**DRFAT FORMAT OF DEED OF ADHERANCE**

This Deed of Adherence is made this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_\_.

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the “**Covenantor**” which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its Affiliates, heirs, executors, successors and permitted assigns) to whom the Equity Shares of [●] (hereinafter referred to as the “**Company**”) have been transferred by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Transferor**”)

In favour of:

The Company and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “**Continuing Shareholders**”).

This Deed is supplemental to the Shareholder’s Agreement (the “**Agreement**”) made the [●] day of [●], 2024, between the Transferor, the Company, Promoter and the Continuing Shareholders.

In consideration of the Transferor having transferred Equity Shares of the Company to the Covenantor and in consideration of the Company Promoter, and the Continuing Shareholders having agreed to such transfer, the Covenantor hereby agrees and undertakes as follows:

The Covenantor hereby confirms that a copy of the Agreement and the Articles of Association of the Company have been made available to it and hereby covenants with the Continuing Shareholders, the Promoter and the Company to observe, perform and be bound by all the terms which are capable of applying to the Covenantor and the Covenantor shall be deemed to be a Shareholder with effect from the date on which the Covenantor is registered as a member of the Company as a Shareholder.

The Covenantor hereby covenants that it shall do nothing that derogates from the provisions of the said Agreement and the Articles of Association.

The Covenantor shall, subject to the terms of the Agreement and Articles of Association, have the same rights and obligations as the Transferor.

The Covenantor further confirms and recognizes that the Company shall not be bound to give effect to any act or voting rights exercised by the Covenantor which are not in accordance with the Agreement.

The Covenantor represents and warrants to the Continuing Shareholders that:

It is a person competent to execute and deliver, and to perform its obligations under, this Deed.

The execution and delivery by it of this Deed and the performance of its obligations hereunder do not and will not violate any provision of any regulations or any agreement to which it is a party or by which it or any of its properties are bound.

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

Capitalized words and expressions used, but not expressly defined herein, shall have the meaning given to them under the Agreement.

Executed as a DEED the day and year first before written.

For the **Covenantor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Title:

For the **Transferor**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Title:

For the **Company**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Title:

For the **Promoter**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

Title: