



महाराष्ट्र MAHARASHTRA

2023

CF 525864



THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT TO THE OFFER AGREEMENT DATED DECEMBER 21, 2023 IS ENTERED INTO, AT MUMBAI ON MAY 7, 2024, AMONGST AWFIS SPACE SOLUTIONS LIMITED AND OTHERS

अनुसंधान - २/Annexure - 1

सुदृष्टि दि. 01 मई 2024 को जारी किया गया है - (Date)
(Series No. / Date)

दस्तावेज का विवरण
(Nature of the document)

दस्तावेज की प्रकृति का उल्लेख करें
(Specify the nature of the document)

प्राप्त करने वाले का नाम
(Proprietor's name in Hindi)

सुदृष्टि दि. 01 मई 2024 को जारी किया गया है - (Date)
(Stamp: Purchaser's Name & Date)

इसके माध्यम से जारी करने वाले का नाम, पता व पता
(If through other person then Name, Address & Signature)

दस्तावेज जारी करने वाले का नाम
(Name of the other party)

सुदृष्टि शुल्क राशि
(Stamp Duty Amount)

प्राप्त करने वाले का पता (पता)

सुदृष्टि दि. 01 मई 2024 को जारी किया गया है - (Date)

(जब कारणों से जारी किया गया है तो इसे जारी करने वाले का कारण बताकर सुदृष्टि शुल्क का उल्लेख करें व अधिसूचना जारी करने वाले का पता दें।)

