in connection with the Share Purchase, as the same may be amended from time to time.

"Demand Offering" has the meaning ascribed to it in the Shareholder Agreement.

"Effective Date" has the meaning ascribed to it in the Shareholder Agreement.

"Encumbrance" means any security interest, pledge, mortgage, lien or other material encumbrance, except for any restrictions arising under any applicable securities Laws.

"Equity Securities" of any Person means (i) any common shares or other Voting Securities, (ii) any options, warrants, convertible or exchangeable securities, stock-based performance units or other rights to acquire common shares or other Voting Securities or (iii) any other rights that give the holder thereof any economic interest of a nature accruing to the holders of common shares or other Voting Securities; provided that, notwithstanding anything to the contrary set forth in this definition, shares of open-end investment companies (mutual funds), closed-end investment companies, exchange-traded funds and similar securities shall be deemed not to be "Equity Securities" so long as any Investor or such Investor's Affiliates do not control such company or fund, as applicable.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"Financing Default Event" has the meaning ascribed to it in the Shareholder Agreement.

"Governmental Entity" any transnational, national, federal, state, provincial, local or other government, domestic or foreign, or any court of competent jurisdiction, administrative

agency or commission or other governmental authority or instrumentality, domestic or foreign, or any national securities exchange or national quotation system on which securities issued by the Company or any of its subsidiaries are listed or quoted.

"Indemnity Claim" means any claim for indemnification of an Investor Indemnified Party under Section 4.02 of the Purchase Agreement.

"Indian Tax Claim" has the meaning ascribed to it in the Letter Agreement.

"Investor Credit Agreement" has the meaning ascribed to it in the Shareholder Agreement.

"Investor Director(s)" has the meaning ascribed to it in the Shareholder Agreement.

"Investor Nominees" has the meaning ascribed to it in the Shareholder Agreement.

"Investor Percentage Interest" means with respect to one or more Investors, as of any date of determination, the percentage represented by the quotient of (i) the number of votes entitled to be cast as of such date by Voting Securities of the Company that are owned by such Investor or Investors, and (ii) the number of votes entitled to be cast on such date by all outstanding Voting Securities of the Company.

"Investor Secured Parties" has the meaning ascribed to it in the Shareholder Agreement.

"Law" and "law" means any law, treaty, statute, ordinance, code, rule, regulation, judgment, decree, order, writ, award, injunction, authorization or determination enacted, entered, promulgated, enforced or issued by any Governmental Entity.

"Person" means any individual, firm, corporation, partnership, limited partnership, company, limited liability company, trust, joint venture, association, Governmental Entity, unincorporated organization, syndicate or other entity, foreign or domestic.

"Permitted Transferees" has the meaning ascribed to it in the Shareholder Agreement.

"Piggyback Offering" has the meaning ascribed to it in the Shareholder Agreement.

"Pre-emptive Acceptance Notice" has the meaning ascribed to it in the Shareholder Agreement.

"Pre-emptive Acceptance Period" has the meaning ascribed to it in the Shareholder Agreement.

"Pre-emptive Notice" has the meaning ascribed to it in the Shareholder Agreement.

"Pro Rata Share" has the meaning ascribed to it in the Shareholder Agreement.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

“Standstill Exception Amount” has the meaning ascribed to it in the Shareholder Agreement.

“Transfer” means, with respect to any security, any sale (including by means of a merger, scheme of arrangement or similar transaction), assignment, transfer, distribution or other disposition thereof, or other conveyance, creation, incurrence or assumption of a legal or beneficial interest therein, or a participation or Encumbrance therein, or creation of any short position in any such security or any other action or position otherwise reducing risk related to ownership through hedging or other derivative instrument, whether voluntarily or by operation of Law, whether in a single transaction or a series of related transactions and whether to a single Person or a 13D Group. The terms “Transferred”, “Transferring”, “Transferor”, “Transferee” and “Transferable” have meanings correlative to the foregoing.

“Voting Securities” of any Person means securities having the right to vote generally in any election of directors or comparable governing Persons of such Person.

(b) As used in this Agreement, the terms set forth below will have the meanings assigned in the corresponding Section listed below:

Term	Section
Agreement	Preamble
Assignment Agreement	Recitals
Company	Preamble
Closing	Recitals
Co-Investor	Preamble
Collateral Sale	4.2.3
Company Common Shares	Recitals
Debt Financing	5.2
Deed of Adherence	4.2.1
Drag Along Sale Percentage	4.5.1
Drag-Along Notice	4.5.2
Drag-Along Transaction	4.5.1
Exit Sale	4.3
Fundamental Seller Representations	2.4.2

Glory Investors	Preamble
Indemnity Control Rights	3.6.3
Initial Investor	Preamble
Investments B	Preamble
Investments IV	Preamble
Investments IV-B	Preamble
Investor Indemnified Parties	3.6.2
Investor Participation Notice	3.1
Investors	Preamble
Investors’ Representative	Preamble
Letter Agreement	2.2
Notice	3.6.2
NYSE	3.3.1
Participating Seller	4.6.1
Power of Attorney	2.1
Prospective Buyer	4.3
Registration Rights	3.2
RGIP	Preamble
SEC	3.3.1
Sellers	Recitals
Share Purchase	Recitals
Share Purchase Agreement	Recitals
Shareholder Agreement	Recitals
Sponsor	5.1
Tag-Along Offer	4.4.2

Tag-Along Sale Percentage	4.4.1.i.
Tag-Along Notice	4.4.1
Tag-Along Transaction	4.4.1
Transaction Filings	3.3.1
Transfer Percentage	4.2.3
Trigger Event	4.2.2

9. MISCELLANEOUS.

9.1. Authority: Effect. Each party hereto represents and warrants to and agrees with each other party that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized on behalf of such party and do not violate any agreement or other instrument applicable to such party or by which its assets are bound. This Agreement does not, and shall not be construed to, give rise to the creation of a partnership among any of the parties hereto, or to constitute any of such parties members of a joint venture or other association.

9.2. Notice. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery by hand, by e-mail or by registered or certified mail (postage prepaid, return receipt requested) or by recognized international courier service (with tracking and signature verification services) to the respective parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Investors’ Representative, to:

Glory Investments TA IV Limited
6th Floor Altima Building
Ebene Cybercity
Ebene, Mauritius
Attn: Christopher Pang
Email: cpang@baincapital.com

with a copy (which shall not constitute notice to the Investors’ Representative) to:

Bain Capital, LLC
John Hancock Tower
200 Clarendon Street
Boston, MA 02116
Attention: Kelly Henderson
Fax: (617) 516-2010
Email: khenderson@baincapital.com

with a copy (which shall not constitute notice to the Investors' Representative) to:

Ropes & Gray LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199-3600
Attention: R. Newcomb Stillwell, Esq.
William M. Shields, Esq.
Email: Newcomb.Stillwell@ropesgray.com
William.Shields@ropesgray.com

If to any Glory Investor, to:

Glory Investments A Limited
6th Floor Altima Building
Ebene Cybercity
Ebene, Mauritius
Attn: Christopher Pang
Email: cpang@baincapital.com

with a copy (which shall not constitute notice to any Glory Investor) to:

Bain Capital, LLC
John Hancock Tower
200 Clarendon Street
Boston, MA 02116
Attention: Kelly Henderson
Fax: (617) 516-2010
Email: khenderson@baincapital.com

with a copy (which shall not constitute notice to any Glory Investor) to:

Ropes & Gray LLP
Prudential Tower
800 Boylston Street
Boston, MA 02199-3600
Attention: R. Newcomb Stillwell, Esq.
William M. Shields, Esq.
Email: Newcomb.Stillwell@ropesgray.com
William.Shields@ropesgray.com

If to Co-Investor, to:

GIC Special Investments Pte Ltd.
168 Robinson Road #37-01
Capital Tower
Singapore 068912
Attention: Choo Yong Cheen
Email: chooyongcheen@gic.com.sg

with copy (which shall not constitute notice to the Co-Investor) to:

O'Melveny & Myers LLP
Raffles Place, #22-01/02 Republic Plaza,
Singapore 048619
Attention: David Makarechian, Esq.
Email: DMakarechian@omm.com

9.3. Binding Effect, Assignment, Etc. This Agreement, together with the Shareholder Agreement, the Share Purchase Agreement and the Assignment Agreement, constitute the entire agreement of the parties with respect to their subject matter, supersede all prior or contemporaneous oral or written agreements or discussions with respect to such subject matter and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. Except in connection with a Transfer of Equity Securities to a Permitted Transferee in accordance with the terms and conditions expressly provided herein, no Investor or other party hereto may assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of the other parties hereto, and any attempted assignment or delegation in violation of the foregoing shall be null and void.

9.4. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic image scan transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

9.5. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

9.6. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, each Investor covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner or member of the Investors' Representative, any Investor or of any Affiliate or assignee of any of

the foregoing, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of the Investors' Representative or any Investor or any current or future member of the Investors' Representative or any Investor or any current or future director, officer, employee, partner or member of the Investors' Representative, any Investor or of any Affiliate or assignee of any of the foregoing, as such, for any obligation of any Investor under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

9.7. Other Business Opportunities. To the fullest extent permitted by Law, the doctrine of corporate opportunity and any analogous doctrine shall not apply to the Investors' Representative, any Investor or any Investor Director. Each Investor renounces any interest or expectancy of such Investor in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to the Investors' Representative, any other Investor or any Investor Director. The Investors' Representative and each Investor and Investor Director who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company or another Investor shall not (i) have any duty to communicate or offer such opportunity to the Company or any other Investor and (ii) shall not be liable to the Company, any of its subsidiaries or to any other Investor because such Investor or Investor Director pursues or acquires for, or directs such opportunity to, itself or another person or does not communicate such opportunity or information to the Company or the other Investors.

9.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

9.9. Consent to Jurisdiction. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom), for the purpose of any proceeding arising out of or relating to this Agreement or the actions of the Investors or the Investors' Representative in the negotiation, administration, performance and enforcement thereof, and each of the parties hereby irrevocably agrees that all claims with respect to such proceeding may be heard and determined exclusively in any such court. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom) in the event any proceeding arises out of this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) irrevocably consents to the service of process in any proceeding arising out of or relating to this Agreement, on behalf of itself or its property, by registered or certified mail (postage prepaid, return receipt requested) or by recognized international courier service (with tracking and signature verification services) to such party's respective address set forth in Section 9.2 (provided that nothing in this Section 9.9

shall affect the right of any party to serve legal process in any other manner permitted by Law) and (iv) agrees that it will not bring any proceeding relating to this Agreement in any court other than the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom). Notwithstanding the foregoing, the parties hereto agree that a final trial court judgment in any such proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment.

