

21. CERTIFICATE ON KEY PERFORMANCE INDICATORS

To,
The Board of Directors
Awfis Space Solutions Limited
C-28/29, Kissan Bhawan
Qutab Institutional Area
New Delhi 110016, India

Dear Sir/Ma'am,

Re: Proposed initial public offering of equity shares (the "Equity Shares") of Awfis Space Solutions Limited (the "Company" and such initial public offering, the "Offer")

We, N B T and Co, Chartered Accountants, have been informed that the Company proposes to file the red herring prospectus with the Registrar of Companies, Delhi and Haryana at New Delhi (the "**Registrar of Companies**" / "**RoC**"), the Securities and Exchange Board of India (the "**SEBI**"), BSE Limited and National Stock Exchange of India Limited (collectively, the "**Stock Exchanges**") (the "**RHP**") in accordance with the provisions of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended ("**SEBI ICDR Regulations**") and (i) proposes to file a Prospectus with the SEBI, the Stock Exchanges and the Registrar of Companies (the "**Prospectus**"); and (ii) issue any other documents or materials in relation to the Offer (such documents or materials collectively with the, RHP and Prospectus, the "**Offer Documents**").

In connection with the proposed Offer, the Company is required to obtain a report from an independent chartered accountant that holds a valid peer review certificate issued by the Peer Review Board of the Institute of Chartered Accountants of India (the "**ICAI**"), with regard to the key performance indicators as identified by the Company for the purposes of disclosure in the Offer Documents in accordance with the provisions of the SEBI ICDR Regulations.

The accompanying statement, containing details of GAAP measures, Non-GAAP financial measures and non-financial measures (part of financial reporting) as described in the Technical Guide on Disclosure and Reporting of key performance indicators in Offer Documents issued by the ICAI (the "**Technical Guide**") identified by the Company as of and for the nine month period ended December 31, 2023 and as of and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021 as per the requirement of Schedule VI, Part A (9)(K)(3) of the SEBI ICDR Regulations (the "**KPIs**", and such statement, the "**Statement**"), is prepared by the management of the Company, which we have initialled for identification purposes only.

Management's Responsibility for the Statement

The preparation of the accompanying Statement is the responsibility of the management of the Company. This responsibility includes designing, implementing, and maintaining adequate internal controls that were operating effectively and testing of such controls for ensuring the accuracy and completeness of information relating to the KPIs including such accounting records relevant to the preparation and presentation of the Statement, and applying an appropriate basis of preparation; and making estimates that are reasonable in the circumstances.

The Management is responsible for:

- (i) Identification, definition, completeness, accuracy, relevance, appropriateness and sufficiency of the KPIs included in the Statement;
- (ii) Providing access to the accounting and other records to us including information and explanations required for reporting on the KPIs;
- (iii) Maintenance of the accounting and other records in relation to point (a) and (b) above; and
- (iv) Compliance with the SEBI ICDR Regulations, the Technical Guide and other regulatory requirements.

Our Responsibility

Pursuant to the requirements of Schedule VI, Part A (9) (K) (3) of the SEBI ICDR Regulations, it is our responsibility to obtain reasonable assurance and conclude as to whether: (i) the financial details provided in the Statement are in agreement with the restated consolidated financial statements of the Company as of and for the nine month period ended December 31, 2023 and as of and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021, prepared in accordance with the Companies Act, 2013, as amended (the "**Companies Act**") and the Indian Accounting Standards (the "**Ind AS**") and restated in accordance with the the SEBI ICDR Regulations (the "**Restated Financial Statements**"), and/or the underlying books of account maintained by the

Company used for the purpose of preparation of the Restated Financial Statements; (ii) non-financial measures provided in the Statement are in agreement with the books of accounts and other relevant records maintained by the Company; and (iii) the KPIs (including their definitions) included in the Statement are mathematically accurate.

