



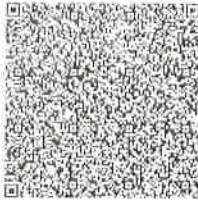
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL06483204500968V
Certificate Issued Date : 02-Dec-2023 12:40 PM
Account Reference : IMPACC (IV)/ dl1103903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL110390377544500670281V
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 forms and integral part of Addendum to the Restated Shareholders' Agreement made and executed at New Delhi; on 4/12/23 by and among AWFIS Space Solutions Pvt Ltd and others.

Statutory Note:

1. The authenticity of this Stamp certificate should be verified at www.india-stamp.com/ or using e-Stamp Mobile App of State/ Union Territory in the Certificate and its available on the website/ Mobile App (randomised word).
2. No other stamping or inscription on the certificate.
3. For details, it is advised to consult the competent authority.

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**”).

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 (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. **THE PERSONS LISTED IN ANNEXURE 1** (hereinafter referred to collectively as the “**New Investor Group**” and individually, as a “**New 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, New Investor Group, 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 New Investor Group (severally) executed letters on June 30, 2023 confirming that their right to vote on any of the Affirmative Voting Matters (in accordance with Clause 3.20 of the Restated Shareholders’ Agreement) under Schedule III of the Restated Shareholders’ Agreement shall be kept in abeyance from the date of execution of such letter by such New Investor.
- (C) The Parties are now desirous of entering into this Addendum to confirm and record in writing that the right of the New Investors as more specifically set out in this Addendum to vote on any of the Affirmative Voting Matters (in accordance with Clause 3.20 of the Restated Shareholders’ Agreement) shall be kept in abeyance from the Addendum Execution Date till December, 2024.

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. EFFECTIVE DATE

This Addendum shall be effective from the Addendum Execution 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. ABEYANCE OF AFFIRMATIVE VOTING MATTERS

The New Investors (severally) hereby consent to keep their right to provide their vote on any Affirmative Voting Matters (as set out below) in abeyance from the Addendum Execution Date till December, 2024:

- 3.1. Unanimous Affirmative Voting Matters as more specifically set forth in **Annexure B**; and

3.2. Majority Affirmative Voting Matters as more specifically set forth in **Annexure C**.

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 Execution 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.

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ANNEXURE A

DETAILS OF THE NEW INVESTOR GROUP

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

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ANNEXURE B

UNANIMOUS AFFIRMATIVE VOTING MATTERS IN ABEYANCE

1. Commencement of any new line of business which is unrelated to the Business or entering into any transaction that could reasonably be expected to result in material change in the nature or scope of the Business;
2. Any change in the strength or composition of the Board or appointment of any Director (in a manner inconsistent with this Agreement);
3. Appointment and termination of the Related Parties of the Promoter as employees of the Company and any change in the terms of their employment and compensation;
4. Entering into any joint ventures, shareholders' agreement, establishment of any branch or representative office of the Company, strategic partnerships, co-operation agreements, financial partnerships, profit sharing arrangements or any transaction granting exclusive rights of any nature to any Person, where the value of such transaction is equal to or more than INR 100,000,000 (Rupees One Hundred Million), other than any arrangements with landlords in the ordinary course of business;
5. Acquisition of an entity or creating a new subsidiary or group company of the Company;
6. 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 an Exit under Clause 8.5 (*Buy-back*) of this Agreement, or to give effect to the redemption of the Series F OCRPS in accordance with its terms and conditions as set forth herein);
7. Entering into or agreeing to enter into any single transaction involving Transfer, acquisition, creation, modification or destruction of any Assets of the Company (or any rights thereof) for an amount more than INR 500,000,000 (Rupees Five Hundred Million);
8. Approval or adoption of, or any deviation of more than 30% (thirty percent) from the Annual Budget;
9. Entering into any kind of oral or written, binding commitment to do any of the foregoing; and
10. Doing any of the foregoing by or in relation to the Subsidiaries of the Company.

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ANNEXURE C

MAJORITY AFFIRMATIVE VOTING MATTERS IN ABEYANCE

1. Appointment and termination of the Promoter;
2. Initiating or undertaking an IPO (other than a Qualified IPO);
3. Appointment and termination of the Key Employees, as employees and any change in the terms of their employment and compensation, other than changes approved by the nomination and remuneration committee of the Board;
4. Entering into or agreeing to enter into any single transaction involving Transfer, acquisition, creation, modification or destruction of any Assets of the Company (or any rights thereof) for an amount equal to or more than INR 150,000,000 (Rupees One Hundred and Fifty Million) and up to INR 500,000,000 (Rupees Five Hundred Million);
5. Approval or adoption of any Business Plan;
6. Any deviation by the Company in the Financial Year ending 31 March 2023 from the Business Plan of the Company for the Financial Year ending 31 March 2023;
7. Approval or adoption of, or any deviation of more than 20% (twenty percent) and up to 30% (thirty percent) from the Annual Budget;
8. Availing any loan or financial assistance for an amount equal to or more than INR 100,000,000 (Rupees One Hundred Million) (in any Financial Year when taken in the aggregate) from any bank, financial institution, Promoter or Director or any Person or any creation of Encumbrance or lien against any Asset or right of the Company in connection with such loan or financial assistance, any pre-payment or early repayment of any such loan or financial assistance;
9. Entering into any kind of oral or written, binding commitment to do any of the foregoing; and
10. Doing any of the foregoing by or in relation to the Subsidiaries of the Company.

