



తెలంగాణ తెలంగాణ TELANGANA

SL.NO.....2319.....DATE: 21-02-2023

SOLD TO: RAKESH CHOPDAR S/O. BAJRANG LAL CHOPDAR R/O. HYD, T. S
FOR WHOM: — SELF — (Late)

D.V.S.N. RAO
AX 972140

D.V.S.N. RAO
LICENSED STAMP VENDOR
L.No. 16-11-031/2018
RL.No. 16-11-028/2021
283/3RT, Ravi Teja Apts, Bapunaga
S.R. Nagar, Hyd-36, Ph: 90007010

THIS STAMP PAPER FORMS INTEGRAL PART OF FOUNDER TRANSFEREE DEED OF ADHERENCE
AGREEMENT DATED 21st DAY OF FEBRUARY 2023.

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[Handwritten signature]





తెలంగాణ తెలంగాణ TELANGANA

SL.NO. 2320 DATE: 21-02-2023

SOLD TO: RAKESH CHOPDAR S/O. BAJRANG LAL CHOPDAR R/O. HYD, T. S
FOR WHOM: — SELF — (Late)

D.V.S.N. RAO
AX 972141
D.V.S.N. RAO
LICENSED STAMP VENDOR
L.No. 16-11-031/2018
RL.No. 16-11-028/2021
283/3RT, Ravi Teja Apts, Bapunag
S.R. Nagar, Hyd-38, Ph: 90007011

THIS STAMP PAPER FORMS INTEGRAL PART OF FOUNDER TRANSFEREE DEED OF ADHERENCE
AGREEMENT DATED 21st DAY OF FEBRUARY 2023.

Handwritten signature





తెలంగాణ తెలంగాణ TELANGANA

SL.NO. 2321...DATE: 21-02-2023

SOLD TO: RAKESH CHOPDAR S/O. BAJRANG LAL CHOPDAR R/O. HYD, T. S
FOR WHOM: == SELF == (Late)

D.V.S.N. RAO
AX 972142
D.V.S.N. RAO
LICENSED STAMP VENDOR
L.No. 16-11-031/2018
RL.No. 16-11-028/2021
203/3RT, Ravi Teja Apts, Bapunagar
S.R. Nagar, Hyd-38, Ph: 9000701016

THIS STAMP PAPER FORMS INTEGRAL PART OF FOUNDER TRANSFEREE DEED OF ADHERENCE
AGREEMENT DATED 21st DAY OF FEBRUARY 2023.





తెలంగాణ తెలంగాణ TELANGANA

SL NO. 2322 DATE: 21-02-2023

SOLD TO: RAKESH CHOPDAR S/O. BAJRANG LAL CHOPDAR R/O. HYD, T. S
FOR WHOM: — SELF — (Late)

D.V.S.N. RAO
AX 972143
D.V.S.N. RAO
LICENSED STAMP VENDOR
L.No. 16-11-031/2018
RL.No. 16-11-028/2021
283/3RT, Ravi Teja Apts, Bapunag
R. Nagar, Hyd-38, Ph; 90007011

THIS STAMP PAPER FORMS INTEGRAL PART OF FOUNDER TRANSFEREE DEED OF ADHERENCE
AGREEMENT DATED 21ST DAY OF FEBRUARY 2023.

Chopdar





తెలంగాణ తెలంగాణ TELANGANA

SL.NO. 2323 DATE: 21-02-2023

SOLD TO: RAKESH CHOPDAR S/O. BAJRANG LAL CHOPDAR R/O. HYD, T. S
FOR WHOM: — SELF — (Late)

D.V.S.N. RAO
AX 972144

D.V.S.N. RAO
LICENSED STAMP VENDOR
No. 16-11-031/2018
RL.No. 16-11-028/2021
283/3RT, Ravi Teja Apts, Bapunag
S.R. Nagar, Hyd-38, Ph; 90007011

THIS STAMP PAPER FORMS INTEGRAL PART OF FOUNDER TRANSFEREE DEED OF ADHERENCE
AGREEMENT DATED 21st DAY OF FEBRUARY 2023.