1478

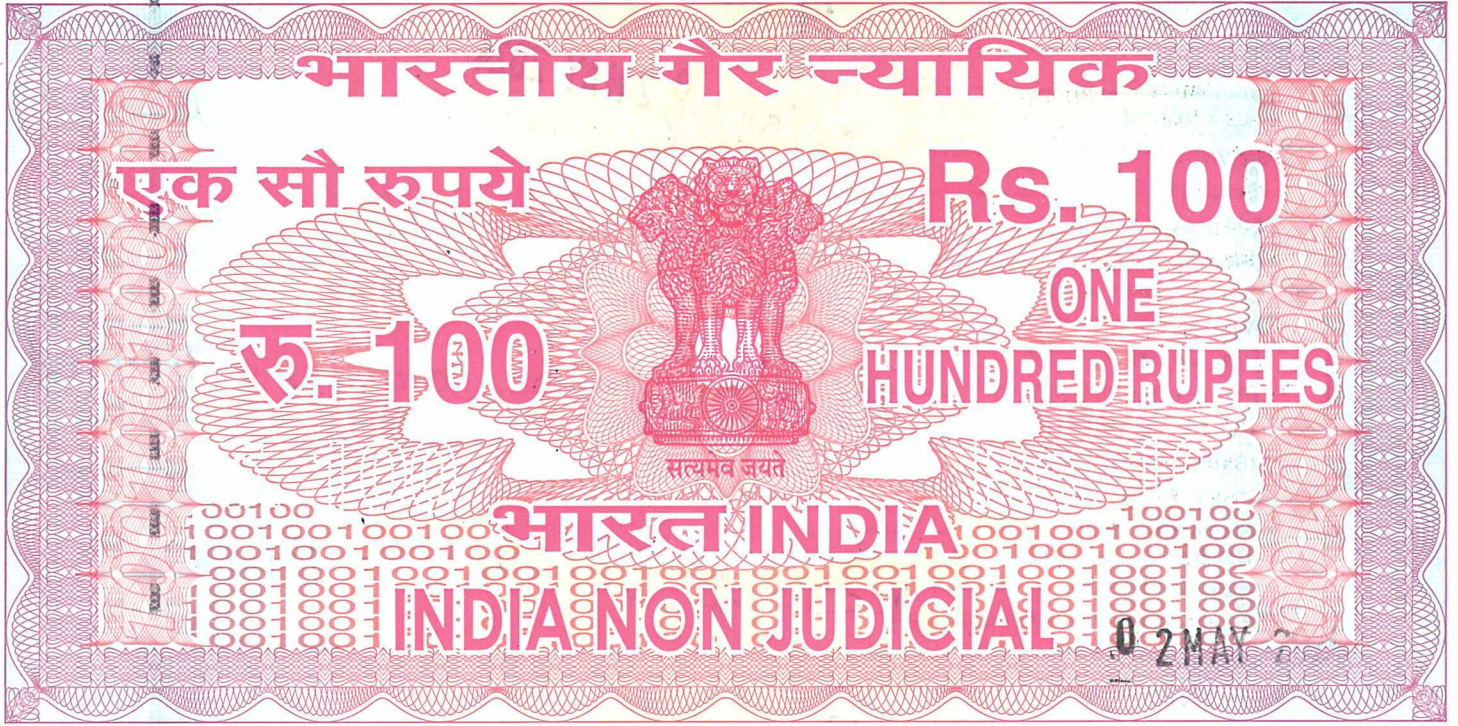
02 MAY 2024

02/05/24

Awfis Space

Solutions Ltd

ICICI Securities Ltd



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02/05/2024 02 MAY 2024

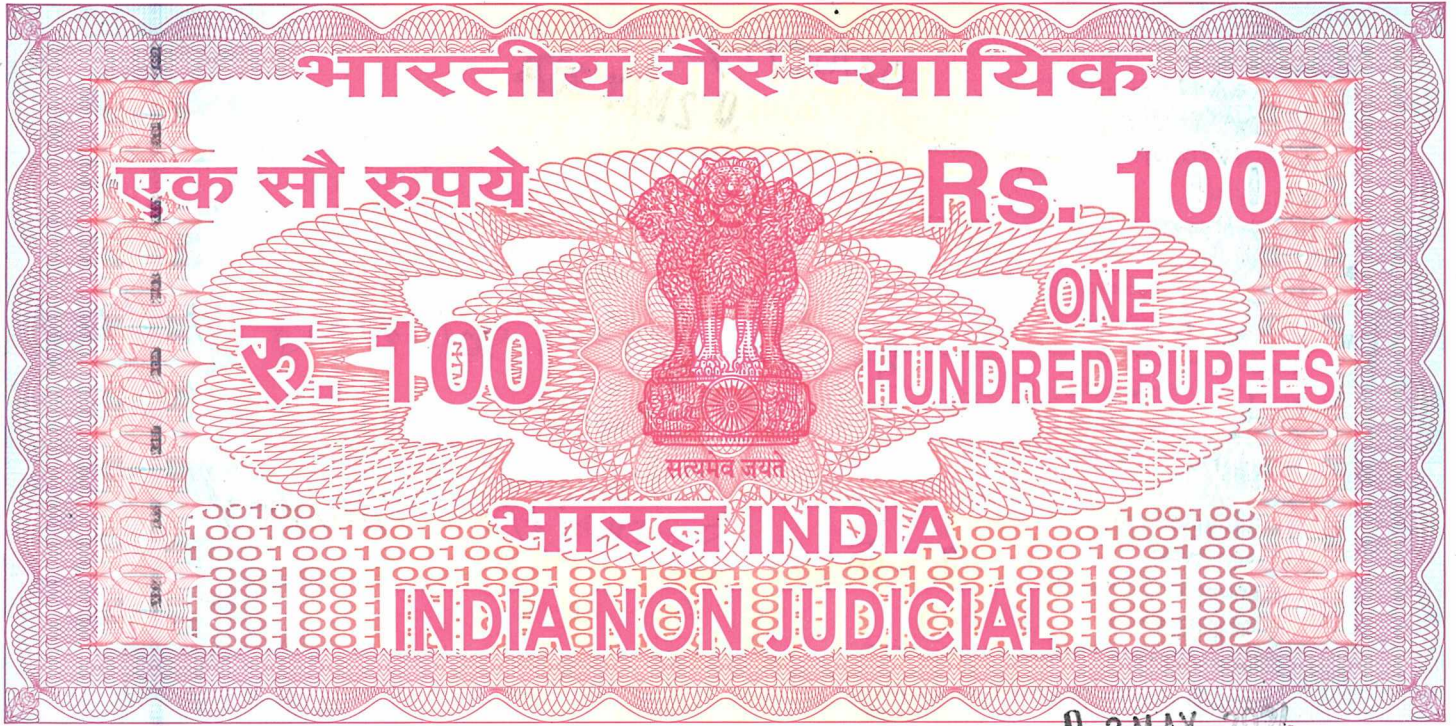
१. मुद्रिका क्रमांक / Serial No. / Date
 २. दस्तावेजाचे नाव / Name of document
 ३. दस्त्याचे नाव / Name of the person
 ४. निवास / Address
 (Firm Name / Company Name)
 मुद्रिका क्रमांक / Serial No.
 (Stamp / Seal)
 पत्ता / Address
 (Name of the person)
 (Name of the firm)
 (Stamp / Seal)
 दस्तावेजाचे नाव / Name of the document
 दस्त्याचे नाव / Name of the person
 मुद्रिका क्रमांक / Serial No.
 (Stamp / Seal)
 (Name of the person)
 (Name of the firm)
 (Stamp / Seal)

