



IN-GJ64705554155493V



सत्यमेव जयते

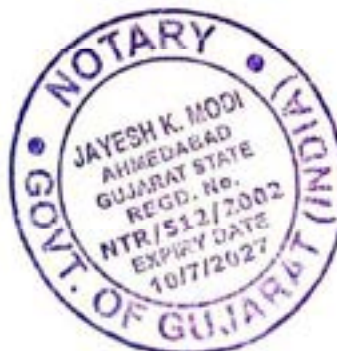
INDIA NON JUDICIAL Government of Gujarat

Certificate of Stamp Duty

S. No. 1472/2023

J. K. MODI
NOTARYGOVT OF GUJ
24 MAY 2023

Certificate No. : IN-GJ64705554155493V
Certificate Issued Date : 17-May-2023 12:23 PM
Account Reference : IMPACC (SV)/ gj13225804/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1322580455739655038375V
Purchased by : M AND B ENGINEERING LIMITED AND UDAYAN GAJJAR
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : SHARE PURCHASE CUM SHAREHOLDERS AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : M AND B ENGINEERING LIMITED AND UDAYAN GAJJAR
Second Party : MODTECH MACHINES PRIVATE LIMITED AND KISHAN GOHIL
Stamp Duty Paid By : M AND B ENGINEERING LIMITED AND UDAYAN GAJJAR
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



Statutory Alert

- The authenticity of this Stamp Certificate should be verified at www.stampduty.com or using a Stamp Mobile App of Stock Holding.
- Any discrepancy in the details in this Certificate and as available on the website / Mobile App renders it invalid.
- The terms of checking fee is payable to the holder of this Certificate.
- No bank of any discrepancy please inform the Competent Authority.

0005402069

**SHARE PURCHASE – CUM SHAREHOLDERS AGREEMENT
(SPSHA)**

DATED MAY 24, 2023

AMONGST

**Selling Shareholder No.1
Mr. Kishan Gohil
("Promoter")**

AND

**Selling Shareholder No.2
("MBEL")**

AND

**Mr. Varun Gajjar
("Acquirer"/ "Purchaser")**

AND

**Modtech Machines Private Limited
("Company")**

SANJAY MAJUMDAR & ASSOCIATES

**B-303, GCP Business Centre
Opp Memnagar Fire Station
Near Vijay Cross Roads.**

Navrangpura,

Ahmedabad-380 009

Tel: +91 (22) 26401701/03



CKG

CKG

Vij.

[Signature]

TABLE OF CONTENTS

1.	Definitions and Interpretation	5
2.	Share Capital, Sale and Purchase of Sales Shares	12
3.	Purchase Consideration of Sale Shares	14
4.	MBEL / Promoter Outstanding Amount	15
5.	Transfer Of Ownership / Ownership Rights of Plots of Land	16
6.	Certain Corporate Actions / Obligations of the Company / Promoter	18
7.	Closing And Closing Date Actions	20
8.	Board of Directors	23
9.	Management of the Company	27
10.	General Meetings of the Share Holders	30
11.	Intellectual Properties	32
12.	Transfers	33
13.	Financial Matters / Loans	39
14.	Non-Compete	43
15.	Representations & Warranties	46
16.	Termination	49
17.	Miscellaneous	50
SCHEDULE I.		54
Part A - Shareholding Pattern of the Company on the Execution Date		
Part B - Shareholding pattern of the Company as on the Closing Date		
SCHEDULE - II. Details of Old Outstanding Creditors		55
SCHEDULE – III. Fundamental Issues		56
SCHEDULE –IV - Form of Deed of Adherence		58
SCHEDULE -V – Additional Warranties		73



SHARE PURCHASE-CUM-SHAREHOLDERS AGREEMENT

This Share Purchase-Cum-Shareholders Agreement ("SPSHA/Agreement") is entered into on this 24th day of May 2023 by and between:



