



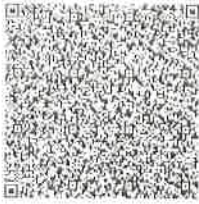
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL06482570544668V
 Certificate Issued Date : 02-Dec-2023 12:39 PM
 Account Reference : IMPACC (IV)/ dl1103903/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL110390377544861841629V
 Purchased by : AWFIS SPACE SOLUTIONS LIMITED
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : AWFIS SPACE SOLUTIONS LIMITED
 Second Party : Not Applicable
 Stamp Duty Paid By : AWFIS SPACE SOLUTIONS LIMITED
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

This stamp paper shall form an integral part of the Addendum to the restated Shareholders Agreement made and executed at New Delhi on 4/12/2023 by and among Awfis Space Solutions Pvt Ltd and others

Statutory Alert:

1. This stamp paper is valid only if it is stamped or verified or both as per the provisions of the Stamp Act, 1899 and the Stamp Act, 1958 and the Stamp Act, 1963 and the Stamp Act, 1968 and the Stamp Act, 1971 and the Stamp Act, 1976 and the Stamp Act, 1981 and the Stamp Act, 1986 and the Stamp Act, 1991 and the Stamp Act, 1996 and the Stamp Act, 2001 and the Stamp Act, 2006 and the Stamp Act, 2011 and the Stamp Act, 2016 and the Stamp Act, 2021 and the Stamp Act, 2023.

ADDENDUM TO THE RESTATED SHAREHOLDERS' AGREEMENT

This addendum to the Restated Shareholders' Agreement (“**Addendum**”), is made and executed at New Delhi on the 4th day of December, 2023 (“**Addendum Execution Date**”) and shall be effective from December 12, 2022 (“**Addendum Effective 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. **PEAK XV PARTNERS INVESTMENTS V**, a body corporate established under the Laws of Mauritius, and having its principal office at Apex House, Bank Street, Twenty Eight, Cybercity, Ebene 72201, Republic of Mauritius (hereinafter referred to as “**Peak XV**”, 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 (hereafter 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. **THE PERSONS LISTED IN SCHEDULE 1** (hereafter referred to collectively as the “**Series F Investors**” and individually, as a “**Series F Investor**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include their respective successors-in-interest, Affiliates, permitted assigns);

AND

7. **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).

Peak XV, Bisque, Link, New Shareholder, Series F Investors, the Promoter and the Company are referred to individually as a “**Party**” and collectively as the “**Parties**”. It is hereby clarified that the reference to Parties may be reference to any two or more Parties, as the context would suggest, and need not always be all the Parties.

WHEREAS:

- (A) The Parties entered into a restated shareholders’ agreement dated December 12, 2022 (“**Restated Shareholders’ Agreement**”) to record the rights and obligations agreed to amongst them in respect of the management and control of the affairs of the Company and certain rights and obligations, *inter se*, in accordance with the terms and conditions set out in the Restated Shareholders’ Agreement.
- (B) The Parties are now desirous of entering into this Addendum to confirm the understanding in writing that the Clause 8.5 of the Restated Shareholders’ Agreement (*Buy-back*) stands deleted in its entirety from the Restated Shareholders’ Agreement effective from the Addendum Effective Date as if that right never existed. Further, throughout the Restated Shareholders’ Agreement wherever there is a reference to Buy-back it shall be deemed as null and void. The respective clauses are detailed herein below.

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 in this Addendum, 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 Addendum.

2. ADDENDUM EFFECTIVE DATE

This Addendum shall be effective from the Addendum Effective Date and shall, unless terminated in accordance with the terms of the Restated Shareholders’ Agreement, continue to be valid and in full force and effect.

