

Phone No:
Sold To/Issued To:
K Anil Kumar
For Whom/ID Proof:
SAI PARENTAL'S LTD

भारत INDIA
INDIA NON JUDICIAL
CHAYNA MALLI DEVI RANGA REDDY
FLAT NO. 101, RAJANSA GRANDE
RAJESHWARI NAGAR,
KONDAPUR, SRIKALINGAMPALLY MANDAL,
RANGA REDDY
500084
TELANGANA
सत्यमेव जयते
भारतीय गैर न्यायिक



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Agreement
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**ADDENDUM
TO
THE SHAREHOLDERS' AGREEMENT DATED 17.06.2025**

THIS ADDENDUM TO THE SHAREHOLDERS' AGREEMENT ("Addendum") is made and entered into on this 27th day of August 2025 ("Execution Date"), by and among:

1. **SAI PARENTERAL'S LIMITED**, a public limited company incorporated under the Companies Act, 1956, having Corporate Identification Number (CIN) U24231TG2001PLC036043 and having its registered office at Plot No-39, 4th Floor, Lavanya Arcade, Jayabheri Enclave, Gachibowli, Hyderabad 500032, acting through its duly authorised representative, Mr. Anil Kumar Karusala (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns);
2. **Mr. K. Anil Kumar**, a citizen of India, resident of India, holding a Aadhar number 516910790229 (hereinafter referred to as "Promoter 1"); and
3. **Mrs. Vijitha Gorrepati**, a citizen of India, resident of India, holding Aadhar number 946139340497 (hereinafter referred to as "Promoter 2");
4. **Mrs. Aruna Karusala**, a citizen of India, resident of India, holding Aadhar number 943086516577 (hereinafter referred to as "Promoter 3")

(Promoter 1, Promoter 2, and Promoter 3 are hereinafter collectively referred to as the "Promoters" , which expressions shall, unless repugnant to the context or meaning thereof, mean and include their respective heirs, executors, administrators, legal representatives, successors and permitted assigns);

5. **Mr. Bhaskara Rao Bollineni**, a citizen of India, resident of India, holding Aadhar number 8884 5802 5385;
6. **AGILIS PARTNERS LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at AP No 864, N. No 29, H Block 2nd Street, Anna Nagar, Chennai 600040, acting through its duly authorised representative, Mr. Sivarama Krishna Manchineni;
7. **Gruhas Proptech LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at No 47, Appu Rao Road, Chamarajpete, Bengaluru, Karnataka, 560017, acting through its duly authorised representative, Mr. Rahul Anant Joshi; and
8. **SMARTGO PROP LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Flat 301 Suvarna Habitat, Near Axis Bank Image Gardens Branch, Jaihind Enclave, Madhapur, Hyderabad 500082, acting through its duly authorised representative, Mr. Nanin Gorrepati S/o Narasimha Rao;

(Mr. Bhaskara Rao Bollineni, Gruhas Proptech LLP, Agilis Partners LLP and Smartgo Prop LLP being hereinafter collectively referred to as the "Incoming Investors" and individually as an "Incoming Investor", which expressions shall, unless repugnant to the context or meaning thereof, mean and include their respective successors and permitted assigns).