1. **Mr. Kishan Gohil**, adult, occupation: business, residing at 42-B Safal Vihan, Eklavya School Road, Sarkhej-Sanand Highway, Sanathal, Ahmedabad – 382 210, Gujarat, India (hereinafter referred to as the **"Selling Shareholder No.1"/"Promoter"**);
2. **M & B Engineering Limited**, a Company incorporated under the provisions of Indian Companies Act, 1956, having its registered office located at MB House, 51, Chandroda Society, Stadium Road, Ahmedabad 380 014, Gujarat, India (hereinafter referred to as the **"Selling Shareholder No.2"/"MBEL"**);
3. **Mr. Varun Gajjar**, adult, residing at 245/13/6, Satyagrah Chavni, Near Bhav Nirzar Temple, Satellite, Ahmedabad – 380015 (hereinafter referred to as the **"Acquirer"/"Purchaser"/"La Gajjar Group"**);

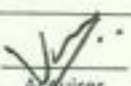
AND

4. **Modtech Machines Private Limited**, a company incorporated under the provisions of Companies Act, 1956 having its registered place of business located at Survey No. 396, Plot No. 73P, New Ahmedabad Industrial Estate, Sarkhej Bavla Highway, Moraiya (Dist Sanand), Ahmedabad, Gujarat 382213 (hereinafter referred to as **"the Company"/"Modtech"**).

(The Selling Shareholder No.1 and Selling Shareholder No.2 are collectively referred to as the **"Selling Shareholders"**.)

(Each of the party herein is individually referred to as the **"Party"** and collectively referred to as the **"Parties"**).



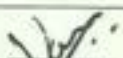
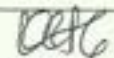
K  Promoter	M  MBEL	V  Acquirer	K  Company
--	--	--	---

WHEREAS

1. Modtech is a closely held private limited company engaged in the Business (defined hereinafter).
2. The Selling Shareholder No. 1 is the promoter of Modtech and has been involved in the management and day to day affairs of Modtech;
3. The Selling Shareholder No. 2 has acquired 51% stake in the equity share capital of the Company and has entered into a Joint Venture-cum-Shareholders Agreement dated May 18, 2021 with the Selling Shareholder No. 1 herein, inter alia, setting forth the terms and conditions governing the management of the affairs of Modtech and other related matters as agreed between themselves (hereinafter referred to as the "JVA")
4. The Acquirer has agreed to acquire the entire 51% stake in the Equity Share Capital held by Selling Shareholder No.2 in the Company and 25% stake in the equity share capital of the Company held by the Selling Shareholder No. 1 so as to effectively take over the management control of the Company; and the Selling Shareholders have agreed to sell their above respective stakes in the Company to the Acquirer, in accordance with and as set forth in this SPSHA;
5. The Parties herein desire to enter into this SPSHA so as to record their understanding in relation to proposed transaction of the Sale and Purchase of Shares between the Selling Shareholders and the Acquirer and also to record the respective rights and obligations relating to the governance of the Company post the closing of the transaction of Sale and Purchase, as a legally binding Definitive Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

ARTICLE I
DEFINITIONS



1.1 Defined Terms. When used herein, the following terms shall have the following meanings:

"Act" means the Companies Act, 2013 as amended or re-enacted from time to time.

"Acquirer Loan" shall mean all the conditions set out in Article 4.3.

"Acquirer Loan CPs" shall mean all the conditions set out in Article 7.5.

"Adjusted USL" shall mean the net USL outstanding after the initial USL payment at Closing, as set out in Article 4.3.1

"Affiliate" means:

(a) in relation to a Person, any other Person, who Controls, is Controlled by, or is under common Control with the first referred Person; and

(b) in the case of an individual, his / her Relatives, and any Person who is Controlled by such Relative.

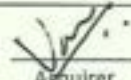
"Agreement" has the meaning set forth in the preamble.

"Board" or **"Board of Directors"** means the board of directors of the Company, as constituted from time to time subject to the terms hereof.

"Business" means the business of manufacturing and marketing Investment casting machines; end of the line automation equipment and systems/related equipments/machinery, and provision of related services.