9.10. No Third Party Beneficiaries or Other Rights. Other than Section 9.6 and Section 3.3.3, this Agreement is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any Person other than the parties to this Agreement and such successors and permitted assigns.

9.11. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any claim, suit, action, investigation or proceeding arising out of this Agreement. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any claim, suit, action, investigation or proceeding, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 9.11.

9.12. Exercise of Rights and Remedies. No delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission nor waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

9.13. Replacement of Investors' Representative. At any time after the Closing, with or without cause, by a written instrument that is signed in writing by Investors holding a majority of the total number of Company Common Shares then owned by all Investors and delivered to each other Investor, the Investors may remove and designate a successor Investors' Representative that is an affiliate of the Initial Investor. If the Investors' Representative shall at any time resign, then Investors holding a majority of the total number of Company Common Shares then owned by all Investors shall have the right to appoint another party to act as the replacement Investors' Representative who shall be an affiliate of the Initial Investor.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) under seal as of the date first above written.

INVESTORS:

GLORY INVESTMENTS A LIMITED

/s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

GLORY INVESTMENTS B LIMITED

/s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

GLORY INVESTMENTS IV LIMITED

/s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

GLORY INVESTMENTS IV-B LIMITED

/s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

RGIP, LLC

/s/ Ann L. Milner
Name: Ann L. Milner
Title: Managing Member

INVESTORS:

TWICKENHAM INVESTMENT PRIVATE LIMITED

/s/ Pankaj Sood
Name: Pankaj Sood
Title: Authorized Signatory

INVESTORS' REPRESENTATIVE

GLORY INVESTMENTS TA IV LIMITED

/s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

Signature Page to Investor Rights Agreement

Schedule I
Holdings of Shares

Investor	Shares Assigned/Retained
Glory Investments A Limited	16,022,978
Glory Investments B Limited	39,508,656
Glory Investments IV Limited	1,865,184
Glory Investments IV-B Limited	140,446
RGIP, LLC	50,812
Twickenham Investment Private Limited	10,162,602

Schedule II
Expenses

Exhibit A
Assignment Agreement

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment"), is entered into as of October [   ], 2012 by and between Glory Investments A Limited, a Mauritius public company limited by shares (the "Initial Investor"), Glory Investments B Limited, a Mauritius public company limited by shares ("Investments B"), Glory Investments IV Limited, a Mauritius private company limited by shares (the "Investments IV"), Glory Investments IV-B Limited, a Mauritius private company limited by shares (the "Investments IV-B"), RGIP, LLC, a Delaware limited liability company ("RGIP" and collectively with Investments B, Investments IV and Investments IV-B, the "Glory Assignees") and Twickenham Investment Private Limited, a private company limited by shares organized under the laws of the Republic of Singapore ("GIC" and collectively with the Glory Assignees, the "Assignees"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Share Purchase Agreement (as defined below).

WHEREAS, the Initial Investor is party to that certain Share Purchase Agreement dated August 1, 2012 (as such agreement has been or may be amended or modified pursuant to the terms thereof, the "Share Purchase Agreement"), by and among the Initial Investor and each of the shareholders of the Company listed on Exhibit A and Exhibit B thereto (the "Sellers");

WHEREAS, in connection with the execution of the Share Purchase Agreement, the Initial Investor and Sellers entered into that certain Letter Agreement (the "Letter Agreement"), dated August 1, 2012, setting forth certain indemnification procedures;

WHEREAS, pursuant to Section 5.07 of the Share Purchase Agreement and Section 3(c) of the Letter Agreement, the Buyer desires to assign to each Assignee the Initial Investor's right to purchase the number of Company Common Shares as set forth opposite such Assignee's name on Exhibit A hereto, together with all of the Initial Investor's rights under the Share Purchase Agreement and the Letter Agreement associated with the purchase of such Company Common Shares by such Assignee (including without limitation the Initial Investor's right to indemnification under Section 4.02 of the Share Purchase Agreement in connection with the purchase of such Company Common Shares);

WHEREAS, for the avoidance of doubt, the Initial Investor shall retain the right to purchase 16,022,978.00 Company Common Shares, together with all of the Initial Investor's rights under the Share Purchase Agreement and the Letter Agreement associated with the purchase of such Company Common Shares by the Initial Investor (including without limitation the Initial Investor's right to indemnification under Section 4.02 of the Share Purchase Agreement in connection with the purchase of such Company Common Shares); and

WHEREAS, each Assignee is a Permitted Transferee of the Initial Investor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment. Pursuant to Section 5.07 of the Share Purchase Agreement, the Initial Investor hereby assigns to each Assignee at the Closing the Initial Investor's right to purchase the number of Company Common Shares as set forth opposite such Assignee's name on Exhibit A hereto, together with all of the Initial Investor's rights under the Share Purchase Agreement and the Letter Agreement associated with the purchase of such Company Common Shares by such Assignee (including without limitation the Initial Investor's right to indemnification under Section 4.02 of the Share Purchase Agreement in connection with the purchase of such Company Common Shares) (the rights assigned to each Assignee, such Assignee's "Assigned Rights").

Assumption of Right to Purchase. Each Assignees hereby accepts at the Closing its Assigned Rights and hereby agrees to purchase, acquire and accept from the Sellers at the Closing the number of Company Common Shares as set forth opposite such Assignee's name on Exhibit A hereto upon the terms and conditions set forth in this Assignment and the Share Purchase Agreement.

Retention of Rights by the Initial Investor. For the avoidance of doubt, the Initial Investor retains the right to purchase 16,022,978.00 Company Common Shares upon the terms and conditions set forth in the Share Purchase Agreement, together with all of the Initial Investor's rights under the Share Purchase Agreement and the Letter Agreement associated with the purchase of such Company Common Shares by the Initial Investor (including without limitation the Initial Investor's right to indemnification under Section 4.02 of the Share Purchase Agreement in connection with the purchase of such Company Common Shares).

Power of Attorney. Each Assignee hereby acknowledges and agrees that (i) such Assignee has granted, pursuant to the Investor Agreement, dated as of the date hereof, by and among the parties hereto (as the same may be amended, modified or supplemented from time to time, the "Investor Agreement"), the Investors' Representative a power of attorney to exercise each of its Assigned Rights (other than the right to purchase the number of Company Common Shares set forth opposite such Assignee's name on Exhibit A hereto) on behalf of such Assignee, subject to and in accordance with the terms of the Investor Agreement, and (ii) such Assignee may not exercise any of its Assigned Rights (other than the right to purchase the number of Company Common Shares set forth opposite such Assignee's name on Exhibit A hereto) on its own behalf without the prior written consent of the Investors' Representative (as defined in the Investor Agreement) for so long as such power of attorney remains in effect.

Miscellaneous.

(a) Cooperation. The Assignees, upon the terms and subject to the conditions set forth in this Assignment and the Share Purchase Agreement, agree to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, as promptly as practicable all actions contemplated by this Assignment and the Share Purchase Agreement.

(b) Assignment; Amendment. Neither this Assignment nor any of the rights, interests or obligations under this Assignment shall be assigned, in whole or in part, by operation of law or otherwise by any of the Assignees without the prior written consent of the Initial Investor and

the Investors' Representative. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. This Assignment and its terms may not be changed, amended, waived, terminated, augmented, rescinded or discharged (other than in accordance with its terms), in whole or in part, except by a writing executed by the Initial Investor, the Investors' Representative and any Assignee whose rights or obligations hereunder are thereby being changed, amended, waived, terminated, augmented, rescinded or discharged. The failure of any party to this Assignment to assert any of its rights under this Assignment or otherwise shall not constitute a waiver of such rights.

(c) Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(d) Notices. All notices, requests, claims, demands and other communications under this Assignment shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery by hand, by E-mail or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the addresses specified in Section 9.2 of the Investor Agreement (or at such other address for a party as shall be specified by like notice).

(e) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

(f) Specific Enforcement. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Assignment were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Assignment and to enforce specifically the performance of the terms and provisions of this Assignment, in each case in any court referred to in Section 5(g) hereof, without proof of damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Assignment and, without such right, none of the parties would have entered into this Assignment.

(g) Jurisdiction. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and

any state appellate court therefrom), for the purpose of any Action arising out of or relating to this Assignment or the actions of any party hereto in the negotiation, administration, performance and enforcement thereof, and each of the parties hereby irrevocably agrees that all claims with respect to such Action may be heard and determined exclusively in any such court. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom) in the event any Action arises out of this Assignment, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) irrevocably consents to the service of process in any Action arising out of or relating to this Assignment, on behalf of itself or its property, by U.S. registered mail to such party's respective address set forth in Section 9.2 of the Investor Agreement (provided that nothing in this Section 5(g) shall affect the right of any party to serve legal process in any other manner permitted by Law) and (iv) agrees that it will not bring any Action relating to this Assignment in any court other than the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom). Notwithstanding the foregoing, the parties hereto agree that a final trial court judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment.

(h) Waiver of Jury Trial. **Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any Action arising out of this Assignment or the transactions contemplated hereby.** Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any Action, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 5(h).

(i) Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(j) No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any Person other than the parties to this Assignment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the date first above written.

