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Tran Id: 230922132003140714
Date: 22 SEP 2023, 01:27 PM
Purchased By:
FUL KUMAR GAUTAM
S/o CHATRAPATI SINGH
R/o HYDERABAD
For Whom
AZAD ENGINEERING LIMITED

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LICENSED STAMP VENDOR
Lic. No. 15-21-11/2017
Ren.No. 15-21-044/2023
FLAT NO. G1, KANCHANA
RESIDENCY, KAKATIYA
NAGAR, CHINTAL,
QUTHBULLAPUR MANDAL,
MEDCHAL MALKAJGIRI
DISTRICT, TELANGANA STATE
Ph 7780692454



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RESIDENCY, KAKATIYA
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MEDCHAL MALKAJGIRI
DISTRICT, TELANGANA STATE
Ph 7780692454

# SHAREHOLDERS' WAIVER CUM AMENDMENT AGREEMENT DATED SEPTEMBER 23, 2023

BY AND AMONG

AZAD ENGINEERING LIMITED

AND

RAKESH CHOPDAR

AND

THE PERSONS IDENTIFIED IN SCHEDULE 1 HERETO

This Shareholders' Waiver cum Amendment Agreement to the Shareholders' Agreement dated October 11, 2022, as amended from time to time, is executed on September 23, 2023 (the "Amendment Agreement" and such date the "Execution Date") amongst:

**AZAD ENGINEERING LIMITED**, a public limited company incorporated under the provisions of Companies Act, 1956, bearing corporate identity number U74210TG1983PLC004132 and having its registered office at 90/C,90/D, Phase-1, I.D.A. Jeedimetla, Hyderabad 500055, Telangana, India (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **First Part**;

#### AND

**RAKESH CHOPDAR**, aged 45 years, a citizen of India, residing at 5A/800, Benecia, Lodha Bellezza, Phase 4, Kukatpally, Hyderabad 500 0072, Telangana, India (hereinafter referred to as the "**Promoter**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, successors and permitted assigns) of the **Second Part**;

#### AND

THE PERSONS IDENTIFIED IN SCHEDULE 1 HERETO (hereinafter referred to as the "Investors", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include each of their heirs, executors, administrators, successors and permitted assigns) of the Third Part;

In this Amendment Agreement, the Company, the Promoter and the Investors shall hereinafter be individually referred to as "Party" and collectively as "Parties".

#### RECITALS:

- 1. The Company, the Promoter and Venkata Subbaraju Penmetsa, Rajyalakshmi Penmetsa, Vivek Mundra, Dr. Nageshwar Reddy Duvvur, Bindiya Mahapatra, Venkata Krishnam Raju Alluri, Vijay Kumar Raju Alluri, Pilot Consultants Private Limited and Plutus Capital had entered into the shareholders' agreement dated October 11, 2022, in order to set out the agreement and the relationship amongst the Parties, their mutual rights and obligations in relation to the Company, to record the terms agreed for the governance, management and control of the Company and other matters in connection therewith.
- 2. Subsequently, the Promoter transferred certain Equity Shares (i) to Venkata Subbaraju Penmetsa, Rajyalakshmi Penmetsa, Asian Institute of Gastro Enterology Private Limited, Chamudeswara Nath Vankina, Venkat Rao Guduru, Dheeraj Reddy Endela, Anitha Mudireddy, Anupa Sajjanar, Milind Chama And N Srinivas Rao, pursuant to a share purchase agreement dated February 21, 2023, (ii) to Sachin Tendulkar pursuant to a share purchase agreement dated February 21, 2023, (iii) to Saina Nehwal pursuant to a share purchase agreement dated February 22, 2023, and (iv) to Venkatsai Laxman Vangipurapu, Pranavi Chandra, Pusarla Venkata Sindhu and Nikhat Zareen, pursuant to their respective share purchase agreements, each dated February 23, 2023, and pursuant to the deeds of adherence executed by these Investors at the respective dates, they became parties to the Shareholders' Agreement.
- 3. Pursuant to the resolutions passed by the Board of Directors and Shareholders of the Company at their meetings held on September 14, 2023 and September 15, 2023, respectively, and subject to receipt of necessary approvals and the market conditions, the Company proposes to undertake an initial public offer of equity shares of face value of ₹2 each of the Company (the "Equity Shares"), comprising a fresh issue of Equity Shares by the Company and an offer for sale by the selling shareholders in accordance with the provisions of Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended (the "SEBI ICDR Regulations") and other applicable Law (such initial public offer, the "IPO"). Accordingly, the Parties now desire to amend certain previously agreed terms under the Shareholders' Agreement that are now required to be amended to facilitate the IPO pursuant to the provisions of the SEBI ICDR Regulations, the Companies Act, and other applicable