[Handwritten signature]



DEED OF ADHERENCE AND AMENDMENT

This Deed of Adherence and Amendment ("**Deed**") is executed on 21st February 2023 ("**DOA Execution Date**"), by and amongst:

1. **MR. RAKESH CHOPDAR**, an individual resident in India, with PAN ACVPC8567D and resident at 5A/800, Benecia, Lodha Bellezza, Phase 4 Kukatpally, Tirumalagiri, Hyderabad 500072, Telangana (hereinafter referred to as the "**Transferor**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include his heirs, executors and permitted assigns);
2. **THE PERSONS LISTED UNDER SCHEDULE 1A HERETO** (hereinafter individually referred to as the "**Transferee**" and collectively, as the "**Transferees**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include his/her/its heirs/representatives, executors, successors, administrators and permitted assigns, as applicable);
3. **AZAD ENGINEERING PRIVATE LIMITED**, a company incorporated and existing under the laws of India, having its registered at 90/C, 90/D, Phase-1, I.D.A, Jeedimetla, Hyderabad, Telangana 500055 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
4. **THE PERSONS LISTED UNDER SCHEDULE 1B HERETO** (hereinafter referred to as the "**Founder Group**" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include his/her/its legal heirs/representatives, successors, executors, administrators and permitted assigns, as applicable); and
5. **THE PERSONS LISTED UNDER SCHEDULE 1C HERETO** (each hereinafter referred to as an "**Investor**" and collectively, as the "**Investors**", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include his/her/its legal heirs/representatives, successors, executors, administrators and permitted assigns, as applicable).

Each of the Transferor, the Transferees, the Company, the Founder Group and the Investors are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. The Transferor is a party to the shareholders' agreement dated October 11, 2022 entered into between the Company, the Founder Group and the Investors (the "**Agreement**"), a copy of which is annexed hereto as **Annexure 1**.
- B. The Transferor is permitted, under the Agreement, to Transfer his Securities in the Company to the Transferees, subject to a waiver by the Investors of their tag along rights under Clause 6 of the Agreement.
- C. Pursuant to a share purchase agreement dated on or about the DOA Execution Date entered into between the Company, the Transferees and the Transferor ("**SPA**"), the Transferees have agreed to acquire 20458 (Twenty thousand Four Hundred Fifty-Eight) Equity Shares of the Company from the Transferor ("**Acquisition**") in the proportion as set out in **Schedule 2 (Details of Sale Shares)**. Upon completion of the Acquisition, the Transferees will hold Equity Shares as set out in **Schedule 3 (Shareholding Post Acquisition)**, representing 1.24% (one point Twenty-Four percent) of the Share Capital of the Company, on a Fully Diluted Basis ("**Acquisition Securities**").

- D. The Parties have agreed that on and from the date on which the Acquisition is completed by the Transferees in accordance with the terms of the SPA ("**SPA Completion Date**"), each Transferee shall be deemed to be an Investor, as such term is defined under the Agreement, and shall be entitled to all rights granted to the Investors and shall be bound by all obligations imposed on the Investors under the Agreement.
- E. Accordingly, the Parties are entering into this Deed to (i) amend the definition of Investor and record each Transferee as an Investor under the Agreement and the Charter Documents; (ii) record the rights and obligations of each Transferee as an Investor, under the Agreement and the Charter Documents; and (iii) incorporate such other amendments to the Agreement as set out hereunder, to be updated in the Charter Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Deed, and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

Any capitalised word or expression used but not defined in this Deed, but defined in the Agreement, will have the same meaning as ascribed to such word or expression (as the case may be) under the Agreement.

2. EFFECTIVENESS

- 2.1. This Deed shall become effective on and from the SPA Completion Date, save and except for this Clause 2.1 of this Deed, Clause 5 of this Deed, and Clause 6 of this Deed and Clause 1 (*Definitions and Interpretation*), Clause 14 (*Governing Law, Jurisdiction and Dispute Resolution*), Clause 16 (*Confidentiality*), Clause 17 (*Notices*), Clause 19 (*Severability*), Clause 20 (*Amendments and Waivers*), Clause 21 (*Costs and Expenses*), Clause 22 (*Further Assurances*), Clause 23 (*Injunctive Relief and Specific Performance*) and Clause 24 (*Counterparts and Execution*) (to the extent applicable), of the Agreement which shall become effective and binding on and from the DOA Execution Date.
- 2.2. This Deed is hereby incorporated into and shall be an integral part of the Agreement. The Parties agree that this Deed shall be read in unison with the terms and conditions as more fully set out in the Agreement.
- 2.3. The Parties agree to take all such steps and carry out all the deeds and actions, as may be necessary, to give effect to this Deed.