3. AMENDMENTS TO THE RESTATED SHAREHOLDERS’ AGREEMENT

- 3.1. Clause 7.1(b) of the Restated Shareholders’ Agreement shall be deleted in its entirety and shall be replaced as follows:

“The Parties further agree that any Investor shall at all times be free to Transfer any or all of their respective Investment Securities to any Person, and the Company and the Promoter shall extend any and all reasonable assistance to such Investor(s) to consummate such Transfer, including towards conducting a business, financial, and/or legal due diligence of the Company by the prospective buyer. Provided that, subject to Clause 20 (Event of Default), any Transfer of the Investment Securities by any Investor to a Competitor until the expiry of the 30 (thirty) months

from the Series F CCCPS Closing Date, shall require the prior written consent of the Promoter and/or the other Investors, as the case may be.”

- 3.2. Clause 8.1(c) of the Restated Shareholders’ Agreement shall be deleted in its entirety and shall be replaced as follows:

“[intentionally left blank]”

- 3.3. Clause 8.5 of the Restated Shareholders’ Agreement shall be deleted in its entirety and shall be replaced as follows:

“[intentionally left blank]”

- 3.4. Clause 8.6(a) of the Restated Shareholders’ Agreement shall be deleted in its entirety and shall be replaced as follows:

*“In the event that the Investors have not been provided with an Exit within a period of 36 (thirty six) months from the Series F CCCPS Closing Date, then any of the Investors (for as long as they hold at least 5% (five percent) of the Share Capital of the Company, on a Fully Diluted Basis) (“**Dragging Shareholder**”), shall have the right, exercisable by written notice to the Company (“**Drag Along Notice**”), to require the carrying out of a Drag Sale, in a manner determined by the Dragging Shareholder in conjunction with an offer received from a Third Party (the “**Drag Sale Purchaser**”) (including by way of sale of Investment Securities of the Company, sale of Assets of the Company, or a merger or amalgamation), in the manner set out in this Clause 8.6 provided that the price (on a per Investment Security basis) payable to all the Shareholders who are being dragged (“**Dragged Shareholder(s)**”) and the Dragging Shareholder in the Drag Sale is the same and is such that, unless such Dragged Shareholder consents to otherwise, such Dragged Shareholder receives an IRR of at least 15% (fifteen per cent) on its Aggregate Investor Investment (as defined in **SCHEDULE V**).”*

- 3.5. Paragraph 17 under Part A of Schedule III of the Restated Shareholders’ Agreement shall be deleted in its entirety and shall be replaced as follows:

“Declaration, authorization any or setting aside for payment or payment of any dividend or distribution on or redemption or buy back of any Investment Securities (except to give effect to the redemption of the Series F OCRPS in accordance with its terms and conditions as set forth herein);”

4. MISCELLANEOUS

- 4.1. The Parties hereby agree that this Addendum together with the Restated Shareholders’ Agreement, constitute the full and entire understanding and agreement between the Parties from the Addendum Effective Date.

- 4.2. This Addendum may be executed in counterparts and the Parties may enter into this Addendum 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 Addendum 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 Addendum 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.

- 4.3. The provisions of this Addendum 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 Addendum, 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 Restated Shareholders' Agreement, as amended (to the limited extent herein) by this Addendum.
- 4.4. If there is any inconsistency between the provisions of this Addendum and the Restated Shareholders' Agreement, the terms of this Addendum shall prevail and the Parties shall take all such steps as are within their powers, to ensure that the terms and conditions of this Addendum are adhered to.
- 4.5. Clause 21 (*Confidentiality*) of the Restated Shareholders' Agreement shall be deemed to be incorporated herein by reference and the provisions of this Addendum shall be subject to obligations of Confidentiality.
- 4.6. 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.
- 4.7. The provisions of Clause 22 (*Governing Law*), Clause 23 (*Dispute Resolution*), Clause 25.5 (*Severability*), Clause 25.6 (*Amendment/Variation*), Clause 25.7 (*Assignment*), Clause 25.8 (*Conflict with Articles*) and 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 Addendum and shall be valid and binding on the Parties hereto.

