



Reference no: JKP/0129/0133

## Annexure A

Date: 27 September 2023

To,

The Board of Directors

Awfis Space Solutions Limited

C-28-29, Kissan Bhawan

Qutab Institutional Area

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South Delhi, New Delhi 110016

India

Dear Sir / Madam

**Re: Proposed initial public offering of equity shares ("Equity Shares") by Awfis Space Solutions Private Limited (the "Company")**

We refer to the debt facilities extended to the Company from us and identified in Appendix I to this letter (the "Loans") and to your letter dated September 8, 2023 ("Request Letter") in relation to the above-captioned subject matter.

We hereby confirm that Loans (as set out in Appendix I) comprise all sanctioned facilities or outstanding borrowings of the Company with us.

We have no objection to, and hereby give our consent and waiver to, the Company to proceed with and consummate the proposed Offer and the Conversion, and to do all other acts and deeds in connection with the Offer and the Conversion, including but not limited to, executing all documents, forms and instruments in connection with the Offer and the Conversion, and undertaking various actions in relation to the Offer and the Conversion, including but not limited to the issue and allotment of Equity Shares, changes to the capital structure of the Company, changes in the shareholding pattern of the Company (including any transfer or disposal of Equity Shares in the Offer for Sale.), dilution of the shareholding of existing shareholders including the promoters, changes in the constitution, management, ownership or control of the Company, as well as certain ancillary actions thereto, including but not limited to changes in the composition of the board of directors and the management set-up of the Company in accordance with applicable law, amendments to the memorandum of association and articles of association of the Company, change in the name of the Company, engagement of such book running lead managers, syndicate members and such other intermediaries, as may be deemed appropriate by the Company in its sole discretion, entering into any agreements in relation to the proposed Offer, opening bank accounts with third parties as required in respect of the proposed Offer only, utilisation of the Offer proceeds in a manner as may be determined by the Company, including but not limited to making any prepayment or repayment of loans and/or any financial assistance or debt availed of by the Company and/or its subsidiary(ies), if any, capital expenditure and investments in the subsidiary of the Company, and delegation of the relevant powers of the board of directors to its committee(s) or sub-committees (collectively, the "Offer Related Actions"). All other terms and conditions which are outside the above Offer Related Actions, shall continue to be in effect without requiring any further action.

We hereby waive our right to convert debt into equity. Further, we hereby waive our general lien or similar right to which we may be entitled by law, practice, custom or otherwise, and specific and special lien on all your present and future shares and/or securities (as defined by the Securities Contracts (Regulation) Act, 1956).

Further, with reference to the Loan Documentation we confirm that:

(i) the accounts held by the Company with us are regular and there have been no current or past defaults on account of repayment of interest or principal, or violation of any financial covenants or of any other provisions or conditions of the Loan Documentation;

(ii) there has been no event of default, cross-default, delay, roll-over, moratorium, restructuring or rescheduling of loans or credit facilities or acceleration of loans and no trigger event has occurred under the Loan Documentation;

(iii) there is no pending litigation, dispute, notice, show-cause or attachment order initiated or issued or threatened to

initiate by us against the Company or against any of the directors or promoters of the Company in relation to any of the borrowings of the Company, as on the date of this consent;

(iv) we have not issued any notices of default (including cross-default), sought any prepayments or accelerations in repayment or any lump sum payments, cancelled any of our available commitments, withheld any disbursements, imposed penal interest, sought termination, suspension or cancellation of any loan or credit facilities availed by the Company, sought for conversion of the loan amounts into Equity Shares, exercised step-in rights or overtaken management control or invoked any of our rights in relation to the security provided in relation to the borrowings till date;

(v) we have not declared the Company, its promoters or directors as willful defaulters or fraudulent borrowers and we have not initiated attachment of the Company's or any of its directors' or promoters' properties in connection with the Loan Documentation;

(vi) the Company has complied with and is not, nor in the past been in breach of any of the terms, conditions, representations, warranties and covenants in relation to the Loan Documentation; and

(vii) we have not issued a notice seeking enforcement of the guarantees provided in connection with the facilities availed by the Company under Appendix I, and the guarantors have not defaulted in its obligations in respect of such guarantee.

We further confirm that the above information in relation to us is true and correct.

The aforesaid, consent, waiver and approval given in this letter satisfy all requirements under the Loan Documentation to obtain our consent for any of the Offer Related Actions that the Company may be required to take in connection with the proposed Offer.

We confirm further that any action or other steps taken by the Company in connection with the proposed Offer would not constitute an event of default under the Loan Documentation.

We further consent to the inclusion of our name as a lender to the Company and the disclosure of details of the facilities granted by us along with outstanding loan amount(s) in any offer document(s) and any other related documents that may be issued in connection with the Offer. The contents of this certificate can also be disclosed in any document relating to the proposed Offer, as may be required or appropriate in accordance with applicable laws.

We represent that our execution, delivery and performance of this consent has been duly authorised by all necessary actions (corporate or otherwise).

We also authorize you to deliver a copy of this letter of consent to any stock exchange, registrar of companies and any other governmental / regulatory authorities as required under any applicable laws or if requested for by any such regulatory / governmental authority.

We undertake to keep strictly confidential the details of the proposed Offer, your request letter and this consent.

We confirm that this letter can be relied on by the Company and any other advisors appointed in relation to the Offer. We confirm that we will immediately inform the Company and BRLMs of any change to the aforementioned information until the Equity Shares commence trading on the Stock Exchanges pursuant to the proposed Offer.

Capitalised terms which are not defined herein have the same meaning as ascribed to them in the Request Letter.

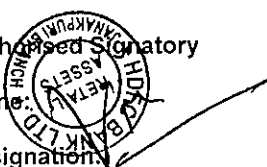
Yours sincerely,

For HDFC Bank Limited

Authorised Signatory

Name:

Designation:



Please quote your Agreement number whenever you contact us. For any clarifications, please contact us at: Phone Banking No: 18002678678 Email: [loansupport@hdfcbank.com](mailto:loansupport@hdfcbank.com) Regd. Office: HDFC Bank Ltd. HDFC Bank House, Senapati Bapat Marg, Lower Parel (West) Mumbai-400013  
Corporate Identification Number : L65920MH1994PLC080618, PAN NO : - AAACH2702H