We have conducted our procedure in accordance with the “Guidance Note on “Engagements to Perform Agreed-upon Procedures regarding Financial Information” (“(SRS) 4400”) issued by the ICAI which requires that we comply with ethical requirements of the Code of Ethics issued by the ICAI. Accordingly, we confirm that we have complied with such Code of Ethics issued by the ICAI. We have also complied with the relevant applicable requirements of the Standard on Quality Control (SQC) 1, Quality Control for Firms that Perform Audits and Reviews of Historical Financial Information, and Other Assurance and Related Services Engagements. (SRS) 4400 is generally adopted to perform agreed upon procedures regarding financial information; however, this standard can also be used as a guide to perform agreed upon procedures regarding non-financial information.

We have performed the following procedures in relation to the Statement:

1. Obtained list of KPIs from the management and compared the specific components of the KPIs as mentioned in the Statement to source of the KPIs as maintained by management, which includes the Company’s books of accounts, and Restated Financial Statements maintained by the Company as described in the paragraph above;
2. Recomputed the mathematical accuracy of the KPIs included in the Statement, including verifying their definitions; and
3. Conducted relevant management inquiries and obtained necessary representations.

We have no responsibility to update this report for events and circumstances occurring after the respective dates of the reports on the financial statements mentioned in above.

We have no responsibility for identification, definition, completeness, relevance, appropriateness and sufficiency of the KPIs included in the Statement.

The procedures we have performed do not constitute an audit or review made in accordance with generally accepted auditing standards. Furthermore, they will not necessarily reveal matters of significance with respect to any material misstatement of the information related to KPIs of the Company.

Inherent Limitations:

Our work and conclusion shall not in any way constitute advice or recommendations (and we accept no liability in relation to any advice or recommendations) regarding any commercial decisions associated with the Offer, including, in particular, but without limitation, any which may be taken by the Company, Book Running Lead Managers (*as defined below*) or the syndicate members appointed for the Offer, in each case in the capacity of investor or in providing investment advice to their clients or the Company.

We, however, state that this is not an assurance as to the future viability of the Company or whether the KPIs have been considered/have a bearing for arriving at the basis for Offer price. We further state that our reporting is based on the facts up to the date of the report and we neither give any guarantee nor any assurance that the KPIs reported will continue to perform and/or report in similar manner in future. It should be noted that the KPIs contained in the Statement may not be measures of operating performance or liquidity defined by generally accepted accounting principles. We make no comment about the Company’s definition, methodology or presentation of the KPIs in the Statement or its usefulness for any purposes.

The KPIs included in the Statement should not be considered in isolation from, or as a substitute for, analysis of Company’s historical financial performance, as reported and presented in the Restated Financial Statements of the Company included in the Offer Documents. These KPIs (other than GAAP measures) are not defined under accounting principles generally accepted in India, including the Companies (Accounting Standards) Rules (as amended) specified under section 133 of the Companies Act 2013, read with the Companies (Accounts) Rules, 2014 in compliance with Banking Regulation Act 1949 and circulars, guidelines and directions issued by Reserve Bank of India from time to time (the “**Indian GAAP**”), and are not presented in accordance with Indian GAAP and have limitations. These KPIs may differ from similarly titled information used by certain peer companies, who may calculate such information differently and hence their comparability with the measures used by the Company may be limited. Therefore, such KPIs should not be viewed as substitutes for measures of performance under Indian GAAP or as indicators of Company’s financial position, financial performance or its cash flows.

Conclusion

Based on the procedures performed by us, as above, we confirm that: (i) the financial details provided in the Statement are in

agreement with the Restated Financial Statements as of and for the nine month period ended December 31, 2023 and as of and for the financial years ended March 31, 2023, March 31, 2022 and March 31, 2021, and/ or the underlying books of account maintained by the Company used for the purpose of preparation of the Restated Financial Statements, as applicable; (ii) non-financial measures provided in the Statement are in agreement with the books of accounts and other relevant records maintained by the Company; or that (iii) the KPIs included in the Statement are mathematically accurate, and conform to their definitions provided by the management.

