

INDIA NON JUDICIAL



सत्यमेव जयते

Government of National Capital Territory of Delhi

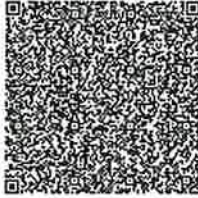
₹450

e-Stamp

Certificate No. : IN-DL27944718153970W
Certificate Issued Date : 15-Jan-2024 04:09 PM
Account Reference : IMPACC (IV)/ dl921303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL92130318586169690554W
Purchased by : TIMES INTERNET LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : TIMES INTERNET LIMITED
Second Party : 360 ONE SPECIAL OPPORTUNITIES SERIES 12
Stamp Duty Paid By : TIMES INTERNET LIMITED
Stamp Duty Amount(Rs.) : 450
(Four Hundred And Fifty only)

सत्यमेव जयते

₹450



Please write or type below this line

IN-DL27944718153970W

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.

INDIA NON JUDICIAL



सत्यमेव जयते

Government of National Capital Territory of Delhi

₹50

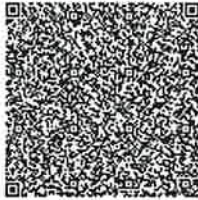
e-Stamp

Certificate No. : IN-DL27946033444306W
Certificate Issued Date : 15-Jan-2024 04:10 PM
Account Reference : IMPACC (IV)/ dl921303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL92130318584937520780W
Purchased by : TIMES INTERNET LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : TIMES INTERNET LIMITED
Second Party : 360 ONE SPECIAL OPPORTUNITIES SERIES 12
Stamp Duty Paid By : TIMES INTERNET LIMITED
Stamp Duty Amount(Rs.) : 50
(Fifty only)

₹50
₹50
₹50
₹50
₹50

सत्यमेव जयते

₹50



Please write or type below this line

IN-DL27946033444306W

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.

DEED OF ADHERENCE

This Deed of Adherence (“**Deed**”) is executed as of 05 February, 2024 (“**Execution Date**”).

BY AND AMONGST:

1. **360 ONE Special Opportunities - Series 12**, acting through 360 ONE Asset Management Limited, a company registered under the Companies Act, 1956 in its capacity as the investment manager of the 360 ONE Special Opportunities - Series 12 and having its registered office at 6th Floor, 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel West, Mumbai 400013, India, (hereinafter referred to as the “**New Shareholder**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

2. **Times Internet Limited**, a company incorporated under the laws of India, with permanent account number **AABCT1559M** and having its registered office at Express Building, 9-10 Bahadurshah Zafar Marg, New Delhi, 110002, India, (hereinafter referred to as “**TIL**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

The New Shareholder and TIL are hereinafter individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

WHEREAS:

- (A) TIL was issued and allotted Equity Shares of the Company (“**TIL Shares**”) pursuant to the Business Transfer Agreement entered into between *inter alios* TIL and the Company dated 12 May 2022 (“**BTA**”).
- (B) Accordingly, TIL and the Company *inter alios* entered into the Deed of Accession and Adherence to the Shareholders’ Agreement dated 14 June 2022 (“**TIL DoA**”) which *read with* the shareholders’ agreement dated 21 April 2021 executed by and amongst the Company, Founders, the Executing Investors and other investors of the Company *inter alios* records the *inter se* rights and obligations of shareholders of the Company (the TIL DoA together with the shareholders’ agreement dated 21 April 2021, the “**SHA**”, as may be further amended and restated from time to time).
- (C) TIL and the New Shareholders have entered into a share purchase agreement dated 18 January 2024, pursuant to which TIL has agreed to sell to the New Shareholder, 36,00,000 (Thirty Six Lakh) TIL Shares, in a manner provided in the SPA, and having rights, obligations, terms and conditions as provided in the SPA *read with* the SHA (“**Sale Shares**”).
- (D) Accordingly, the Parties are desirous of executing this Deed and the New Shareholder agrees to be bound by and be subject to the terms of the SHA on and from the Execution Date.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Interpretation.

In this Deed, capitalised terms used but not defined herein shall have the meaning ascribed to such terms in the SHA.