Aarj's space solutions limited

ICICI securities limited



(या पत्राचा वरील मुद्रिका क्रमांक / Serial No. / Date
 दस्तावेजाचे नाव / Name of the document
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 मुद्रिका क्रमांक / Serial No.
 (Stamp / Seal)
 पत्ता / Address
 (Name of the person)
 (Name of the firm)
 (Stamp / Seal)



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0 2 MAY 2024

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Sub-Treasury Office
Vasai
30 APR 2024
Addl. Treasury Officer

30/04/24

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1780

02/05/24

02 MAY 2024

सुरासि मिति नं. / Serial No. / Date

दस्तावेज नाम / Name of document

३ दस्तावेज को रद्द कर देना है? / (Whether it is to be rescinded?)

४ प्रपक्ष का पता / (Proprietor's address in short)

५ दस्तावेज के जारी करने वाले / (Stamp of the issuer's name & address)

हस्ताक्षर / (Signature)

६ (अन्य पक्ष का नाम) / (Name of the other party)

७ दस्तावेज जारी करने वाला / (Stamp duty amount)

८ दस्तावेज जारी करने वाले का पता / (Proprietor's address in short)

९ दस्तावेज जारी करने वाले का पता / (Proprietor's address in short)

१० दस्तावेज जारी करने वाले का पता / (Proprietor's address in short)

(ज्या कारण भी हो, उसे दस्तावेज को रद्द करने के लिए तब तक कार्यवाही न करें जब तक कि दस्तावेज जारी करने वाले को सूचित न किया जाय।)

Aastis space solutions limited

ICICT securities limited



DATED MAY 7, 2024

AMENDMENT TO THE OFFER AGREEMENT DATED DECEMBER 21, 2023

AMONGST

AWFIS SPACE SOLUTIONS LIMITED

AND

THE SELLING SHAREHOLDERS AS SET OUT IN ANNEXURE A

AND

ICICI SECURITIES LIMITED

AND

AXIS CAPITAL LIMITED

AND

IIFL SECURITIES LIMITED

AND

EMKAY GLOBAL FINANCIAL SERVICES LIMITED

This amendment agreement to the Offer Agreement dated December 21, 2023 (“**Amendment Agreement**”) is entered into, at Mumbai on May 7, 2024, amongst:

AWFIS SPACE SOLUTIONS LIMITED, a company incorporated under the Companies Act, 2013 and having its registered office at C-28-29, Kissan Bhawan, Qutab Institutional Area, New Delhi 110 016, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);

AND

PERSON WHOSE NAME IS SET OUT IN ANNEXURE A – PART A (hereinafter referred to as the “**Promoter Selling Shareholder**”, as the context may require, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);

AND

PERSONS WHOSE NAMES ARE SET OUT IN ANNEXURE A – PART B (hereinafter collectively referred to as the “**Other Selling Shareholders**” and individually as the “**Other Selling Shareholder**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);

AND

ICICI SECURITIES LIMITED, a company incorporated under the laws of India and having its registered office at ICICI Venture House, Appasaheb Marathe Marg, Prabhadevi, Mumbai 400 025 Maharashtra, India (hereinafter referred to as “**I-Sec**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);

AND

AXIS CAPITAL LIMITED, a company incorporated under the laws of India and having its registered office at 8th Floor, Axis House, C-2, Wadia International Centre, P.B. Marg, Worli, Mumbai 400 025, Maharashtra, India (hereinafter referred to as “**Axis**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);

AND

IIFL SECURITIES LIMITED, a company incorporated under the laws of India and having its office at 24th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel (West), Mumbai 400 013, Maharashtra, India (hereinafter referred to as “**IIFL**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns);

AND

EMKAY GLOBAL FINANCIAL SERVICES LIMITED, a company incorporated under the laws of India and having its registered office at 7th Floor, The Ruby, Senapati Bapat Marg, Dadar (West), Mumbai 400 028, Maharashtra, India (hereinafter referred to as “**Emkay**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its authorized representatives, successors and permitted assigns).