Initial Investor:

GLORY INVESTMENTS A LIMITED

By: ______________________________
Name:
Title:

Assignees:

GLORY INVESTMENTS B LIMITED

By: ______________________________
Name:
Title:

GLORY INVESTMENTS IV LIMITED

By: ______________________________
Name:
Title:

GLORY INVESTMENTS IV-B LIMITED

By: ______________________________
Name:
Title:

RGIP, LLC

By: ______________________________
Name:
Title:

[Assignment Agreement Signature Page]

TWICKENHAM INVESTMENT PRIVATE LIMITED

By: ____________________________________

Name:

Title:

[Assignment Agreement Signature Page]

Exhibit A

Assignee	Company Common Shares
Glory Investments B Limited	39,508,656.00
Glory Investments IV Limited	1,865,184.00
Glory Investments IV-B Limited	140,446.00
RGIP, LLC	50,812.00
Twickenham Investment Private Limited	10,162,602.00

Exhibit B
Deed of Adherence

JOINDER AGREEMENT

This Joinder Agreement (this "Joinder Agreement") is made as of the date written below by the undersigned (the "Joining Party") in accordance with the Investor Agreement dated as of October 25, 2012 (as the same may be amended from time to time, the "Investor Agreement") among the parties thereto, as the same may be amended from time to time. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Investor Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to and an "Investor" under the Investor Agreement as of the date hereof and, without limiting the generality of the foregoing, shall be subject to the Investor Agreement and shall have all of the rights and obligations of an Investor thereunder as if it had executed the Investor Agreement. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Investor Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: ,

[NAME OF JOINING PARTY]

By: ____________________________________
Name:
Title:

Address for Notices:

AGREED ON THIS [ ] day of [ ], 20[ ]:

[INVESTORS' REPRESENTATIVE]

By: ____________________________________
Name:
Title:

Exhibit C

EXECUTION VERSION
CONFIDENTIAL

SHARE PURCHASE AGREEMENT

dated as of August 1, 2012,

among

SOUTH ASIA PRIVATE INVESTMENTS

and

THE SHAREHOLDERS LISTED ON EXHIBIT A AND EXHIBIT B

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Exhibits and Schedules:

Exhibit A	GA Sellers
Exhibit B	OH Sellers
Exhibit C	Form of Distributee Agreement
Exhibit D	Company Capitalization

SHARE PURCHASE AGREEMENT dated as of August 1, 2012 (this "Agreement"), among South Asia Private Investments, a Mauritius private company limited by shares (together with its successors and permitted assigns, the "Buyer"), each of the shareholders of Genpact Limited, an exempted limited company organized under the laws of Bermuda (the "Company"), listed on Exhibit A (the "GA Sellers") and each of the shareholders of the Company listed on Exhibit B (the "OH Sellers", and together with the GA Sellers, the "Sellers", and each a "Seller") for the purchase and sale of common shares, par value $0.01 per share, of the Company ("Company Common Shares").

WHEREAS, the Sellers are the beneficial and record owners of the number of Company Common Shares set out in the column headed "Shares Owned" opposite their respective names in Exhibit A and Exhibit B;

WHEREAS, each Seller desires to sell to the Buyer, and the Buyer desires to purchase from each Seller, the Shares (as defined in Section 1.01) upon the terms and subject to the conditions of this Agreement (the "Share Purchase");

WHEREAS, simultaneously with the execution of this Agreement, the Company and the Buyer are entering into (i) a letter agreement (the "Letter Agreement"), pursuant to which, among other things, the Company will (subject to certain conditions) agree to borrow from third parties unaffiliated with the Company or the Sellers (the "Third-Party Debt") and declare and pay a special dividend (the "Dividend") to all holders of the Company Common Shares as of a record date prior to the Closing (as defined in Section 1.02) (the "Record Date"), in an aggregate amount equal to $500,000,000, and (ii) a Shareholder Agreement (the "New Shareholder Agreement"), pursuant to which, among other things, the Company and the Buyer have established certain governance arrangements between the Company and the Buyer, as well as registration rights in favor of the Buyer, to become effective upon the Closing; and

WHEREAS, each Seller on the one hand and the Buyer on the other hand desire to make certain representations, warranties, covenants and agreements in connection with the Share Purchase and also to prescribe various conditions to the Share Purchase.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

SALE AND PURCHASE OF SHARES

Section 1.01 Purchase. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), each Seller shall sell, assign, transfer, convey and deliver, or cause the sale, assignment, transfer, conveyance and delivery, to the Buyer, and the Buyer shall purchase, acquire and accept from each Seller, free and clear of all pledges, liens, adverse claims, charges, mortgages, encumbrances and security interests of any kind or nature whatsoever (collectively, "Liens") (other than Liens

created by the Buyer) the number of Company Common Shares set out in the column headed "Shares to be Sold" opposite such Seller's name on Exhibit A or Exhibit B, as applicable (as the same may be adjusted pursuant to the following sentence, the "Shares"), in exchange for a payment in cash equal to $14.76 per share (the "Purchase Price"), without interest, deduction or withholding (but without prejudice to Section 1.05 or Section 4.02). Notwithstanding the foregoing, provided that the Buyer has complied with Section 4.03, if the amount of the Debt Financing actually funded at the Closing (net of any amounts required to be posted as cash collateral in accordance with the terms of the Debt Financing) is less than $300,000,000, the Buyer may reduce the aggregate number of Company Common Shares to be purchased, acquired and accepted pursuant to this Section 1.01 to the number of Company Common Shares as is equal to the quotient of (a) the Equity Commitment plus the amount of the Debt Financing that is actually funded at the Closing (net of any amounts required to be posted as cash collateral in accordance with the terms of the Debt Financing), divided by (b) the Purchase Price, and the aggregate number of Shares to be sold, assigned, transferred, conveyed or delivered by or at the direction of the Sellers pursuant to this Section 1.01 shall be allocated pro rata among the Sellers based on the number of Company Common Shares set out in the column headed "Shares to be Sold" opposite such Seller's name on Exhibit A or Exhibit B, as applicable.

Section 1.02 Closing. The closing of the Share Purchase (the "Closing") will take place at the offices of Paul, Weiss, Rifkind, Wharton and Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019. The Closing shall take place on the third business day following the satisfaction or waiver of each of the conditions set forth in Section 1.03 (other than conditions that by their nature are to be satisfied at the Closing), except that the Sellers and the Buyer shall each have the right by written notice to the other parties to postpone the date of the Closing up to the earlier of three business days prior to the Outside Date and October 31, 2012. The date on which the Closing occurs is referred to as the "Closing Date". At the Closing, (i) each Seller shall deliver or cause to be delivered to the Buyer all right, title and interest in and to such Seller's Shares (through delivery by electronic book entry form through the facilities of the Depository Trust Company), together with all documentation reasonably necessary to transfer to the Buyer all right, title and interest in and to such Seller's Shares and (ii) the Buyer shall pay to each Seller the Purchase Price in respect of such Seller's Shares in cash by wire transfer of immediately available funds in accordance with the wire transfer instructions previously provided by such Seller to the Buyer. At the request of the Buyer or any Seller, the transfer of such Seller's Shares shall be effected pursuant to an effective registration statement and/or on the NYSE; provided, that the transfer in such manner does not adversely affect the economic or legal position or risk of the non-requesting party(ies).

Section 1.03 Conditions.

(a) The obligations of each party to consummate the Share Purchase and to effectuate the Closing are subject to the satisfaction or waiver of the following conditions at the time of the Closing:

(i) no Judgment issued by any Governmental Entity of competent jurisdiction or Law or other legal prohibition (collectively, "Legal Restraints") preventing or prohibiting the consummation of the Share Purchase shall be in effect; provided that the party seeking to assert this condition shall have used its commercially reasonable efforts to prevent the entry of any such Legal Restraint and to appeal as promptly as possible any such Legal Restraint that may be entered;

(ii) this Agreement shall not have been terminated in accordance with its terms;

(iii) the waiting period under the HSR Act in respect of the Share Purchase shall have lapsed or been terminated and any other clearances required prior to Closing under Foreign Merger Control Laws shall have been received; and

(iv) the Third-Party Debt shall have been incurred on terms not materially less favorable, taken as a whole, than those contemplated by the Letter Agreement and the Dividend shall have been declared and paid.

(b) The obligations of the Buyer to consummate the Share Purchase and to effectuate the Closing are subject to the satisfaction or waiver of the following conditions at the time of the Closing:

(i) the representations and warranties of each Seller set forth in Article II shall be true and correct in all material respects at such time, except to the extent any such representation and warranty expressly relates to a specified date (in which case on and as of such specified date) and except for the representations and warranties set forth in Section 2.03, which shall be true and correct in all respects at such time (except for *de minimis* deviations);

(ii) each Seller shall have performed in all material respects all obligations to be performed by it as of such time under this Agreement;

(iii) each of the Sellers has obtained (and provided to the Buyer) a valid permanent account number under section 139A of the Indian Income Tax Act, 1961 (the "ITA") (unless the Buyer and Sellers agree that in view of a Governmental Clarification such numbers are clearly irrelevant);

(iv) except as disclosed in the Filed Company SEC Documents, since December 31, 2011, there shall not have been a Company Material Adverse Effect or a Material Discloseable Transaction;

(v) except as corrected by a subsequent Filed Company SEC Document, the Filed Company SEC Documents shall not contain any untrue statement of fact or omit to state any fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except for statements and/or omissions that, in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect;

(vi) the audited consolidated financial statements of the Company for the year ended December 31, 2011, and the unaudited quarterly financial statements of the Company for the quarter ended March 31, 2012 included in the Filed Company SEC Documents have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") (except, in the case of unaudited quarterly statements, as permitted by the rules and regulations of the SEC) and fairly present in all material respects the consolidated financial position of the Company and its consolidated subsidiaries as of the dates thereof and the consolidated results of operations and cash flows for the periods covered thereby (subject, in the case of unaudited quarterly statements, to normal year-end adjustments);

(vii) the capital structure of the Company, as at June 30, 2012, is as set forth on Exhibit D (except for *de minimis* deviations);

(viii) each of Mark F. Dzialga, Douglas M. Kaden, Denis J. Nayden and Gary Reiner (and any other director designated by any Seller) shall have resigned from the board of directors of the Company, effective as of the Closing;

(ix) there shall have been no announcement after the date hereof by a competent governmental authority of a nationalization of all or substantially all of the property of the Company;

(x) the Company or the NYSE shall not have announced after the date hereof a delisting of the Company Common Shares from the NYSE;

(xi) the closing price per share of the Company Common Shares on the NYSE shall not have been less than or equal to $5.50 on any day after the date hereof;

(xii) no suspension of trading specific to the Company Common Shares on the NYSE shall have occurred after the date hereof for more than three trading days;

(xiii) the 30th scheduled trading day (as determined pursuant to either Debt Commitment Letter) prior to the scheduled consummation after the date hereof of a Merger Event shall not have occurred;

(xiv) no Change of Control Transaction shall have occurred after the date hereof; and

(xv) if an event that if consummated or completed would result in a Change of Control Transaction has been announced after the date hereof, the fifth (5th) scheduled trading day (as determined pursuant to either Debt Commitment Letter) prior to the scheduled consummation of a Change of Control Transaction shall not have occurred.

