



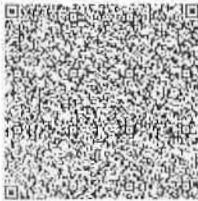
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL06484900691105V
Certificate Issued Date : 02-Dec-2023 12:42 PM
Account Reference : IMPACC (IV)/ dl1103903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL110390377554439458565V
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)

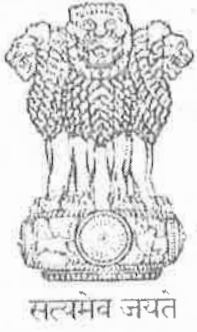


Please read or type below this line

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE INTER-SE AGREEMENT DATED DECEMBER 21, 2023, EXECUTED AMONGST AMIT RAMANI, BISQUE LIMITED, LINK INVESTMENT TRUST, THE PERSONS LISTED IN SCHEDULE 1 ("SERIES F INVESTORS") AND PEAK XV PARTNERS INVESTMENTS V

Signature Area

1. This stamp paper is provided for the purpose of recording the inter-se agreement dated December 21, 2023, executed amongst Amit Ramani, Bisque Limited, Link Investment Trust, the persons listed in Schedule 1 ("Series F Investors") and Peak XV Partners Investments V.



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Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL06485553297971V
Certificate Issued Date	: 02-Dec-2023 12:42 PM
Account Reference	: IMPACC (IV)/ dl1103903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL110390377555370693232V
Purchased by	: AWFIS SPACE SOLUTIONS LIMITED
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Property Description	: Not Applicable
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First Party	: AWFIS SPACE SOLUTIONS LIMITED
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INTER-SE AGREEMENT

This Inter-Se Agreement (this "**Agreement**") is executed at Delhi on December 21, 2023, by and amongst:

1. **AMIT RAMANI**, an Indian citizen, residing at 3/30, First Floor, West Patel Nagar, New Delhi 110 008, India (hereinafter referred to as "**Amit**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his Affiliates, authorized representatives, successors, legal heirs, and permitted assigns);
2. **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 Affiliates, authorized representatives, successors, legal heirs, and permitted assigns);
3. **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 his Affiliates, authorized representatives, successors, legal heirs, and permitted assigns);
4. **THE PERSONS LISTED IN SCHEDULE 1** (hereafter referred to collectively as the "**Series F Investors**" and each 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
5. **PEAK XV PARTNERS INVESTMENTS V**, a body corporate established under the Laws of Mauritius, and having its principal office at Apex House, Bank Street, TwentyEight, 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, authorized representatives, successors and permitted assigns).

Amit, Bisque, Link and Series F Investors shall hereinafter collectively be referred to as the "**Other Shareholders**", and each of them, individually, as an "**Other Shareholder**". Bisque and Link shall hereinafter collectively be referred as the "**CC Shareholders**". The Other Shareholders and Peak XV shall collectively be referred to as the "**Parties**" and individually be referred to as "**Party**".

WHEREAS:

1. Awfis Space Solutions Limited ("**Company**") and the Parties had entered into a restated shareholders' agreement dated December 12, 2022, amended pursuant to addenda dated December 4, 2023 and waiver-cum-amendment agreement dated December 21, 2023 (read together, the "**SHA**") 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 SHA.
2. As agreed in Clause 16.6 of the SHA, it has been agreed that Peak XV shall not be named or deemed as 'promoter' or 'sponsor' of the Company nor shall any declaration or statement be made to this effect, either directly or indirectly, in filings with regulatory or Governmental Authorities, offer documents, or otherwise, except without prior written consent. Further, under Clause 8.3(f) of the SHA, Peak XV cannot be named as "founder" or "promoter" in the offer documents or filings with the SEBI or any other Governmental Authorities, nor shall Peak XV be required to offer any securities towards any lock-in requirements, and Amit is required to contribute solely towards any regulatory requirements for lock-in in connection with an initial public offering.
3. The Parties hereby agree and acknowledge that (a) Amit Controls and directs the operations and management of the Company, (b) Amit, currently is, and undertakes to continue to be identified as, the "promoter" (as such term is defined under applicable Law) ("**Promoter**") of the Company, and further agrees to comply with all requirements and obligations applicable to a Promoter. Amit will be identified as Promoter in the draft red herring prospectus, red herring prospectus, prospectus, abridged prospectus and any addenda or corrigenda thereto to be filed with any regulatory authorities in terms of applicable laws and other offering documents

(collectively, "**Offering Documents**") relating to the proposed initial public offer of the equity shares ("**Equity Shares**") of the Company in India and consequently, listing of the Company's equity shares on the main board of BSE Limited and National Stock Exchange of India Limited (such offering, the "**Proposed Public Offer**"), which comprises a primary issuance of Equity Shares by the Company ("**Fresh Issue**") and an offer for sale by certain shareholders of the Company ("**Offer for Sale**").