In this Agreement:

- (i) I-Sec, Axis, IIFL and Emkay are hereinafter collectively referred to as the “**Book Running Lead Managers**” or the “**BRLMs**”, and individually as a “**Book Running Lead Manager**” or a “**BRLM**”.

- (ii) the Promoter Selling Shareholder and the Other Selling Shareholders are collectively referred to as the “**Selling Shareholders**” and individually as “**Selling Shareholder**”; and
- (iii) the Company, the Selling Shareholders and the Book Running Lead Managers are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

1. The Company and the Selling Shareholders are proposing, subject to necessary approvals and market conditions, to undertake the Offer, in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, the Companies Act, 2013, and the rules made thereunder, each as amended and other applicable laws. In this regard, the Company has filed the draft red herring prospectus dated December 21, 2023 (“**DRHP**”) with the Securities and Exchange Board of India (the “**SEBI**”), the BSE Limited (the “**BSE**”) and the National Stock Exchange of India Limited (the “**NSE**” and collectively with BSE, the “**Stock Exchanges**”). The Company has received final observations from the SEBI through the letter bearing reference no. SEBI/CFD/DIL2/2024/14552/1 dated April 16, 2024 (“**Final Observations**”) and in-principle approvals for the Offer from BSE and NSE, each dated March 22, 2024.
2. The Company, the Selling Shareholders and the BRLMs had entered into the offer agreement dated December 21, 2023 (“**Offer Agreement**”) to engage the BRLMs to manage the Offer as the book running lead managers, and the BRLMs had accepted the engagement in terms of the Engagement Letters.
3. The Selling Shareholders have increased their portion of the Offered Shares, as follows: (i) Peak XV Partners Investments V has, by way of its consent letter dated May 7, 2024, revised its portion of the Offered Shares aggregating up to 6,615,586 Equity Shares; (ii) Bisque Limited has, by way of its consent letter dated May 7, 2024, revised its portion of the Offered Shares aggregating up to 5,594,912 Equity Shares; and (iii) Link Investment Trust has, by way of its consent letter dated May 7, 2024, revised its portion of the Offered Shares aggregating up to 85,201 Equity Shares, being offered as part of the Offer for Sale (“**Revised Offer**”).
4. Further, pursuant to Clause 15 (*Fees and Expenses*) of the Offer Agreement, the Company and the Selling Shareholders had agreed on the expenses sharing arrangement in relation to the Offer.
5. In light of the regulatory updates and the Final Observations, the Parties hereby agree to amend the Offer Agreement through this Amendment Agreement to amend Clause 15 (*Fees and Expenses*) of the Offer Agreement, the nomenclature in relation to Peak XV Partners Investments V and the Revised Offer.
6. Under Clause 21.1 of the Offer Agreement, no modification, alteration or amendment of the Offer Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties. Further, Clause 21.1 of the Offer Agreement as amended shall apply mutatis mutandis to this Amendment Agreement.

ACCORDINGLY the Parties hereby agree as follows:

1. AMENDMENTS

- 1.1 All references to the ‘Investor Promoter Selling Shareholder’ in relation to Peak XV Partners Investments V, in the Offer Agreement shall stand replaced with the ‘Promoter Selling Shareholder’.
- 1.2 After Clause 15.1 (*Fees and Expenses*) of the Offer Agreement, a new Clause 15.1A will be added as follows:

“It is hereby clarified that the Company and the Selling Shareholders will be liable for their respective portions of the Offer related expenses in accordance with Clause 15.1 above, to the

extent due and accrued, irrespective of whether the Offer is unsuccessful or abandoned or withdrawn or not completed for any other reason whatsoever.”