RECITALS

- A. The Company, the Promoters, and other existing investors (as detailed in had entered Shareholders' Agreement dated 17 June 2025 (hereinafter referred to as "SHA"), governing, inter alia, the ownership, management, control, transfer restrictions, investor protections and mutual rights and obligations of the shareholders of the Company.
- B. Subsequent to the SHA, the Company and the Promoters engaged with Mr. Bhaskara Rao Bollineni, Gruhas Proptech LLP, AGILIS Partners LLP and SMARTGO PROP LLP (together, the "Incoming Investors") and, on 21 August 2025, the Company, the Promoters and the Incoming Investors executed a binding term sheet setting out the principal commercial terms for an equity investment by the Incoming Investors in the Company (the "Term Sheet").
- C. One of the Existing Investors, Ms. Reena Singhania (additional Subscriber), acting in her capacity as an authorised representative and shareholder of the Company under the SHA, has exercised her pre-emptive rights pursuant to Clause 8.1 of the SHA and, in consequence thereof, has agreed to infuse an additional sum of INR 1,49,99,985 (Indian Rupees One Crore Forty Nine lakh Ninety Nine Thousand Nine Hundred and Eighty Five only) into the Company at a subscription price of INR 195 (Indian Rupees One Hundred and Ninety-Five only) per equity share, against which the Company shall issue and allot to her 76,923 (Seventy-Six Thousand Nine Hundred and Twenty-Three) fully paid-up equity shares contemporaneously with the Incoming Investment and the Promoter Loan Conversion. Consequent to such additional issuance, the aggregate equity shareholding of Ms. Reena Singhania in the Company shall stand revised to 701923 equity shares, representing 2.11% of the post-transaction paid-up share capital of the Company.
- D. Pursuant to the Term Sheet, the Incoming Investors have agreed to subscribe, in the aggregate, to equity shares of the Company for a total consideration of INR 44,99,99,940 (Indian Rupees Forty Four Crore Ninety Nine lakh Ninety Nine Thousand Nine Forty only) at a subscription price of INR 195 (Indian Rupees One Hundred and Ninety-Five only) per equity share, aggregating to 23,07,692 (Twenty-Three Lakh Seven Thousand Six Hundred and Ninety-Two) fully paid-up equity shares of the Company (the "Incoming Investment"). Additional subscription by Ms. Reena Singhania by of Rs.1,49,99,985 (Indian Rupees One

Crore Forty Nine lakh Ninety Nine Thousand nine Hundred and Eighty Five only) at a subscription price of INR 195 (Indian Rupees One Hundred and Ninety-Five only) per equity share, aggregating to 76,923 (Seventy Six Thousand Nine Hundred and Twenty Three)

- E. In addition, it has been agreed that an unsecured loan previously extended by one of the Promoters to the Company shall be converted into equity share capital, whereupon the Company shall issue and allot 30,00,000 (Thirty Lakh) fully paid-up equity shares to such Promoter contemporaneously with, or immediately following, the Incoming Investment (the "Promoter Loan Conversion").
- F. The Parties acknowledge that the Incoming Investment and the Promoters Loan Conversion shall be undertaken in compliance with applicable law, including the Companies Act, 2013 (together with the rules made thereunder), and, as applicable, the provisions of Sections 42 and 62(1)(c) relating to private placement and preferential issue, as well as the articles of association of the Company. The Parties further acknowledge that all corporate, statutory and regulatory approvals, consents, filings and disclosures required for consummation of the foregoing shall be obtained/made in the manner and within the timelines prescribed by applicable law.
- G. The Parties intend and agree that, upon the Incoming Investors being issued and allotted the equity shares pursuant to the Incoming Investment, the Incoming Investors shall be admitted as shareholders of the Company and shall accede to and be bound by the SHA (as amended by this Addendum) as Investors thereunder, and that all references to "Investors" in the SHA shall, from such time, be construed to include the Incoming Investors.
- H. The Parties are desirous of executing this Addendum in accordance with, and pursuant to, the amendment provisions of the SHA [SHA Clause [21.9]], to (i) record the accession of the Incoming Investors as Investors and parties to the SHA; (ii) reflect the Incoming Investment and the Promoters Loan Conversion; (iii) confirm the pari passu treatment of the Incoming Investors with the Existing Investors; and (iv) provide for any consequential amendments necessary to align the SHA with the Term Sheet and the resultant shareholding of the Company.
- I. The Parties agree that this Addendum is intended to be, and shall be construed as, an integral part of the SHA and not as a novation thereof; save and except as expressly modified by this Addendum, the SHA shall continue in full force and effect in accordance with its terms.
- J. Capitalised terms used but not defined in this Addendum shall have the meanings ascribed to them in the SHA, unless the context otherwise requires.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and undertakings contained herein, and the benefits to be derived by each of the Parties hereto, the adequacy and sufficiency of which are hereby acknowledged, **IT IS AGREED AND THIS ADDENDUM WITNESSETH** as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Incorporation of Defined Terms. Unless expressly defined otherwise in this Addendum, all capitalised terms used herein shall have the meanings ascribed to them in the Shareholders' Agreement dated 17 June 2025 (the "SHA").
- 1.2. Definition of "Incoming Investors". For the purposes of this Addendum and the SHA as amended hereby, the term "Incoming Investors" shall mean and refer collectively to Mr. Bhaskara Rao Bollineni, Gruhas PropTech LLP, AGILIS Partners LLP and SMARTGO PROP LLP, and shall include their respective successors and permitted assigns.
- 1.3. Amendment of Definition of "Investors". With effect from the Execution Date of this Addendum and subject to the consummation of the issuance and allotment of equity shares to the Incoming Investors in accordance with the Term Sheet and the resolutions of the shareholders and board of directors of the Company:
 - a. the definition of "Investors" in the SHA shall be deemed to be and shall be read and construed as including the Incoming Investors in addition to the Existing Investors; and
 - b. all references to "Investors" in the SHA shall, from and after the Allotment Date, be construed to mean collectively the Existing Investors and the Incoming Investors, unless the context otherwise requires.
- 1.4. Interpretation:
 - a. This Addendum shall be read together with, and as an integral part of, the SHA. Accordingly, unless the context otherwise requires, references in the SHA to "this Agreement", "hereunder", "herein", "hereof" or words of similar import shall, with effect from the Execution Date, be construed as references to the SHA as amended, supplemented and modified by this Addendum.
 - b. In the event of any conflict or inconsistency between the provisions of the SHA and the provisions of this Addendum, the provisions of this Addendum shall prevail to the extent of such conflict or inconsistency.