"Business Day" means any day other than: (i) a Saturday or Sunday; or (ii) a day on which banks are required or authorized by Law to remain closed in Ahmedabad, and, in the context of a payment being made to, or from, a bank in a place other than in India, in such other place.

"Change of Control" means, occurrence of any of the following events with respect to any Person:

 Promoter	 ABEL	 Acquirer	 Company
---	---	---	--



- (a) the acquisition, directly or indirectly, by another Person (or group of Persons acting together) of Control other than solely as a result of a pro rata distribution (but excluding any subsequent transfer) of its shares to its shareholders; or
- (b) the sale or transfer (either in one transaction or a series of transactions) of all or substantially all of its assets to any other Person; or
- (c) its consolidation or merger with another Person or any other Person's consolidation with or merger into such Person other than pursuant to a transaction in which the shareholders immediately prior to such transaction, directly or indirectly, continue to Control the resultant/surviving entity.

"Closing" shall mean the successful consummation of the actions set out in Article 7.2.

"Closing Date" has the meaning assigned to the term in Article 7.1.

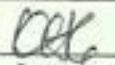
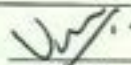
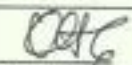
"Company" has the meaning set forth in the preamble.

"Competitor" means any Person (including Affiliates of such Person) who is engaged in activities that is the same as, or similar to, the Business.

"Control" or "Controlled" means, with respect to an entity, body corporate, or an association of persons, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting or economic interest of such entity, body corporate, or an association of persons, or the control over the composition of the board of directors / governing body (by whatever name called) of such entity, body corporate, or an association of persons, or the power to direct the management or policies of such entity, body corporate, or an association of persons, whether by operation of law, by contract, or otherwise.

"Deadlock" means a matter that has been submitted to the Acquirer and the Promoter with respect to a Fundamental Issue and no resolution has been reached by reason of a failure to receive the approval of both Acquirer and Promoter.

"Deed of Adherence" means a deed of adherence in the form set out in Schedule IV annexed hereto.

 Promoter	 INDEL	 Acquirer	 Company
---	--	---	--



"Director" means a director of the Company.

"Earn Out Amount" has the meaning assigned to the term in Article 9.3.2

"Earn Out Period" has the meaning assigned to the term in Article 9.3.2

"EBITDA" means Earnings before Interest, Taxation, Depreciation and Amortization.

"Eligible Third Party" means any Person who is not: (a) an Affiliate of a Party; or (b) a Competitor.

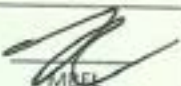
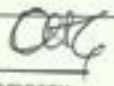
"Encumbrance" means (a) any mortgage, pledge, lien (including negative lien), charge (whether fixed or floating), pre-emptive right, hypothecation, assignment, deed of trust, title retention, right of set-off or counterclaim, security interest, security letter or arrangement of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person; (b) purchase or option agreement or arrangement, right of first refusal, right of first offer; (c) interest, option, or transfer restriction in favor of any Person; (d) any adverse claim as to title, possession or use; and (e) agreements to create or effect any of the foregoing.

"Equity Securities" means Shares, preference shares, debentures, bonds, warrants, rights, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to receive, subscribe for or purchase, Shares or any instrument or certificate representing a beneficial ownership interest in the Shares.

"FEMA" means the Foreign Exchange Management Act, 1999 as duly amended from time to time.

"FEMA Rules and Regulations" means the applicable Rules, Regulations, Notifications and Master Directions/Master Circulars issued under FEMA.

"Fully Diluted Basis" means the total of all classes and series of Equity Securities assuming the conversion of all such Equity Securities and other instruments, including all stock options issued or reserved for issuance under any stock option plan or scheme of the Company, and warrants, into Shares (whether converted or not into Shares in accordance with the provisions of applicable Law and the terms of issue of such convertible shares or other instruments).

 Promoter	 Acquirer	 Company
---	---	--

"Fundamental Issues" shall have the meaning set forth in Article 10.4(a).

