

**SHAREHOLDERS AGREEMENT BY AND
BETWEEN**

GSP CROP SCIENCE PRIVATE LIMITED

AND

THE PROMOTERS OF GSP CROP SCIENCE PRIVATE LIMITED

AND

THE INVESTOR(S)

SHAREHOLDERS AGREEMENT

THIS SHAREHOLDERS AGREEMENT ("SHA") made at Ahmedabad on this 24th February, 2021 (the Execution Date) by and amongst:

The Persons listed in Schedule 1, (hereinafter collectively referred to as the "Promoters", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include each of their respective successors/heirs, executors, administrators and assigns) of the First Part;

GSP CROP SCIENCE PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956 and having its registered office at 403, Lalita Complex, Near Jain Temple, 352/3 Rasala Road, Navrangpura, Ahmedabad - 380009 (hereinafter be referred to as a "Company" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its subsidiaries, successors and permitted assigns) of the Second Part;

The Persons listed in Schedule 2, (hereinafter collectively referred to as the "Investor(s)", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include each of their respective successors/heirs, executors, administrators and assigns) of the Third Part;

The Investor(s), each of the Promoters and the Company is referred to individually as a "Party" and collectively as the "Parties".

That the Investor(s) have agreed to buy the shares of the Company, in the proportion as defined in Schedule 2, by virtue of the right transferred to them by the Promoters and consequently shall be entitled to be the shareholders of the Company subject to the terms and conditions set forth in this agreement and the Company has agreed to register Investor(s) names in the member's register on the terms and conditions set out in this Agreement;

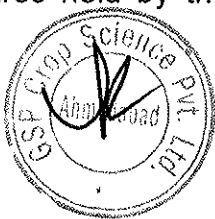
ALL PARTIES HERETO AGREE AS FOLLOWS:

PURCHASE OF SHARES

Subject to the terms and conditions specified in this Agreement, the Investor(s) hereby agrees to buy, and the Company agrees to transfer to the Investor(s), free and clear of all Encumbrances 1500 Shares in aggregate, and individually as defined in Schedule 2, at an aggregate price of INR 18,00,000/- (Rupees Eighteen Lakh only) at Rs. 1200/- per share (the "Investor Purchase Price") based on the valuation agreed between the Parties.

RESTRICTION ON TRANSFER

The Investor(s) shall not directly or indirectly, transfer or encumber any of the Equity shares held by them, in any manner whatsoever, or enter into any agreement or



[Handwritten signature]

[Handwritten signature]

RAJKOT NAGRIK
SANKARI BANK LTD.
AHMEDABAD BRANCH
AHMEDABAD - 380 009
24.2.2021
STAMP DUTY 000300
SPECIAL ADHESIVE
9904 8119315

arrangement to transfer or encumber any of the Equity shares held by them, in any manner whatsoever, without prior written consent of the Promoters. Provided however that if the Investor(s) desires to transfer the Equity shares, the same shall be as per the 'RIGHT OF FIRST OFFER' as detailed in the below clause.

RIGHT OF FIRST OFFER

If at any time, the Investor(s) desires to transfer the Equity Shares held by it in the Company due to any reason whatsoever, it shall offer such Equity Shares in the first instance, to the Promoters ("promoter offer"). Further, where the Investor(s) is an employee, in the event of cessation of Investor(s) employment, the Investor and his/her relative shall mandatorily offer all their Equity Shares to the Promoters ("promoter offer").

The Promoter offer shall be made by notice in writing by the Investor(s) setting out the number of Equity Shares being offered to the Promoters together with the price. The Price of the Promoter offer shall be such that the Investor shall get 8% p.a. simple interest return on the original acquisition price of share i.e Rs. 1200/-.

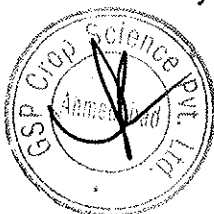
The offer shall limit the time within which, if the Promoter offer is not accepted, it shall be deemed to have been declined, provided that the time fixed in the said notice shall not be less than 60 (sixty) days ("promoter offer period").

Within the aforesaid time, the promoters shall be entitled to accept the promoter offer or name any other person or persons who shall accept the promoter offer at the price stated therein. The Promoters shall be entitled to accept the offer themselves or to name any other person or persons who shall accept the Promoter offer and to whom such Equity Shares or a part thereof shall be transferred and in the latter case, the Investor(s) shall transfer such Equity Shares or any part thereof to the person or persons named by the Promoters and the Promoters shall ensure that such person or persons to whom such Equity Shares or part thereof shall be transferred by the Investor(s) shall make payment of the price thereof against delivery of shares and requisite formalities are completed by the Investor(s).

