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Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

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15-Jan-2024 04:19 PM

IMPACC (IV)/ dl776303/ DELHI/ DL-DLH

SUBIN-DLDL77630318608287774763W

Saurabh Gupta

Article 5 General Agreement

Not Applicable

(Zero)

Saurabh Gupta

Awfis Space Solutions Limited

Saurabh Gupta

500

(Five Hundred only)





Please write or type below this line



This stamp papel folms on witegeal part
of the DEED OF ADHERENCE executed
on 15th day of January 2024 by
Mr Saulabh Gupta S/o Sudhie Bhalet
Gupta . R/o 6/23 Shanti Niketan
South West, Delhi 110021 Cthe
"Hansfelee") effective from Osth
January 2024

DEED OF ADHERENCE

This **DEED OF ADHERENCE** ("**Deed**") is executed on this 15th day of January 2024 by Mr Saurabh Gupta S/o Sudhir Bharat Gupta dated 6/23 Shanti Niketan South West, Delhi, Delhi 110021 (the "**Transferee**") effective from 08th day of January, 2024.

WHEREAS:

By a Restated Shareholder Agreement dated 12.12.2022 ("Agreement") amongst Awfis Space Solutions Private Limited (Company), Mr. Amit Ramani (Promoter), SCI Investments V (SCI/Existing Investor), Bisque Limited (Bisque), Link Investment Trust (Link), Ashish Kacholia (Transferor), The Persons Listed in Part A of Schedule VII annexed with the Agreement (Series F CCCPS Investors) and The Persons Listed in Part C of Schedule VII annexed with the Agreement (Series F OCRPS Investors), Addendum To The Restated Shareholders' Agreement dated 4th December, 2023 executed by and between, inter alios, Peak XV, Bisque, Link, New Shareholder, Series F Investors, the Promoter and the Company ("Buy-Back Addendum") and Addendum To The Restated Shareholders' Agreement dated 4th December, 2023 executed by and between, inter alios, Peak XV, Bisque, Link, New Shareholder, Series F Investors, the Promoter and the Company 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 said Agreements.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. <u>Definitions and Interpretation.</u>

Capitalised terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meanings ascribed thereto in the said Agreement.

2. <u>Undertakings.</u>

Transferee hereby acknowledges that it has received a copy of, and has read and understands, the Agreement, and covenants, agrees and confirms that it shall be bound by all provisions of the Agreement as if it was an original party thereto, including with respect to the rights and obligations of the Transferor contained therein, and the Agreement shall have full force and effect on it, and shall be read and construed to be binding on it.

3. Governing Law.

This Deed shall be governed by and construed in accordance with the laws of India. The terms and conditions of the Agreement in relation to the provisions regarding arbitration and other terms and conditions shall be deemed to have been incorporated in this Deed.

SIGNED BY:

By: Saurabh Gupta Name: Saurabh Gupta

tle: Individual

ofIndia

Witness: Madhu Jain