"Governmental Authority" means the government of any nation or any province, state, or any other political subdivision thereof, any entity, authority, or body exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government, including any government body, agency, department, board, commission, or any political subdivision thereof, or of any other applicable jurisdiction, any court, tribunal and any securities exchange or body or authority regulating such securities exchange.

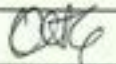
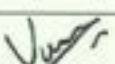
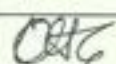
"Governmental Authorizations" means, collectively, all registrations, consents, authorizations, approvals, permits, licenses, clearances, waivers, exemptions, variances, from, or by, any Governmental Authority and amendments thereto.

"INR/Rs." means Indian rupees, the official currency of the Republic of India.

"Intellectual Property" means all: (a) patents, patent applications, and all reissues, continuations, continuations-in-part, divisionals, and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, slogans, domain names, formulation development relating to products already developed/under development; and all goodwill associated therewith, and all registrations, renewals and applications in connection therewith, (c) copyrights, works of authorship, and registrations, applications and renewals thereof, (d) know-how, trade secrets and all confidential or proprietary information, (e) rights of publicity, moral rights and rights of attribution and integrity, (f) computer programs, databases, compilations and data, and (g) rights to sue at law or in equity to the foregoing, and includes the right to recover and retain damages in relation to any past, present, and future infringement, misappropriation, impairment, or other violation of any of the foregoing, and, for avoidance of doubt, includes the right to recover and claim reasonable costs and expenses incurred towards the enforcement of any of the foregoing rights, whether registered or unregistered under any applicable Law.

"Independent Valuer" means an internationally recognized Person experienced in the valuation of businesses in the industry in which the Business is operated.

"Law" means any federal, state, local or foreign law, statute, ordinance, rule, guideline, regulation, order, writ, decree, judgment, or Governmental

 Promoter	 Acquirer	 Company	 Company
---	---	--	--

Authorizations issued, granted, promulgated, notified or brought in force by any Governmental Authority.

"Lock-In Period" has the meaning assigned to the terms in Article 12.1.

"Net Sales" shall mean gross sales (excluding all forms of taxes, duties, cess and levies) for which invoices have been issued by the Company, reduced by sales returns and credit notes.

"Net Sales Workings", shall have the meaning assigned to it under Article 9.3.2(c).

"Organizational Documents" means the memorandum of association and articles of association of the Company, as may be amended from time to time.

"Other Warranties" shall mean the warranties and representations covered in Section C of Schedule V of this Agreement.

"Person" means any natural person, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"Promoter Outstanding Amount" shall have the meaning assigned to the term in Article 4.2

"Purchase Consideration" means Selling Shareholder No. 1 Purchase Consideration and Selling Shareholder No. 2 Purchase Consideration as defined herein.

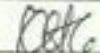
"RBI" means the Reserve Bank of India.

"Relative" has the meaning ascribed to such term by the Act.

"Sale Shares" mean the Selling Shareholder No.1 Sale Shares and Selling Shareholder No. 2 Sale Shares as defined herein.

Selling Shareholder No.1 Sale Shares shall mean 76,445 fully paid up equity shares of the Company held by the Selling Shareholder No.1.



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

Selling Shareholder No.2 Sale Shares mean 1,55,958 fully paid up equity shares of the Company held by the Selling Shareholder No.2.

Selling Shareholder No.1 Purchase Consideration means the Purchase Consideration payable by the Acquirer to the Selling Shareholder No.1 upon acquisition of Selling Shareholder No.1 Sale Shares as set forth in Article III of this Agreement.

Selling Shareholder No.2 Purchase Consideration shall mean the Purchase Consideration payable by the Acquirer to the Selling Shareholder No.2 on acquisition of the Selling Shareholder No.2 Sale Shares as set forth in Article 3.3 of this Agreement.

"Shareholder" means a Person holding Equity Securities whose name is entered in the registers and books of the Company.

"Shares" means the equity shares of the Company each with a face value of INR 100 (Hundred).

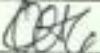
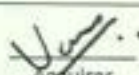
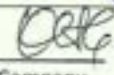
"Statutory Auditors" shall mean the Statutory Auditor of the Company.