4. The Parties however hereby acknowledge and agree that in order to satisfy the requirements of minimum promoters' contribution under Regulations 14 and 16 of the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, it is necessary to identify a Shareholder in addition to Amit as a Promoter in the Offering Documents for the Proposed Public Offer. The Parties have therefore requested Peak XV to be identified as a Promoter of the Company in the Offering Documents (in addition to Amit).
5. Each of the Parties acknowledge that the listing of the Equity Shares on the Stock Exchanges and the consequent creation, in India, of a public market for the Equity Shares is beneficial to all Parties. The ability for the Parties to trade their Equity Shares on the Stock Exchanges post listing will afford them increased liquidity and is expected to increase the value of their respective investments in the Company. In addition, the Parties acknowledge that listing of the Equity Shares on the Stock Exchanges is expected to enhance the Company's brand name amongst its existing and potential customers and benefit the Company's business.

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH BELOW, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. **Definitions.** In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the meanings assigned to them herein below:
 - a. "**Affiliate**" of a Person (as defined below) shall have the same meaning as ascribed to such term in the SHA
 - b. "**Claim**" means and includes any claims, actions, losses, interests, damages, penalties, liabilities, costs, charges, expenses, suits, or proceedings made, suffered or incurred, including any legal or other fees and expenses incurred in connection with investigating, disputing, preparing or defending any actions claims, suits or proceedings made or brought by or against any person by any governmental authority (including any stock exchange or SEBI) or a third party, however arising and whether present, immediate or future or contingent, including whereby any person: (i) will be placed or is sought to be placed under an obligation to make payment; (ii) will suffer any loss or prosecution; or (iii) is sought to be enjoined or restrained from doing any act or thing.
 - c. "**Company**" shall have the meaning ascribed to such term in Recital 1
 - d. "**Control**" shall have the same meaning as ascribed to such term in the SHA
 - e. "**Equity Shares**" shall mean the equity shares of the Company whether issued or to be issued, having face value of ₹ 10 per equity share
 - f. "**Fresh Issue**" shall have the meaning ascribed to such term in Recital 3
 - g. "**Governmental Authority/(ies)**" shall have the same meaning as ascribed to such term in the SHA
 - h. "**Information**" shall have the meaning ascribed to such term in Clause 14

- i. "**Law**" shall mean and include all applicable statutes, enactments, acts of legislature any state, central or municipal authority, any central bank or regulatory authority the parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines policies, directions, directives and orders of any Governmental Authority
- j. "**Listing Date**" shall mean the date of listing and commencement of trading of the Equity Shares pursuant to the Proposed Public Offer
- k. "**Offer for Sale**" shall have the meaning ascribed to such term in Recital 3
- l. "**Promoter's Contribution**" shall have the meaning ascribed to such term in Clause 2.a
- m. "**Offering Documents**" shall have the meaning ascribed to such term in Recital 3
- n. "**Person**" shall mean any natural person, limited or unlimited liability company corporation, partnership (whether limited or unlimited), proprietorship, Hind undivided family, trust, union, association, government or any agency or politic subdivision thereof or any other entity that may be treated as a person und applicable Law.
- o. "**Promoter**" shall have the meaning ascribed to such term in Recital 3
- p. "**Proposed Public Offer**" shall have the meaning ascribed to such term in Recital 3
- q. "**SEBI**" shall mean the Securities and Exchange Board of India
- r. "**SHA**" shall have the meaning ascribed to such term in Recital 1
- s. "**Peak XV Indemnified Persons**" shall have the meaning ascribed to such term in Clause 3.a
- t. "**Transaction Documents**" shall have the same meaning as ascribed to such term in the SHA

1.2. **Interpretation.** Unless the context of this Agreement otherwise requires:

- a. Words denoting any gender shall be deemed to include all other genders;
- b. Words importing the singular shall include the plural and vice versa, where the context so requires,
- c. The terms "hereof", "herein", "hereby", "hereto" and other derivatives or similar words, refer to this entire Agreement or specified Clauses of this Agreement, as the case may be
- d. Reference to such term "Clause" shall be a reference to the specified Clause of this Agreement;
- e. Any reference to "writing" includes printing, typing, lithography and other means of reproducing words in a permanent visible form;
- f. The term "directly or indirectly" means directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have correlative meanings
- g. All headings and sub-headings of Clauses, and use of bold typeface are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- h. Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the date of this Agreement, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;