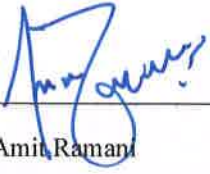
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INTENDING TO BE BOUND, the Parties have entered into this Addendum on the day, month and year first above written.

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

A handwritten signature in blue ink, appearing to read 'Amit Raman', is written over a horizontal line.

Name : Amit Raman

Title : Managing Director

SIGNATURE PAGE

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



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 "Mr. Ramani", is written over a solid 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

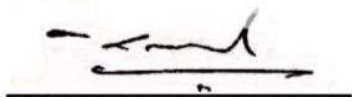
For QRG Investments And Holdings Limited

Name : Ramesh Kumar Sharma, Aashi Grover
Title : Authorised Signatory

[This signature page forms an integral part of the addendum to the Restated Shareholders' Agreement ("Addendum"), executed on the 4th day of December, 2023 between Awfis Space Solutions Private Limited, QRG Investments and Holdings Limited and other investors]

SIGNATURE PAGE

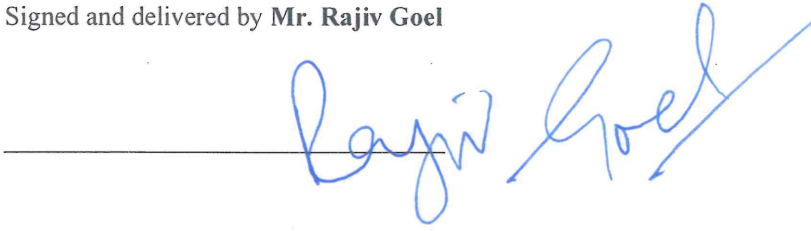
Signed and delivered by **Mr. Rajesh Kumar Gupta**

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 ("Addendum"), executed on the 4th day of December, 2023 between Awfis Space Solutions Private Limited, Mr. Rajesh Kumar Gupta and other investors]

SIGNATURE PAGE

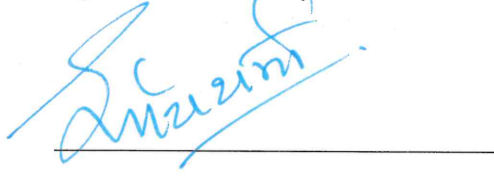
Signed and delivered by **Mr. Rajiv Goel**

A handwritten signature in blue ink, reading "Rajiv Goel", is written over a solid horizontal line. The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

[This signature page forms an integral part of the addendum to the Restated Shareholders' Agreement ("Addendum"), executed on the 4th day of December, 2023 between Awfis Space Solutions Private Limited, Mr. Rajiv Goel and other investors]

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 ("Addendum"), executed on the 4th day of December, 2023 between Awfis Space Solutions Private Limited, Mr. Ramesh Kumar Sharma and other investors]

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
For KARMAV REAL ESTATE HOLDINGS LLP



Authorised Signatory

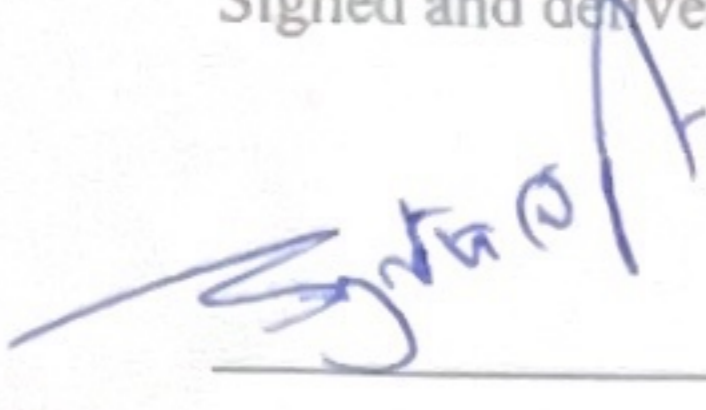
Name : ROBIN SHARMA

Title : DESIGNATED PARTNER

8

SIGNATURE PAGE

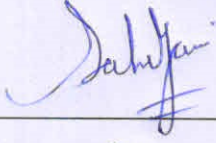
Signed and delivered by **Mr. Ashutosh Bihani**



[This signature page forms an integral part of the addendum to the Restated Shareholders' Agreement ("Addendum"), executed on the 4th day of December, 2023 between Awfis Space Solutions Private Limited, Mr. Ashutosh Bihani and other investors]

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**