(c) The obligations of each Seller to consummate the Share Purchase and to effectuate the Closing are subject to the satisfaction or waiver of the following conditions at the time of the Closing:

(i) the representations and warranties of the Buyer set forth in Article III shall be true and correct in all material respects at such time, except to the extent any such representation and warranty expressly relates to a specified date (in which case on and as of such specified date); and

(ii) the Buyer shall have performed in all material respects all obligations to be performed by it as of such time under this Agreement.

(d) For purposes of this Agreement:

(i) "Change of Control Transaction" is any event or transaction, or series of related events or transactions, the result of which a "person" or "group" becomes the "beneficial owner" of more than 50% of the Company's common equity (all within the meaning of Section 13(d) of the Securities Exchange Act of 1934 (as amended) and the rules promulgated thereunder).

(ii) "Company Material Adverse Effect" means any changes, events, effects or occurrences that, individually or in the aggregate, (i) have, or are reasonably likely to have, a material adverse effect on the business, assets, financial condition or results of operations of the Company and its subsidiaries, taken as a whole, or (ii) prevent or materially delay the consummation of the Share Purchase and the declaration and payment of the Dividend or the ability of the Company to perform its obligations under this Agreement in any material respect; provided, however, that none of the following shall be deemed either alone or in combination to constitute, and none of the following shall be taken into account in determining whether there has been a Company Material Adverse Effect: any change, event, effect or occurrence that results from or arises in connection with (A) general conditions in the industries in which the Company and its subsidiaries operate, (B) general economic or regulatory, legislative or political conditions or securities, credit, financial or other capital markets conditions (including changes generally in prevailing interest rates, currency exchange rates, credit markets and price levels or trading volumes), in each case in the United States, India or elsewhere in the world, (C) any change or prospective change in applicable Law or GAAP (or interpretation or enforcement thereof), (D) geopolitical conditions, the outbreak or escalation of hostilities, any acts of war, sabotage or terrorism, or any escalation or worsening of any such acts of war, sabotage or terrorism, (E) any hurricane, tornado, flood, volcano, earthquake or other natural or man-made disaster, (F) the failure, in and of itself, of the Company to meet any internal or published projections, forecasts, estimates

or predictions in respect of customers, revenues, earnings or other financial or operating metrics before, on or after the date of this Agreement, or changes or prospective changes in the market price or trading volume of the Company Common Shares or the credit rating of the Company (it being understood that the underlying facts giving rise or contributing to such failure or change may be taken into account in determining whether there has been a Company Material Adverse Effect if such facts are not otherwise excluded under this definition), (G) the announcement, pendency and consummation of the Share Purchase, the Dividend and the other transactions contemplated by this Agreement, and (H) the identity of, or any facts or circumstances relating to, the Buyer or its affiliates, except, in the case of clause (A), (B), (C), (D) or (E), to the extent that the Company and its subsidiaries, taken as a whole, are materially disproportionately affected thereby as compared with other participants in the industries in which the Company and its subsidiaries operate (in which case the incremental materially disproportionate impact or impacts may be taken into account in determining whether there has been a Company Material Adverse Effect).

(iii) "Filed Company SEC Documents" means the reports, schedules, forms, statements and other documents filed by the Company with, or furnished by the Company to, the SEC and publicly available prior to the date of this Agreement;

(iv) "Material Discloseable Transaction" means (a) any declaration, setting aside or payment of any dividend on, or making of any other distribution (whether in cash, stock or property) with respect to any capital stock of the Company (other than the Dividend), (b) any split, combination or reclassification of any capital stock of the Company or any issuance or the authorization of any issuance of any securities of the Company, other than the issuance of Company Common Stock or other securities pursuant to employee benefit plans, agreements or arrangements disclosed in the Filed Company SEC Documents or otherwise made available to the Buyer prior to the date hereof, (c) any incurrence or other assumption by the Company or any of its Subsidiaries of any indebtedness (other than the Third-Party Debt and indebtedness to refinance any indebtedness outstanding as of the date hereof) in an aggregate amount in excess of $25,000,000 (1) in respect of borrowed money or (2) evidenced by notes, bonds, debentures or other similar instrument, or (d) the entering into of any agreement by the Company or any of its Subsidiaries to do any of the foregoing (except for entering into credit facilities or other agreements that permit but do not require future incurrences of indebtedness);

(v) "Merger Event" means a (i) reclassification or change of the Company Common Shares that results in a transfer of or an irrevocable commitment to transfer all of the Company Common Shares outstanding to another Person, (ii) consolidation, amalgamation, merger or binding share exchange of the Company with or into another Person (other than a consolidation, amalgamation, merger or binding share exchange in which the Company is the continuing entity and which does not result in a reclassification or change of all of

the Company Common Shares), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any Person to purchase or otherwise obtain 100% of the outstanding Company Common Shares that results in a transfer of or an irrevocable commitment to transfer all such Company Common Shares (other than such Company Common Shares owned or controlled by such other Person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Company or its subsidiaries with or into another entity in which the Company is continuing entity and which does not result in a reclassification or change of all the Company Common Shares outstanding but results in the outstanding Company Common Shares (other than Company Common Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% of the outstanding Company Common Shares immediately following such event; and

(vi) "Person" means any individual, firm, corporation, partnership, limited partnership, company, limited liability company, trust, joint venture, association, Governmental Entity, unincorporated organization, syndicate or other entity, foreign or domestic; and

Section 1.04 Distribution of Shares. Each of the Sellers shall have the right, prior to the Closing Date, to distribute to all or a portion of its general or limited partners, shareholders or members, as the case may be, or its designated affiliate (each, a "Distributee"), all or any portion of the Shares held by such Seller, if (but only if) prior to such distribution each such Distributee of Shares executes and delivers an agreement, in the form attached as Exhibit C ("Distributee Agreement"), to sell such Shares to the Buyer on the Closing Date at the Purchase Price; provided that such distributions do not adversely affect the Buyer's or the Company's economic or legal position or risk. For the avoidance of doubt, (i) the obligations of each Distributee (if any) shall be solely as set forth in the Distributee Agreement to which it is a party, (ii) no Distributee shall as a result of receiving Shares in the distribution or entering into a Distributee Agreement assume any obligation or liability under or in respect of this Agreement, and (iii) no Seller shall as a result of distributing Shares as permitted by this Section 1.04 or causing its Distributee to enter into a Distributee Agreement be released from its obligations or liabilities under this Agreement.

Section 1.05 Compliance with Indian Law. At the Closing, the Sellers shall deliver to the Buyer (i) a copy of the opinion referred to in Section 2.06, addressed to the Buyer and dated the Closing Date (or within two business days prior thereto), or (ii) if for any reason (including but not limited to a Governmental Clarification) Nishith Desai Associates is unable or unwilling to reissue such opinion as of the Closing Date or believes that substantive changes thereto are required, a written opinion addressed to the Buyer, dated as of the Closing Date, from Nishith Desai Associates or of a leading international accounting firm (which firm is reasonably acceptable to the Buyer and the Sellers) either (x) that the Share Purchase should not give rise to any tax under the ITA, or any obligation on the part of the Buyer (or any affiliate thereof) to withhold any amount from the Purchase Price in respect of any such tax or (y) that as a result of an adverse Governmental Clarification the Share Purchase will give rise to such tax or

obligation, that the methodology used by the Sellers to determine such tax or obligation complies with Indian law (which methodology shall be provided to the Buyers), and that neither the Buyer nor any of its affiliates has any other obligation to withhold in respect of the Share Purchase. For the avoidance of doubt, if the opinion referenced in sub-clause (i) or (ii)(x) above is delivered, the Buyer shall not withhold any amounts from the Purchase Price at the Closing. If the opinion referenced in sub-clause (ii)(y) above is delivered, the Buyer shall withhold at the Closing from the Purchase Price the amount determined by the Sellers to be required to be withheld using the methodology supported by such opinion. If the Sellers do not deliver any of the above-referenced opinions at the Closing, the Buyer may withhold at the Closing from the Purchase Price the amount, if any, required by the ITA to be so withheld. To the extent that amounts are withheld pursuant to this Section 1.05, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Seller in respect of whom the withholding is made. "Government Clarification" means the issuance of rules or written clarification or written guidance by an Indian Governmental Entity of competent jurisdiction in relation to the matters set forth in Section 2.05 (a "Governmental Clarification").

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Each Seller, severally and not jointly, hereby makes the following representations and warranties to the Buyer as to itself, each of which is true and correct on the date hereof and the Closing Date and shall survive the Closing Date (but not the time of termination pursuant to Section 5.15 hereof):

Section 2.01 Power; Authorization; Enforceability.

(a) Each Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized (in the case of good standing, to the extent the concept is recognized by such jurisdiction).

(b) Each Seller has all requisite corporate (or similar) power and authority to execute and deliver this Agreement and to consummate the Share Purchase. The execution and delivery by each Seller of this Agreement and the consummation by it of the Share Purchase have been duly authorized by all necessary corporate (or similar) action on the part of such Seller. Neither the approval of this Agreement nor the consummation of the Share Purchase requires any approval of the shareholders of such Seller that has not been previously obtained. Each Seller has duly executed and delivered this Agreement and, assuming due authorization, execution and delivery by the other parties, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies, whether considered in a proceeding at law or in equity).

Section 2.02 No Conflicts; No Consents.

(a) The execution and delivery by each Seller of this Agreement does not, and the consummation of the Share Purchase and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancelation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of such Seller or any of its subsidiaries under, any provision of (i) the organizational documents of such Seller or any of such Seller's subsidiaries, (ii) any contract, lease, license, indenture, note, bond, agreement, concession, franchise or other binding instrument (a "Contract") to which such Seller or any of its subsidiaries is a party or by which any of their respective properties or assets is bound or (iii) subject to the filings and other matters referred to in Section 2.02(b), any judgment, order, injunction or decree ("Judgment") or statute, law, ordinance, rule or regulation ("Law") applicable to such Seller or any of its subsidiaries or their respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the ability of such Seller to perform its obligations under this Agreement.