3. TERMS OF ADHERENCE

- 3.1. Each Transferee agrees and acknowledges that it/he/she has received, read and understood the Agreement and the Charter Documents and shall be bound by their respective provisions and will assume, fulfil and discharge all rights, obligations and liabilities as applicable to the Investor under the Agreement. Each Transferee further covenants that it/he/she shall not do anything that derogates from the provisions of the Agreement and the Charter Documents.
- 3.2. Each Transferee shall be bound by and shall adhere to the Agreement and the Charter Documents (including any amendment, modification and/or supplementation of the Agreement and/or the Charter Documents, made in accordance with the terms thereof).

4. AMENDMENTS TO THE AGREEMENT

4.1. The Parties agree that on and from the SPA Completion Date, the Agreement shall stand amended in the following manner:

4.1.1. Each Transferee shall be deemed to be an Investor in accordance with the Agreement and any reference to the term "Investor" or "Investors" shall be deemed to mean and include each Transferee;

4.1.2. a new Clause 4.4 shall be added to the Agreement after Clause 4.3 along with the **Schedule 2A** as follows:

*"Notwithstanding anything contained in this Agreement, in the event of Transfer of any Securities by the Founder Group to any Person ("**Founder Transferee**"), the Founder Group and Founder Transferee (and not the Investors herein and any other Shareholders) shall execute a deed of adherence substantially the same form as provided in **Schedule 2A ("Founder Transferee Deed of Adherence")** of this Agreement and deliver the Founder Transferee Deed of Adherence to the Company to the effect that the Founder Transferee is granted all rights, and is subject to all obligations, as available to an Investor under this Agreement. Within a period of 1 (one) day from the receipt of the Founder Transferee Deed of Adherence, the Company shall immediately send such Founder Transferee Deed of Adherence to all the Shareholders (other than such than to the parties thereof) The Founder Transferee, executing the Founder Transferee Deed of Adherence from time to time, shall be deemed to be an 'Investor' under the Articles and this Agreement and the definition of 'Investor' under this Agreement and the Articles shall deemed to be modified to include such Founder Transferee, without any further action."*

5. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents, warrants and undertakes to each of the other Parties that each of the representations and warranties set out in Clause 15 (*Representations and Warranties*) of the Agreement is true and correct on the DOA Execution Date and shall be true and correct on the SPA Completion Date, as if made on each such date.

6. NOTICES

The details of the Transferees for the purpose of receiving any notices, requests, waivers, approvals, instructions, demand and other communication under this Deed and/or for the purpose of Clause 17 (*Notices*) of the Agreement, is as provided in **Schedule 1A**.

7. TERMINATION OF THE DEED

7.1 Termination. This Deed shall be deemed to have terminated upon the termination of the SPA. The Company shall intimate the Investors who are not party to the SPA of such termination within a period of 1 (one) day from such termination.

7.2 Survival. Notwithstanding anything to the contrary contained in this Deed, the provisions of Clause 5 to Clause 8 shall survive the termination of this Deed.

8. ADDITIONAL PROVISIONS

8.1 Incorporation of Provisions. The provisions of Clause 1 (*Definitions and Interpretation*), Clause 14 (*Governing Law, Jurisdiction and Dispute Resolution*), Clause 16 (*Confidentiality*), Clause 17 (*Notices*), Clause 19 (*Severability*), Clause 20 (*Amendments and Waivers*), Clause 21 (*Costs and Expenses*), Clause 22 (*Further Assurances*), Clause 23 (*Injunctive Relief and Specific Performance*) and Clause 24 (*Counterparts and Execution*) (to the extent applicable) of the

Agreement shall apply *mutatis mutandis* to this Deed and shall be deemed to be incorporated herein by reference as if the same were reproduced herein, with references therein to the Agreement being references to this Deed.