2. OPERATIVE PROVISIONS

2.1. Admission of Incoming Investors.

- a. Subject to (i) the consummation of the issuance and allotment of equity shares to the Incoming Investors in accordance with applicable law (including the Companies Act, 2013 and the rules made thereunder, and (ii) receipt of all requisite corporate, statutory and regulatory approvals, each Incoming Investor shall, by execution of this Addendum, be admitted as a party to the SHA and shall be deemed to have acceded to and assumed all the rights, benefits, obligations and liabilities of an "Investor" thereunder.
- b. Each Incoming Investor hereby covenants, represents and undertakes that it has read, understood and agrees to be bound by all the provisions of the SHA (as amended by this Addendum) and shall comply therewith in the same manner and to the same extent as if it had been an original signatory thereto.

2.2. Pari Passu Rights and Obligations.

- a. From the date of allotment of shares pursuant to Clause 2.3 (the "Allotment Date"), the Incoming Investors shall enjoy all rights, protections and entitlements, and shall assume all obligations, covenants and restrictions, pari passu with the Existing Investors, without limitation or distinction in priority.
- b. Specifically, and without prejudice to the generality of the foregoing, the Incoming Investors shall be entitled to and bound by the provisions of the SHA relating to:
 - (i) Audit and Information Rights (Clause 7 of the SHA);
 - (ii) Pre-Emptive/Pro-Rata Rights (Clause 8.1 of the SHA);
 - (iii) Anti-Dilution Protection (Clause 8.2 of the SHA);
 - (iv) Transfer Restrictions, Including Rights of First Refusal and Permitted Transfers (Clause 9 of the SHA);
 - (v) Tag-Along And Drag-Along Rights (Clause 9 of the SHA);
 - (vi) Exit Rights and Mechanisms Including Qualified IPO, Secondary Sale, Buy-Back and Put Option (Clause 10 of the SHA);
 - (vii) Liquidation Preference and Distribution Waterfall (Clause 12 of the SHA);
 - (viii) Representations, Warranties, Covenants and Indemnities (Clause 14 of the SHA); and
 - (ix) Confidentiality (Clause 15 of the SHA).
 - (x) Non-Compete and Non-Solicitation Undertakings (Clause 16 of the SHA).
- c. For the avoidance of doubt:

- (i) the Incoming Investors shall not be entitled to any rights or subject to any obligations superior to, or different in nature from, those of the Existing Investors, unless expressly agreed in writing by all Investors; and
- (ii) all obligations of the Incoming Investors, including obligations to provide information, maintain confidentiality and comply with transfer restrictions, shall bind them to the same extent as the Existing Investors.