(b) No consent, approval, license, permit, order or authorization ("Consent") of, or registration, declaration or filing with, or permit from, any national, federal, state, provincial, local or other government, domestic or foreign, or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a "Governmental Entity"), is required to be obtained or made by or with respect to such Seller or any of its subsidiaries in connection with the execution, delivery and performance of this Agreement or the consummation of the Share Purchase, other than (i) compliance with and filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act") and any competition, merger control, antitrust or similar law of any foreign jurisdictions (collectively, the "Foreign Merger Control Laws"), (ii) the filing with the Securities and Exchange Commission (the "SEC") of such reports under the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "Exchange Act")), as may be required in connection with the transactions contemplated by this Agreement and (iii) such other items that the failure of which to obtain or make would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the ability of such Seller to perform its obligations under this Agreement.

Section 2.03 Title to Shares. Each Seller is the beneficial and the sole record owner of and has good and valid title to such Seller's Shares, as applicable, and upon delivery to the Buyer of such Shares, against payment made pursuant to this Agreement, good and valid title to such Shares, free and clear of any Liens, will pass to the Buyer.

Section 2.04 Certain Arrangements. As of the date of this Agreement, except for (a) the Second Amended and Restated Shareholders Agreement, dated as of

June 6, 2011, (b) a letter agreement, dated as of the date hereof, between the Company and the Sellers, and (c) contracts relating to the provision of services on customary terms in the ordinary course of business of the Company and its subsidiaries, there are no contracts or commitments to enter into contracts between the Company or any of its subsidiaries, on the one hand, and such Seller or any of its affiliates, on the other hand. Since December 31, 2011, except for the Dividend, the transactions contemplated hereby, fees for service on the board of directors of the Company and reimbursement of expenses in connection therewith and transactions pursuant to the ordinary course contracts described in (c) above, neither the Company nor any of its subsidiaries has made any payments to or for the account of, or entered into any transactions with, such Seller or any of its affiliates.

Section 2.05 Tax. As of the date of this Agreement, the Sellers have delivered to the Buyer a written opinion addressed to the Sellers and the Buyer by leading Indian tax advisors that the Share Purchase will not give rise to any tax under the ITA, or any obligation on the part of the Buyer (or any affiliate thereof) to withhold any amount from the Purchase Price in respect of any such tax.

Section 2.06 Brokers and Other Advisors. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Share Purchase based upon arrangements made by or on behalf of the Buyer or any of its affiliates.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby makes the following representations and warranties to the Sellers, each of which is true and correct on the date hereof and the Closing Date and shall survive the Closing Date (but not the time of termination pursuant to Section 5.15 hereof):

Section 3.01 Power; Authorization; Enforceability.

(a) The Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized (in the case of good standing, to the extent the concept is recognized by such jurisdiction).

(b) The Buyer has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the Share Purchase. The execution and delivery by the Buyer of this Agreement and the consummation by it of the Share Purchase have been duly authorized by all necessary corporate action on the part of the Buyer. Neither the approval of this Agreement nor the consummation of the Share Purchase requires any approval of the shareholders of the Buyer that has not been previously obtained. The Buyer has duly executed and delivered this Agreement and, assuming due authorization, execution and delivery by the other parties, this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance

with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies, whether considered in a proceeding at law or in equity).

Section 3.02 No Conflicts; No Consents.

(a) The execution and delivery by the Buyer of this Agreement does not, and the consummation of the Share Purchase and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancelation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of the Buyer or any of its subsidiaries under, any provision of (i) the organizational documents of the Buyer or any of the Buyer's subsidiaries, (ii) any Contract to which the Buyer or any of its subsidiaries is a party or by which any of their respective properties or assets is bound or (iii) subject to the filings and other matters referred to in Section 3.02(b), any Judgment or Law applicable to the Buyer or any of its subsidiaries or their respective properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the ability of the Buyer to perform its obligations under this Agreement.

(b) No Consent of, or registration, declaration or filing with, or permit from, any Governmental Entity is required to be obtained or made by or with respect to the Buyer or any of its subsidiaries in connection with the execution, delivery and performance of this Agreement or the consummation of the Share Purchase, other than (i) compliance with and filings under the HSR Act and any Foreign Merger Control Law, (ii) the filing with the SEC of such reports under the Exchange Act as may be required in connection with the transactions contemplated by this Agreement and (iii) such other items that the failure of which to obtain or make would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the ability of the Buyer to perform its obligations under this Agreement.

Section 3.03 Equity and Debt Commitments. The Buyer has delivered to the Sellers true and complete copies of an executed commitment letter (the "Equity Commitment Letter") from Bain Capital Fund X, L.P. and Bain Capital Asia Fund II, L.P. (together, the "Bain Entities") to make an equity investment in the Buyer, subject to the terms and conditions therein (including third party beneficiary rights for the Sellers), in cash in the aggregate amount set forth therein (the "Equity Commitment"). The Buyer has also delivered to the Sellers true and complete copies of executed commitment letters (collectively, the "Debt Commitment Letters") from JPMorgan Chase Bank, N.A., London Branch and Morgan Stanley Bank, N.A. (in each of their capacities as agent, arranger and lender thereunder, and including their respective affiliates and permitted assigns in such capacities, the "Lenders") to provide an aggregate of $300,000,000 in debt financing for the Share Purchase, subject to the terms and conditions therein (the "Debt Financing"). As of the date of this Agreement, neither the Equity Commitment Letter nor the Debt Commitment Letters has been amended or modified, no such

amendment or modification is contemplated, and none of the obligations and commitments contained in such letters have been withdrawn, terminated or rescinded in any respect. The funding provided by the Equity Commitment Letter, together with the funding to be provided by the Debt Financing, will be sufficient for the Buyer to satisfy its obligations under Section 1.01 and to pay all related fees and expenses of the Buyer. The Equity Commitment Letter is (x) a legal, valid and binding obligation, (y) enforceable in accordance with its terms (except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Laws of general applicability relating to or affecting creditors' rights, or by principles governing the availability of equitable remedies, whether considered in a proceeding at law or in equity) and (z) in full force and effect. As of the date of this Agreement, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default or breach on the part of the Buyer or the Bain Entities under the Equity Commitment Letter or the Debt Commitment Letters. As of the date of this Agreement, the Buyer does not have any reason to believe that it or the Bain Entities will be unable to satisfy on a timely basis any term or condition of the Equity Commitment Letter or the Debt Commitment Letters required to be satisfied by it, that the conditions thereof will not otherwise be satisfied or that the full amount of the Equity Commitment and the Debt Financing will not be available on the Closing Date. The only conditions precedent or other contingencies related to the obligations of the Bain Entities to fund the full amount of the Equity Commitment are those expressly set forth in the Equity Commitment Letter. The only conditions precedent or other contingencies related to the obligations of the providers of the Debt Financing to fund the full amount of the Debt Financing are those set forth in the Debt Commitment Letters. As of the date of this Agreement, there are no side letters or other Contracts or arrangements to which the Buyer or any of its affiliates is a party related to the Equity Commitment or the Debt Commitment Letters other than as expressly contained or referenced in the Equity Commitment Letter or the Debt Commitment Letters and delivered to the Buyer prior to the date of this Agreement.

Section 3.04 Brokers and Other Advisors. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Share Purchase based upon arrangements made by or on behalf of the Buyer or any of their affiliates.

ARTICLE IV

COVENANTS AND INDEMNITY

Section 4.01 Commercially Reasonable Efforts; Notification.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, as promptly as practicable the Share Purchase, including (i) the obtaining of all necessary actions or non-actions, waivers and Consents from, the making

of all necessary registrations, declarations and filings with and the taking of all reasonable steps as may be necessary to avoid a proceeding by any Governmental Entity with respect to this Agreement or the Share Purchase, (ii) the defending or contesting of any proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Share Purchase, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed and (iii) the execution and delivery of any additional instruments necessary to consummate the Share Purchase and to fully carry out the purposes of this Agreement.

(b) The Buyer and the Sellers shall, in consultation and cooperation with the other and as promptly as practicable (but in no event later than fifteen business days after the date of this Agreement, subject to reasonably adequate cooperation by the Company with the Buyer and the Sellers in connection with such filings), file (i) with the United States Federal Trade Commission (the "FTC") and the United States Department of Justice (the "DOJ") the notification and report form, if any, required under the HSR Act for the Share Purchase and (ii) all appropriate filings required under any Foreign Merger Control Law. Any such filings shall be in substantial compliance with the requirements of the HSR Act or the applicable Foreign Merger Control Law, as the case may be. Each of the Buyer and the Sellers shall (i) furnish to the other party such necessary information and reasonable assistance as the other party may request in connection with its preparation of any filing or submission which is necessary under the HSR Act or any Foreign Merger Control Law, (ii) give the other party reasonable prior notice of any such filings or submissions and, to the extent reasonably practicable, of any communication with, and any inquiries or requests for additional information from, the FTC, the DOJ and any other Governmental Entity regarding the Share Purchase, and permit the other party to review and discuss in advance, and consider in good faith the views of, and secure the participation of, the other party in connection with, any such filings, submissions, communications, inquiries or requests, (iii) unless prohibited by applicable Law or by the applicable Governmental Entity, and to the extent reasonably practicable, (A) not participate in or attend any meeting, or engage in any substantive conversation, with any Governmental Entity in respect of the Share Purchase without the other party, (B) give the other party reasonable prior notice of any such meeting or conversation, (C) in the event one party is prohibited by applicable Law or by the applicable Governmental Entity from participating in or attending any such meeting or engaging in any such conversation, keep such party apprised with respect thereto, (D) cooperate in the filing of any substantive memoranda, white papers, filings, correspondence or other written communications explaining or defending this Agreement or the Share Purchase, articulating any regulatory or competitive argument or responding to requests or objections made by any Governmental Entity and (E) furnish the other party with copies of all filings, submissions, correspondence and communications (and memoranda setting forth the substance thereof) between it and its affiliates and their respective representatives, on the one hand, and any Governmental Entity or members of any Governmental Entity's staff, on the other hand, with respect to this Agreement or the Share Purchase and (iv) comply with any inquiry or request from the FTC, the DOJ or any other Governmental Entity as promptly as reasonably practicable. Any such additional information shall be in substantial compliance with the requirements of the HSR Act or the applicable Foreign Merger Control Law, as the case may be. The Buyer

agrees not to extend, directly or indirectly, any waiting period under the HSR Act or any Foreign Merger Control Law or enter into any agreement with a Governmental Entity to delay or not to consummate the Share Purchase, except with the prior written consent of the Sellers, which consent may be withheld in their sole discretion. Notwithstanding anything to the contrary set forth herein, none of the parties hereto shall be required to disclose to any of the other parties any of its respective "4(c) documents," as such term is commonly understood.

