



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-38, 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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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.

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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.



Chopdar

[Signature]



తెలంగాణ తెలంగాణ TELANGANA

SL NO. 232 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
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.

Chopdar



[Signature]



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
L.No. 16-11-031/2018
R.L.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.



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FOUNDER TRANSFEREE DEED OF ADHERENCE

This deed of adherence ("**Deed**") is executed at Hyderabad on the 21st day of February of 2023 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);

MR. SACHIN RAMESH TENDULKAR, an individual resident in India, residing at 19A Perry Cross Road (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 his heirs, successors and permitted assigns); and

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, 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 11 October 2022 executed between the Transferor, the Company and the Investors ("**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 14,608 (fourteen thousand six hundred and eight) Securities of the Company (the "**Transfer Shares**").
2. The Acceding Party hereby confirms that he 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**"), he 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 he 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, he 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: 19-A, Perry cross Road, Bandra West, Mumbai 400050. With a copy to SRT Sports Management Private Limited, at Room No. 2487, Building No. 53, Radheshyam CHS Gandhinagar, Bandra (East), Mumbai – 400051.
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 Deed on the date appearing at the head hereof.

Signed by **MR. SACHIN RAMESH TENDULKAR** (Acceding Party)



Signed by on behalf of **MR. RAKESH CHOPDAR** (Transferor)



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

For **AZAD ENGINEERING PVT. LTD.**


Director

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