

AMENDMENT AGREEMENT

This amendment agreement (“**Amendment Agreement**”) to the Restated Shareholders’ Agreement dated December 12, 2022, is made and executed on the day of July 13, 2023 (“**Amendment Execution Date**”).

BY AND AMONG:

1. **Awfis Space Solutions Private Limited**, a private limited company incorporated and existing under the Laws of India and having its registered office at C-28-29, Kissan Bhawan, Qutab Institutional Area, New Delhi – 110016, India (hereafter 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 successors-in-interest and permitted assigns);

AND

2. **SCI Investments V**, a body corporate established under the Laws of Mauritius, and having its principal office at Sanne House, 28 Cybercity, Bank Street, Ebene- 72201, Mauritius (hereinafter referred to as “**SCI**” or the “**Existing Investor**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Affiliates, successors-in-interest and permitted assigns);

AND

3. **Bisque Limited**, a company incorporated and validly existing under the laws of Mauritius and having its registered office at Suite 504, 5th floor, St. James Court, Port Louis, 11328, Mauritius (hereafter referred to as “**Bisque**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, Affiliates and assigns);

AND

4. **Link Investment Trust**, an entity existing under the laws of India and having its registered office at Q-8, Second Floor, Hauz Khas Enclave, New Delhi – 110016 (hereafter referred to as “**Link**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, Affiliates and assigns);

AND

5. **Ashish Kacholia** an adult Indian citizen, bearing PAN number AADPK0757F and currently residing at B-1701, Beaumonde, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400025, India (hereinafter referred to as the “**New Shareholder**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his successors and legal heirs);

AND

6. **Amit Ramani**, an adult Indian citizen, bearing PAN number AORPR8131G and currently residing at 3/30, First Floor, West Patel Nagar, New Delhi - 110 008, India (hereafter referred to as the “**Promoter**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs and permitted assigns);

AND

7. **The Persons Listed in Part A of Schedule I** (hereinafter referred to collectively as the “**Series F CCCPS Investors**” and individually, as a “**Series F CCCPS Investor**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective successors and legal heirs);

AND

8. **The Persons Listed in Part B of Schedule I** (hereinafter referred to collectively as the “**Series F OCRPS Investors**” and individually, as a “**Series F OCRPS Investor**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective successors and legal heirs);

Bisque and Link shall individually be referred to as a “CC Shareholder” and jointly as the “CC Shareholders”. SCI, the CC Shareholders, New Shareholder, and the Series F CCCPS Investors shall individually be referred to as an “Investor” and jointly as the “Investors”. The Investors, the Series F OCRPS Investors, the Promoter and the Company shall be individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS:

- (A) The Parties had entered into a restated shareholders’ agreement dated December 12, 2022 (“Restated Shareholders’ Agreement”) which determines the rights, duties and obligations of the shareholders of the Company.
- (B) The Parties are now desirous of entering into this Amendment Agreement to make certain limited amendment(s) to the Restated Shareholders’ Agreement as more specifically provided herein.

NOW THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions and understandings set forth herein, the Parties with the intent to be legally bound hereby covenant and agree as follows:

1. DEFINITIONS AND PRINCIPLES OF CONSTRUCTION

- 1.1 Unless otherwise defined herein, capitalised terms used herein but not defined shall have the meaning ascribed to such terms under the Restated Shareholders' Agreement.
- 1.2 Clause 1.2 (*Interpretation*) of the Restated Shareholders' Agreement shall apply *mutatis mutandis* to this Amendment Agreement.

2. AMENDMENTS TO THE RESTATED SHAREHOLDERS' AGREEMENT

- 2.1 Clause 3.2 (d) shall be amended and substituted as follows:

“Apart from the Company and its Subsidiary, the MD will not be involved in a managerial/employment capacity in any business venture or other such entity except Ncube Planning & Design Private Limited and its subsidiaries where it shall only be in a non-executive capacity. It is clarified that the Promoter is merely the non-executive vice chairman and strategic advisor of Ncube Planning & Design Private Limited and shall not have any executive role or responsibilities but shall be free to receive remuneration from the aforementioned company.”

- 2.2 Clause 17 (Related Party Transactions) shall stand amended and substituted as follows:

“17.1 Without prejudice to the requirements under Clause 3.20, the Company and the Promoter hereby undertake that any transactions of the Company and/or its Subsidiaries with Related Parties shall be conducted at commercially justifiable terms and at an arm's-length basis, as provided in the Act and applicable Law.

*17.2. The Company shall ensure that in each Financial Year (“**Subsequent FY**”), the aggregate value of transactions of the Company with its Related Parties (excluding (i) the remuneration of the Promoter in his capacity as the Managing Director and Chief Executive Office of the Company; (ii) transactions between the Company and its wholly-owned subsidiary Awliv Living Solutions Private Limited; and (iii) any revenue receivable or received by the Company from its Related Parties, provided such revenue does not exceed INR 10,000,000 (Rupees Ten Million) in any Subsequent FY) does not exceed (a) an amount which is 5% (five percent) of the revenue of the Company for such Financial Year; (b) 40% in aggregate of the category-wise services availed by the Company; and (c) INR 300,000,000 (Rupees Three Hundred Million) during such Financial Year.”*

3. MISCELLANEOUS

- 3.1 The Parties hereby agree that this Amendment Agreement together with the Restated Shareholders' Agreement, constitute the full and entire understanding and agreement between the Parties from the Amendment Execution Date.