- i. Reference to the word "include" or "including" shall be construed as being followed by the phrase "without limitation".
- j. Terms defined in this agreement shall include their correlative terms,
- k. Time is of the essence in the performance of the Parties respective obligations. If any time period specified herein is extended, such extended time shall also be of essence
- l. The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other,
- m. All references to this Agreement shall be deemed to include any amendments or modifications to this Agreement, as the case may be, from time to time;
- n. Any terms or provisions of another agreement (including the SHA) that are incorporated herein by reference and shall apply mutatis mutandis to this Agreement as if contained herein, and shall not be affected by any subsequent termination, amendment or modification of that other agreement (including the SHA);
- o. Any word opposed or phrase defined in the recitals or in the body of this Agreement and in Clause 1.1 (Definitions) shall have the meaning so to being defined in assigned to it, unless the contrary is expressly stated or the contrary clearly appears from the context, and
- p. If any provision in Clause 1 (Definitions and Interpretation) is a substantive provision conferring rights of imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

2. **Identification as a Promoter and Minimum Promoters' Contribution**

- a. Peak XV hereby agrees and undertakes to be identified as a Promoter of the Company in the Offering Documents solely for the purposes of fulfilling requirements under Regulations 14 and 16 of the SEBI ICDR Regulations in relation to minimum promoters' contribution for the Offer ("**Promoters' Contribution**").
- b. Notwithstanding anything else contained in this Agreement, the Parties hereby acknowledge and agree that Peak XV is a financial investor in the Company and does not exercise control over the Company. Peak XV has not nominated any director, key managerial personnel or member of the senior management of the Company and is not otherwise involved in the day-to-day management, business or affairs of the Company.

3. **Indemnification**

- a. The Parties hereby acknowledge that Amit as the Promoter and Managing Director of the Company is responsible for the day-to-day management of the business and affairs of the Company. The Parties further acknowledge and agree that in case any Claim is made against any person named as a "promoter" of the Company in the Offering Documents, within 10 Business Days of receipt of such Claim (or within any shorter time period as indicated in the Claim) ("**Claim Period**"), Amit shall discharge such Claim in full (including by way of selling his or his relatives' or affiliates' Equity Shares in the Company or by liquidating other assets), so that there is no liability on any other person, and Amit shall provide documentary evidence of such discharge of such Claim to the other Parties. In case Amit does not discharge the Claim in full within the Claim Period and such liability comes on Peak XV, then if Peak XV at its own discretion decides to discharge such unfulfilled part of the Claim, then Peak XV shall be entitled to be indemnified in accordance with the provisions of this Agreement. Without prejudice to the above, in case Amit fails to discharge any Claim or part thereof as per above, each of Peak XV, Bisque, Link and the Series F Investors shall have the right to take any and all legal actions against Amit for recovery of any amounts paid or payable by them (including under this Agreement) on account of Amit's failure to discharge such Claim or part thereof, without any limitation of time.

- b. Each of the Other Shareholders (other than Amit) hereby irrevocably and unconditionally, agree to severally (and not jointly) to indemnify, defend and hold harmless Peak XV and its Affiliates, directors, advisors, partners, agents, officers, representatives, employees and its successors and assignees (“**Peak XV Indemnified Persons**”) against such unfulfilled Claim (or part thereof) that is not paid by Amit in the first instance (“**Loss Amount**”) which the Peak XV Indemnified Person(s) may accordingly be subject to, incur or suffer as a result of, of relating to or arising out of or in connection with any Claim against Peak XV, subject to Clause 5.c, being considered at any time before/after the Listing Date, or being named in the Offering Documents as, a Promoter, including, in relation to (a) any actual or alleged misstatements or omissions in any Offering Document (other than any misstatements or omissions in any Offering Document by Peak XV), and (b) violations of securities Laws by any of the Company or the Other Shareholders or any other error of omission on the part of any of the Company or Other Shareholder, in connection with the Proposed Public Offer including in the Offering Documents; and (2) any breach or failure to perform or inaccuracy of any representation, warranty, covenant or agreement under this Agreement. The Loss Amount payable by the Other Shareholders (other than Amit) to the Peak XV Indemnified Persons shall be paid in cash in the manner set out in Clause 3.c below.
- c. The Parties agree that the liability of the Other Shareholders (other than Amit) under Clause 3.b above shall be such proportion of the Loss Amount as set out in the table below:

Other Shareholder	Liability of Other Shareholder
CC Shareholders	32.7% of the Loss Amount
Series F Investors	35.9% of the Loss Amount
Total	68.6% of the of the Loss Amount