Restriction on Use

This certificate may be relied upon by the Company, the Book Running Lead Managers, and the legal counsel appointed by the Company and the Book Running Lead Managers in relation to the Offer and to assist the Book Running Lead Managers in conducting and documenting their investigation of the affairs of the Company in connection with the Offer. We hereby consent to extracts of, or reference to, this certificate being used in the Offer related documents and material. We also consent to the submission of this certificate as may be necessary, to any regulatory authority and/or for the records to be maintained by the Book Running Lead Managers in connection with the Offer and in accordance with applicable law.

We also consent to the inclusion of this certificate as a part of “Material Contracts and Documents for Inspection” in connection with this Offer, which will be available for public for inspection from date of the filing of the RHP until the bid/offer closing date including through online means on the website of the Company.

We confirm that on receipt of any communication from Company of any changes in the information, we will immediately communicate any changes in writing in the above information to the Book Running Lead Managers until the date when the Equity Shares allotted and transferred in the Offer commence trading on the relevant stock exchanges. In the absence of any such communication from us, the Book Running Lead Managers and the legal advisors, each to the Company and the Book Running Lead Managers, can assume that there is no change to the above information.

Yours sincerely,

For N B T and Co
Chartered Accountants
ICAI Firm Registration Number: 140489W

CA. Neha Nuwal
Partner
Membership No.: 157137
Place: Mumbai
Date: May 14, 2024
UDIN: 24157137BKFDER3343

cc:

Book Running Lead Managers			
ICICI Securities Limited ICICI Venture House Appasaheb Marathe Marg Prabhadevi Mumbai 400 025 Maharashtra, India	Axis Capital Limited 1 st Floor, Axis House, C-2 Wadia International Centre Pandurang Budhkar Marg Worli, Mumbai 400 025 Maharashtra, India	IIFL Securities Limited 24th Floor, One Lodha Place Senapati Bapat Marg, Lower Parel (W) Mumbai 400 013 Maharashtra, India	Emkay Global Financial Services Limited 7th Floor, The Ruby Senapati Bapat Marg, Dadar (W) Mumbai 400 028 Maharashtra, India

Legal Counsel to the Book Running Lead Managers as to Indian Law	Legal Counsel to the Book Running Lead Managers as to International Law	Legal Counsel to the Company as to Indian Law
Cyril Amarchand Mangaldas Level 1 & 2, Max Towers C-001/A, Sector 16 B Noida 201 301 India	White & Case Pte. Ltd. #41-01, 88 Market Street Capita Spring Singapore 048 948	Khaitan & Co Max Towers, 7 th & 8 th Floors, Sector 16B, Noida, Gautam Buddh Nagar 201301 Uttar Pradesh, India

STATEMENT

Annexure A

(in ₹ million, unless otherwise stated)

Particulars	Financial year ended March 31, 2021	Financial year ended March 31, 2022	Financial year ended March 31, 2023	Nine months ended December 31, 2023
Revenue from contract with customers (₹ in millions) ⁽¹⁾	1,783.60	2,570.45	5,452.82	6,164.99
Total Income (₹ in millions) ⁽²⁾	2,160.20	2,787.16	5,657.87	6,336.94
Total Assets (₹ in millions) ⁽³⁾	5,085.81	5,596.88	9,306.05	13,522.45
EBITDA (₹ in millions) ⁽⁴⁾	907.49	899.96	1,760.63	1,954.99
EBIT (₹ in millions) ⁽⁵⁾	39.13	(84.37)	260.84	502.16
Cash EBIT (₹ in millions) ⁽⁶⁾	71.16	14.22	361.54	669.80
PAT (₹ in millions) ⁽⁷⁾	(426.42)	(571.56)	(466.37)	(189.42)
Total Equity (₹ in millions) ⁽⁸⁾	1,507.53	947.21	1,693.64	2,471.85
Net Debt (₹ in millions) ⁽⁹⁾	(853.23)	(134.19)	(262.26)	(682.56)
Total Capital Employed (₹ in millions) ⁽¹⁰⁾	654.30	813.02	1,431.38	1,789.29
EBITDA Margin (%) ⁽¹¹⁾	42.01	32.29	31.12	30.85
PAT Margin (%) ⁽¹²⁾	(19.74)	(20.51)	(8.24)	(2.99)
ROCE (%) ⁽¹³⁾	10.88	1.75	25.26	49.91*
Debt to Equity ratio (in times) ⁽¹⁴⁾	0.02	0.13	0.06	0.10
Net Debt Equity ratio (in times) ⁽¹⁵⁾	(0.57)	(0.14)	(0.15)	(0.28)