Law and basis the commercial understanding, (a) waive / suspend certain rights, obligations and restrictions under the Shareholders' Agreement, (b) provide their respective consent to certain actions under the Shareholders' Agreement in relation to the IPO, and (c) terminate the Shareholders' Agreement with effect from the date of receipt of final listing and trading approvals by the Company from the recognized stock exchanges (i.e., National Stock Exchange of India Limited ("NSE") and BSE Limited ("BSE", together with NSE, the "Stock Exchanges"), in accordance with the terms hereof, and as more particularly set out herein.

- 4. The articles of association of the Company (together with the amendments made therein, the "Articles") were initially amended to incorporate the terms of the Shareholders' Agreement into the Articles. In view of the proposed IPO and pursuant to the provisions of the SEBI ICDR Regulations, the Companies Act and other applicable Law, the Parties have agreed to the adoption of a new set of Articles ("New Articles") by the Company.
- In view of the above, Parties have decided to enter into this Amendment Agreement to set out the understanding in respect of the rights and obligations of the Parties.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENT, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

#### 1. INTERPRETATION

- 1.1. All capitalized terms used but not defined in this Amendment Agreement shall have the meaning ascribed to such terms in the Shareholders' Agreement.
- 1.2. The terms "hereof", "herein", "hereby", "hereto", and derivative of similar terms refer to this Amendment Agreement or specified sections of this Amendment Agreement, as the case may be.
- 1.3. On and from the date of this Amendment Agreement: (i) references in the Shareholders' Agreement to "this Agreement" shall be construed to include references therein to the Shareholders' Agreement as supplemented and amended by this Amendment Agreement; and (ii) each reference to the Shareholders' Agreement contained in any document shall be construed as a reference to the Shareholders' Agreement as supplemented and amended by this Amendment Agreement.
- 1.4. This Amendment Agreement shall be interpreted in the manner provided for in Clause 1.2 of the Shareholders' Agreement.

#### 2. AMENDMENTS

2.1. Clause 1.1.20 (*Definitions*) of the Shareholders' Agreement, shall be replaced, by the following clause:

"Equity Share(s)" means the equity share(s) of the Company, which have been issued or may be issued from time to time;"

2.2. Clause 9.3 (*Initial Public Offer*) of the Shareholders' Agreement shall be replaced, with effect from the date of this Amendment Agreement, by the following clause:

"Subject to the provisions of applicable Law, the Parties agree that for the purposes of the IPO, the Investors shall provide certain representations, warranties and indemnities as are customary in an IPO, to the book running lead managers, underwriter, broker, stock exchange, any Governmental Authority or any other Person, as required under applicable Law and representations limited to the

 $title\ and\ marketability\ of\ the\ Securities\ held\ by\ the\ Investors\ that\ are\ being\ included\ in\ such\ IPO\ and\ its\ ability\ to\ Transfer\ such\ Securities."$ 

- 2.3. Clause 9.6 of the Shareholders' Agreement shall stand deleted in its entirety.
- 2.4. Under Clause 13 (*Termination*) of the Shareholders' Agreement, the following new sub-clause shall be inserted as Clause 13.5, from the date of execution of this Amendment Agreement:

"The Agreement along with any amends thereof, shall automatically terminate (and no provision shall survive), in its entirety, upon receipt of listing and trading approval for commencement of trading of the Equity Shares in the IPO without any further act or deed required on the part of any Party and without prejudice to any existing or accrued rights or liabilities of any Party under the SHA as of the date of such termination."