- It is clarified that notwithstanding the above liability apportionment in relation to the Loss Amount under this Clause 3.c, under no circumstances shall Peak XV’s liability exceed 31.4% of the overall Loss Amount.
- d. It is agreed that any liability under this Clause 3 accruing or arising on the part of the Series F Investors shall, subsequent to the expiry of 24 months from the Listing Date, be borne entirely by Emerge Capital Opportunities Scheme. To clarify, subsequent to the expiry of 24 months from the Listing Date, liability of the Series F Investors (other than Emerge Capital Opportunities Scheme) shall cease.
- e. Notwithstanding anything contained in this Agreement, any amount under Clause 3 shall become payable by the Other Shareholders (other than Amit) only upon Peak XV actually making any payment pursuant to any Claim, and thereafter Peak XV providing the Other Shareholders (other than Amit) a written notification of such Claim and evidence of such payment having been made by Peak XV in respect of the Claim. Within 10 Business Days of receipt of such written notification from Peak XV, the Other Shareholders (other than Amit) shall pay to Peak XV Indemnified Persons the amounts as contemplated under Clause 3 in accordance with the written notification of the Claim and payment by Peak XV. In the event that the Other Shareholders (other than Amit) have discharged their indemnification obligations under this Clause 3 and subsequently Peak XV recovers some or all of such payments made by Peak XV under such Claim whether in an order passed in an appeal against the Claim or under any insurance policy or otherwise, Peak XV shall reimburse each of the Other Shareholders (other than Amit) their respective entire amounts (or pro-rata amounts, if only partially recovered) paid by such Other Shareholder (other than Amit) to the Peak XV Indemnified Persons, within 10 Business Days from the date of receipt of such amount so recovered by Peak XV.
- f. Notwithstanding the above, without any limitation of time, and without prejudice to any rights of Peak XV under this Agreement or under applicable law: (i) CC Shareholders and the Series F Investors shall have the right to claim such amounts paid by each of them under Clause 3.c from Amit; and (ii) Peak XV Indemnified Persons shall continue to have the right to claim any portion of the amount of the Claim from Amit, which has not been paid by him under Clause 3.a.

4. **Participation in the Offer for Sale**

- a. Notwithstanding any other provision of this Agreement, the Parties hereby agree and acknowledge that Peak XV shall have, and no provision of this Agreement shall or shall be construed to, restrict, limit, impede, hinder, obstruct or in any way impinge upon the right of Peak XV to participate by way of offering its Equity Shares to the maximum extent permissible under applicable Laws in the Proposed Public Offer (including reducing, increasing or withdrawing such participation at any stage of the Proposed Public Offer).

5. **Certain Covenants**

- a. None of the Other Shareholders shall take any actions that prejudicially impact Peak XV's rights and the Other Shareholders' obligations hereunder.
- b. Nothing contained in the Agreement shall be affected reduced or limited by the termination of the SHA.
- c. If at any time, Peak XV decides in its sole discretion to seek reclassification as a public shareholder (and no longer be identified as a Promoter) in accordance with applicable Law, each of the Other Shareholders shall severally (with respect to itself and not others) exercise all of their respective rights and powers including under the Transaction Documents (as amended) and applicable Law to support Peak XV in its efforts to seek such reclassification, including by way of voting in favor of approving any resolutions to such effect.
- d. Peak XV shall within a period of 24 months from the Listing Date have submitted a request with the Company seeking re-classification of itself from promoter to a public shareholder in compliance with the requisite conditions under Regulation 31A of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("**SEBI LODR Regulations**") ("**Re-classification Application**"). It is clarified that if Peak XV does not fulfil the covenant in the preceding sentence, the indemnification obligations of the Other Shareholders (other than Amit) under Clause 3 shall cease to apply upon the expiry of 24 months from the Listing Date.
- e. If Peak XV completes the submission of the Re-classification Application to the Company within 24 months from the Listing Date and Peak XV or its affiliates continue to hold any shares in the Company upon the expiry of 30 months from the Listing Date, the indemnification obligations of the Other Shareholders (other than Amit) under Clause 3 shall cease to apply upon the expiry of 30 months from the Listing Date, and until the expiry of such 30 month period, such indemnification obligations of the Other Shareholders (other than Amit) under Clause 3 shall continue under this Agreement.
- e. In the event re-classification of Peak XV as a public shareholder does not become effective by the expiry of 30 months from the Listing Date, the indemnification obligation of the Other Shareholders (other than Amit) pursuant to Clause 3 shall continue to be applicable until Peak XV is re-classified as a public shareholder or ceases to be named as a promoter in the disclosures made by the Company to stock exchanges, where such continuation of such indemnification obligation is subject to the following conditions:
 - i. Peak XV should have completed submission of the Re-classification Application to the Company within a period of 24 months from the Listing Date, as stipulated under Clause 5.d; and
 - ii. Peak XV and its affiliates should have transferred/reduced their entire shareholding in the Company to nil no later than the expiry of 30 months from the Listing Date,