In the event the Promoter does not accept the promoter offer or does not name any other person or persons to whom such Equity Shares or any part thereof shall be transferred within the promoter offer period, the Investor(s) shall be entitled to offer such Equity Shares to any third party at the same price and on identical terms and conditions as offered to the Promoters provided that such person shall not be a competitor and that such transfer shall be completed within 90 (ninety) days from the date of expiry of the Promoter Offer Period.

DRAG ALONG RIGHTS

In the event that the Promoters wish to sell all or part of its Equity Shares in the company to a Third Party, they shall acquire these shares from the Investor(s) and they have the right to issue a notice (hereinafter referred to as the "Drag Along Notice"), whereby the Investor(s) shall be required to sell all their Investor Shares, as may be specified for this purpose in the Drag Along Notice, to such Third party purchaser as may be specified by the Promoters.



[Handwritten signature]

[Handwritten signature]

The Drag Along Notice shall state:

- The details of the third party purchaser and the price per share offered by the purchaser (the Drag Along Price);
- the fact that the Investor(s) shall be bound to transfer to the third party purchaser all the Investor Shares within ten (10) Business Days of receipt of the Drag Along Notice at the Drag Along Price; and
- that the Investor(s) are called upon to deliver to third party purchaser the shares together with the duly stamped and executed share transfer forms / Delivery Instruction Slips.

In the event the Promoters, issues the Drag Along Notice to the Investor(s), the Promoters shall ensure that along with the Shares offered by the Promoters, the proposed Third Party purchaser also acquires all the Shares held by the Investor(s) specified in the Drag Along Notice for the price mentioned above and on same terms and conditions as applicable to the Shares offered.

If after becoming bound to transfer the Investor Shares, the Investor(s) fail to do so, the Promoters may receive the purchase price on behalf of the Investor(s) (by written notice to the third party purchaser) and the Directors nominated by the Company may execute an instrument of transfer of those Investor Shares in favour of the third party purchaser and shall cause the name of the third party purchaser to be entered in the register of members of the Company / Depository as the holder of those Investor Shares and the Promoters shall hold the purchase price in trust for the Investor(s).

The Investor(s) hereby agree that they shall co-operate and ensure to do all such acts including but not limited to execution of all appropriate documents for the completion of the sale and transfer of the Investor Shares.

TERMINATION

This Agreement shall stand terminated upon the Investor(s) ceasing to hold any Investor Shares or the listing of the equity shares of the Company on a recognised stock exchange through Initial Public Offer (IPO), whichever is earlier.

AMENDMENT

This Agreement may be modified or amended only by a writing duly executed by or on behalf of the Parties.

EXPENSES

Each Party shall bear its own costs and expenses in relation to this Agreement except for the expenses on the issue of Investor Shares, which shall be borne by the Company.



Handwritten signature

Handwritten signature

NOTICES

All notices, requests, demands and other communications made or given under the terms of this Agreement or in connection herewith shall be in writing and shall be either personally delivered or mail and shall be addressed to the appropriate party at the following address or to such other address or place as such party may from time to time designate :

- To the Promoters: Mr. Kenal Vrajmohan Shah
- Address: 29/11, Manikamal Co. Op. Housing Soc. Ltd, Sal Hospital Road, Nr. Surdhara Circle, Thaltej, Ahmedabad - 380054
- Tel: 9687652901
- Email: kenal1969@yahoo.co.in

- To the Company: Mr. Kenal Vrajmohan Shah, Managing Director
- Address: 403, Lalita Complex, Near Jain Temple, 352/3 Rasala Road, Navrangpura, Ahmedabad - 380009
- Tel: 079-61915151
- Email: mdoffice@gspcrop.in

- For the attention of:
- The Investor(s) : As per Schedule 2
- Address: As per Schedule 2
- Tel: As per Schedule 2
- Email: As per Schedule 2

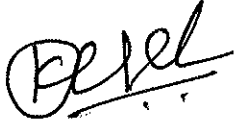
Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice, request, demand or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is 5 (five) days after the mailing thereof.



Kenal

ps/cn

For GSP Crop Science Private Limited

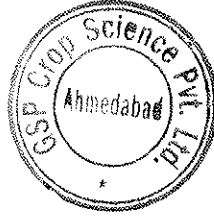


SIGNED

Mr. Kenal V. Shah

Managing Director

DIN: 00094439



For Promoters



SIGNED

Kenal V. Shah

For Investor



SIGNED

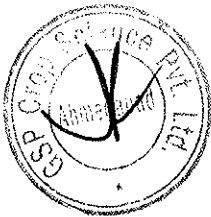
Patel Pankaj S

Schedule – 1 – List of Promoters

Sr. No.	List of Promoters
1	Mr. Kenal Vrajmohan Shah
2	Mr. Bhavesh Vrajmohan Shah
3	Mr. Vrajmohan Ramanlal Shah
4	Mr. Vrajmohan R. Shah & Ms. Vilasben V. Shah
5	Vrajmohan Ramanlal Shah (HUF)
6	Ms. Vilasben Vrajmohan Shah
7	Mr. Tirth Kenal Shah
8	Mrs. Falguni Kenal Shah
9	Mrs. Deepa Bhavesh Shah
10	Kenal Vrajmohan Shah (HUF)
11	Bhavesh Vrajmohan Shah (HUF)