8.2 Benefit of Deed. This Deed is made for the benefit of the Parties.

8.3 Effect on the Agreement.

8.3.1 This Deed shall modify the Agreement and the understanding set out in the Agreement only to the extent set out herein. Except as specifically and expressly amended by this Deed, the Agreement and all other provisions of the Agreement shall remain unchanged and in full force and effect, and shall continue to remain binding on the Parties, and the parties thereto.

8.3.2 This Deed is hereby incorporated into and shall be an integral part of the Agreement. The Parties agree that this Deed shall be read in unison with the terms and conditions as more fully set out in the Agreement, as if the provisions of this Deed were incorporated therein by way of addition. In the event of any conflict between the terms of this Deed and the provisions of the Agreement, the provisions of the Agreement shall prevail in relation to the matters set out herein.

8.4 Entire Agreement. This Deed and the Agreement constitutes and contains the entire agreement and understanding of the Parties with respect to the subject matter therein and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties respecting the subject matter therein.

8.5 Amendment. This Deed may be amended only in writing with the consent of the Parties to this Deed.

8.6 Counterparts. This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument, and any Party (including any duly authorised representative of a Party) may enter into this Deed by executing a counterpart. The delivery of signed counterparts by facsimile transmission or electronic mail in 'portable document format' (.pdf) shall be as effective as signing and delivering the counterpart in person.

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(Signature pages follow)

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By MR. VENKATA SUBBARAJU PENMETSIA

 Penmet

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By MRS. RAJYALAKSHMI PENMETSÄ

P. Rajya lakshmi

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

For and on behalf of ASIAN INSTITUTE OF GASTRO ENTEROLOGY PRIVATE LIMITED

Pursuant to authorization under Board Resolution dated

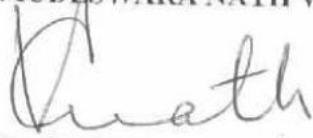
A handwritten signature consisting of two parallel, slightly wavy lines, with a small horizontal tick at the end of the upper line.

Name:

Designation:

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By MR. CHAMUDESWARA NATH VANKINA



A handwritten signature in cursive script, appearing to read "Nath", is written above a horizontal line.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By MR. VENKAT RAO GUDURU



A handwritten signature in black ink, appearing to read 'Venkat Rao Guduru', is written above a horizontal line. The signature is stylized and includes a small mark below the final letter.

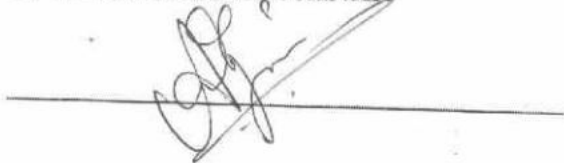
IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By **MRS. ANITHA MUDIREDDY**

M. Anitha


IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By MRS. ANUPA SAJJANAR

A handwritten signature in black ink is written over a solid horizontal line. The signature is stylized and appears to be the name 'Anupa Sajjanar'.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By MR. N SRINIVAS RAO



IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Deed on the date first above written.

By MR. MILIND CHAMA

A handwritten signature in black ink, appearing to be 'Milind Chama', written over a horizontal line.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Deed on the date first above written.

By MR. RAKESH CHOPDAR

Rakesh Chopdar

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Deed on the date first above written.

For **FOUNDER GROUP**

Chopdar



Name: **MR. RAKESH CHOPDAR**

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Deed on the date first above written.

Signed for and on behalf of **AZAD ENGINEERING PRIVATE LIMITED (Company)**

Chopdar



Name: **MR. RAKESH CHOPDAR**
Title: **Director**

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By MR. DHEERAJ REDDY ENDELA



IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mr. Venkata Subbaraju Penmetsa

Penmetsa

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mrs. Rajyalakshmi Penmetsa

P. Rajya lakshmi

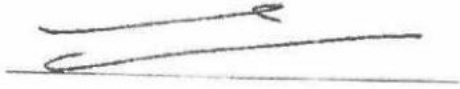
IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mr. Vivek Mundra

Vivek Mundra

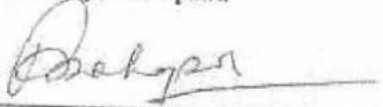
IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Dr. Nageshwar Reddy Duvvur

A handwritten signature in black ink, consisting of a series of fluid, connected strokes. The signature is positioned above a horizontal line that spans the width of the signature.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

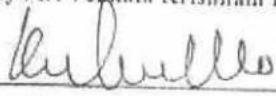
By Ms. Bindya Mahapatra



A handwritten signature in black ink, appearing to read 'Bindya Mahapatra', is written over a horizontal line.