#### 3. WAIVERS AND CONSENTS

- 3.1. In order to facilitate the IPO in accordance with applicable Law, the Investors and the Promoters hereby agree to waive their respective rights under the following provisions of the Shareholders' Agreement, to the extent such person is entitled to rights under the relevant provisions, in connection to the IPO, with effect from the date of execution of this Amendment Agreement and until the termination of this Amendment Agreement in accordance with Clause 7 of this Amendment Agreement:
  - Clause 3.2 (Management of the Company), Clause 6 (Tag-Along Rights), Clause 7 (Pre-Emptive Rights) and Clause 9.1 (Initial Public Offer) of the Shareholders' Agreement.
- 3.2. The Investors hereby agree that any information shared by the Company during the period between the Draft Red Herring Prospectus and Red Herring Prospectus, which is extraneous to the Draft Red Herring Prospectus, shall be kept strictly confidential by the Investors and shall not be shared by the Investor with any other person.
- 3.3. Further, the Investors hereby agree to waive their respective rights under the following provisions of the Shareholders' Agreement, to the extent such person is entitled to rights under the relevant provisions, in connection to the IPO, with effect from the date of filing the red herring prospectus with the Registrar of Companies, Telangana at Hyderabad, and until the termination of this Amendment Agreement in accordance with Clause 7 of this Amendment Agreement:
  - Clauses 8.2 (d) and 8.2 (e) ( $\it Covenants\ of\ the\ Founder\ Group\ and\ Company$ ) of the Shareholders' Agreement.
- 3.4. Notwithstanding anything contained in the Shareholders' Agreement, the Parties hereby consent to the disclosure of the contents of the Shareholders' Agreement and this Amendment Agreement and such other details as may be required to be disclosed in relation to the IPO, in order to comply with the provisions of laws and regulations applicable to the IPO, in the draft red herring prospectus, the red herring prospectus and the prospectus, including any announcements or press releases or the investor presentation in respect thereof, and any other documents to be issued in relation to the IPO or prescribed under applicable Law. The Parties hereby consent to place a copy of the Shareholders' Agreement and this Amendment Agreement as material contracts and documents for inspection from the date of the red herring prospectus until the date of closing of the IPO in order to comply with the provisions of laws applicable to the IPO.

### 4. ADOPTION OF NEW ARTICLES

4.1. The Parties hereby acknowledge that in light of the proposed IPO, they have agreed,

notwithstanding any provision to the contrary contained in this Amendment Agreement, to the adoption of the New Articles by the Company as annexed in **Annexure A** hereto. The adoption of the New Articles shall be undertaken by the Company as soon as possible after the date of execution of this Amendment Agreement, and in any event prior to the filing of the draft red herring prospectus with the SEBI.

- 4.2. The New Articles would be in two parts of which, the first part, which shall continue to be in effect after the date of listing of the Equity Shares on the stock exchange(s), shall conform to the requirements and directions provided by the SEBI and the Stock Exchanges and contain such other articles as required by a public limited company under applicable Law (including the Companies Act, 2013) and shall exclude all Shareholder rights which are contained in the extant Articles of the Company (hereinafter referred to as "Part A"). The second part shall contain the extant Articles of the Company which shall comprise of mutually agreed provisions of Shareholder rights in accordance with the Debenture Trust Deed dated August 12, 2022 executed between the Company, Rakesh Chopdar and Piramal Trusteeship Services Private Limited ("Debenture Trust Deed"), as amended by the amendment agreement dated September 23, 2023 (hereinafter referred to as "Part B").
- 4.3. It is further clarified that, in the event of any inconsistency between Part A and Part B, the provisions of Part B shall prevail over Part A. However, Part B shall automatically terminate and cease to have any force and effect on the date of the Debenture Final Settlement Date (as defined under the Debenture Trust Deed and as amended by the amendment agreement dated September 23, 2023), without any further action by the Company or by the Shareholders and Part A shall continue to be in effect and the provisions of the Part A shall automatically come in effect and be in force, without any further corporate or other action by the Parties.

## 5. REPRESENTATIONS AND WARRANTIES

Each Party represents that it has the power and authority and is competent to enter into and perform its obligations under this Amendment Agreement, and is not restrained, prevented or inhibited from doing so under any contract or arrangement to which it is party, and this Amendment Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of this Amendment Agreement except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application.

#### 6. DISPUTE RESOLUTION

The provisions of Clause 14 (*Governing Law, Jurisdiction and Dispute Resolution*) of the Shareholders' Agreement shall apply *mutatis mutandis* to this Amendment Agreement in the event of any dispute arising out of or in connection with this Amendment Agreement including any question regarding its existence, validity or termination.