2.3. Issuance and Allotment of Shares.

- a. In consideration of the Incoming Investors contributing an aggregate subscription amount of INR 44,99,99,940 (Indian Rupees Forty Four Crore Ninety Nine lakh Ninety Nine Thousand Nine Forty only) at a subscription price of INR 195 (Indian Rupees One Hundred and Ninety-Five only) per equity share, aggregating to 23,07,692 (Twenty-Three Lakh Seven Thousand Six Hundred and Ninety-Two) fully paid-up equity shares of the Company (the "Incoming Investment"). Additional subscription by Ms. Reena Singhania by of Rs.1,49,99,985 (Indian Rupees One Crore Forty Nine lakh Ninety Nine Thousand nine Hundred and Eighty Five only) at a subscription price of INR 195 (Indian Rupees One Hundred and Ninety-Five only) per equity share, aggregating to 76,923 (Seventy Six Thousand Nine Hundred and Twenty Three) fully paid-up equity shares of the Company (the "Incoming Investment").
- b. Simultaneously with the Incoming Investment, the Company shall issue and allot to one of the Promoters 30,00,000 (Thirty Lakh) fully paid-up equity shares in conversion of an unsecured loan extended by such Promoter to the Company (the "Promoter Loan Conversion").
- c. The Incoming Investment and Promoters Loan Conversion shall be undertaken in compliance with applicable provisions of the Companies Act, 2013, including Sections 42 and 62(1)(c), and all requisite filings with the Registrar of Companies and, where applicable, the Reserve Bank of India, shall be made within the statutory timelines.
- d. Upon completion of the Incoming Investment and the Promoters Loan Conversion, the post-transaction shareholding structure of the Company shall be as set out in Schedule A hereto, which shall form an integral part of this Addendum.

2.4. Amendment and Integration with SHA.

- a. With effect from the Execution Date, the SHA shall stand amended, varied and supplemented by this Addendum, and the SHA and this Addendum shall

together constitute a single, consolidated agreement governing the rights and obligations of the Parties.

- b. All references to "Investors" in the SHA shall, from the Allotment Date, be deemed to include the Incoming Investors, and the provisions of the SHA shall apply to the Incoming Investors *mutatis mutandis*.
- c. In the event of any conflict or inconsistency between the provisions of the SHA and the provisions of this Addendum, the provisions of this Addendum shall prevail to the extent of such conflict or inconsistency.
- d. Save as expressly amended or supplemented by this Addendum, the provisions of the SHA shall remain unmodified and in full force and effect.

2.5. Consistency with Articles of Association.

- a. In the event of any inconsistency between the articles of association of the Company and the SHA (as amended by this Addendum), the Parties agree to promptly procure such amendments to the articles of association as may be necessary so that the articles are and remain at all times consistent with the SHA (as amended by this Addendum), and shall not exercise their voting rights in any manner contrary to the foregoing.

3. MISCELLANEOUS

3.1. Counterparts.

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties may execute this Addendum by electronic means (including scanned copies, PDFs or electronic signatures), and such execution shall be deemed valid and binding for all purposes.

3.2. Entire Agreement and Continuity.

- a. This Addendum, together with the SHA, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations or agreements, whether written or oral, relating thereto.
- b. Save as expressly amended or supplemented by this Addendum, the provisions of the SHA shall remain unmodified and continue in full force and effect.

3.3. Governing Law and Dispute Resolution.

- a. This Addendum shall be governed by, and construed in accordance with, the laws of India.
- b. Any disputes arising under or in connection with this Addendum shall be resolved in the manner set forth in Clause [19.3] of the SHA (Dispute Resolution clause), which provisions are hereby incorporated by reference *mutatis mutandis* as if fully set forth herein.