"Tax" means any form of taxation (including deferred taxation), duty, levy, charge, cess, including without limitation income tax, withholding tax, tax collected at source, buy back tax, dividend distribution tax, capital gains tax, goods and service tax, stamp duty, sales tax, custom duty, octroi, equalization levy, social security or national insurance or other similar contributions, whether created or imposed by any governmental, state, federal, local, municipal or other body and any related penalty, interest, surcharge, fine, or stamp duty cost;

"Tax Warranties" shall mean the warranties and representations covered in Section B of Schedule V of this Agreement.

"Title Warranties" shall mean the warranties and representations covered in Section A of Schedule V of this Agreement.



 Promoter	 MBFL	 Acquirer	 Company
---	---	---	--

"Transfer" means, in respect of any Equity Securities or any interest in such Equity Securities, any direct or indirect sale, conveyance, assignment, transfer, pledge, hypothecation, mortgage, gift, exchange, contribution or any other disposition or encumbrance whatsoever of such Equity Securities, including the grant of an option or other right, whether voluntarily, involuntarily or by operation of Law.

"USL" shall have the meaning set forth in Article 4.1.

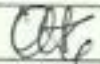
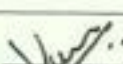
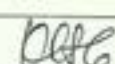
1.2 Rules of Construction. Whenever used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders.

The name assigned to this Agreement and the Section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof.

Unless otherwise specified, the terms "hereof," "herein" and similar terms refer to this Agreement as a whole, as amended from time to time (including the schedules and exhibits hereto), and references herein to Sections refer to Sections of this Agreement, as amended from time to time. For the purpose of this Agreement, a Shareholder together with its Affiliates and designees shall be considered as one party and shall be entitled to exercise their rights as 1 (one) single block and not as individual shareholders.

Each Shareholder shall be responsible for ensuring compliance by its Affiliates and designees with the terms of this Agreement. Any references to a Shareholder by name shall (unless the context otherwise requires) be construed as including a reference also to such Shareholder's Affiliates and designees that hold any Shares and to any Person to whom such Shareholder validly Transfers its Shares in accordance with, and in compliance with, the terms of this Agreement.



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

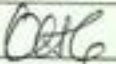
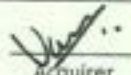
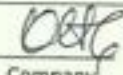
ARTICLE II**SHARE CAPITAL, SALE AND PURCHASE OF SALE SHARES**

- 2.1 The Issued, subscribed and paid-up share capital immediately prior to the Closing Date is as per **Schedule-1 PART A-** forming part of this Agreement.

Subject to the terms and conditions of this Agreement (including satisfaction of the Conditions) and on the basis of the representations, warranties, covenants and undertakings of the Promoter and the Sellers contained in this Agreement, the Selling Shareholder No. 1 shall sell, on the Closing Date, the Selling Shareholder No. 1 Sale Shares to the Acquirer herein which represents 25% (twenty five percent) of the share capital of the Company on a fully diluted basis, free from any and all third party rights and together with all rights, title, interest and benefits appertaining thereto, at a consideration equal to the Purchase Consideration, to be paid to the Selling Shareholder No. 1 by the Purchaser in the manner as set out in Article 3 below.

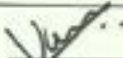
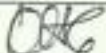
Subject to the terms and conditions of this Agreement (including satisfaction of the Conditions) and on the basis of the representations, warranties, covenants and undertakings of the Promoter and the Sellers contained in this Agreement, the Selling Shareholder No. 2 shall sell, on the Closing Date, the Selling Shareholder No. 2 Sale Shares to the acquirer herein which represents 51% (fifty one percent) of the share capital of the Company on a fully diluted basis, which represents, in aggregate, 51% (Fifty one per cent.) of the share capital of the Company on a fully diluted basis, free from any and all third party rights and together with all rights, title, interest and benefits appertaining thereto, at a consideration equal to the Purchase Consideration, to be paid to the Selling Shareholder No 2 by the Purchaser in the manner as set out in **Article 3** below.