Schedule – 2 – List of Investor(s)

Sr. No.	Name of the Investor	No. of shares	Total Amount	Contact details
1	Patel Pankaj S	1500	Rs. 18,00,000/-	09687652938



Patel

Patel

AMENDMENT AGREEMENT DATED NOVEMBER 12, 2024
TO THE SHAREHOLDERS' AGREEMENT DATED FEBRUARY 24, 2021

BY AND AMONGST

GSP CROP SCIENCE LIMITED

AND

BHAVESH VRAJMOHAN SHAH

AND

TIRTH KENAL SHAH

AND

FALGUNI KENAL SHAH

AND

VILASBEN VRAJMOHAN SHAH

AND

DEEPA BHAVESH SHAH

AND

PATEL PANKAJ S



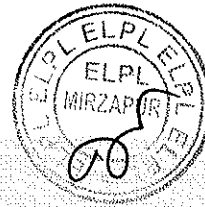
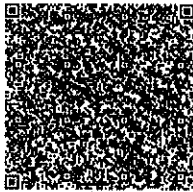
IN-GJ95517820407413W



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ95517820407413W
Certificate Issued Date : 08-Nov-2024 03:13 PM
Account Reference : IMPACC (FI)/ gjelimp10/ MIRZAPUR COURT/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJELIMP1004394614231825W
Purchased by : GSP CROP SCIENCE LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : GSP CROP SCIENCE LIMITED
Second Party : PATEL PANKAJ S
Stamp Duty Paid By : GSP CROP SCIENCE LIMITED
Stamp Duty Amount(Rs.) : 300
 (Three Hundred only)



IN-GJ95517820407413W

IHDF 0019822246

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This amendment agreement to the shareholders' agreement dated February 24, 2021 (the "Existing SHA"), is made on November 12, 2024 at Ahmedabad (the "Amendment Agreement"), by and amongst:

- (1) **GSP CROP SCIENCE LIMITED**, a public limited company incorporated in India, under the Companies Act, 1956 with CIN U24120GJ1985PLC007641, having its registered office at 404, Lalita Complex, Rasala Road, Mithakhali Six Road, Navrangpura, Ahmedabad, Gujarat, India, 380 009 (hereinafter referred to as the "**Company**");
- (2) **BHAVESH VRAJMOHAN SHAH**, an Indian resident and residing at 35, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Bodakdev, Ahmedabad, Gujarat 380054 (hereinafter referred to as "**Promoter No. 1**" or "**Bhavesh Shah**");
- (3) **TIRTH KENAL SHAH**, an Indian resident and residing at 29/11, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Bodakdev, Ahmedabad, Gujarat 380054 (hereinafter referred to as "**Promoter No. 2**" or "**Tirth Shah**");
- (4) **FALGUNI KENAL SHAH**, an Indian resident and residing at 29/11, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Bodakdev, Ahmedabad, Gujarat 380054 (hereinafter referred to as "**Promoter No. 3**" or "**Falguni Shah**");
- (5) **VILASBEN VRAJMIHAN SHAH**, an Indian resident and residing at 29/11, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Bodakdev, Ahmedabad, Gujarat 380054 (hereinafter referred to as "**Promoter No. 4**" or "**Vilasben Shah**");
- (6) **DEEPA BHAVESH SHAH**, an Indian resident and residing at 35, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Bodakdev, Ahmedabad, Gujarat 380054 (hereinafter referred to as "**Deepa Shah**"); and
- (7) **PATEL PANKAJ S**, an Indian resident and residing at At Hathipura, TA Vijapur, Mehsana - 382870 (hereinafter referred to as "**Investor**")

Promoter No. 1, Promoter No. 2, Promoter No. 3 and Promoter No. 4 shall hereinafter, collectively be referred to as the "**Promoters**". Deepa Shah shall hereinafter referred to as the "**Promoter Group**".

The Company, the Investor(s), the Promoters and the Promoter Group shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

1. The Company had entered into the Existing SHA with the Investor(s), Promoters and Promoter Group, to buy equity shares of the Company in the proportion as defined in the Existing SHA and by virtue of the right transferred to them by the Promoters be entitled to be the shareholders of the Company.
2. The Company is considering, subject to necessary approvals and market conditions, an initial public offering of its equity shares comprising a fresh issue of equity shares of face value of ₹10 each ("**Equity Shares**") and an offer for sale by certain existing shareholders of the Company in accordance with the provisions of the 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 offering of the Equity Shares, the "**IPO**") and listing of the Equity Shares on BSE Limited and the National Stock Exchange of India Limited (together, the "**Stock Exchanges**"). The IPO may also include a further issue of specified securities to existing Shareholders and/or any other person, undertaken by the Company (the "**Specified Securities**" and such further issue, the "**Pre-IPO Placement**") to be undertaken prior to the filing of the red herring prospectus in relation to IPO, which, if undertaken, will be reduced from the Fresh Issue.
3. Accordingly, the Parties are entering into this Amendment Agreement with the objective of amending certain provisions and providing waivers and consents in relation to their rights under the Existing SHA, upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other