It is hereby clarified and agreed by the Parties that subject to Peak XV having complied with the conditions prescribed within the stipulated timelines under this Clause 5.e, the indemnification obligations of the Other Shareholders (other than Amit) pursuant to Clause 3 shall continue to be applicable, irrespective of and notwithstanding any delay or failure on the part of the Company to comply with any of its obligations as

prescribed under the SEBI LODR Regulations in relation to Peak XV's re-classification from promoter to a public shareholder.

- f. It is clarified that notwithstanding anything contained under this Clause 5, immediately upon and with effect from the date of such re-classification of Peak XV from a promoter to a public shareholder becoming effective further to permission from the stock exchanges, the indemnification obligations of the Other Shareholders (other than Amit) pursuant to Clause 3 shall cease to be applicable.
 - g. As long as Peak XV is a Promoter of the Company, Amit shall require Peak XV's prior written approval in order to seek his reclassification as a public shareholder (and no longer be identified as a Promoter). As long as the Other Shareholders (other than Amit) have indemnification obligations as contained in this Agreement, Amit shall require such Other Shareholders' prior written approval in order to seek his reclassification as a public shareholder (and no longer be identified as a Promoter).
 - i. Each of the Other Shareholders severally (with respect to itself and not others) agrees and acknowledges that no information about itself and/or the Company of which Peak XV has knowledge (including constructive knowledge), and no investigation by or on behalf of Peak XV will either (a) prejudice or limit any claim made by Peak XV against such Other Shareholder pursuant to this Agreement or (b) release or limit the indemnification obligations of the Other Shareholders under this Agreement.
6. **Mutual Representation and Warranties.** Each Party hereby represents and warrants (with respect to itself and not any other Party) to each of the other Parties that;
- a. If such Party is not a natural Person, such Party is duly incorporated or organized validly existing under the Laws of the jurisdiction of its incorporation or organization having full corporate power and authority to enter into and perform its obligations under this Agreement;
 - b. If such Party is natural Person, such Party has the power and authority to enter into and perform its obligations under this Agreement;
 - c. This agreement has been duly authorized executed and delivered by them and constitute a valid and binding obligation enforceable against each of them in accordance with its terms; and
 - d. Its entry into, exercise of its respective rights and / or performance of or compliance with its respective obligations under this Agreement does not and will not violate or exceed and restriction imposed by (i) any Laws and regulations binding on it to which it is subject (ii) its constitutional documents, or (iii) any agreement to which it is a party which is binding on its assets.
7. **The Other Shareholders' Representations and Warranties to Peak XV.** Each of the Other Shareholders hereby severally (and not jointly) represents, warrants and covenants to Peak XV that:
- a. it is not insolvent within the meaning of applicable Laws or unable to pay their respective debts under the insolvency laws of any applicable jurisdiction and has not stopped paying its debts as they fall due. No administrator or any receiver or manager has been appointed by any Person in respect of its assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. It has not become subject to any analogous proceedings appointments or arrangements under the laws of any applicable jurisdiction.
 - b. there is no pending litigation, arbitration, mediation or other legal proceedings (whether as plaintiff, defendant or otherwise) involving it nor is there any injunction, restraining order, or any other legal regulatory restraint, prohibition in effect, threatened in effect or issued or made by any court of competent jurisdiction or any other Person, against it which could in any manner prevent constrain or affect any of the transactions and arrangements contemplated in this Agreement;
 - c. it does not require consent from any other Person to perform its own obligations under this Agreement;

- d. it is not aware of any facts or circumstances that may give rise to a Claim as of the date of this Agreement, and it undertakes and covenants to notify Peak XV immediately should it learn of any actual or suspected violation or matter that could give rise to a Claim;
 - e. all disclosures that it is required to make pursuant to applicable Law have been duly and accurately made and will be duly made in the Offering Documents and such disclosures shall be true, complete, accurate and not misleading in any material respect;
 - f. other than any insurances that may be obtained by the Company, or Amit for themselves, there exists no contract agreement, side letter or other arrangement between itself, the Company and/or any Person relating to any indemnification or protections or similar rights for itself in connection with Amit's or Peak XV's status or designation as Promoters of the Company; and
 - g. there are no facts or circumstances in relation to itself or the transactions contemplated in this Agreement in relation to itself which have not been fully and fairly disclosed in writing to Peak XV and which if disclosed might reasonably have been expected to affect the decision of Peak XV to agree to be considered as a Promoter and/or be named as a Promoter in this Offering Documents.
8. **Governing Law.** This Agreement (and any dispute or claim relating to it or its subject matter (including non-contractual claims)) is governed by and is to be construed in accordance with the laws of India without giving effect to any conflicts of the law principles.