(c) If a Governmental Clarification states or implies, in the Sellers' reasonable determination, that the Share Purchase should be structured or effected or documented in a particular manner in order more clearly to comply fully with the terms of such Governmental Clarification, at the Sellers' request the parties will discuss in good faith any pre-Closing modifications or adjustments reasonably proposed by the Sellers in order to ensure such full compliance and following such discussions shall agree upon such pre-Closing modifications to such matters as are necessary, provided that such modifications do not adversely affect the Buyer's or the Company's economic or legal position or risk.

Section 4.02 Indemnification by the Sellers. The GA Sellers (jointly and severally among the GA Sellers only) and the OH Sellers (jointly and severally among the OH Sellers only) shall indemnify the Buyer, its equity holders and affiliates and their respective directors, officers, employees, equity holders, affiliates and representatives (collectively, the "Buyer Indemnified Parties") against, and hold the Buyer and the other Buyer Indemnified Parties harmless from, (i) any and all claims by an Indian Governmental Entity that Buyer or any other Buyer Indemnified Party should have withheld any portion of the Purchase Price paid to such Sellers (or any of their assigns or Distributees), (ii) all liabilities under the ITA incurred or alleged to be incurred by Buyer or any other Buyer Indemnified Party in connection with amounts payable to such Sellers (or any of their assigns or Distributees) pursuant to the Share Purchase and (iii) all liabilities, costs, expenses (including reasonable attorneys' fees and expenses) and damages (including interest and penalties) arising out of or relating to any such claim or liability or any suit, action or other proceeding relating thereto (an "Indian Tax Claim"). If and to the extent permitted by law, any payment under this Section 4.02 shall be treated by the parties as an adjustment to the Purchase Price for U.S. income tax purposes.

Section 4.03 Sellers' Financing. The Buyer shall use its commercially reasonable efforts to cause the Debt Financing an aggregate amount of $300,000,000 to be available at Closing in accordance with the terms of the Debt Commitment Letters and any definitive financing documents entered into in connection therewith in accordance with such terms (it being understood that the Buyer shall not effect a Discretionary Reduction (as defined in the Debt Commitment Letters) without the prior written consent of the Sellers). For the avoidance of doubt, the foregoing shall not require the Buyer to pay any fees, provide for any credit support (including guarantees or collateral) or agree to any increase in the interest rate or other amounts payable applicable to the Debt Financing, in each case other than as required by the Debt Commitment Letters (and any fee letter referenced therein).

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Directors. Each GA Seller shall promptly take all appropriate action to cause each of Mark F. Dzialga and Gary Reiner (and any other director designated by any GA Seller) and each OH Seller shall take all appropriate action to cause each of Douglas M. Kaden and Denis J. Nayden (and any other director designated by any OH Seller) to resign from the board of directors of the Company conditioned upon and effective as of the Closing.

Section 5.02 Notice. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery by hand, by E-mail or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to the Buyer, to:

South Asia Private Investments
6th Floor Altima Building
Ebene Cybercity
Ebene, Mauritius

Attention: Christopher Pang
Fax: (+230) 464-7373
E-mail: cpang@baincapital.com

with a copy to:

Bain Capital, LLC
John Hancock Tower
200 Clarendon Street
Boston, MA 02116
Attention: Kelly Henderson
Fax: (617) 516-2010
Email: khenderson@baincapital.com

with a copy to:

Ropes & Gray LLP
Prudential Tower, 800 Boylston Street
Boston, MA 02199-3600
Attention: R. Newcomb Stillwell, Esq.
William M. Shields, Esq.
Fax: (617) 951-7050
Email: Newcomb.Stillwell@ropesgray.com
William.Shields@ropesgray.com

(b) if to the GA Sellers, to:

c/o General Atlantic Service Corporation
Park Avenue Plaza
55 East 52nd Street, 32nd Floor
New York, NY 10055
Attention: Christopher G. Lanning, Esq.
Fax: (212) 759-5708
Email: clanning@generalatlantic.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
Alder Castle
10 Noble Street
London EC2V 7JU
United Kingdom
Attention: David K. Lakhdhir, Esq.
Fax: 44-20-7367-1650
Email: dlakhdhir@paulweiss.com

(c) (c) if to the OH Sellers, to:

c/o Oak Hill Capital Management, Inc.
65 East 55th Street, 32nd Floor
New York, NY 10022
Attention: John R. Monsky, Esq.
Fax: (212) 527-8450
Email: jmonsky@oakhillcapital.com

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
Alder Castle
10 Noble Street
London EC2V 7JU
United Kingdom
Attention: David K. Lakhdhir, Esq.
Fax: 44-20-7367-1650
Email: dlakhdhir@paulweiss.com

Section 5.03 Interpretation. The headings contained in this Agreement and in the table of contents to this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any terms used in

any certificate or other document made or delivered pursuant hereto but not otherwise defined therein shall have the meaning as defined in this Agreement. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The word "will" shall be construed to have the same meaning as the word "shall". The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if". The word "or" shall not be exclusive. The phrase "date hereof" or "date of this Agreement" shall be deemed to refer to August 1, 2012. Unless the context requires otherwise (i) any definition of or reference to any Contract, instrument or other document or any Law herein shall be construed as referring to such Contract, instrument or other document or Law as from time to time amended, supplemented or otherwise modified, (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (iv) all references herein to Articles and Sections shall be construed to refer to Articles and Sections of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 5.04 Public Announcements; Confidentiality. Each Seller, on the one hand, and the Buyer, on the other hand, shall consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or other public statements or disclosures with respect to the Share Purchase, and shall not issue any such press release or make any such public statement or disclosure prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange. The parties agree that the initial press release to be issued with respect to the Share Purchase shall be in the form heretofore agreed by the parties.

Section 5.05 Expenses. All fees and expenses incurred in connection with the Share Purchase shall be paid by the party incurring such fees or expenses, whether or not the Share Purchase is consummated. For the avoidance of doubt, any incremental expense associated with a request pursuant to the last sentence of Section 1.02 shall be for the account of the requesting party.

Section 5.06 Seller Obligations. The obligations of the GA Sellers hereunder shall be joint and several among the GA Sellers only, and the obligations of the OH Sellers hereunder shall be joint and several among the OH Sellers only. The Buyer acknowledges that each of the GA Sellers is a separate and distinct legal entity from each other GA Seller, with different ultimate investors and different corporate or other governance, and that each of the OH Sellers is a separate and distinct legal entity from each other OH Seller, with different ultimate investors and different corporate or other governance.

Section 5.07 Assignment; Binding Agreement. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the parties without the prior written consent of the other parties, except that (i) any of the Sellers may assign its rights (and, subject to the proviso to this sub-clause (i) and the provisos to both sub-clauses (i) and (ii) of this sentence, obligations) to any of its affiliates to whom it has also transferred all or a portion of its Shares, provided that (x) such affiliate agrees to become a Seller of such Shares hereunder and to be bound by all of the obligations of a Seller hereunder and (y) such assignment does not adversely affect the Buyer's economic or legal position or risk and (ii) Buyer may assign its rights (and, subject to the provisos to both sub-clauses (i) and (ii) of this sentence, obligations) to any Person that is or becomes a Permitted Transferee (as defined in the New Shareholder Agreement); provided, that any such assignment of obligations shall only be permitted if the Buyer (in the case of an assignment by a Seller) or the Sellers (in the case of an assignment by the Buyer) would not be adversely affected thereby; provided, further, that none of the Sellers or the Buyer shall be released from any of its obligations as a result of any such assignment of obligations without the prior written consent of the other parties, such consent not to be unreasonably withheld. In addition, without the consent of any other party and notwithstanding anything to the contrary set forth herein, the Buyer may grant powers of attorney, only operative upon an event of default under the definitive documents in respect of the Debt Financing, to providers of debt financing under the Debt Financing to act on behalf of the Buyer. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 5.08 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic image scan transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 5.10 Specific Enforcement; Jurisdiction.

(a) The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement and each Seller shall be entitled to specific performance to cause the Buyer to draw down the Equity Commitments in accordance with the terms of the Equity Commitment Letter and to cause the Guarantor to fund such Equity Commitments in accordance with the terms of

the Equity Commitment Letter to pay the Purchase Price and consummate the Share Purchase, in each case in any court referred to in Section 5.10(b), without proof of damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and, without such right, none of the parties would have entered into this Agreement. To the extent any party hereto brings any Action (as defined below) to enforce specifically the performance of the terms and provisions of this Agreement when expressly available to such party pursuant to the terms of this Agreement, the Outside Date (as defined below) shall automatically be extended by (i) the amount of time during which such Action is pending, plus twenty (20) business days, or (ii) such other time period established by the court presiding over such Action. As used herein, "Action" means any action, claim, charge, complaint, inquiry, investigation, examination, hearing, petition, suit, arbitration, mediation or other proceeding, in each case before any Governmental Entity, in law or in equity.

(b) Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom), for the purpose of any Action arising out of or relating to this Agreement or the actions of Sellers or the Buyer in the negotiation, administration, performance and enforcement thereof, and each of the parties hereby irrevocably agrees that all claims with respect to such Action may be heard and determined exclusively in any such court. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom) in the event any Action arises out of this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) irrevocably consents to the service of process in any Action arising out of or relating to this Agreement, on behalf of itself or its property, by U.S. registered mail to such party's respective address set forth in Section 5.02 (provided that nothing in this Section 5.10(b) shall affect the right of any party to serve legal process in any other manner permitted by Law) and (iv) agrees that it will not bring any Action relating to this Agreement in any court other than the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom). Notwithstanding the foregoing, the parties hereto agree that a final trial court judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment.

(c) Each of the parties hereto (i) agrees that New York State or the United States Federal courts sitting in the borough of Manhattan, New York City, shall have exclusive jurisdiction over any action brought against any Lender or any of their respective former, current or future officers, directors, managers, employees, agents and other representatives and affiliates (collectively, the "Debt Financing Parties") under the Debt Commitment Letters in connection with the transactions contemplated by this Agreement, (ii) hereby submits for itself and its property with respect to any such action to the exclusive jurisdiction of such court, (iii) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such action in any such court and (iv) agrees that it will not, and will not permit any of its affiliates to, bring or support anyone else in bringing any such action in any other court.