Notes:

- (1) Revenue from contract with customers means Revenue from contracts with customers for the period
(2) Total Income means sum of revenue from contract with customer and other income
(3) Total Assets means Total Assets owned by the company at the period end
(4) EBITDA is calculated as restated profit / (loss) before tax plus finance costs, depreciation and amortisation expense
(5) EBIT is sum of restated profit / (loss) before tax and finance costs.
(6) Cash EBIT is EBITDA minus actual lease payments during the period
(7) Profit / loss for the year means the profit / (loss) for the year after tax
(8) Total Equity is calculated as Total Net worth.
(9) Net Debt is the Total Borrowings minus cash & bank (including fixed deposits and mutual funds)
(10) Capital employed is calculated as the sum of total equity, total borrowings minus cash & bank (including fixed deposits and mutual funds)
(11) EBITDA Margin is calculated as EBITDA divided by Total Income
(12) PAT Margin is calculated as restated profit / (loss) for the year divided by Total Income
(13) ROCE is calculated as Cash EBIT divided by capital employed
(14) Debt to Equity Ratio is calculated as Total Borrowings divided by Total Equity
(15) Net Debt to Equity Ratio is calculated as Net Debt divided by Total Equity
*Annualised

Particulars	As at March 31, 2021	As at March 31, 2022	As at March 31, 2023	As at December 31, 2023
Operational Cities ⁽¹⁾	11	13	16	16
Operational Chargeable Area (in million sq. ft.) ⁽²⁾	1.46	2.21	3.50	4.10
Operational Centres ⁽³⁾	58	84	119	138
Operational Seats ⁽⁴⁾	30,253	46,152	68,203	79,946
Occupied Seats ⁽⁵⁾	17,946	29,099	51,140	60,038
Occupancy Percentage ⁽⁶⁾	59.32%	63.05%	74.98%	75.10%

Notes:

- (1) Operational Cities refer to cities where (i) the Company has entered into binding lease or operating arrangements with the space owners; (ii) the Company has paid the security deposit to the space owners; and (iii) the Company's clients can start availing the Company's services at the centers.
(2) Operational Chargeable Area refers to chargeable area where (i) the Company has entered into binding lease or operating arrangements with the space owners; (ii) the Company has paid the security deposit to the space owners; and (iii) the Company's clients can start availing the Company's services at the centers.
(3) Operational Centres refer to centres where (i) the Company has entered into binding lease or operating arrangements with the Company's; (ii) the Company has paid the security deposit to the space owners; and (iii) the Company's clients can start availing the Company's services at the centers.
(4) Operational Seats refer to seats where (i) the Company has entered into binding lease or operating arrangements with the space owners; (ii) the Company has paid the security deposit to the space owners; and (iii) the Company's clients can start availing the Company's services at the centers.
(5) Occupied Seats is the number of seats contracted by the Company's clients at the Company's centers in any given month, calculated pro-rated on a month-on-month basis.
(6) Occupancy Percentage is calculated as Occupied Seats divided by the total operational seats within the period.