Handwritten signature/initials

good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL

- 1.1. This Amendment Agreement is made pursuant to the clause titled "*Amendment*" of the Existing SHA and shall be effective on and from the execution hereof ("**Execution Date**").
- 1.2. The terms of this Amendment Agreement shall be read and interpreted in conjunction with those of the Existing SHA. In the event of a conflict between the terms of this Amendment Agreement and the Existing SHA, the terms of this Amendment Agreement shall prevail.
- 1.3. Except to the extent expressly provided in this Amendment Agreement, this Amendment Agreement does not and shall not be construed to modify any other terms and conditions of the Existing SHA and the same shall continue to be in full force and effect.

2. AMENDMENTS

- 2.1. The reference to "**Promoters**" in the Existing SHA is hereby clarified to mean Bhavesh Shah, Tirth Shah, Falguni Shah and Vilasben Shah.
- 2.2. The clause titled "*Restriction on Transfer*" of the Existing SHA is amended and substituted in its entirety with the following:

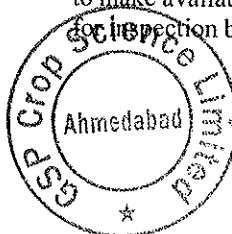
"Except the Equity Shares transferred pursuant to the IPO, the Investor(s) shall not directly or indirectly, transfer or encumber any of the Equity Shares held by them, in any manner whatsoever, or enter into any agreement or arrangement to transfer or encumber any of the Equity Shares held by them, in any manner whatsoever, without prior written consent of the Promoters."

- 2.3. The clause titled "*Termination*" of the Existing SHA is amended and substituted in its entirety with the following:

"This Agreement shall be terminated upon the (i) Investor(s) ceasing to hold any Shares in the Company, or (ii) on the filing of the red herring prospectus of the Company with the Securities Exchange Board of India, the Stock Exchanges and the Registrar of Companies, Gujarat at Ahmedabad, without any further corporate or other action by the Parties, whichever is earlier"

3. WAIVERS AND CONSENTS

- 3.1. In order to facilitate the IPO and any Pre-IPO Placement, the Promoters and the Investor(s) hereby agree to consent and waive, till March 31, 2028 or such date on which the Board of Directors of the Company decides not to undertake the IPO, whichever is earlier (the "**Long Stop Date**"), and such consents and waivers are hereby acknowledged by the Parties to be in accordance with and in full compliance of the "*Amendments*" clause of the Existing SHA, their respective rights and the obligations, as applicable, under the following provisions of the Existing SHA:
 - (a) The clause titled "*Right of First Offer*" of the Existing SHA solely to the extent of the Equity Shares issued, allotted and transferred pursuant to the IPO;
 - (b) The clause titled "*Drag Along Rights*" of the Existing SHA solely to the extent of the Equity Shares issued, allotted and transferred pursuant to the IPO;
- 3.2. Each Party consents to disclose the terms of the Existing SHA and this Amendment Agreement, in the draft red herring prospectus, red herring prospectus, prospectus and all other documents in relation to the IPO, to the extent required under applicable law and/ or as necessary for the purposes of the IPO. Each Party consents to the filing of such copies of the Existing SHA and this Amendment Agreement, as may be required, along with a copy of the red herring prospectus and prospectus, with the Securities and Exchange Board of India, the relevant registrar of companies, the stock exchanges here the Equity Shares are proposed to be listed or any other regulatory/ statutory authority, in relation to the IPO, and to make available copies of the Existing SHA and this Amendment Agreement as material documents for inspection by public (including by hosting the aforesaid documents on the Company's website and



Handwritten signature or initials, possibly 'J. S. Jay', written in black ink.

being available at the Company's registered office), to the extent required under applicable law and/or as necessary for the purposes of the IPO.