Section 5.11 No Third Party Beneficiaries or Other Rights. This Agreement is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any Person other than the parties to this Agreement and such successors and permitted assigns, except, in each case, that the Buyer Indemnified Parties are express third party beneficiaries of Section 4.02 and the Lenders are express third party beneficiaries of Sections 5.09, 5.10(c), 5.16 and 5.17.

Section 5.12 Amendments; Waivers. This Agreement and its terms may not be changed, amended, waived, terminated, augmented, rescinded or discharged (other than in accordance with its terms), in whole or in part, except by a writing executed by the parties hereto. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 5.13 Further Assurances. Subject to the terms and conditions of this Agreement, each party hereto shall use its commercially reasonable efforts to do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the Share Purchase.

Section 5.14 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 5.15 Termination. This Agreement may be terminated at any time prior to the Closing Date:

(a) by mutual written consent of each party;

(b) by either the Buyer or the Sellers:

(i) if the Closing Date has not occurred on or before October 15, 2012, which date shall be extended until November 26, 2012 if the condition set forth in Section 1.03(a)(iii) shall not have been satisfied by October 15, 2012 (October 15, 2012, as the same may be extended pursuant to this Section 5.15(b)(i), the "Outside Date"), unless the failure to consummate the Share Purchase is the result of a material breach of this Agreement by the party seeking to terminate this Agreement;

(ii) if any Legal Restraint permanently preventing or prohibiting the Share Purchase shall be in effect and shall have become final and non-appealable; provided that the party seeking to terminate this Agreement pursuant to this clause (ii) shall have used its commercially reasonable efforts to prevent the entry of any such Legal Restraint and to appeal as promptly as possible any such Legal Restraint that may be entered; or

(c) by the Buyer, if any Seller breaches or fails to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of the conditions set forth in Section 1.03(b)(i) or (ii) and (ii) cannot be or has not been cured prior to the earlier of (x) 30 days after the giving of written notice to the Sellers of such breach and (y) the Outside Date (provided that the Buyer is not then in material breach of any representation, warranty or covenant contained in this Agreement); or

(d) by the Sellers, if the Buyer breaches or fails to perform any of its representations, warranties or covenants contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of the conditions set forth in Section 1.03(c)(i) or (ii) and (ii) has not been cured prior to the earlier of (x) 30 days after the giving of written notice to the Buyer of such breach and (y) the Outside Date (provided that none of the Sellers are then in material breach of any representation, warranty or covenant contained in this Agreement).

Section 5.16 Waiver of Jury Trial. **Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any Action arising out of this Agreement or the transactions contemplated hereby (including any proceeding involving the Lenders and any other Debt Financing Party under the Debt Commitment Letters).** Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any Action, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 5.16.

Section 5.17 No Recourse. Notwithstanding anything herein to the contrary, none of the Company, the Sellers, or any of their respective former, current or future officers, directors, managers, employees, agents and other representatives and affiliates shall have any rights or claims against any Lender or any other Debt Financing Party in connection with the Debt Financing or in any way relating to this Agreement or any of the transactions contemplated hereby, whether at law or in equity, in contract, in tort or otherwise; provided that this paragraph shall not be deemed to limit (i) the rights of the Buyer, any of its direct or indirect equity holders or any of its permitted assigns arising out of or in connection with the Debt Financing or (ii) the rights of any borrower or guarantor under the definitive documents in respect of the Debt Financing or arising out of or in connection with the Debt Financing.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, each Seller and the Buyer have duly executed this Agreement, all as of the date first written above.

South Asia Private Investments, as the Buyer

By: /s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

Signature Page to Share Purchase Agreement

GAP-W International, L.P., as a Seller,

By: General Atlantic GenPar (Bermuda), L.P., its General Partner

By: GAP (Bermuda) Limited, its General Partner

By: /s/ Thomas J. Murphy
Name: Thomas J. Murphy
Title: Vice President and Treasurer

General Atlantic Partners (Bermuda), L.P., as a Seller,

By: General Atlantic GenPar (Bermuda), L.P., its General Partner

By: GAP (Bermuda) Limited, its General Partner

By: /s/ Thomas J. Murphy
Name: Thomas J. Murphy
Title: Vice President and Treasurer

GapStar, LLC, as a Seller,

By: /s/ Thomas J. Murphy
Name: Thomas J. Murphy
Title: Vice President, Chief Financial Officer and Treasurer

Signature Page to Share Purchase Agreement

GAP Coinvestments III, LLC, as a Seller,

By: General Atlantic LLC, its Managing Member

By: /s/ Thomas J. Murphy
Name: Thomas J. Murphy
Title: Managing Director

GAP Coinvestments IV, LLC, as a Seller,

By: General Atlantic LLC, its Managing Member

By: /s/ Thomas J. Murphy
Name: Thomas J. Murphy
Title: Managing Director

GAPCO GmbH & CO. KG, as a Seller,

By: GAPCO Management GmbH, its General Partner

By: /s/ Thomas J. Murphy
Name: Thomas J. Murphy
Title: Procuration Officer

Signature Page to Share Purchase Agreement

Oak Hill Capital Partners (Bermuda), L.P., as a Seller

By: OHCP GenPar (Bermuda), L.P.
its general partner

By: OHCP MGP Partners (Bermuda), L.P.
its general partner

By: OHCP MGP (Bermuda), Ltd.
its general partner

By: /s/ Denis J. Nayden
Name: Denis J. Nayden

Oak Hill Capital Management Partners (Bermuda), L.P., as a Seller

By: OHCP GenPar (Bermuda), L.P.
its general partner

By: OHCP MGP Partners (Bermuda), L.P.
its general partner

By: OHCP MGP (Bermuda), Ltd.
its general partner

By: /s/ Denis J. Nayden
Name: Denis J. Nayden

Signature Page to Share Purchase Agreement

Oak Hill Capital Partners II (Cayman), L.P., as a Seller

By: OHCP GenPar II (Cayman), L.P.
its general partner

By: OHCP MGP Partners II (Cayman), L.P.
its general partner

By: OHCP MGP II (Cayman), Ltd.
its general partner

By: /s/ Denis J. Nayden
Name: Denis J. Nayden

Oak Hill Capital Management Partners II (Cayman), L.P., as a Seller

By: OHCP GenPar II (Cayman), L.P.
its general partner

By: OHCP MGP Partners II (Cayman), L.P.
its general partner

By: OHCP MGP II (Cayman), Ltd.
its general partner

By: /s/ Denis J. Nayden
Name: Denis J. Nayden

Signature Page to Share Purchase Agreement

Oak Hill Capital Partners II (Cayman II), L.P., as a Seller

By: OHCP GenPar II (Cayman), L.P.
its general partner

By: OHCP MGP Partners II (Cayman), L.P.
its general partner

By: OHCP MGP II (Cayman), Ltd.
its general partner

By: /s/ Denis J. Nayden
Name: Denis J. Nayden

Signature Page to Share Purchase Agreement

Exhibit A
to
Share Purchase Agreement

GA Sellers

GA Seller	Shares Owned	Shares to be Sold
GAP-W International, L.P.	9,533,222	7,210,704
General Atlantic Partners (Bermuda), L.P.	31,860,114	24,098,240
GapStar, LLC	559,829	423,441
GAP Coinvestments III, LLC	2,210,206	1,671,748
GAP Coinvestments IV, LLC	576,400	435,975
GAPCO GmbH & Co. KG	46,578	35,231

Exhibit B
to
Share Purchase Agreement

OH Sellers

OH Seller	Shares Owned	Shares to be Sold
Oak Hill Capital Partners (Bermuda), L.P.	10,234,381	7,741,044
Oak Hill Capital Management Partners (Bermuda), L.P.	262,420	198,488
Oak Hill Capital Partners II (Cayman), L.P.	28,293,946	21,400,874
Oak Hill Capital Management Partners II (Cayman), L.P.	1,038,082	785,181
Oak Hill Capital Partners II (Cayman II), L.P.	4,957,521	3,749,752

Exhibit C
to
Share Purchase Agreement

Form of Distributee Agreement

[—], 2012

Ladies and Gentlemen:

Reference is made to that certain Share Purchase Agreement dated as of August 1, 2012 (the "Share Purchase Agreement"), among South Asia Private Investments, a Mauritius private company limited by shares (together with its successors and permitted assigns, the "Buyer"), each of the shareholders of [G] Limited, an exempted limited company organized under the laws of Bermuda (the "Company"), listed on Exhibit A to the Share Purchase Agreement (the "GA Sellers") and each of the shareholders of the Company listed on Exhibit B to the Share Purchase Agreement (the "OH Sellers", and together with the GA Sellers, the "Sellers", and each a "Seller"), pursuant to which, among other things, Buyer has agreed to purchase 67,750,678 Company Common Shares (the "Share Purchase") from the Sellers. Capitalized terms used and not otherwise defined in this letter agreement shall have the meanings ascribed to them in the Share Purchase Agreement.

Pursuant to Section 1.04 of the Share Purchase Agreement, each Seller has the right, prior to the Closing Date, to distribute to all or a portion of its general or limited partners, shareholders or members, as the case may be, or its designated affiliate (each, a "Distributee"), all or any portion of the Shares held by such Seller (a "Distribution"). Pursuant to such provision, [*Insert Name of Distributing Seller*] (the "Distributing Seller") proposes to make a Distribution to the undersigned Distributee of [—] Shares. As a condition to such Distribution, the parties hereto hereby agree as follows:

Subject to the satisfaction or waiver of the conditions to Closing set forth in Section 1.03 of the Share Purchase Agreement, the undersigned Distributee agrees to sell [—] Shares to the Buyer on the Closing Date at the Purchase Price.

The obligations of the undersigned Distributee shall be solely those set forth in this letter agreement, the undersigned Distributee shall not as a result of receiving Shares in the distribution or entering into this letter agreement assume any obligation or liability under or in respect of the Share Purchase Agreement and the Distributing Seller shall not as a result of distributing Shares as permitted by the Share Purchase Agreement or causing the undersigned Distributee to enter into this letter agreement be released from its obligations or liabilities under the Share Purchase Agreement.

If the Share Purchase Agreement is terminated prior to the Closing, this letter agreement shall terminate without any further action of the parties hereto and shall become null and void and no party shall have any liability hereunder with respect to the provisions contained herein.

This letter agreement supersedes all prior agreements among the parties hereto with respect to its subject matter (other than the Share Purchase Agreement and any other documents referred to in this letter agreement) and constitutes (along with the Share Purchase Agreement and any other documents referred to in this letter agreement) a complete and exclusive statement of the terms of the agreement between the parties hereto with respect to its subject matter.