2 Covenants.

2.1 The New Shareholder hereby covenants to adhere to, and be bound by, all restrictions and obligations applicable upon the Transfer of Sale Shares pursuant to the provisions of the SHA.

2.2 The New Shareholder shall have such applicable rights as the holder of the Sale Shares as an Investor as set out under the SHA, except as expressly excluded in the SHA, including in relation to Transfer of Shares by other shareholders.

2.3 TIL hereby covenants to continue to be bound by the terms of the SHA and continue to have applicable rights in accordance with the SHA till such time it continues to hold TIL Shares, except as expressly contemplated under the SHA.

2.4 The New Shareholder hereby agrees, acknowledges and undertakes that:

2.4.1 a copy of the SHA and Articles of the Company has been made available to it;

2.4.2 the New Shareholder accedes and ratifies the SHA;

2.4.3 it shall not do anything, or take any actions, that derogates from the provisions of the SHA and the Articles; and

2.4.4 the Company shall not be bound to give effect to any act or voting rights exercised by the New Shareholder which are not in accordance with the SHA.

3 Representations and Warranties.

3.1 The New Shareholder hereby represents and warrants that:

3.1.1 it is duly incorporated and validly existing as a corporation under the applicable laws of its place of incorporation and has full power, capacity and authority to execute, deliver and perform its obligations under this Deed and the SHA and has taken all necessary actions (corporate, statutory or otherwise) to execute and authorise the execution, delivery and performance of this Deed and the SHA;

3.1.2 this Deed, upon execution and delivery by the New Shareholder will constitute a legal and binding obligation on the New Shareholder, enforceable against the New Shareholder in accordance with its terms;

3.1.3 the execution, delivery and the performance by the New Shareholder of the acts and obligations under this Deed do not and will not violate any provisions of any regulations or any agreement to which it is a party or by which it or any of its properties are bound; and

3.1.4 no authorization or approval of any Governmental Authority is required to enable it to lawfully perform its obligations hereunder.

4 **Incorporation of Provisions of the Agreement.**

This Deed is supplemental to the SHA and the provisions of Clause 14.5 (*Confidentiality*), Clause 17 (*Miscellaneous*) (to the extent applicable) of the shareholders' agreement dated 21 April 2021 as amended by the TIL DoA, and as may be further amended from time to time, shall apply *mutatis mutandis* to this Deed and will be deemed to be incorporated herein by reference as if the same were reproduced herein with references therein to this SHA being references to this Deed.

5 **Notices to the New Shareholder.**

The address of the New Shareholder for the purpose of receiving the notices under the SHA is as under:

New Shareholder

Name : 360 ONE Private Equity Fund

Address : 6th Floor, 360 ONE Centre, Kamala City, Senapati Bapat Marg, Lower Parel West, Mumbai 400013, India

Email : sandeep.maheshwari@360.one


Attention : Mr. Sandeep Maheshwari

[Signature pages to this Deed of Adherence follow.]

IN WITNESS WHEREOF this Deed of Adherence has been executed as a deed.

Signed and delivered for and on behalf of

TIMES INTERNET LIMITED



(Authorised Signatory)

Name: RAKESH SONY

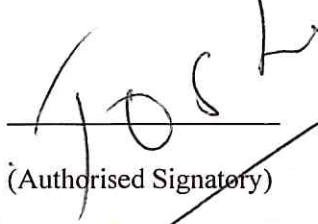
Designation: Authorised Signatory

This signature page forms part of the deed of adherence executed by and amongst Times Internet Limited and 360 ONE Special Opportunities - Series 12.

IN WITNESS WHEREOF this Deed of Adherence has been executed as a deed.

Signed and delivered for and on behalf of

360 ONE Special Opportunities - Series 12



A handwritten signature in black ink, appearing to read 'Sandeep Joshi', is written over a horizontal line. A large, diagonal handwritten mark, possibly a checkmark or a stylized signature, is drawn across the signature and extends upwards and to the right.

(Authorised Signatory)

Name: **SANDEEP JOSHI**

Designation: *Authorized Signatory*

This signature page forms part of the deed of adherence executed by and amongst Times Internet Limited and 360 ONE Special Opportunities - Series 12