2021

SCHEDULE I

PART A – EQUITY SHAREHOLDING PATTERN

Sl. No.	Name of the Equity Shareholder	No. of Equity Shares Held	Amount of Equity Shares (in INR)	Shareholding Percentage
1.	Mr. Rajesh Kumar Jayantilal Kadakia	3,600	36,000	36%
2.	Mr. Sharad Kumar Jayantilal Kadakia	3,600	36,000	36%
3.	Modi Properties Private Limited	1,800	18,000	18%
4.	Acclaim Outsourcing Private Limited	1,000	10,000	10%
Total		10,000	1,00,000	100%

PART B – COMPULSORILY CONVERTIBLE PREFERENCE SHAREHOLDING PATTERN

Sl. No.	Name of the CCPS holder	No. of CCPS Held	Amount of CCPS (in INR)	CCPS holding Percentage
A. Class A CCPS				
1.	Modi Properties Private Limited	75,000	7,50,000	6.98%
2.	Acclaim Outsourcing Private Limited	10,00,000	1,00,00,000	93.02%
Total		10,75,000	1,07,50,000	100%

For GV DISCOVERY CENTERS PVT. LTD.

Director

For ACCLAIM OUTSOURCING PRIVATE LIMITED

Ashish Kumar

Director

For Modi Properties Pvt. Ltd.

Sl. No.	Name of the CCPS holder	No. of CCPS Held	Amount of CCPS (in INR)	CCPS holding Percentage
B. Class B CCPS				
1.	Mr. Rajesh Kumar Jayantilal Kadakia	49,50,000	4,95,00,000	45.31%
2.	Mr. Sharad Kumar Jayantilal Kadakia	49,50,000	4,95,00,000	45.31%
3.	Modi Properties Private Limited	10,25,000	1,02,50,000	9.38%
Total		**1,09,25,000**	**10,92,50,000**	**100%**

For GV DISCOVERY CENTERS PVT. LTD.

Director

RJK

For ACCLAIM OUTSOURCING PRIVATE LIMITED

Director

For Modi Properties Pvt. Ltd.

Managing Director

SCHEDULE II

DEED OF RATIFICATION AND ACCESSION

THIS DEED OF RATIFICATION AND ACCESSION is made and issued on [•] by [•] ("**Transferee**"), a company incorporated in [•] with its registered office at [•] in favour of and for the benefit of each and all of the following (other than the Transferor (as herein defined)):

(i) the parties to the Shareholders Agreement dated [•] ("**Agreement**") made between [•], [•] and [•]; and

(ii) all Persons and corporations who are or subsequently become shareholders of [•] ("**Company**").

WHEREAS:

(A) The parties to the Agreement have agreed thereunder to, inter alia, regulate the affairs of the Company to carry out the Business (as defined in the Agreement).

(B) The Transferee is the transferee of [*state the number of Securities*] Securities ("**Transferred Securities**") in the issued capital of the Company by virtue of the instrument(s) of transfer in respect thereof executed by [*state the name of the Transferor*] (the "**Transferor**").

(C) By the terms of the Agreement, it is a condition precedent to the transfer to the Transferee of the Transferred Securities that the Transferee executes this Deed.

NOW THIS DEED WITNESSES as follows:

1. In this Deed, all references to the "**Agreement**" means the Agreement referred to in sub-paragraph (i) above and includes all amendments, additions and variations thereto agreed between the parties thereto as contained or evidenced by the following documents:

   [*state the documents, if any*]

2. The Transferee hereby acknowledges that it has received a copy of, and has read and understands, the Agreement, and covenants, agrees and confirms that this Deed shall be read with the Agreement as if forming part thereof and that it shall be bound by all provisions of the Agreement as if it was an original party thereto, including with respect to the rights and obligations of the Transferor contained therein, and the Agreement shall have full force and effect on it, and shall be read and construed to be binding on it. The provisions of the Agreement shall be deemed to be incorporated in this Deed by reference.

3. The Transferee hereby covenants and agrees with each of the Parties, persons and corporations in whose favour and for whose benefit this Deed is executed that in

Signatures Not required

consideration of and upon the registration in the Company's register of members holders of the Transferee as the holder of the Transferred Securities, the Transferee will as from the date of the registration of the Transferee as holder of the Transferred Securities, observe and discharge all the terms and conditions of the Agreement which are applicable to it in all respects as if it had been an original party thereto.

4. The Transferee hereby covenants and agrees with each of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed that this Deed is enforceable against the Transferee by any of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed.

5. Save as may be expressly provided in the Agreement, nothing in this Deed shall operate to release or discharge the Transferor from any of the Transferor's obligations and liabilities under the Agreement.

6. **Governing Law**

This Deed shall be governed by and construed in accordance with the laws of the India. The terms and conditions of the Agreement in relation to the provisions regarding arbitration and other terms and conditions shall be deemed to have been incorporated in this Deed.

7. **Notices**

For the purpose of Clause [*Notices*] of the Agreement, the contact particulars of the Transferee are as follows:

Transferee : Address: [•]
Attention: [•]
Fax: [•]
E-mail: [•]

IN WITNESS WHEREOF this Deed has been entered into on the date stated at the beginning:

The Common Seal of
[•]
was hereunto affixed
in the presence of:

Director

Director/Secretary

Signatures Not required

SCHEDULE III

DETAILS OF PROJECT LAND

[Attached Separately]

For GV DISCOVERY CENTERS PVT. LTD.

Director

For ACCLAIM OUTSOURCING PRIVATE LIMITED

Director

For Modi Properties Pvt. Ltd.

Managing Director

SCHEDULE IV

ILLUSTRATIVE OWNERSHIP OF AOPL

		Construction Capacity (Sq. Ft)				
Name of Entity	Reference	Phase I	Phase II	Phase III	Phase IV	Phase V
Company	A	50,000	50,000			
GVRCPL	B	1,00,000	1,00,000	1,00,000	1,00,000	1,00,000
Cumulative Capacity	C	1,50,000	3,00,000	4,00,000	5,00,000	6,00,000
AOPL Entitlement (10%)	D = C * 10%	15,000	30,000	40,000	50,000	60,000
Total Equity Stake of AOPL in the Company	E = D / 50,000 or 1,00,000 sq ft. basis completion achieved in Company	30% of Company (50,000 Sq. ft built up)	30% of Company (1,00,000 Sq. ft built up)	40% of Company (1,00,000 Sq. ft built up)	50% of Company (1,00,000 Sq. ft built up)	60% of Company (1,00,000 Sq. ft built up)

For GV DISCOVERY CENTERS PVT. LTD.

Director

For ACCLAIM OUTSOURCING PRIVATE LIMITED

Ashok Kumar

Director

For Modi Properties Pvt. Ltd.

Managing Director