Other than the Buyer, which is an express third party beneficiary hereof, this letter agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any other Person.

The parties hereto hereby agree that Sections 5.03 (Interpretation), 5.08 (Counterparts), 5.09 (Governing Law), 5.10 (Specific Enforcement; Jurisdiction), 5.12 (Amendments; Waivers), 5.13 (Further Assurances), 5.14 (Severability), and 5.16 (Waiver of Jury Trial) of the Share Purchase Agreement apply to this letter agreement and such sections shall be deemed incorporated herein by reference, *mutatis mutandis*

[*Remainder of page intentionally blank; signature pages follow*]

IN WITNESS WHEREOF, the undersigned have duly executed this letter agreement, all as of the date first written above.

[—], as the Distributing Seller,

by

____

Name:
Title:

[—], as the Distributee

By ______________________________

Name:
Title:

Exhibit D
to
Share Purchase Agreement

Company Capitalization as of June 30, 2012

Authorized shares of Company Common Stock	500,000,000
Authorized shares of preferred stock	250,000,000
Shares of Company Common Stock issued and outstanding	222,997,072
Shares of Company Common Stock subject to outstanding options	13,068,592
Shares of Company Common Stock subject to outstanding Restricted Share Units	2,075,893
Shares of Company Common Stock subject to outstanding Performance Share Units	3,586,756
Shares of Company Common Stock subject to outstanding rights under the Employee Stock Purchase Plan	4,019,835
Shares of Company Common Stock reserved for issuance under equity compensation plans and the Employee Stock Purchase Plan	15,910,826
Shares of preferred stock issued and outstanding	0
Short term borrowing	$251,000,000
Long term borrowing (before considering debt amortization expenses)	$ 90,000,000

Exhibit D

Execution Copy

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment"), is entered into as of October 25, 2012 by and between Glory Investments A Limited, a Mauritius public company limited by shares (the "Initial Investor"), Glory Investments B Limited, a Mauritius public company limited by shares ("Investments B"), Glory Investments IV Limited, a Mauritius private company limited by shares (the "Investments IV"), Glory Investments IV-B Limited, a Mauritius private company limited by shares (the "Investments IV-B"), RGIP, LLC, a Delaware limited liability company ("RGIP" and collectively with Investments B, Investments IV and Investments IV-B, the "Glory Assignees") and Twickenham Investment Private Limited, a private company limited by shares organized under the laws of the Republic of Singapore ("GIC" and collectively with the Glory Assignees, the "Assignees"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Share Purchase Agreement (as defined below).

WHEREAS, the Initial Investor is party to that certain Share Purchase Agreement dated August 1, 2012 (as such agreement has been or may be amended or modified pursuant to the terms thereof, the "Share Purchase Agreement"), by and among the Initial Investor and each of the shareholders of the Company listed on Exhibit A and Exhibit B thereto (the "Sellers");

WHEREAS, in connection with the execution of the Share Purchase Agreement, the Initial Investor and Sellers entered into that certain Letter Agreement (the "Letter Agreement"), dated August 1, 2012, setting forth certain indemnification procedures;

WHEREAS, pursuant to Section 5.07 of the Share Purchase Agreement and Section 3(c) of the Letter Agreement, the Buyer desires to assign to each Assignee the Initial Investor's right to purchase the number of Company Common Shares as set forth opposite such Assignee's name on Exhibit A hereto, together with all of the Initial Investor's rights under the Share Purchase Agreement and the Letter Agreement associated with the purchase of such Company Common Shares by such Assignee (including without limitation the Initial Investor's right to indemnification under Section 4.02 of the Share Purchase Agreement in connection with the purchase of such Company Common Shares);

WHEREAS, for the avoidance of doubt, the Initial Investor shall retain the right to purchase 16,022,978.00 Company Common Shares, together with all of the Initial Investor's rights under the Share Purchase Agreement and the Letter Agreement associated with the purchase of such Company Common Shares by the Initial Investor (including without limitation the Initial Investor's right to indemnification under Section 4.02 of the Share Purchase Agreement in connection with the purchase of such Company Common Shares); and

WHEREAS, each Assignee is a Permitted Transferee of the Initial Investor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Pursuant to Section 5.07 of the Share Purchase Agreement, the Initial Investor hereby assigns to each Assignee at the Closing the Initial Investor's right to purchase the number of Company Common Shares as set forth opposite such Assignee's name on Exhibit A hereto, together with all of the Initial Investor's rights under the Share Purchase Agreement and the Letter Agreement associated with the purchase of such Company Common Shares by such Assignee (including without limitation the Initial Investor's right to indemnification under Section 4.02 of the Share Purchase Agreement in connection with the purchase of such Company Common Shares) (the rights assigned to each Assignee, such Assignee's "Assigned Rights").

2. Assumption of Right to Purchase. Each Assignees hereby accepts at the Closing its Assigned Rights and hereby agrees to purchase, acquire and accept from the Sellers at the Closing the number of Company Common Shares as set forth opposite such Assignee's name on Exhibit A hereto upon the terms and conditions set forth in this Assignment and the Share Purchase Agreement.

3. Retention of Rights by the Initial Investor. For the avoidance of doubt, the Initial Investor retains the right to purchase 16,022,978.00 Company Common Shares upon the terms and conditions set forth in the Share Purchase Agreement, together with all of the Initial Investor's rights under the Share Purchase Agreement and the Letter Agreement associated with the purchase of such Company Common Shares by the Initial Investor (including without limitation the Initial Investor's right to indemnification under Section 4.02 of the Share Purchase Agreement in connection with the purchase of such Company Common Shares).

4. Power of Attorney. Each Assignee hereby acknowledges and agrees that (i) such Assignee has granted, pursuant to the Investor Agreement, dated as of the date hereof, by and among the parties hereto (as the same may be amended, modified or supplemented from time to time, the "Investor Agreement"), the Investors' Representative a power of attorney to exercise each of its Assigned Rights (other than the right to purchase the number of Company Common Shares set forth opposite such Assignee's name on Exhibit A hereto) on behalf of such Assignee, subject to and in accordance with the terms of the Investor Agreement, and (ii) such Assignee may not exercise any of its Assigned Rights (other than the right to purchase the number of Company Common Shares set forth opposite such Assignee's name on Exhibit A hereto) on its own behalf without the prior written consent of the Investors' Representative (as defined in the Investor Agreement) for so long as such power of attorney remains in effect.

5. Miscellaneous.

(a) Cooperation. The Assignees, upon the terms and subject to the conditions set forth in this Assignment and the Share Purchase Agreement, agree to use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, as promptly as practicable all actions contemplated by this Assignment and the Share Purchase Agreement.

(b) Assignment; Amendment. Neither this Assignment nor any of the rights, interests or obligations under this Assignment shall be assigned, in whole or in part, by operation of law or otherwise by any of the Assignees without the prior written consent of the Initial Investor and the Investors' Representative. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. This Assignment and its terms may not be changed, amended, waived, terminated, augmented, rescinded or discharged (other than in accordance with its terms), in whole or in part, except by a writing executed by the Initial Investor, the Investors' Representative and any Assignee whose rights or obligations hereunder are thereby being changed, amended, waived, terminated, augmented, rescinded or discharged. The failure of any party to this Assignment to assert any of its rights under this Assignment or otherwise shall not constitute a waiver of such rights.

(c) Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(d) Notices. All notices, requests, claims, demands and other communications under this Assignment shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery by hand, by E-mail or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the addresses specified in Section 9.2 of the Investor Agreement (or at such other address for a party as shall be specified by like notice).

(e) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

(f) Specific Enforcement. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Assignment were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Assignment and to enforce specifically the performance of the terms and provisions of this Assignment, in each case in any court referred to in Section 5(g) hereof, without proof of damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy. Each of the parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Assignment and, without such right, none of the parties would have entered into this Assignment.

(g) Jurisdiction. Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom), for the purpose of any Action arising out of or relating to this Assignment or the actions of any party hereto in the negotiation, administration, performance and enforcement thereof, and each of the parties hereby irrevocably agrees that all claims with respect to such Action may be heard and determined exclusively in any such court. Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom) in the event any Action arises out of this Assignment, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) irrevocably consents to the service of process in any Action arising out of or relating to this Assignment, on behalf of itself or its property, by U.S. registered mail to such party's respective address set forth in Section 9.2 of the Investor Agreement (provided that nothing in this Section 5(g) shall affect the right of any party to serve legal process in any other manner permitted by Law) and (iv) agrees that it will not bring any Action relating to this Assignment in any court other than the United States District Court for the Southern District of New York and any Federal appellate court therefrom (or, if United States Federal jurisdiction is unavailable over a particular matter, the Supreme Court of the State of New York, New York County and any state appellate court therefrom). Notwithstanding the foregoing, the parties hereto agree that a final trial court judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law; provided, however, that nothing in the foregoing shall restrict any party's rights to seek any post-judgment relief regarding, or any appeal from, such final trial court judgment.

(h) Waiver of Jury Trial. **Each party hereto hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any Action arising out of this Assignment or the transactions contemplated hereby.** Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any Action, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 5(h).

(i) Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(j) No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any Person other than the parties to this Assignment.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Assignment has been executed by the parties hereto as of the date first above written.

Initial Investor:

GLORY INVESTMENTS A LIMITED

By: /s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

Assignees:

GLORY INVESTMENTS B LIMITED

By: /s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

GLORY INVESTMENTS IV LIMITED

By: /s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

GLORY INVESTMENTS IV-B LIMITED

By: /s/ Xie Fei Pang Wong Lin
Name: Xie Fei Pang Wong Lin
Title: Director

RGIP, LLC

[Assignment Agreement Signature Page]

By: /s/ Ann L. Milner
Name: Ann L. Milner
Title: Managing Member

TWICKENHAM INVESTMENT PRIVATE LIMITED

By: /s/ Pankaj Sood
Name: Pankaj Sood
Title: Authorized Signatory

[Assignment Agreement Signature Page]

Exhibit A

Assignee	Company Common Shares
Glory Investments B Limited	39,508,656.00
Glory Investments IV Limited	1,865,184.00
Glory Investments IV-B Limited	140,446.00
RGIP, LLC	50,812.00
Twickenham Investment Private Limited	10,162,602.00