3.4. Binding Effect.

This Addendum shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. No Party may assign or transfer its rights or obligations hereunder except in accordance with the provisions of the SHA.

3.5. Further Assurances.

Each Party agrees to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, documents and things as may be reasonably necessary or desirable to give full effect to this Addendum and to carry out the intentions of the Parties as evidenced hereby.

3.6. Severability.

If any provision of this Addendum is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, such provision shall be deemed modified to the extent necessary to make it enforceable while preserving the original intent of the Parties, and the remaining provisions of this Addendum shall remain in full force and effect.

3.7. Costs and Expenses.

Each Party shall bear its own costs, charges and expenses (including legal, advisory and professional fees) incurred in connection with the negotiation, preparation, execution and delivery of this Addendum and the transactions contemplated herein, unless otherwise expressly agreed in writing.

3.8. Amendment.


No amendment, modification or variation of this Addendum shall be valid or effective unless made in writing and signed by all the Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their respective duly authorised representatives (where applicable), as of the date first written above.

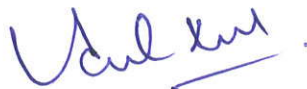
SIGNED AND DELIVERED BY the within named Company by the hand of Mr. Anil Kumar Karusala its Managing Director, authorized official.

**FOR AND ON BEHALF OF
SAI PARENTERAL'S LIMITED**



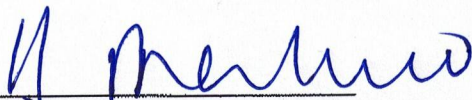
Name: ANIL KUMAR KARUSALA
Designation: Managing Director
Authorised Signatory

SIGNED AND DELIVERED BY the within named Promoter 1, Promoter 2 and Promoter 3 by the hand of Mr. Anil Kumar Karusala as, authorized person.



Name: ANIL KUMAR KARUSALA
Authorised Signatory

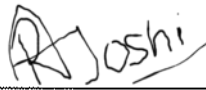

SIGNED AND DELIVERED BY the within named by the hand by **Mr. BHASKARA
RAO BOLLINENI**



Name: **BHASKARA RAO BOLLINENI**

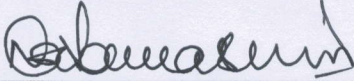
SIGNED AND DELIVERED BY the within named **Gruhas PropTech LLP** by the hand of Mr Nanin Gorrepati, authorized official.

FOR AND ON BEHALF OF
Gruhas PropTech LLP

By:  
Name: Rahul Anant Joshi
Authorised Representative

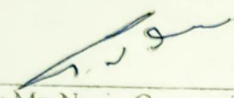
SIGNED AND DELIVERED BY the within named **AGILIS PARTNERS LLP** by the hand of Mr. Sivarama Krishna Manchineni, authorized official.

FOR AND ON BEHALF OF
AGILIS PARTNERS LLP

By: 
Name: Mr. Sivarama Krishna Manchineni
Authorised Representative

SIGNED AND DELIVERED BY the within named SMARTGO PROP LLP by the hand of Mr Nanin Gorrepati, authorized official.

FOR AND ON BEHALF OF
SMARTGO PROP LLP

By: 
Name: Mr. Nanin Gorrepati
Authorised Representative



SCHEDULE A
(Post-Transaction Shareholding Structure)

Name of Investor	Current Shareholding Structure		Shareholding Structure Post Transaction	
	Number of Shares	Stake (%)	Number of Shares	Stake (%)
Promoters and Promoter Group	2,12,66,111	69.67%	2,12,66,111	59.2%
Existing Investors	39,06,249	12.80%	39,83,172	11.1%
Other Shareholders	53,51,849	17.53%	53,51,849	14.9%
Shares issued against Loan	-	-	30,00,000	8.4%
Mr. Bhaskara Rao Bollineni	-	-	12,82,051	3.6%
Gruhas Propotech LLP	-	-	3,84,615	1.1%
Agilis Partners LLP	-	-	3,84,615	1.1%
Smartgo Prop LLP	-	-	2,56,410	0.7%
Total	3,05,24,209	100.00%	3,59,08,823	100.0%