

Bisque Limited (the “Company”)

EXTRACT OF MINUTES OF PROCEEDINGS OF THE BOARD MEETING OF THE COMPANY HELD AT APEX HOUSE, BANK STREET, TWENTYEIGHT, CYBERCITY, EBENE 77201, MAURITIUS ON 7 MAY 2024.

PRESENT: **MS PANIR PUSHPOM SOOBIAH**
MR SHAH AHMUD KHALIL PEERBOCUS
MR GEORGE JOHN DUMBELL

IN ATTENDANCE: **MR MEDERICK ROUSSETY**
(Representing Apex Financial Services (Mauritius) Ltd, Secretary and Mauritian Tax Agent)

3. DIVESTMENT IN AWFIS SPACE SOLUTIONS LIMITED (“AWFIS”)

After due consideration, the Board RESOLVED that:

- i) The offer, sale and transfer of up to 5,594,912 equity shares, having face value INR 10 each, of Awfis held by the Company (or to be held by the Company pursuant to the conversion of compulsory convertible cumulative participating preference shares (“**CCCPS**”) and/or compulsorily convertible debentures (“**CCDs**”) held by the Company into equity shares), in an initial public offering proposed to be undertaken by Awfis, in accordance with Companies Act, 2013, as amended, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (“**ICDR Regulations**”), as amended and other applicable law (“**Offer**”), be and is hereby approved;
- ii) The consent of the Board be and is hereby accorded for the Company to negotiate and enter into such documentation as may be required to be entered into in connection with the Offer, including the draft red herring prospectus (“**DRHP**”), red herring prospectus (“**RHP**”), the prospectus (“**Prospectus**”) and other related documents including but not limited to any addendum or amendments to the shareholders’ agreement(s) with Awfis, offer agreement and registrar agreement, and any certificate(s) and consent letter(s), and to perform its obligations in terms thereof; and
- iii) Any one of Messrs George Dumbell and Shah Ahmud Khalil Peerbocus, and Ms Panir Pushpom Soobiah, directors of the Company, be and are hereby severally authorised, on behalf of the Company, to:
 - a) Agree, finalise and execute the documents and agreements for and in connection with the aforesaid, including in relation to the Offer (including but not limited to the corporate authorisations, the DRHP, the RHP and the Prospectus and any addendum, amendment or corrigendum thereto), as well as any ancillary documents incidental or supplemental under the ICDR Regulations and other applicable laws and regulations, including but not limited to any addendum or amendments to the shareholders’ agreement(s) with Awfis, offer agreement and registrar agreement, and any certificate(s) and consent letter(s), for and on behalf

of the Company with such amendments, variations or modifications thereto and to delegate such authority to any persons as may be deemed fit;

- b) Approve the appointment and engagement of any intermediaries necessary to give effect to the Offer (including book running lead managers, legal advisors, chartered accountants, registrar, printers, advertising agencies and escrow agents) and agree, finalise and execute any documents required in connection with such appointments (including but not limited to the book running lead manager engagement letter, offer agreement, registrar agreement, cash escrow and sponsor bank agreement, share escrow agreement, syndicate agreement and underwriting agreement with such amendments, variations or modifications thereto as may be necessary on behalf of the Company);
- c) Take all decisions on behalf of the Company in relation to its portion of the offered shares and the Offer including to approve the timing and all the terms and conditions (including approving the price band, offer price, discount (if any), the Offer schedule (including the bid/offer opening date, the bid/offer closing date, the closing date for the qualified institutional buyers, the anchor investor bidding date), allocation to anchor investors, and postponing or withdrawal of the Offer) and to accept any amendments, modifications, variations or alterations thereto;
- d) Reimburse Awfis for expenses incurred in relation to the Offer on behalf of the Company, to the extent of the its portion of the offered shares, in the manner agreed between the Company and Awfis, and in accordance with applicable law; and
- e) Do all lawful and proper acts, deeds and things in the best interests of the Company so as to (i) carry into effect the purposes of the resolutions referred to herein, (ii) fulfil the Company's obligations under the ICDR Regulations and other applicable laws and regulations, and (iii) give or execute any or all notices, communications, or other documents on behalf of the Company in connection with the Offer, with such amendments, variations or modifications thereto as may be necessary.

CERTIFIED TRUE EXTRACT



Panir Pushpom Soobiah
Director

Date: 7 May 2024