9. **Dispute Resolution**

- a. All disputes, differences or claims arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, performance, termination or alleged violation shall be resolved exclusively by binding arbitration of the Singapore International Arbitration Centre, in accordance with its arbitration rules in effect from time to time. The arbitration shall be conducted by a sole arbitrator and the procedural rules governing the arbitration shall be the arbitration rules of the Singapore International Arbitration Centre.
- b. The seat and venue for such arbitration shall be New Delhi and all proceedings shall be conducted in the English language.
- c. A Party seeking to commence arbitration under this Clause shall first serve a written notice, specifying the matter or matters to be so submitted to arbitration, on the other parties hereto.
- d. All claims and counterclaims shall, to the extent such claims or counterclaims are known at the time any arbitration is commenced, be consolidated and determined in the same arbitration proceeding.
- e. The award rendered by the arbitrator shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the parties thereto shall bear such costs or in what proportions such costs shall be borne by such parties.
- f. The award rendered by the arbitrator shall be final and conclusive on all parties to this Agreement, whether or not such parties have taken part in the arbitration, and shall be subject to forced execution in any court of competent jurisdiction.
- g. Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- h. Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the parties to pursue any remedy (including for monetary damages) through the

arbitration described in this Clause. For the avoidance of doubt, any Party may approach the relevant courts in India to seek interim relief under the Indian Arbitration and Conciliation Act, 1996, as amended.

10. **Jurisdiction.** Without limiting the foregoing, each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts of India and all appellate courts therefrom, in connection with any claim, action or suit for injunctive relief, specific performance or other equitable relief in connection with this Agreement, or to enforce any award rendered by an arbitrator duly appointed in accordance with this Agreement, and each party irrevocably waives any claim that any such court is an inconvenient forum.
11. **Service of process.** Process in any such action, suit or proceeding in connection with any dispute may be served on any party anywhere in the world, and each Party agrees that, in addition to any method of service of process otherwise provided by applicable Law, service of process on each Party may be made by any method for giving such Party notice as provided in this Agreement, and shall be deemed effective service of process on such Party.
12. **Specific Performance.** Each Party hereto acknowledges that the remedies at Law of the other Parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any Party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.
13. **Confidentiality**
 - a. Each Party shall keep all information relating to the other Parties, information relating to the transactions herein and this Agreement (collectively referred to as the “**Information**”) confidential. None of the Parties shall issue any press release or public announcement or otherwise made any disclosure concerning the information relating to any other Parties, without the prior approval of such other Parties, provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under applicable Law.
 - b. Nothing in this Clause 14 (*Confidentiality*) shall restrict any Party from disclosing Information for the following purposes:
 - i. to the extent of disclosure in relation to this Agreement as a material agreement in the Offering Documents, or disclosure of this Agreement as a material document for inspection in connection with the Proposed Public Offer as required and in accordance with the SEBI ICDR Regulations;
 - ii. to the extent that such information is in the public domain other than by breach of this Agreement;
 - iii. to the extent that any Party is required to disclose such Information pursuant to any applicable Law or stated policies/standard practice of such Party or required to be disclosed by a party to any Government Authority to whose jurisdiction such party is subject or with whose instructions it is customary to comply;
 - iv. to the extent that nay of such Information is/are later required by such party from a source not obligated to any other Party hereto, or its Affiliates, to keep such Information confidential;
 - v. insofar as such disclosure is reasonably necessary to such Party’s employees, directors, professional advisers, trustees, beneficiaries, direct or indirect investors or investment managers, provided that such Party shall procure that such employees, directors, professional advisors, trustees, beneficiaries, direct or indirect investors or investment managers treat such Information as confidential. For the avoidance of doubt, it is clarified that disclosure of information to such employees, directors, professional advisors, trustees,

beneficiaries, direct or indirect investors or investment managers shall be permitted on a strictly “need-to-know basis”;

