INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP75894754997320X

सत्यमेव जयते

e-Stamp

Signature.....

ACC Name - Vikas Chauhan ACC Code - UP14003304

ACC Add - Noida - Mobile - 9540079101

License No.- 178/2018, Tehsil & Distric - G.B. Nagar

Certificate No.	:	IN-UP75894754997320X
Certificate Issued Date	:	31-Jan-2025 02:55 PM
Account Reference	:	NEWIMPACC (SV)/ up14003304/ NOIDA/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUP14003304487672374213330X
Purchased by	:	PHYSICSWALLAH LIMITED
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	PHYSICSWALLAH LIMITED
Second Party	:	MANAN CONSULTANCY LLC FZ
Stamp Duty Paid By	:	PHYSICSWALLAH LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

IN-UP75894754997320X

Please write or type below this line

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

31-Jan-2025 02:55 PM 31-Jan-2025 02:55 PM 31-Jan-2025 02:55 PM PHYSICSWALLAH LIMITED PHYSICSWALLAH LIMITED

DEED OF ADHERENCE

THIS **DEED OF ADHERENCE** ("**Deed**") is made on 11th day of february 2025,

AMONG:

MANAN CONSULTANCY L.L.C-FZ, a company incorporated under the laws of United Arab Emirates, bearing permanent account number AASCM5536A and having its office at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, United Arab Emirates (hereinafter referred to as "**the Covenantor**", which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include its successors, and permitted assigns) to whom the Equity Shares of the Company have been Transferred;

AND

PHYSICSWALLAH LIMITED, a private limited company incorporated under the Companies Act, 2013, bearing permanent account number AALCP1681Q, and having its registered office at Plot No. B-8, Tower A, 101-119, KLJ Noida One, Noida, Gautam Buddha Nagar - 201309, Uttar Pradesh, India (hereinafter referred to as "**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).

THIS DEED IS SUPPLEMENTAL to the Amended and Restated Shareholders Agreement ("**Shareholders Agreement**") made on November 19, 2024, executed by and amongst the Company, Hornbill Capital Partner Limited, Westbridge AIF I, Konark Trust, MMPL Trust, Setu AIF Trust, GSV Ventures Fund III. L.P., Lightspeed Opportunity Fund II, L.P. (hereinafter collectively be referred to as the "**Existing Shareholders**")

AND WITNESSES as follows:

1. The Covenantor hereby confirms that he has been supplied with a copy of the Shareholders Agreement and the Articles of Association and hereby covenants with each of the Existing Shareholders of the Company and the Company to observe, perform and be bound by all the terms thereof which are applicable to and specifically refer to a Shareholder (*as defined in the Shareholders Agreement*) and are capable of applying to the Covenantor to the intent and effect that the Covenantor shall be deemed with effect from the date on which the Covenantor is registered as a member of the Company to be a Party to the Shareholders Agreement.
2. The Covenantor hereby covenants that it shall not do any act or commit any omission that derogates from the provisions of the Shareholders Agreement or the Articles of Association of the Company.

3. The Covenantor represents and warrants to the Company and the Existing Shareholders of the Company that:

    (a) It is a Person competent to execute and deliver and to perform its obligations under this Deed and has taken all necessary actions (statutory or otherwise) to execute and authorize the execution, delivery and performance of this Deed.

    (b) This Deed upon execution and delivery by the Covenantor shall constitute a legal and binding obligation, enforceable against the Covenantor in accordance with its terms.

    (c) The execution and delivery by the Covenantor of this Deed and the performance of its obligations hereunder do not and will not violate any provision of any applicable Law or any agreement to which the Covenantor is a party or by which Covenantor or any of its assets or properties are

bound.

(d) No approvals of any Governmental Authority is required to enable the Covenantor to lawfully perform its obligations hereunder.

4. Notices, demands or other communication required or permitted to be given or made under the Shareholders 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 number as the Covenantor may from time to time duly notify to the others:

(b) Attention: The Directors
(c) Address: Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.
(d) Email ID: mananconsultancyllc@gmail.com

1. All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Shareholders Agreement.

This Deed shall be governed in all respects by the Laws of India.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

For and on behalf of:
PhysicsWallah Limited



By: PRATEEK BOOB
Title: DIRECTOR

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

Signed and delivered

For and on behalf of **MANAN CONSULTANCY L.L.C-FZ**



Name: Samir Chikhalikar

Designation: Director