INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP72542602312796X

सत्यमेव जयते

e-Stamp

Tanu Stamp Paper Vendor Govt. Licence No. 469
Acc Code: up 14075804
Mob: 9718525607

Certificate No.	:	**IN-UP72542602312796X**
Certificate Issued Date	:	02-Aug-2025 06:22 PM
Account Reference	:	NEWIMPACC (SV)/ up14075804/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUP14075804388682035840008X
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	:	RISHI GUPTA
Stamp Duty Paid By	:	PHYSICSWALLAH LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

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

02-Aug-2025 06:22 PM 02-Aug-2025 06:22 PM 02-Aug-2025 06:22 PM

DEED OF ADHERENCE

THIS **DEED OF ADHERENCE** (**"Deed"**) is made on 05th day of August 2025, at Noida.

AMONG:

RISHI GUPTA , an Indian resident citizen holding Permanent Account Number AGFPG6649C , residing at H.NO 2, BLOCK-B, CORP NO 3/47 KHANDARI LAJPAT KUNJCIVIL LINE, AGRA 282002, UTTAR PRADESH INDIA (hereinafter referred to as "the Covenantor", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs, representatives and permitted assigns) who has been allotted 78,480 Equity Shares of the Company; and

Physicswallah Limited , a limited Company incorporated under the Companies Act, 2013 and having its registered office at Plot no. B 8, Tower A, 101-119, Sector-62, Noida, Gautam Buddha Nagar - 201309, Uttar Pradesh, India (hereinafter referred to as the **"Company"**, which expression shall, unless 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 dated September 19, 2024, as amended from time to time, including Amendment cum Waiver and Consent Agreement dated March 06, 2025 (**"Shareholders Agreement"**), 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) He is a Person competent to execute and deliver and to perform his 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 him shall constitute a legal and binding obligation on him, enforceable against him in accordance with its terms.

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

RISHI GUPTA

Digitally signed by RISHI GUPTA
Date: 2025.08.05 17:07:57 +05'30'

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 his 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:

Name : RISHI GUPTA

Address : H.NO 2, BLOCK-B, CORP NO 3/47 KHANDARI LAJPAT KUNJ CIVIL LINE, AGRA 282002, UTTAR PRADESH INDIA

Attention : RISHI GUPTA

Email : rishi@guptaoverseas.com

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.

RISHI GUPTA

Digitally signed by RISHI GUPTA
Date: 2025.08.05 17:08:37 +05'30'

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 Deed the day and year first above written.

For Me

RISHI GUPTA Digitally signed by RISHI GUPTA Date: 2025.08.05 17:09:07 +05'30'

Name:
Authorised Signatory