- 3.2 This Amendment Agreement may be executed in counterparts and the Parties may enter into this Amendment Agreement by executing and delivering a counterpart. Each counterpart constitutes the agreement of the Party who has executed and delivered that counterpart and all counterparts together shall constitute one and the same instrument. Scanned signatures are taken to be valid and binding to the same extent as original wet-ink signatures. This Amendment Agreement may also be executed and delivered (including by electronic mail in portable document format or .pdf format (“PDF”)) in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any party may execute this Amendment Agreement by signing any one or more of such originals or counterparts. If any signature is delivered by PDF, such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such PDF signature were an original thereof.
- 3.3 The provisions of this Amendment Agreement shall modify the agreement and understanding set forth in the Restated Shareholders’ Agreement only to the limited extent set out herein. Except as specifically and expressly provided under this Amendment Agreement, all other provisions of the Restated Shareholders’ Agreement shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on Parties thereto and hereto. Any reference to the Restated Shareholders’ Agreement in any other agreement or document shall be deemed to mean a reference to the Stated Shareholders’ Agreement, as amended (to the limited extent herein) by this Amendment Agreement.
- 3.4 If there is any inconsistency between the provisions of this Amendment Agreement and the Restated Shareholders’ Agreement, the terms of this Amendment Agreement shall prevail and the Parties shall take all such steps as are within their powers, to ensure that the terms and conditions of this Amendment Agreement are adhered to.
- 3.5 Clause 21 (*Confidentiality*) of the Restated Shareholders’ Agreement shall be deemed to be incorporated herein by reference and the provisions of this Amendment Agreement shall be subject to obligations of Confidentiality.
- 3.6 Any notice, request, or instruction to be given hereunder by any Party shall be given at the address specified of each Party in Clause 25.4 (*Notices*) of the Restated Shareholders’ Agreement.
- 3.7 The provisions of Clause 22 (*Governing Laws*), Clause 23 (*Dispute Resolution*), Clause 25.7 (*Assignment*), Clause 25.5 (*Severability*), Clause 25.6 (*Amendment/Variation*), Clause 25.10 (*Relationship*), Clause 25.12 (*Further Assurance*) of the Restated Shareholders’ Agreement shall be deemed to be incorporated herein by reference and shall apply mutatis mutandis apply to this Agreement and shall be valid and binding on the Parties hereto.

SCHEDULE 1

Part A

DETAILS OF THE SERIES F CCCPS INVESTORS

Name	Address
SCI Investments V	Sanne House, 28 Cybercity, Bank Street, Ebene- 72201, Mauritius
Bisque Limited	Suite 504, 5th Floor, St James Court, Port Louis 11328, Mauritius
Link Investment Trust	Q-8, Second Floor, Hauz Khas Enclave, New Delhi - 110016
QRG Investments and Holdings Limited	14/3, Mathura Road Faridabad, Haryana - 121003
Mr. Rajesh Kumar Gupta	4A, Under Hill Lane, Civil Lines, North Delhi, Delhi – 110054
Mr. Rajiv Goel	House No. 4GF1, Ground Floor, ATS One Hamlet, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201304
Mr. Ramesh Kumar Sharma	B-601, Omaxe Forest Spa, Sector 93-B, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201304
VBAP Holdings Private Limited	18, Rabindra Sarani, Poddar Court, Gate No.2, Ground Floor, Kolkata, West Bengal - 700001
Karmav Real Estate Holdings LLP	1, Silver Oak Avenue, Westend Green Farms, Rajokari, New Delhi - 110038
Emerge Capital Opportunity Scheme/Fund Manager	B-802, Naman Midtown, Senapati Bapat Marg, Elphinstone Mumbai, Maharashtra - 400013

Arjun Shanker Bhartia	House No. 2, Amrita Shergil Marg, Lodhi Road, Central Delhi, New Delhi - 110003
Ashutosh Bihani	Mishra Mohalla, Alanpur (Rural), Sawai Madhopur, Rajasthan - 322021

Part B

DETAILS OF THE SERIES F OCRPS INVESTORS

Name	Address
QRG Investments and Holdings Limited	14/3, Mathura Road Faridabad, Haryana - 121003
Mr. Rajesh Kumar Gupta	4A, Under Hill Lane, Civil Lines, North Delhi, Delhi – 110054
Mr. Rajiv Goel	House No. 4GF1, Ground Floor, ATS One Hamlet, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201304
Mr. Ramesh Kumar Sharma	B-601, Omaxe Forest Spa, Sector 93-B, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201304
VBAP Holdings Private Limited	18, Rabindra Sarani, Poddar Court, Gate No.2, Ground Floor, Kolkata, West Bengal - 700001
Karmav Real Estate Holdings LLP	1, Silver Oak Avenue, Westend Green Farms, Rajokari, New Delhi - 110038
Emerge Capital Opportunity Scheme/Fund Manager	B-802, Naman Midtown, Senapati Bapat Marg, Elphinstone Mumbai, Maharashtra - 400013
Arjun Shanker Bhartia	House No. 2, Amrita Shergil Marg, Lodhi Road, Central Delhi, New Delhi - 110003
Ashutosh Bihani	Mishra Mohalla, Alanpur (Rural), Sawai Madhopur, Rajasthan - 322021

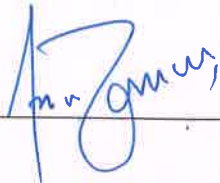
[Signature Pages follow]

Signed and delivered for and on behalf of **Awfis Space Solutions Private Limited**, duly represented through its authorized representative

By :
Name :
Title :


Amit Ramani
Managing Director

Signed and delivered by Mr. Amit Ramani



Mr. Ramani,