- vi. to the extent that any such Information was previously known or already in the lawful possession of such Party, prior to disclosure by any other party hereto; and
 - vii. to the extent that any information, materially similar to the Information, shall have been independently developed by such Party without reference to any Information furnished by any other party hereto.
- c. Any press release or public announcement by any of the Other Shareholders (including any press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials, or otherwise to the general public) containing references to Peak XV or identifying Peak XV as a Promoter, shall require the prior written consent of Peak XV.
 - d. Without the prior written consent of Peak XV, none of the Other Shareholders shall use, publish or reproduce the name “Peak XV Partners Investments V ” or any similar name, trademark or logo in any of the Offering Documents, marketing, advertising or promotion materials (including refence on or links to websites, press release and similar materials) or otherwise for any marketing, advertising or promotional purposes.
13. **Notices.** Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or email addressed to the intended recipient at its address set forth below, or to such other address or email id as a party may from time to time duly notify to the others.
- a. If to Peak XV:
Name: Peak XV Partners Investments V
Address: Apex House, Bank Street, TwentyEight, Cybercity, Ebene 72201, Republic of Mauritius
Email: peakxv@apexfs.group, CC: onedesk@peakxv.com
 - b. If to Amit:
Name: Amit Ramani
Address: 3/30, First Floor, West Patel Nagar, New Delhi 110 008, India
Email: aramani@nelsonindia.com
 - c. If to Bisque:
Name: Bisque Limited
Address: Suite 504, 5th Floor, St James Court, Port Louis 11328, Mauritius
Attention: The Director
Email: kenny@chryscapital.com
 - d. If to Link:
Name: Link Investment Trust
Address: Q-8, Second Floor, Hauz Khas Enclave, New Delhi – 110016, India
Attention: Ashley Menezes
Email: ashley@chryscapital.com
 - e. If to Series F Investors
Name: Series F Investors
Address: B-802, Naman Midtown, Senapati Bapat Marg, Elphinstone Mumbai Maharastra – 400013
Email: petalinvestments@gmail.com

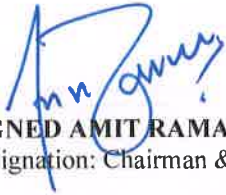
14. **Co-operation.** Each Party (severally and not jointly) shall promptly and duly execute and deliver all such further instruments and documents, and do or procure to be done all such acts or things, as may be reasonably deemed necessary or desirably by any Party in obtaining the full benefits of this Agreement (including providing in a timely manner all documents, information and cooperation as may be requested by a Peak XV Indemnified Person to defend any claim or proceedings initiated against any Peak XV Indemnified Person in connection with an Indemnified Matter).
15. **Further Assurances.** The Parties (severally and not jointly) agree to undertake all such deeds and actions as may be required to give effect to this Agreement and take necessary steps to ensure that the provisions of this Agreement are complied with and are enforceable and remain enforceable. Notwithstanding anything to the contrary, but without limiting the scope of the foregoing, the Other Shareholders (severally and not jointly) shall undertake all actions for seeking and obtaining the approval of any Person and/or all relevant Government Authorities (including the Reserve Bank of India) whether required under the Foreign Exchange Management Act, 1999 or otherwise as may be required for (a) claiming, recovering or repatriating any monies by Peak XV and/or its affiliates, (b) payment of indemnity as per the provisions of this Agreement, and/or (c) undertaking any of the obligations under the provisions of this Agreement.
16. **Entire Arrangement:** This Agreement shall constitute the entire understanding amongst the parties hereto in relation to the subject matter hereof, and in the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Transaction Documents (as amended), the terms and conditions of this Agreement shall prevail, to the extent relevant.
17. **Miscellaneous**
 - a. Each Party is severally (and not jointly) responsible for its respective representations, warranties, covenants, understandings, obligations and /or agreement in this Agreement, except as otherwise specified in this Agreement.
 - b. This Agreement may be executed in any number of originals or counterparts, including copies received via facsimile, or in scanned format through e-mail, 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 Agreement by signing any one or more of such originals or counterparts. This Agreement may be executed by delivery of PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any Party delivers a PDF format copy of a signature page to this Agreement, such Party shall deliver the original executed signature page upon request of any party provided, however, that failure to deliver the original executed signature page upon request shall not impact the validity or due execution of this Agreement or the validity of the scanned signature page delivered such party in PDF format.
 - c. All costs and expenses incurred by a Party in relation to the negotiations, preparation and execution of this Agreement and the consummation of the transactions contemplated hereunder shall be borne by such Party.
 - d. All terms and conditions of this Transaction Documents (as amended) shall continue to bind the parties thereto in accordance with the terms thereof and none of the rights and obligations of any party to the Transaction Documents (as amended) shall be deemed to be altered, modified, waived or amended in any manner whatsoever. Peak XV's rights under the Transaction Documents (as amended) shall not be extinguished or otherwise limited in any manner, and shall continue to remain available unabated to Peak XV.
 - e. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.
 - f. All remedies of any Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