- 1.3 Clause 9.3(vii) (*Duties of the Book Running Lead Managers and Certain Acknowledgements*) of the Offer Agreement shall stand substituted with the following:

“completion of all documentation for the Offer, including the Offer Documents and the execution of certifications (including certifications and comfort letters from the statutory auditors of the Company and Subsidiary, in form and substance satisfactory to the BRLMs, within the rules of the code of professional ethics of the ICAI containing statements and information of the type ordinarily included in accountants’ “comfort letters” to the BRLMs with respect to the financial statements and certain other financial information contained in or incorporated by reference into the Offer Documents, each dated as of the date of (i) the Draft Red Herring Prospectus, (ii) the Red Herring Prospectus, (iii) the Prospectus, and (iv) allotment and transfer of the Equity Shares pursuant to the Offer; provided that each such letter delivered shall use a “cut-off date”, being upto five business days, as applicable, satisfactory to the BRLMs), undertakings, consents, legal opinions (including the opinion of counsel to the Company and to the Selling Shareholders, on such dates as the BRLMs shall request) and the Other Agreements, and where necessary, such agreements shall include provisions such as representations, warranties and undertakings, conditions as to closing of the Offer, force majeure, indemnity and contribution, in form and substance satisfactory to the Parties;”

- 1.4 Clause 21.1 (*Miscellaneous*) of the Offer Agreement shall stand substituted with the following:

“No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing duly executed by or on behalf of all the Parties hereto, provided that: (i) if the number of Equity Shares comprising part of the Fresh Issue changes between DRHP and RHP, in accordance with the terms of this Agreement, references in this Agreement to the number of Equity Shares proposed to be forming part of the Fresh Issue shall be deemed to have been revised on the execution by the Company of an updated authorization/consent letter, specifying the revised number of Equity Shares; (ii) if the number of Equity Shares offered for sale by any Selling Shareholder changes between DRHP and RHP, in accordance with the terms of this Agreement, references in this Agreement to the number of Equity Shares proposed to be sold by such Selling Shareholder, shall be deemed to have been revised on the execution by such Selling Shareholder of an updated authorization/consent letter, copied to the Company, specifying the revised number of Equity Shares, and the relevant terms of this Agreement, including the terms ‘Offer’, ‘Offer for Sale’ and ‘Offered Shares’, shall be construed accordingly.”

- 1.5 Annexure A of the Offer Agreement shall stand replaced with the **Annexure A**, as enclosed with this Amendment Agreement.

2. Miscellaneous

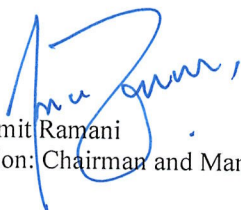
- 2.1 This Amendment Agreement, collectively with the Offer Agreement and the Engagement Letters, contains the whole agreement between the Parties relating to the transactions contemplated by the Offer Agreement and the Engagement Letters. Further, to the extent of any inconsistency, this Amendment Agreement shall prevail over the Offer Agreement and the Engagement Letters solely with respect to the matter set out in paragraph 1 of this Amendment Agreement.
- 2.2 Except to the extent expressly set out herein, this Amendment Agreement shall not amend any other provision of the Offer Agreement. This Amendment Agreement shall be read with and form part of the Offer Agreement.
- 2.3 Unless the context otherwise requires, all capitalized terms and expressions used but not defined in this Amendment Agreement shall have the meaning ascribed to such terms under the Offer Agreement. The rules of interpretation set out in Clause 1.2 of the Offer Agreement shall, unless the context otherwise requires, apply to this Amendment Agreement *mutatis mutandis*.

- 2.4 The provisions of Clause 12 (*Governing Law*) and Clause 21.5 of the Offer Agreement as amended shall apply *mutatis mutandis* to this Amendment Agreement.
- 2.5 This Amendment Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.
- 2.6 The Parties hereby consent to the disclosure of this Amendment Agreement, in part or in full, in the offer documents, along with making this Amendment Agreement available to the public for inspection as required under the applicable laws and for purposes of submission with the regulatory authorities, as applicable.
- 2.7 The delivery of signed counterparts by electronic mail in “portable document format (PDF)” shall be as effective as signing and delivering the counterpart in person. Each such counterpart when so executed and delivered shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

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

This signature page forms an integral part of the amendment agreement to the Offer Agreement entered into by and among the Company, the Selling Shareholders and each of the Book Running Lead Managers.

