

THIS DEED OF ADHERENCE entered into at Kanpur this ~~23rd~~ 24th day of March, 2022.

AMONG

Mr. SUNDARAM S., son of Mr. M Soundararajan, aged about 59 years, residing at 48, A, Bannargatta Road Layout, Tilak Nagar, Jaya Nagar, 'T' - Block, Bangalore - 560041 having Permanent Account Number AGUPS1181L (hereinafter referred to as "**SS**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs and permitted assigns) acting on his own as well as Sole Proprietor of M/s Sundarlam Industries, a proprietorship concern and having its registered office at A-12, Peenya, IIIrd Stage, Bangalore - 560058 (hereinafter referred to as "**Sundarlam**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

Mr. RAJ KUMAR LOHIA son of Late Rishab Kumar Lohia, aged about 67 years, residing at H1, Emerald Garden, Swaroop Nagar, Kanpur - 208002 having Permanent Account Number AATPL9289M (hereinafter referred to as "**LOHIA**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs and permitted assigns);

AND

SUNDARLAM INDUSTRIES PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 having CIN U29100UP2021PTC156570 and having its registered office at D-3/A, Panki Industrial Estate, Kanpur, Uttar Pradesh- 208022 and corporate office at Industrial Survey No. 37/38, Nadakerappa Industrial Estate, Andharahalli Main Road, Near Peenya 2nd Stage Vishwaneedam Post, Bangalore, Karnataka - 560091, through Mr. K G Gupta, Director duly authorised vide Board Resolution dated 4th January, 2022 (hereinafter referred to as the "**New Company**", which expression shall, unless repugnant to the context or meaning be deemed to mean and include its successors and permitted assigns).

WHEREAS an Asset Transfer cum Non-Compete Agreement dated 12th October 2021 has been entered between SS/ Sundaram and LOHIA to record the mutual rights and obligations of the parties thereto, *inter alia*, in relation to the transfer of Tangible Assets and the Intangible Assets;

AND WHEREAS the New Company was not incorporated at the time of execution of the Asset Transfer cum Non-Compete Agreement dated 12th October 2021;

AND WHEREAS in accordance with Clause 2.2 of the Asset Transfer cum Non-Compete Agreement dated 12th October 2021 the New Company has agreed to execute this Deed of Adherence;

NOW THIS DEED WITNESSETH as under:-

1. All capitalised terms used in this Deed of Adherence shall, unless the subject or context or otherwise requires, bear the same meaning as assigned thereto under the Agreement.

✓ S. Sundaram



2. The New Company confirms that it has received a copy of the Agreement and has read and understood the Agreement and agrees to be bound by all provisions of the Agreement and be subject to all obligations contained therein.
3. All the terms and conditions of the Agreement, *inter alia*, regarding arbitration and other terms and conditions shall be deemed to have been incorporated in this Deed and expressly agreed to among the parties hereto.
4. The addresses and e-mail id for service of Notice to the New Company in accordance with the provisions of Clause 15.1(c) of the Agreement shall be as follows:

New Company:

Name: Sundarlam Industries Private Limited

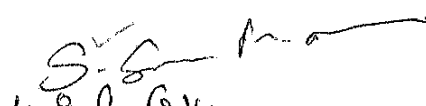
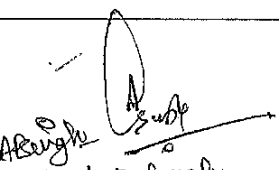
Address: D-3/A, Panki Industrial Estate, Kanpur, Uttar Pradesh 208022

For the attention of: Soundararajan Sundaram, Managing Director

E-mail: sundaram.s@lohiagroup.com

with a copy to: kg.gupta@lohiagroup.com

IN WITNESS WHEREOF the parties hereto have executed this Deed of Adherence on the day and year first hereinabove mentioned.

SS/ SUNDARLAM	 Witness Name: <u>Mande. G.V.</u> Address: <u>#8-73, 3RD CROSS, KANDANAPAL, R-79</u>
LOHIA	 Witness Name: <u>CHIKHA SRIVASTAVA</u> Address: _____
New Company	 Witness Name: <u>ABHAY Pratap Singh</u> Address: <u>M-212, Keshonpuram, Kanpur-208017</u>