(Remainder of the page has been intentionally left blank)

SCHEDULE 1**DETAILS OF THE SERIES F INVESTORS**

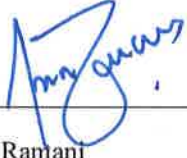
Name	Address	Email
QRG Investments and Holdings Limited	14/3, Mathura Road Faridabad, Haryana - 121003	investment@havells.com
Mr. Rajesh Kumar Gupta	4A, A-under Hill Lene, Civil Lines, North Delhi, Delhi - 110054	rgmg.inv@gmail.com
Mr. Rajiv Goel	House No. 4GF1, Ground Floor, ATS One Hamlet, Noida, Gautam Buddha Nagar, Uttar Pradesh – 201304	rajivgoel@gmail.com
Mr. Ramesh Kumar Sharma	B-601, Omaxe Forest Spa, Sector 93-B, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201304	ramesh_krsharma@yahoo.co.in
VBAP Holdings Private Limited	18, Rabindra Sarani, Poddar Court, Gate No.2, Ground Floor, Kolkata 700001	Finance@vpgrp.in, bpsonthalia@vpgrp.in
Karmav Real Estate Holdings LLP	1, Silver Oak Avenue, Westend Green Farms, Rajokari, New Delhi- 110 038	Karmav@abrfo.com
Mr. Ashutosh Bihani	Mishra Mohalla, Alanpur (Rural), Sawai Madhopur, 322021	Bihani.ashutosh@gmail.com
Emerge Capital Opportunities Scheme	B-802, Naman Midtown, Senapati Bapat Marg, Elphinstone Mumbai Maharashtra – 400013	petalinvestments@gmail.com
Mr. Arjun Shanker Bhartia	House No. 2, Amrita Shergil Marg, Lodhi Road, Central Delhi, Delhi - 110003	arjun.bhartia@jubl.com

INTENDING TO BE BOUND, the Parties have entered into this Addendum on the day, month and year first above written.

THE EXECUTION PAGE(S) OF THE ADDENDUM FOLLOW IMMEDIATELY AFTER THIS PAGE. THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE

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



Name : Amit Ramani

Title : Managing Director

SIGNATURE PAGE

Signed and delivered for and on behalf of **Peak XV Partners Investments V**, duly represented through its authorised representative

A handwritten signature in blue ink, appearing to read 'Dilshaad Rajabalee', is written above a horizontal line.

Name : **Dilshaad Rajabalee**

Title : 04 December 2023

SIGNATURE PAGE

Signed and delivered for and on behalf of **Bisque Limited**, duly represented through its authorised representative



Name : Panir Pushpom Soobiah

Title : Director

SIGNATURE PAGE

Signed and delivered for and on behalf of **Link Investment Trust**, duly represented through its authorised representative



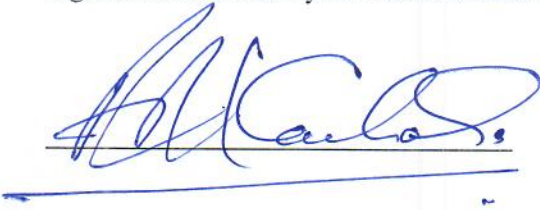
Name : Ashley Menezes

Title : Authorised signatory



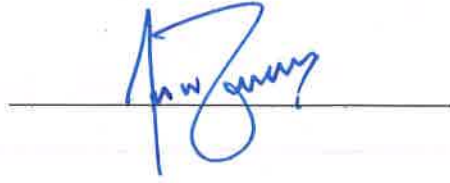
SIGNATURE PAGE

Signed and delivered by **Mr. Ashish Kacholia**



SIGNATURE PAGE

Signed and delivered by **Mr. Amit Ramani**

A handwritten signature in blue ink, appearing to read 'Amit Ramani', is written over a horizontal line. The signature is stylized and cursive.

SIGNATURE PAGE

Signed and delivered by **QRG Investments and Holdings Limited** duly represented through its authorised representative

For QRG Investments And Holdings Limited



Authorised Signatory

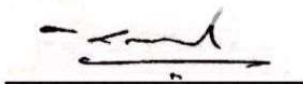

Name : Aashi Grover, Raunak Khandelwal

Title : Authorised Signatory

This Signature page forms an integral part of the Addendum to the Restated Shareholders' Agreement executed on 04 December 2023 between Awfis Space Solutions Private Limited, QRG Investments and Holdings Limited and Others.