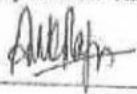
IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mr. Venkata Krishnam Raju Alluri



IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mr. Vijay Kumar Raju Alluri



IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

For and on behalf of Pilot Consultants Private Limited

For, PILOT CONSULTANTS PVT. LTD.

A handwritten signature in dark ink, appearing to be a cursive name, is written over a horizontal line.

Director / Authorised Signatory

Name:

Designation:

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

For and on behalf of Plutus Capital (partnership firm)

PLUTUS CAPITAL


Partner

Name:

Designation:

SCHEDULE 1A

TRANSFEREES

NO.	NAME OF SELLER	PERMANENT ACCOUNT NUMBER	NOTICE DETAILS
1.	VENKATA SUBBARAJU PENMETSА	AGCPP3664R	PLOT NO.372, ROAD NO22, JUBILEE HILLS HYDERABAD 500033 TELANGANA Email:regalinvestments@rediffmail.com
2.	RAJYALAKSHMI PENMETSА	AGCPP3665Q	PLOT NO.372, ROAD NO22, JUBILEE HILLS HYDERABAD 500033 TELANGANA Email:regalinvestments@rediffmail.com
3.	ASIAN INSTITUTE OF GASTRO ENTEROLOGY PRIVATE LIMITED	AABCA7322F	6/3/661, SOMAJIGUDA, HYDERABAD, HYDERABAD, TELANGANA, 500082 Email:regalinvestments@rediffmail.com
4.	CHAMUDESWARA NATH VANKINA	ABOPV4309G	A 78 BOULDER HILLS BESIDE INFOSYS, OPP ISB GACHIBOLWLI, SERILINGAMPALLY, TELANGANA - 500032 Email:regalinvestments@rediffmail.com
5.	VENKAT RAO GUDURU	ACWPG9791L	26 BEHIND HP GAS GODOWN MANIKONDA, JAGIRI VILLAGE RAJENDRA NAGAR, HYDERABAD - 500030 TELANGANA Email: drgvrao@gmail.com
6.	DHEERAJ REDDY ENDELA	ACHPE4950C	VILLA NO 240, LEGEND CHIMES, KOKAPET GANDIPET, RANGAREDDY 500075 TELANGANA Email: endela@gmail.com
7.	ANITHA MUDIREDDY	BLPPM5144Q	QTR NO MB3, NEAR CHINMAYA VIDYALAYA, KUNDANBAGH, BEGUMPET, HYDERABAD- 500016 TELANGANA Email: mudireddyjanitha@gmail.com
8.	ANUPA SAJJANAR	AGYPA4266E	SENIOR OFFICERS QUARTERS NO 3, SAIFABAD HYDERABAD -500004 TELANGANA Email: anupasajjanar@gmail.com
9.	MILIND CHAMA	ANKPC4981B	H.NO 8-2-602/C/101 RD NO 10 OUR PLACE RESTAURANT BANJARA HILLS HYDERABAD-500034 Email: milindcv474@gmail.com
10.	N SRINIVAS RAO	ACAPN3523B	H NO 5-4-7/4/1, NEAR GAYATRI NAGAR, KUKATPALLY, HYDERABAD- 500072 TELANGANA Email: Email:nsrao74@rediffmail.com

SCHEDULE 1B

FOUNDERS

DETAILS OF FOUNDER GROUP

S. No	Names	Address	Email
1.	Rakesh Chopdar	5A/800, Benecia, Lodha Bellezza, Phase 4 Kukatpally ,Tirumalagiri,Hyderabad500072,Telangana	rakesh@azad.in