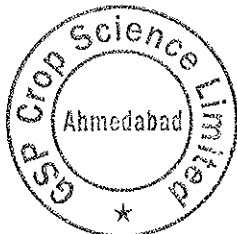
4. TERMINATION OF THIS AMENDMENT AGREEMENT

- 4.1. The Parties agree that this Amendment Agreement shall stand automatically terminated without any further action or deed required on the part of any Party, upon the earlier of the following events:
- (a) this Amendment Agreement being terminated by the mutual written agreement of all Parties;
 - (b) the Long Stop Date; or
 - (c) on the filing of the red herring prospectus of the Company with the Securities Exchange Board of India ("SEBI"), the Stock Exchanges and the Registrar of Companies, Gujarat at Ahmedabad, without any further corporate or other action by the Parties..
- 4.2. With respect to any Party, this Amendment Agreement shall stand automatically terminated, without any further action or deed required on the part of any other Party, upon such Party ceasing to hold any Equity Shares in the Company, subject to surviving rights and obligations of such Party which accrue on or prior to the date of such Party ceasing to be a Shareholder.
- 4.3. In case of termination of this Amendment Agreement in accordance with Clause 4.1 (a) and (b), the Existing SHA (as existing prior to the execution of this Amendment Agreement) shall immediately and automatically stand reinstated and all amendments to the Existing SHA, under or pursuant to this Amendment Agreement, and any other action taken pursuant to this Amendment Agreement and all waivers and consents granted in connection with the Existing SHA, shall automatically stand rescinded and revoked (and shall have no force and effect), and the Parties shall act in accordance with Clause 4.5 to give effect to the aforesaid.
- 4.4. The termination of this Amendment Agreement shall be without prejudice to the accrued rights and obligation of the Parties hereunder prior to such termination.
- 4.5. In case of termination of this Amendment Agreement in accordance with Clause 4.1(a) and (b), the Parties agree that the provisions of the Existing SHA (as existing prior to the execution of this Amendment Agreement) shall: (i) immediately and automatically stand reinstated, with full force and effect, without any further action or deed required on the part of any Party; and (ii) be deemed to have been in force during the period between date of execution of this Amendment Agreement and the date of termination of this Amendment Agreement, without any break or interruption whatsoever. Each Party severally agrees to take all necessary steps and perform all necessary actions, as may be required, including (i) making relevant filings and applications (as applicable) with the government authority in relation to the above, and (iii) re-constitution of the Board in accordance with the terms of the Existing SHA prior to the execution of this Amendment Agreement, to give effect to the aforesaid. In this regard, the Company shall take all steps to convene the meetings of the Board and Shareholders within 30 days of the earlier of (i) the Long Stop Date or (ii) the date on which the Board decides to withdraw any offer document filed with any regulator in respect of the IPO, including any draft offer document filed with the SEBI, as applicable, for this purpose.

5. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto that:

- (i) it has the power and authority to execute and deliver this Amendment Agreement and is not prohibited from entering into this Amendment Agreement,
- (ii) this Amendment Agreement has been duly authorized by the respective Parties and upon execution and delivery will be a legal, valid and binding obligation of such Party enforceable in accordance with its terms; and



Handwritten signature or initials, possibly "BME", written in black ink.

Handwritten signature or initials, possibly "d/s/c", written in black ink.

- (iii) the execution and delivery of this Amendment Agreement and the promises, agreements or undertakings of such Party under this Amendment Agreement do not: (i) violate any applicable Law, or agreements or any other instruments which the Parties have executed, or (ii) violate or contravene the provisions of or constitute a default under any documents, or contracts, which are applicable to them.

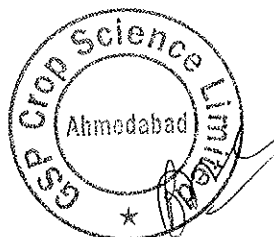
6. COUNTERPARTS

This Amendment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering the counterpart in person. In the event any of the Parties delivers a pdf format 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 format.

7. MISCELLANEOUS

- 7.1. The provisions of the clauses titled "*Purchase of Shares*", "*Expenses*" and "*Notices*" of the Existing SHA are deemed to be incorporated herein by way of reference and shall apply *mutatis mutandis* to this Amendment Agreement.
- 7.2. As at and from the Execution Date, this Amendment Agreement forms an integral part of the Existing SHA, and when read together, constitutes the entire agreement and understanding between the Parties in relation to the subject matter and shall remain valid, operative, binding, subsisting, enforceable and in full force and effect. If there is any conflict on any specific matter(s) between the provisions of this Amendment Agreement and the Existing SHA, the Parties agree that the provisions of this Amendment Agreement shall prevail to the extent of such conflict.
- 7.3. If any term or provision of this Amendment Agreement is deemed invalid or unenforceable, then such term or provision shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment Agreement.
- 7.4. This Amendment Agreement shall not be modified or waived, except as otherwise agreed previously in writing and executed by all Parties to this Amendment Agreement.