- g. Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted, provided the fundamental terms of this Agreement are not altered.
- h. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind or shall be deemed to be the agent of this other in any way.
- i. Any term of this Agreement, and this Agreement itself, may be amended, restated, supplemented, varied and/or modified in any manner at any time with (and only with) the written consent of all Parties.
- j. Amit shall not be permitted to assign this Agreement to any Person (including Affiliates) without the prior written approval of Peak XV. The Parties hereby agree that subject to the terms of this Agreement, Peak XV may, in its sole discretion, assign any of its rights under this Agreement to its Affiliate(s) to the extent permitted by Law and with the prior written approval of the Other Shareholders, which shall not be unreasonably withheld.
- k. Notwithstanding anything to the contrary, in addition to the rights and remedies set forth elsewhere in this Agreement, Peak XV shall have the right to set-off against any payment (current or future) due from Peak XV to Amit.
- l. In the event of any change in applicable Law or inability of the Parties to procure any approvals from any Governmental Authority that may be required in terms of this Agreement, that results in any of the terms of this Agreement to be rendered as invalid or unenforceable, the Parties agree and undertake that they shall mutually discuss and, if practicable, agree on an alternate structure (which alternate structure discuss and, if practicable, agree on an alternate structure (which alternate structure shall be valid and enforceable) in respect of the transactions contemplated in this Agreement which shall reflect the commercial understanding between the Parties.

18. This Agreement shall come into effect from the date of its execution.

[Signature pages to follow]

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.



SIGNED AMIT RAMANI

Designation: Chairman & Managing Director

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investors and Peak XV Partners Investments V.

A handwritten signature in black ink, appearing to read "Amit Ramani".

SIGNED FOR BISQUE LIMITED

Designation: Director

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investors and Peak XV Partners Investments V.

SIGNED FOR LINK INVESTMENT TRUST
Designation: Authorised signatory
Name: Ashley Menezes



A circular blue stamp for Link Investment Trust, Delhi, is positioned over the signature. The stamp contains the text "LINK INVESTMENT TRUST" around the perimeter and "Delhi" in the center. A small star is located at the bottom center of the stamp.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorised signatories the day and year first above written.

Signed and delivered for, and on behalf of,
PEAK XV PARTNERS INVESTMENTS V:

Name: 
Designation: Director

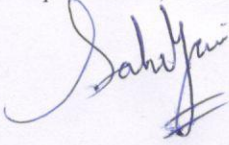
This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.



SIGNED FOR ARJUN SHANKER BHARTIA

Designation:

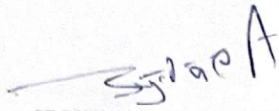
This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.

A handwritten signature in blue ink, appearing to read "Amit Ramani", with a stylized flourish at the end.

SIGNED FOR EMERGE CAPITAL OPPORTUNITIES SCHEME

Designation:

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.

A handwritten signature in black ink, appearing to read 'Ashutosh Bihani', with a long horizontal stroke extending to the left.

SIGNED FOR ASHUTOSH BIHANI

Designation:

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a horizontal line and a small flourish.

SIGNED FOR RAJESH KUMAR GUPTA

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Raman̄, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.



SIGNED FOR RAJIV GOEL

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.

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

SIGNED FOR RAMESH KUMAR SHARMA

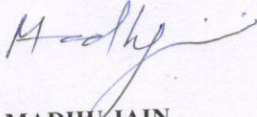
This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramanī, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.

For QRG Investments And Holdings Limited

 **Authorised Signatory** 

SIGNED FOR QRG INVESTMENTS AND HOLDINGS LIMITED
Name: **RAMESH KUMAR SHARMA, AASHI GROVER**
Designation: **AUTHORISED SIGNATORY**

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.

A handwritten signature in blue ink, appearing to read "Madhu Jain", with a long horizontal flourish extending to the right.

SIGNED FOR MADHU JAIN,
Designation:

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.

For KARMAV REAL ESTATE HOLDINGS LLP



SIGNED FOR KARMAV REAL ESTATE HOLDINGS LLP

Designation:

ROBIN SHARMA

DESIGNATED PARTNER

This signature page forms an integral part of the Inter-se Agreement entered by and among, Mr. Amit Ramani, the Bisque Limited, Link Investment Trust, Series F Investor and Peak XV Partners Investments V.

SIGNED FOR VBAP HOLDINGS PRIVATE LIMITED

Designation:

For VBAP Holdings Pvt. Ltd.



(Authorised Signatory)

SCHEDULE I
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 Lane, 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	rajivagoel@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 Mahalia, 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
Madhu Jain	F122, Model Town, New Delhi – 110009	petalinvestments@gmail.com