SCHEDULE 1C

INVESTORS

S. No	Names	Address	Email
1.	MR. VENKATA SUBBARAJU PENMETSA	PLOT NO.372, ROAD NO22, JUBILEE HILLS HYDERABAD 500033	REGALINVESTMENTS@REDIFFMAIL.COM
2.	MRS. RAJYALAKSHMI PENMETSA	PLOT NO.372, ROAD NO22, JUBILEE HILLS HYDERABAD 500033	REGALINVESTMENTS@REDIFFMAIL.COM
3.	MR. VIVEK MUNDRA	#14-05 DRAYCOTT 8 8 DRAYCOTT PARK SINGAPORE 259404	VIVEK@MERLINHOLDINGS.COM; VIKRAM@MERLINHODINGS.COM
4.	DR. NAGESHWAR REDDY DUVVUR	A-27 JOURNALIST COLONY SHAIKPET, JUBILEE HILLS HYDERABAD 33	RAMMOHAN66@GMAIL.COM
5.	MS. BINDIYA MAHAPATRA	93 GRANGE ROAD, #09-07 GRANGE RESIDENCES, SINGAPORE 249614	ZIBRAN.DAWT@NDTCO-CA.COM; PRAKASH@NDTCO-CA.COM; SABU@INDEACAPITAL.COM
6.	MR. VENKATA KRISHNAM RAJU ALLURI	FLAT NO 307C HANGING GARDENS ROAD NO 10, BANJARA HILLS HYDERABAD 34	REGALINVESTMENTS@REDIFFMAIL.COM
7.	MR. VIJAY KUMAR RAJU ALLURI	FLAT NO 201 GRAND MILIEU APARTMENTS ROAD NO 14, BANJARA HILLS HYDERABAD 34	REGALINVESTMENTS@REDIFFMAIL.COM
8.	PILOT CONSULTANTS PRIVATE LIMITED	SUSHILA APARTMENTS, 13, MAHENDRA ROAD, 1ST FLOOR, KOLKATA	PILOT.LIMITED@REDIFFMAIL.COM
9.	PLUTUS CAPITAL (PARTNERSHIP FIRM)	204, CEEJAY HOUSE, DR. ANNIE BESANT ROAD, WORLI, MUMBAI - 400018	<u>KARAN@PLUTUSCAP.IN</u>

SCHEDULE 2

DETAILS OF SALE SHARES

NO.	NAME OF THE PURCHASER	NAME OF THE SELLER	NUMBER OF SALE SHARES	PURCHASE PRICE (INR)
1.	VENKATA SUBBARAJU PENMETSA	RAKESH CHOPDAR	6,721	4,60,05,245
2.	RAJYALAKSHMI PENMETSA	RAKESH CHOPDAR	5,844	4,00,02,180
3.	ASIAN INSTITUTE OF GASTRO ENTEROLOGY PRIVATE LIMITED	RAKESH CHOPDAR	1,461	1,00,00,545
4.	CHAMUDESWARA NATH VANKINA	RAKESH CHOPDAR	2,922	2,00,01,090
5.	VENKAT RAO GUDURU	RAKESH CHOPDAR	731	50,03,695
6.	DHEERAJ REDDY ENDELA	RAKESH CHOPDAR	439	30,04,955
7.	ANITHA MUDIREDDY	RAKESH CHOPDAR	439	30,04,955
8.	ANUPA SAJJANAR	RAKESH CHOPDAR	585	40,04,325
9.	MILIND CHAMA	RAKESH CHOPDAR	731	50,03,695
10.	N SRINIVAS RAO	RAKESH CHOPDAR	585	40,04,325
GRANT TOTAL			20458	14,00,35,010