[SIGNATURE PAGES TO FOLLOW]



Handwritten signature

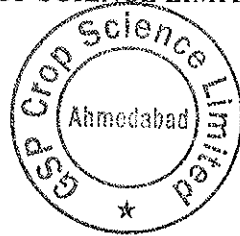
THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT ENTERED INTO BY AND AMONG THE COMPANY AND THE SHAREHOLDERS

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed for and on behalf of **GSP CROP SCIENCE LIMITED**



BHAVESH VRAJMOHAN SHAH
MANAGING DIRECTOR
DIN: 00094669



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT
ENTERED INTO BY AND AMONG THE COMPANY AND THE SHAREHOLDERS**

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed by BHAVESH VRAJMOHAN SHAH



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT
ENTERED INTO BY AND AMONG THE COMPANY AND THE SHAREHOLDERS**

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed by TIRTH KENAL SHAH



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT
ENTERED INTO BY AND AMONG THE COMPANY AND THE SHAREHOLDERS**

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed by FALGUNI KENAL SHAH

Falguni. K. Shah

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT
ENTERED INTO BY AND AMONG THE COMPANY AND THE SHAREHOLDERS**

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed by **VILASBEN VRAJMOHAN SHAH**

vilasben v shah

**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT
ENTERED INTO BY AND AMONG THE COMPANY AND THE SHAREHOLDERS**

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed by DEEPA BHAVESH SHAH



**THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE AMENDMENT AGREEMENT
ENTERED INTO BY AND AMONG THE COMPANY AND THE SHAREHOLDERS**

IN WITNESS WHEREOF, this Amendment Agreement has been duly executed by the Parties or their authorised signatories on the day and year first above written.

Signed by **PATEL PANKAJ S**

A handwritten signature in black ink, appearing to read 'Pankaj S', written over a horizontal line.



IN-GJ84928701433490Y



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

₹770

Certificate No. : IN-GJ84928701433490Y
Certificate Issued Date : 09-Jan-2026 03:54 PM
Account Reference : IMPACC (AC)/ gj13115411/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1311541170506372594857Y
Purchased by : GSP CROP SCIENCE LIMITED
Description of Document : Article 5(h) Agroomont (not otherwise provided for)
Description : SHARE PURCHASE AND SECOND AMENDMENT AGREEMENT TO THE SHAREHOLDERS AGREEMENT DATED FEBRUARY 24,2021
Consideration Price (Rs.) : 16,61,853
(Sixteen Lakh Sixty One Thousand Eight Hundred And Fifty Three only)
First Party : GSP CROP SCIENCE LIMITED
Second Party : PATEL PANKAJ S
Stamp Duty Paid By : GSP CROP SCIENCE LIMITED
Stamp Duty Amount(Rs.) : 770
(Seven Hundred And Seventy only)



₹770

IN-GJ84928701433490Y

GG 0042139615

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcifstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



SHARE PURCHASE AND SECOND AMENDMENT AGREEMENT DATED 13th January 2026 TO
THE SHAREHOLDERS' AGREEMENT DATED FEBRUARY 24, 2021

This Share Purchase and Second Amendment Agreement to the Shareholders' Agreement dated February 24, 2021 ("**Second Amendment Agreement**") is made on this dated 13th January, 2026 ("**Execution Date**") by and amongst:

- (1) **GSP CROP SCIENCE LIMITED**, a public limited company incorporated in India, under the Companies Act, 1956 with CIN U24120GJ1985PLC007641, having its registered office at 404, Lalita Complex, Rasala Road, Mithakhali Six Road, Navrangpura, Ahmedabad, Gujarat, India, 380 009 (hereinafter referred to as the "**Company**");
- (2) **BHAVESH VRAJMOHAN SHAH**, an Indian resident and residing at 35, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Bodakdev, Ahmedabad, Gujarat 380054 (hereinafter referred to as "**Promoter No. 1**" or "**Bhavesh Shah**");
- (3) **TIRTH KENAL SHAH**, an Indian resident and residing at 29/11, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Bodakdev, Ahmedabad, Gujarat 380054 (hereinafter referred to as "**Promoter No. 2**" or "**Tirth Shah**");
- (4) **FALGUNI KENAL SHAH**, an Indian resident and residing at 29/11, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Bodakdev, Ahmedabad, Gujarat 380054 (hereinafter referred to as "**Promoter No. 3**" or "**Falguni Shah**");
- (5) **VILASBEN VRAJMIHAN SHAH**, an Indian resident and residing at 29/11, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Bodakdev, Ahmedabad, Gujarat 380054 (hereinafter referred to as "**Promoter No. 4**" or "**Vilasben Shah**");
- (6) **PATEL PANKAJ S**, and Indian resident and residing at Hathipura, TA Vijapur, Mehsana - 382870 (hereinafter referred to as "**Investor**"); and
- (7) **ALPHA TRUST**, a trust registered under the Indian Trusts Act, 1882 and having its registered office at 29/11, Manikamal Society, SAL Hospital Road, Nr. Surdhara Circle, Thaltej, Ahmedabad - 380054, acting through its authorised trustee Mr. Bhavesh Shah (hereinafter referred to as "**Purchaser**").

Promoter No. 1, Promoter No. 2, Promoter No. 3 and Promoter No. 4 shall hereinafter, collectively be referred to as the "**Promoters**".