#### 7. TERMINATION

7.1. This Amendment Agreement shall terminate with immediate effect without any further action by any Party if the Equity Shares of the Company are not listed on the Stock Exchanges on the earlier of the date (a) the board of directors of the Company and the Selling Shareholders jointly decide not to undertake the IPO, or (b) where the IPO is unsuccessful due to any reason, (c) of 18 months from the date of the filing of the draft red herring prospectus of the Company with the Securities and Exchange Board of India in connection with the IPO. Accordingly, in the event of termination of this Amendment Agreement, the Shareholders' Agreement shall remain valid and subsisting without giving effect to any amendments pursuant to this Amendment Agreement. In case of termination of this Amendment Agreement, the Parties agree that provisions of the Shareholders' Agreement shall (i) be automatically re-instated to the position as it stood immediately prior to the execution of this Amendment Agreement within 30 (thirty) working days; and (ii) shall be

- deemed to have been continuing during the period from the date of execution of this Amendment Agreement and its date of termination, without any break or interruption whatsoever.
- 7.2. The Parties unequivocally and irrevocably agree that upon termination of this Amendment Agreement, the corporate and organization structure of the Company (including in relation to the Articles) shall be reinstated to the position as it existed one day prior to the date of this Amendment Agreement and the Parties shall initiate all actions for achieving the same within 30 (thirty) working days of the termination of this Amendment Agreement or such other extended date as may be mutually agreed amongst the Parties, subject to compliance with applicable Law.

#### 8. MISCELLANEOUS

- 8.1. The provisions of the initial public offering in the Shareholders' Agreement shall not be applicable in respect of the IPO being undertaken by the Company.
- 8.2. The termination of this Amendment Agreement in accordance with Clause 7 hereof shall be without prejudice to any accrued rights and obligation of the Parties, prior to such termination.
- 8.3. This Amendment Agreement read with the Shareholders' Agreement constitutes the entire understanding between the Parties hereto in relation to the subject matter hereof. This Amendment Agreement and the Shareholders' Agreement shall be read in conjunction with each other, provided that, in case of a conflict between the provisions of this Amendment Agreement and the Shareholders' Agreement, this Amendment Agreement shall prevail vis-à-vis the contents mentioned herein.
- 8.4. The Parties agree that the IPO and any actions taken in relation to the IPO (including by way of this Amendment Agreement) shall not be deemed to constitute a breach of any other provisions of the Shareholders' Agreement, or of the corresponding provisions of the Articles.
- 8.5. This Amendment Agreement shall not be modified or waived except in writing executed by all Parties to this Amendment Agreement.
- 8.6. This Amendment Agreement shall form an integral part of the Shareholders' Agreement and all terms and conditions of the Shareholders' Agreement shall continue to remain valid, operative, binding, subsisting, enforceable and in full force and effect, save and except to the extent amended or deleted by this Amendment Agreement.
- 8.7. This Amendment Agreement may be executed by delivery of a Portable Document Format ("PDF") copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the Parties delivers a PDF signature page of a signature page to this Amendment Agreement, such Party shall deliver an originally executed signature page at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF.

#### 9. COUNTERPARTS

This Amendment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

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SIGNED FOR AND ON BEHALF OF AZAD ENGINEERING LIMITED

Authorized signatory

Name: Rakesh Chopdar

Designation: Chairman and CEO

Rakesh Chopdar

IN WITNESS WHEREOF	the Parties hereto	have executed this	Amendment Ag	greement, to the	Shareholders'
Agreement dated October 11	, 2022, as amended	d from time to time	, on the day and	year first above	written.

Pusarla Venkata Sindhu

Pusarla Venkata Sindhu

Saina Nehwal Digitally signed by Saina Nehwal Date: 2023.09.26 15:36:46 +05'30'

Saina Nehwal

Saina Nehwal Digitally signed by Saina Nehwal Date: 2023.09.26 15:37:03 +05'30'

Saina Nehwal

Pranavi Chandra

Nikhat Zareen

Venkatsai Laxman Vangipurapu

Chamudeswara Nath Vankina

Anitha Mudireddy

SIGNED FOR AND ON BEHALF OF ASIAN INSTITUTE OF GASTRO ENTEROLOGY PRIVATE LIMITED

Authorized signatory

Name: Dr D Nageshwar Reddy Designation: Chairman & Managing Director

Anupa Sajjanar

P. Rajtja lakshun Rajyalakshmi Penmetsa

Venkata Krishnam Raju Alluri

Venkata Subbaraju Penmetsa

Vijay Kumar Raju Alluri

Bindiya Mahapatra

Milind Chama

N Srinivas Rao

Dr. Nageshwar Reddy Duvvur

Sachin Ramesh Digitally signed by Sachin Ramesh Tendulkar

Tendulkar

Date: 2023.09.27 14:12:32 +05'30'

Sachin Tendulkar

Venkat Rao Guduru

Vivek Mundra

**Dheeraj Reddy Endela** 

# SIGNED FOR AND ON BERALF OF PILOT CONSULTANTS PRIVATE LIMITED

FOR PILOT CONSULTANTS PVT. LTD.