- 2.2 Where the Purchaser is to purchase the Sale Shares pursuant to this Agreement, the Purchaser may nominate one or more of its Affiliates to purchase any or all of such Sale Shares and in such case, the provisions of this Agreement shall be construed accordingly and references to the Purchaser shall include such Affiliates.
- 2.3 The shareholding of the Company on completion of Closing on the Closing Date pursuant to Purchase of the Sale Shares will be as provided herein in **Part B of SCHEDULE I.**

 Promoter	 Seller	 Acquirer	 Company
---	---	---	--

- 2.4 Encumbrances. The Shares, when Acquired by the Acquirer shall be free and clear of all Encumbrances and shall be fully paid.
- 2.5 Share Capital. Each Share will entitle its holder to rights and privileges, as set forth in the Organizational Documents and this Agreement.

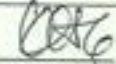
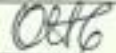


 Promoter	 Acquirer	 Company	 Company
---	---	--	--

ARTICLE III**PURCHASE CONSIDERATION OF SALE SHARES**

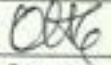
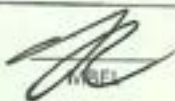
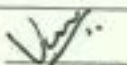
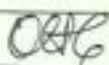
- 3.1 The Purchase Consideration payable by the Purchaser to the Sellers for the Sale Shares shall be determined in accordance with this Article 3.
- 3.2 The Selling Shareholder No. 1 Purchase Consideration shall be arrived at by multiplying the Selling Shareholder No. 1 Sale Shares being 76,445 equity shares with the agreed price of Rs. 259/- per equity share which comes to Rs.1,97,99,255/- (Rupees One Crore Ninety Seven Lakh Ninety Nine Thousand Two Hundred and Fifty Five only).
- 3.3 The Selling Shareholder No. 2 Purchase Consideration shall be arrived at by multiplying the Selling Shareholder No. 2 Sale Shares being 1,55,958 equity shares with the agreed price of Rs. 259/- per equity share which comes to Rs.4,03,93,122/- (Rupees Four Crores Three Lakh Ninety Three Thousand One Hundred and Twenty Two only).



 Promoter	 Acquirer	 Company	 Company
---	---	--	--

ARTICLE IVMBEL/PROMOTER OUTSTANDING AMOUNT:

- 4.1 MBEL has given unsecured loans to the Company whose agreed outstanding as on the date of this Agreement is Rs. 7,65,49,105/- (Rupees Seven Crore Sixty Five Lacs Forty Nine Thousand One Hundred Five only) (hereinafter referred to as "USL").
- 4.2 The Promoter has also given unsecured loans to the Company whose agreed outstanding as on the date of this Agreement is Rs. 47,12,551/- (Rupees Forty Seven Lacs Twelve Thousand Five Hundred Fifty One only) (hereinafter referred to as "Promoter Outstanding Amount").
- 4.3 The Parties have agreed that the USL and the Promoter Outstanding Amount shall be repaid to MBEL and the Promoter, respectively, by infusion of a loan by the Acquirer into the Company of an amount of Rs. 8,12,61,656/- (Rupees Eight Crore Twelve Lakh Sixty One Thousand Six Hundred And Fifty Six Only) (subject to the adjustments mentioned in Article 4.5) in the following manner ("Acquirer Loan"):
- 4.3.1 The Acquirer has agreed to infuse part of the Acquirer Loan amounting to Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakh Only) at the time of Closing of this Agreement, to be utilised by the Company for repaying part of the USL equivalent to Rs. 1,20,00,000/- The net outstanding USL of MBEL remaining unpaid after the part payment of MBEL USL as per this Article (being an amount of Rs. 6,45,49,105/-) shall be referred to as "Adjusted USL" and shall be paid in accordance with Article 4.3.2 below.
- 4.3.2 Subject to the fulfilment of the Acquirer Loan CPs within a period of within 90 days from the Closing Date, or within such extended period as the parties may mutually agree in this behalf the Acquirer agrees to infuse the balance amount of the Acquirer Loan into the Company (i.e. the Acquirer Loan less the amount of Rs. 1,20,00,000/- infused under Article 4.3.1 above, subject to the adjustment under Article 4.5), to be utilised by the Company for repayment of (i) the Adjusted USL to MBEL, and (ii) the Promoter Outstanding Amount to the Promoter. For this purpose, the Acquirer, on Closing Date, shall issue post-dated cheques (PDCs) in favour of the Company and the Company will handover the corresponding Post Dated Cheques to MBEL and Promoter, as a security for the proposed payment and the said Post dated cheques of the Acquirer and the