SIGNATURE PAGE

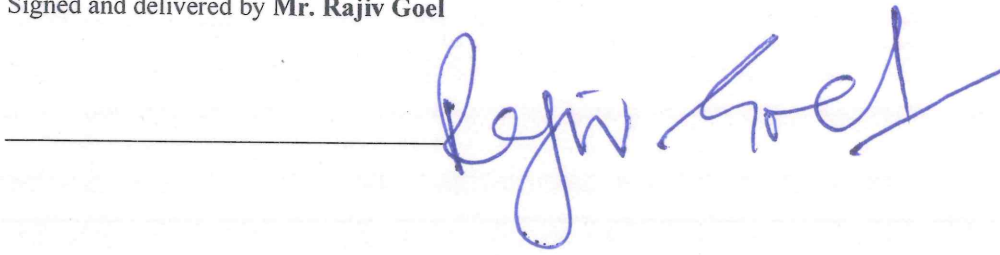
Signed and delivered by **Mr. Rajesh Kumar Gupta**

A handwritten signature in black ink, appearing to read 'Rajesh Kumar Gupta', is written above a solid horizontal line.

[This signature page forms an integral part of the Addendum to the Restated Shareholders' Agreement executed on 04 December 2023 between Awfis Space Solutions Private Limited, Mr. Rajesh Kumar Gupta and Others.]

SIGNATURE PAGE

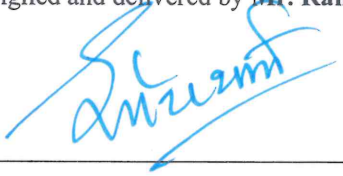
Signed and delivered by **Mr. Rajiv Goel**



This Signature page forms an integral part of the Addendum to the Restated Shareholders' Agreement executed on 04 December 2023 between Awfis Space Solutions Private Limited, Mr. Rajiv Goel and Others.

SIGNATURE PAGE

Signed and delivered by **Mr. Ramesh Kumar Sharma**



This Signature page forms an integral part of the Addendum to the Restated Shareholders' Agreement executed on 04 December 2023 between Awfis Space Solutions Private Limited, Mr. Ramesh Kumar Sharma and Others.

SIGNATURE PAGE

Signed and delivered for and on behalf of **VBAP Holdings Private Limited**, duly represented through its authorised representative

For VBAP Holdings Pvt. Ltd.


(Authorised Signatory)

Name :

Title :

SIGNATURE PAGE

Signed and delivered for and on behalf of **Karmav Real Estate Holdings LLP**, duly represented through its authorised representative

~~PRKARMAV REAL ESTATE HOLDINGS LLP~~



Authorised Signatory

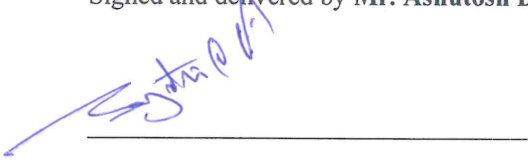
Name : **ROBIN SHARMA**

Title : **DESIGNATED PARTNER**

8

SIGNATURE PAGE

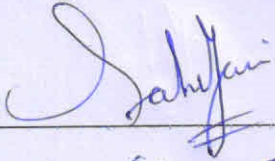
Signed and delivered by **Mr. Ashutosh Bihani**



This Signature page forms an integral part of the Addendum to the Restated Shareholders' Agreement executed on 04 December 2023 between Awfis Space Solutions Private Limited, Mr. Ashutosh Bihani and Others.

SIGNATURE PAGE

Signed and delivered for and on behalf of **Emerge Capital Opportunities Scheme**, duly represented through its authorised representative



Name : SAHIL JAIN

Title : FUND MANAGER

SIGNATURE PAGE

Signed and delivered by **Mr. Arjun Shanker Bhartia**

Arjun