SCHEDULE 3

SHAREHOLDING POST ACQUISITION

NAME OF SHAREHOLDER	TYPE OF SECURITY		Shareholding Percentage on Fully Diluted Basis
	EQUITY SHARES	TOTAL	
SHAKUNTALA CHOPDAR	1,600	16,000	0.09686
RAKESH CHOPDAR	14,86,342	1,48,63,420	89.98175
JYOTI CHOPDAR	4,800	48,000	0.29059
DMI FINANCE PVT LTD	21,745	2,17,450	1.31642
SHRI VENKATA SUBBARAJU PENMETSA	19,870	1,82,620	1.20291
MRS RAJYALAKSHMI PENMETSA	17,532	1,68,010	1.06137
MR VIVEK MUNDRA	35,064	3,50,640	2.12274
DR NAGESHWAR REDDY DUVVUR	23,377	2,33,770	1.41522
BINDIYA MAHAPATRA	11,688	1,16,880	0.70758
MR VENKATA KRISHNAM RAJU ALLURI	7,305	73,050	0.44224
MR VIJAY KUMAR RAJU ALLURI	2,922	29,220	0.17690
PILOT CONSULTANTS PVT LTD	5,844	58,440	0.35379
PLUTUS CAPITAL (PARTNERSHIP)	5,844	58,440	0.35379
ASIAN INSTITUTE OF GASTRO ENTEROLOGY PRIVATE LIMITED	1,461	14,610	0.08845
CHAMUDESWARA NATH VANKINA	2,922	29,220	0.17690
VENKAT RAO GUDURU	731	7,310	0.04425
DHEERAJ REDDY ENDELA	439	4,390	0.02658
ANITHA MUDIREDDY	439	4,390	0.02658
ANUPA SAJJANAR	585	5,850	0.03542
MILIND CHAMA	731	7,310	0.04425
N SRINIVAS RAO	585	5,850	0.03542
TOTAL	16,51,826	1,65,18,260	100

SCHEDULE 2A

FOUNDER TRANSFEREE DEED OF ADHERENCE

This deed of adherence ("**Deed**") is executed at [insert] on the [insert] day of [insert] of [insert] by and among:

AZAD ENGINEERING PRIVATE LIMITED, a company incorporated and existing under the laws of India, having its registered at 90/C, 90/D, Phase-1, I.D.A, Jeedimetla, Hyderabad, Telangana 500055 (hereinafter referred to as the "**Company**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

[•], [insert name and description of the entity/person which is acquiring Securities] (hereinafter referred to as the "**Acceding Party**," which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include their respective heirs, successors and permitted assigns); and

[•], [insert name and description of the Founder Group which is Transferring Securities] (hereinafter referred to as the "**Transferor**," which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include their respective heirs, successors and permitted assigns);

(The Company, Acceding Party and the Transferor are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS:

This is with reference to the Shareholders' Agreement dated [•] executed between [•] ("**SHA**") and amended from time to time. Capitalized terms used but not defined herein shall have the same meaning as ascribed to them in the SHA (as may be amended from time to time).

The Acceding Party has agreed to acquire the Transfer Shares (as defined hereinafter) from the Transferor.

The Parties to this Deed have agreed to record the terms and conditions governing their relationship as follows:

NOW THEREFORE IT IS AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. The Acceding Party hereby confirms that the Transferor has agreed to Transfer to the Acceding Party the [•] Securities of the Company (the "**Transfer Shares**").
2. The Acceding Party hereby confirms that it/he/she has been supplied with a copy of the SHA (along with all the amendments) and the Charter Documents and hereby covenants with and in favour of all Parties to the SHA (whether original or by accession), and also for the benefit of all Persons who subsequently become Parties thereto, that with effect from the date of acquiring the Transfer Shares ("**Acquisition Date**"), it/he/she will be deemed to be an Investor, as such term is defined under the SHA and shall be bound by the respective provisions and will assume, fulfil and discharge all rights, obligations and liabilities as applicable to the Investor under the SHA simultaneously with the Transfer of the Transfer Shares and that it/he/she shall not do anything that derogates from the provisions of the SHA and the Charter Documents.
3. The Acceding Party hereby agrees and acknowledge that as of the Acquisition Date, it/he/she/ shall be bound by and shall adhere to, as an Investor, the SHA and the Charter Documents (including any amendment, modification and/or supplementation of the SHA and/or the Charter Documents, made in accordance with the terms thereof).

4. The designated email and postal address of the Acceding Party for the purposes of the notices shall be: **[insert address]**
5. This Deed shall be governed by and construed in accordance with the laws of India and the provisions of Clause 14 of the SHA shall apply on a *mutatis mutandis* basis.

IN WITNESS WHEREOF the Parties hereto have executed this document on the date appearing at the head hereof.

Signed by **[insert]** on behalf of **[Acceding Party]**

Name:
Title:

Signed by **[insert]** on behalf of **[Transferor]**

Name:
Title:

Signed by **[insert]** on behalf of the Company

Name:
Title:

Annexure 1

EXISTING SHAREHOLDERS AGREEMENT

(annexed separately)