The Promoters, and the Purchaser are hereinafter collectively referred to as the "**Promoter Group**". The Company, the Investor(s), the Promoter, and the Purchaser shall hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. The Investor holds an aggregate of 22,500 (Twenty Two Thousand Five Hundred) equity shares of the Company ("**Equity Shares**") as on the Execution Date. The Company, Promoters and the Investor have entered into a Shareholders' Agreement dated February 24, 2021 ("**Existing SHA**") and an Amendment Agreement to the Existing SHA dated





November 12, 2024 ("First Amendment Agreement") recording inter se terms and conditions with respect to the Equity Shares held by the Investor.

- B. The Investor has tendered his resignation, which has been accepted by the Company, and pursuant to the provisions of the Existing SHA read with the First Amendment Agreement, and basis the mutual understanding between the Parties, the Investor has offered to sell and transfer 15,000 (Fifteen Thousand) Equity Shares ("Sale Shares") to the Promoter vide its offer letter dated [•] in pursuance to provisions of Right of First Offer under the Existing SHA, and the Promoters have nominated the Purchaser, to buy the Sale Shares at an aggregate consideration of Rs. 16,61,852.05 (Rupees Sixteen Lakh Sixty One Thousand Eight Hundred and Fifty Two and point five paise) ("Sale Shares Consideration") and the Investor shall continue to retain and hold 7,500 (Seven Thousand Five Hundred) Equity Shares in the Company ("Balance Equity Shares") in accordance with the terms and conditions as set out herein.

NOW THIS SECOND AMENDMENT AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. PURCHASE AND SALE OF SHARES

- 1.1. The Investor hereby sells the Sale Shares to the Purchaser and Purchaser hereby purchases from the Investor the Sale Shares for the Sale Shares Consideration paid by the Purchaser to the Investor (*the receipt of which is hereby acknowledged by the Investor*), free from all encumbrances and together with all rights, title, interest, advantages and benefits now and hereafter attaching or accruing thereto and further the Purchaser hereby receives full legal and beneficial ownership of such Sale Shares and all rights relating thereto and arising therefrom with effect from the Execution Date. The Investor hereby agrees that he shall co-operate and ensure to do all such acts including but not limited to execution of all appropriate documents, filings of relevant forms, etc., for the completion of the sale and transfer of the Sale Shares in favour of the Purchaser.
- 1.2. Each of the Promoters hereby waive their right to acquire all the Equity Shares held by the Investor as per the terms of the Existing SHA and permits the Investor to continue to hold the Balance Shares subject to strictly the terms of the Existing SHA read with the First Amendment Agreement and this Second Amendment Agreement.

2. GENERAL

- 2.1. This Second Amendment Agreement is made pursuant to the clause titled "Amendment" of the Existing SHA and shall be effective on and from the Execution Date.
- 2.2. The terms of this Second Amendment Agreement shall be read and interpreted in conjunction with those of the Existing SHA and the First Amendment Agreement. In the event of a conflict between the terms of this Second Amendment Agreement, Existing SHA and the Amended Agreement, the terms of this Second Amendment Agreement shall prevail.
- 2.3. Except to the extent expressly provided in this Second Amendment Agreement, this Second Amendment Agreement does not and shall not be construed to modify any other terms and conditions of the Existing SHA and the First Amendment Agreement and the same shall continue to be in full force and effect. All other provisions including Clauses, Articles, Sections, Annexures, Schedules, as the case may be, of the Existing SHA and the



First Amendment Agreement to the extent not amended or replaced shall mutatis mutandis be applicable to this Second Amendment Agreement.

3. REPRESENTATIONS AND WARRANTIES

- 3.1. Each Party represents and warrants, severally and not jointly, and with respect to itself, to the other Parties hereto that:
- 3.1.1. it has the power and authority to execute and deliver this Second Amendment Agreement and is not prohibited from entering into this Second Amendment Agreement;
- 3.1.2. this Second Amendment Agreement has been duly authorized by the respective Parties and upon execution and delivery will be a legal, valid and binding obligation of such Party enforceable in accordance with its terms; and
- 3.1.3. the execution and delivery of this Second Amendment Agreement and the promises, agreements or undertakings of such Party under this Second Amendment Agreement do not: (i) violate any applicable Law, or agreements or any other instruments which the Parties have executed, or (ii) violate or contravene the provisions of or constitute a default under any documents, or contracts, which are applicable to them.

4. COUNTERPARTS

- 4.1. This Second Amendment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (.pdf) shall be as effective as signing and delivering the counterpart in person. In the event any of the Parties delivers a pdf format signature page of a signature page to this Second 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 format.