SIGNED FOR AND ON BEHALF OF AWFIS SPACE SOLUTIONS LIMITED



Name: Amit Ramani

Designation: Chairman and Managing Director

This signature page forms an integral part of the amendment agreement to the Offer Agreement entered into by and among the Company, the Selling Shareholders and each of the Book Running Lead Managers.

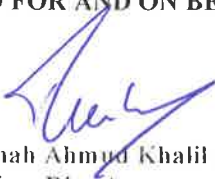
SIGNED FOR AND ON BEHALF OF PEAK XV PARTNERS INVESTMENTS V



Name: **Hemant Parsenora**
Designation: Director

This signature page forms an integral part of the amendment agreement to the Offer Agreement entered into by and among the Company, the Selling Shareholders and each of the Book Running Lead Managers.

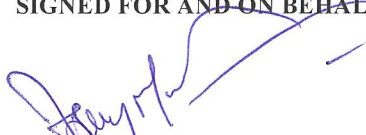
SIGNED FOR AND ON BEHALF OF BISQUE LIMITED



Name: Shah Ahmad Khalil Peerbocus
Designation: Director

This signature page forms an integral part of the amendment agreement to the Offer Agreement entered into by and among the Company, the Selling Shareholders and each of the Book Running Lead Managers.

SIGNED FOR AND ON BEHALF OF LINK INVESTMENT TRUST



Name: Ashley Menezes
Designation: Authorised signatory

This signature page forms an integral part of the amendment agreement to the Offer Agreement entered into by and among the Company, the Selling Shareholders and each of the Book Running Lead Managers.

SIGNED FOR AND ON BEHALF OF ICICI SECURITIES LIMITED

Sumit Singh



Name: Sumit Singh

Designation: Vice President

This signature page forms an integral part of the amendment agreement to the Offer Agreement entered into by and among the Company, the Selling Shareholders and each of the Book Running Lead Managers.

SIGNED FOR AND ON BEHALF OF AXIS CAPITAL LIMITED



Name: Pavan Naik

Designation: AVP – Investment Banking

This signature page forms an integral part of the amendment agreement to the Offer Agreement entered into by and among the Company, the Selling Shareholders and each of the Book Running Lead Managers.

SIGNED FOR AND ON BEHALF OF IIFL SECURITIES LIMITED

The image shows a handwritten signature in blue ink, which appears to be 'Yogesh Malpani'. To the right of the signature is a blue circular stamp. The stamp contains the text 'IIFL Securities Limited' around the perimeter and a small star symbol at the bottom.

Name: Yogesh Malpani
Designation: Assistant Vice President

This signature page forms an integral part of the amendment agreement to the Offer Agreement entered into by and among the Company, the Selling Shareholders and each of the Book Running Lead Managers.

SIGNED FOR AND ON BEHALF OF EMKAY GLOBAL FINANCIAL SERVICES LIMITED

Name: Pranav Nagar

Designation: AVP – Investment Banking

ANNEXURE A

Part A – Details of the Promoter Selling Shareholder

S. No.	Name, country of incorporation and address of the Promoter Selling Shareholder	Offered Shares	Date of the consent letter	Date of Board Resolution/ Authorisations
1.	Peak XV Partners Investments V, a body corporate incorporated under the laws of Mauritius and having its principal office at Apex House, Bank Street, TwentyEight, Cybercity, Ebene 72201, Republic of Mauritius	6,615,586	May 7, 2024	May 6, 2024

Part B – Details of the Other Selling Shareholders

S. No.	Name, country of incorporation and address of the Other Selling Shareholders	Maximum Offered Shares	Date of the consent letter	Date of Board Resolution/ Authorisations
1.	Bisque Limited, incorporated under the laws of Mauritius and having its office at Suite 504, 5 th floor, St. James Court, Port Louis, 11328, Mauritius	5,594,912	May 7, 2024	May 7, 2024
2.	Link Investment Trust, a trust created under the Indian Trusts Act, 1882, acting through its trustee, Vikas Srivastava, and having its office at Q-8, second Floor, Hauz Khas Enclave, New Delhi 110 016	85,201	May 7, 2024	May 6, 2024