Director | Authorised Signatory

Authorized signatory

Name: JAYESH MODI Designation: DIRECTOR

SIGNED FOR AND ON BEHALF OF PLUTUS CAPITAL

## PLUTUS CAPITAL

Authorized signatory Partner

Name KARAN G. MEHTA Designation: PARTNER

#### **SCHEDULE I**

#### INVESTORS

Name	Age	Address		
Venkata Subbaraju Penmetsa	68			
Rajyalakshmi Penmetsa	64	Plot No.372, Road No22. Jubilee Hills, Hyderabad 500033 Plot No.372, Road No22. Jubilee Hills, Hyderabad 500033		
Vivek Mundra .	63	# 14-05 Draycott 8 8 Draycott Pork Singapore 350404		
Dr. Nageshwar Reddy Duvvur	67	# 14-05 Draycott 8, 8 Draycott Park, Singapore 259404 A-27 Journalist Colony Shaikpet, Jubilee Hills, Hyderabad 33		
Bindiya Mahapatra	49	93 Grange Road, #09-07 Grange Residences, Singapor 249614		
Venkata Krishnam Raju Alluri	67	Flat No 301C, Hanging Gardens Road No 10, Banjara Hills Hyderabad 34		
Vijay Kumar Raju Alluri	58	Flat No 201 Grand Milieu Apartments Road No 14, Banjar Hills, Hyderabad 34		
Pilot Consultants Private Limited	N.A.	Sushila Apartments, 13, Mahendra Road, 1st Floor, Kolkata		
Plutus Capital	N.A.	204, Ceejay House, Dr. Annie Besant Road, Worli, Mumbai 400018		
Nikhat Zareen	27	House No. 1-1-161/3A, Vinayak Nagar, Nizamabad 503001, Telangana		
Pranavi Chandra	21	C 3-4 <sup>th</sup> Floor, Sumukhi Orbit, Near NCC Office, Madhapur, K.V. Rangereddy, 500081 Telangana		
Pusarla Venkata Sindhu	28	Plot No. 7/ p & 8, Bharani Layout, Nyaya Vihar, Ambedkar Nagar, Film Nagar, Jublee Hills, Hyderabad, Telangana 500033		
Sachin Tendulkar	50	19A Perry Cross Road		
Saina Nehwal	33	Villa 23, Orion Villas, Raidurgam Near IBM, Gachibowli, K V Rangereddy 500072 Telangana		
Venkatsai Laxman Vangipurapu	48	Villa 56, The Trails, Manikonda, Hyderabad 500089		
/enkata Subbaraju Penmetsa	68	Plot No.372, Road No22, Jubilee Hills Hyderabad 500033 Telangana		
Rajyalakshmi Penmetsa	64	Plot No.372, Road No22, Jubilee Hills Hyderabad, 500033 Telangana		
Asian Institute of Gastro Enterology Private Limited	N.A.	6/3/661, Somajiguda, Hyderabad, Telangana, 500082		
hamudeswara Nath Vankina	66	A 78 Boulder Hils Beside Infosys, Opp Isb Gachibolwli, Serilingampally, Telangana -500032		
enkat Rao Guduru	63	26 Behind Hp Gas Godown Manikonda, Jagiri Village Rajendra Nagar, Hyderabad -500030 Telangana		
heeraj Reddy Endela	31	Villa No 240, Legend Chimes, Kokapet Gandipet, Rangareddy 500075 Telangana		
nitha Mudireddy	55	Qtr No Mb3, Near Chinmaya Vidyalaya, Kundanbagh, Begumpet, Hyderabad- 500016 Telangana		
nupa Sajjanar	45	Senior Officers Quarters No 3, Saifabad Hyderabad -500004 Telangana		
lilind Chama	29	H.No 8-2-602/C/101 Rd No 10 Our Place Restaurant Banjara Hills Hyderabad-500034		
Srinivas Rao	50	H No 5-4-7/4/1, Near Gayatri Nagar, Kukatpally, Hyderabad-500072 Telangana		

#### ANNEXURE A

## NEW ARTICLES OF ASSOCIATION

[Articles to be Appended to the Agreement]