5. MISCELLANEOUS

- 5.1. The provisions of the clauses titled "Expenses" and "Notices" of the Existing SHA are deemed to be incorporated herein by way of reference and shall apply mutatis mutandis to this Amendment Agreement.
- 5.2. As at and from the Execution Date, this Second Amendment Agreement forms an integral part of the Existing SHA and the First Amendment Agreement, and when read together, constitutes the entire agreement and understanding between the Parties in relation to the subject matter and shall remain valid, operative, binding, subsisting, enforceable and in full force and effect. If there is any conflict on any specific matter(s) between the provisions of this Second Amendment Agreement, First Amendment Agreement and the Existing SHA, the Parties agree that the provisions of this Second Amendment Agreement shall prevail to the extent of such conflict.



- 5.3. If any term or provision of this Second Amendment Agreement is deemed invalid or unenforceable, then such term or provision shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Second Amendment Agreement.
- 5.4. This Second Amendment Agreement shall not be modified or waived, except as otherwise agreed previously in writing and executed by all Parties to this Second Amendment Agreement.

[Handwritten signature]

[Handwritten signature]



(Signature Pages to Follow)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THIS SECOND AMENDMENT AGREEMENT DATED JANUARY 13, 2026 EXECUTED AMONGST GSP CROP SCIENCE LIMITED, BHAVESH VRAJMOHAN SHAH, TIRTH KENAL SHAH, FALGUNI KENAL SHAH, VILASBEN VRAJMIHAN SHAH, PATEL PANKAJ S, AND ALPHA TRUST.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment Agreement the day and year first above written.

Signed and delivered for and on behalf of the Company



GSP CROP SCIENCE LIMITED

Name: Bhavesh Shah

Designation: Chairman & Managing Director



THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THIS SECOND AMENDMENT AGREEMENT DATED JANUARY 13, 2026 EXECUTED AMONGST GSP CROP SCIENCE LIMITED, BHAVESH VRAJMOHAN SHAH, TIRTH KENAL SHAH, FALGUNI KENAL SHAH, VILASBEN VRAJMIHAN SHAH, PATEL PANKAJ S, AND ALPHA TRUST.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment Agreement the day and year first above written.

Signed and delivered by Promoter No. 1

A handwritten signature in blue ink, appearing to be 'Bml', is written above a horizontal line.

Mr. Bhavesh Vrajmohan Shah

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THIS SECOND AMENDMENT AGREEMENT DATED JANUARY 13, 2026 EXECUTED AMONGST GSP CROP SCIENCE LIMITED, BHAVESH VRAJMOHAN SHAH, TIRTH KENAL SHAH, FALGUNI KENAL SHAH, VILASBEN VRAJMIHAN SHAH, PATEL PANKAJ S, AND ALPHA TRUST.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment Agreement the day and year first above written.

Signed and delivered by Promoter No. 2



Mr. Tirth Kenal Shah

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THIS SECOND AMENDMENT AGREEMENT DATED JANUARY 13, 2026 EXECUTED AMONGST GSP CROP SCIENCE LIMITED, BHAVESH VRAJMOHAN SHAH, TIRTH KENAL SHAH, FALGUNI KENAL SHAH, VILASBEN VRAJMIHAN SHAH, PATEL PANKAJ S, AND ALPHA TRUST.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment Agreement the day and year first above written.

Signed and delivered by Promoter No. 3



Mrs. Falguni Kenal Shah

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THIS SECOND AMENDMENT AGREEMENT DATED JANUARY 13, 2026 EXECUTED AMONGST GSP CROP SCIENCE LIMITED, BHAVESH VRAJMOHAN SHAH, TIRTH KENAL SHAH, FALGUNI KENAL SHAH, VILASBEN VRAJMIHAN SHAH, PATEL PANKAJ S, AND ALPHA TRUST.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment Agreement the day and year first above written.

Signed and delivered by Promoter No. 4

Vilasben V. Shah

Mrs. Vilasben Vrajmohan Shah

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE SECOND AMENDMENT AGREEMENT DATED JANUARY 13, 2026 EXECUTED AMONGST GSP CROP SCIENCE LIMITED, BHAVESH VRAJMOHAN SHAH, TIRTH KENAL SHAH, FALGUNI KENAL SHAH, VILASBEN VRAJMIHAN SHAH, PATEL PANKAJ S, AND ALPHA TRUST.



IN WITNESS WHEREOF, the Parties have entered into this Second Amendment Agreement the day and year first above written.

Signed and delivered by Investor



Mr. Patel Pankaj S

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THIS SECOND AMENDMENT AGREEMENT DATED JANUARY 13, 2026 EXECUTED AMONGST GSP CROP SCIENCE LIMITED, BHAVESH VRAJMOHAN SHAH, TIRTH KENAL SHAH, FALGUNI KENAL SHAH, VILASBEN VRAJMIHAN SHAH, PATEL PANKAJ S AND ALPHA TRUST.

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment Agreement the day and year first above written.

Signed and delivered for and on behalf of the Purchaser



ALPHA TRUST

Name: Bhavesh Shah

Designation: Trustee