Annexure B

Particulars	Information / Explanations provided by the Company	Risk analysed and procedures performed to mitigate the risk
Revenue from contract with customers (₹ in millions) ⁽¹⁾	<ul style="list-style-type: none"> Restated Financial Statements Audited financial statements Books of accounts and other records 	<ul style="list-style-type: none"> Verified the arithmetic accuracy of financial KPI schedule provided by the Company Compared the figures with Restated Financial Statements/ Audited financial statements/books of accounts Verified the calculation for respective KPI
Total Income (₹ in millions) ⁽²⁾		
Total Assets (₹ in millions) ⁽³⁾		
EBITDA (₹ in millions) ⁽⁴⁾		
EBIT (₹ in millions) ⁽⁵⁾		
Cash EBIT (₹ in millions) ⁽⁶⁾		
PAT (₹ in millions) ⁽⁷⁾		
Total Equity (₹ in millions) ⁽⁸⁾		
Net Debt (₹ in millions) ⁽⁹⁾		
Total Capital Employed (₹ in millions) ⁽¹⁰⁾		
EBITDA Margin (%) ⁽¹¹⁾		
PAT Margin (%) ⁽¹²⁾		
ROCE (%) ⁽¹³⁾		
Debt to Equity ratio (in times) ⁽¹⁴⁾		
Net Debt Equity ratio (in times) ⁽¹⁵⁾		

Notes:

- (1) Revenue from contract with customers means Revenue from contracts with customers for the period
(2) Total Income means sum of revenue from contract with customer and other income
(3) Total Assets means Total Assets owned by the company at the period end
(4) EBITDA is calculated as restated profit / (loss) before tax plus finance costs, depreciation and amortisation expense
(5) EBIT is sum of restated profit / (loss) before tax and finance costs.
(6) Cash EBIT is EBITDA minus actual lease payments during the period
(7) Profit / loss for the year means the profit / (loss) for the year after tax
(8) Total Equity is calculated as Total Net worth.
(9) Net Debt is the Total Borrowings minus cash & bank (including fixed deposits and mutual funds)
(10) Capital employed is calculated as the sum of total equity, total borrowings minus cash & bank (including fixed deposits and mutual funds)
(11) EBITDA Margin is calculated as EBITDA divided by Total Income
(12) PAT Margin is calculated as restated profit / (loss) for the year divided by Total Income
(13) ROCE is calculated as Cash EBIT divided by capital employed
(14) Debt to Equity Ratio is calculated as Total Borrowings divided by Total Equity
(15) Net Debt to Equity Ratio is calculated as Net Debt divided by Total Equity

Particulars	Information / Explanations provided by the Company	Risk analysed and procedures performed to mitigate the risk
Operational Cities ⁽¹⁾	<ul style="list-style-type: none"> Various operational management information systems ("MIS") Lease agreements with space owners Agreements with the Company's clients 	<ul style="list-style-type: none"> Verified the arithmetic accuracy of operational KPI schedule provided by the Company Reviewed the MIS prepared by the Company Reviewed sample Lease agreements with space owners and agreements with the Company's clients Verified the calculation for respective KPIs
Operational Chargeable Area (in million sq. ft.) ⁽²⁾		
Operational Centres ⁽³⁾		
Operational Seats ⁽⁴⁾		
Occupied Seats ⁽⁵⁾		
Occupancy Percentage ⁽⁶⁾		

Notes:

- (1) Operational Cities refer to cities where (i) the Company has entered into binding lease or operating arrangements with the space owners; (ii) the Company has paid the security deposit to the space owners; and (iii) the Company's clients can start availing the Company's services at the centers.
(2) Operational Chargeable Area refers to chargeable area where (i) the Company has entered into binding lease or operating arrangements with the space owners; (ii) the Company has paid the security deposit to the space owners; and (iii) the Company's clients can start availing the Company's services at the centers.
(3) Operational Centres refer to centres where (i) the Company has entered into binding lease or operating arrangements with the space owners; (ii) the Company has paid the security deposit to the space owners; and (iii) the Company's clients can start availing the Company's services at the centers.
(4) Operational Seats refer to seats where (i) the Company has entered into binding lease or operating arrangements with the space owners; (ii) the Company has paid the security deposit to the space owners; and (iii) the Company's clients can start availing the Company's services at the centers.
(5) Occupied Seats is the number of seats contracted by the Company's clients at the centers in any given month, calculated pro-rated on a month-on-month basis.
(6) Occupancy Percentage is calculated as Occupied Seats divided by the total operational seats within the period.