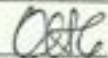
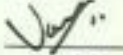
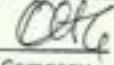
 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

Company shall be handed over to Mr. Sanjay Majmudar, to be held in escrow by him, in his capacity as an independent third party. It is agreed that when the Adjusted USL (less adjustments, if any, pursuant to Article 4.5) is repaid by the Company, the said PDCs shall be returned by Mr. Sanjay Majmudar to the Acquirer.

4.4 The Acquirer Loan shall be an interest bearing loan given by the Acquirer to the Company and the interest rate and the other terms thereof shall be agreed between the Acquirer and the Company, subject to applicable Law.

4.5 In the event the Sellers and/or the Company (as applicable) fail to fulfil the Acquirer Loan CP number 7.5.2 within 90 days from the Closing Date, or within such extended period as the parties may mutually agree in this behalf, the Acquirer shall be entitled to reduce the impact of the same from the Acquirer Loan ("impacted reduction") as set out in Article 7.6 below and pay only such reduced Acquirer Loan to the Company. Acquirer will reduce the amount of "impacted reduction" proportionately from USL and Promoter Outstanding in proportion of their current shareholding of 51% : 49 % as set out in **Schedule-1 PART A**. Correspondingly the Company shall repay the Adjusted USL to MBEL and Promoters Outstanding as reduced by impacted reduction. The balance amount of the USL and Promoter Outstanding so adjusted shall be written back and the MBEL/Promoter shall not be entitled to make any claims for the same against the Company or the Acquirer.



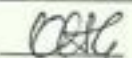
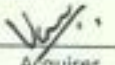
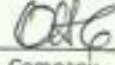
 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

ARTICLE V**TRANSFER OF OWNERSHIP/OWNERSHIP RIGHTS OF PLOTS OF LAND**

- 5.1 The Company's existing factory is located on the plots of land as per the details given below:

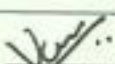
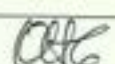
S.N.	Plot No. / Survey No.*	Owner*	Area*
1.	Plot No. 73/P, 74/P – Survey No. 396, P2, New Ahmedabad Industrial Estate, Moraiya, Ahmedabad	The Company	1098 sq. yds
2.	Plot No. 73/P – Survey No. 396, P2P, New Ahmedabad Industrial Estate, Moraiya, Ahmedabad	The Company	602 sq. yds
3.	Kabja Karar for land adjacent to Plot No.74.	Shri Kishansinh Gohil, Promoter.	1462.50 sq. yds

- 5.2 The Parties acknowledge that the Plots of land mentioned at Sr. No. 1 & 2 of the above table, which were earlier standing in the name of the Promoter have been since then effectively transferred and conveyed by way of duly executed registered sale deeds by the Promoter in the name of the Company so that as on the date of this Agreement the Company has the legal ownership and valid title to the said Plots of land. The Parties further acknowledge that the payment made by the Company of Rs. 28,42,000 to the Promoter in respect of the consideration payable towards the transfer of the said plots of Land has been transferred in the form of a non-refundable interest free loan of Rs. 28,42,000 in the books of accounts of the Company. It is further agreed between the Promoter and the Acquirer that this loan shall be repaid/adjusted against the exit consideration payable to the Promoter as per Article 12.5.1 of this Agreement or in any other manner the Promoter and the Acquirer may mutually decide for the same.

 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

- 5.3 In as much as the land mentioned at Sr. No. 3 in the above table, the Promoter has executed two "Possession Agreement/Kabja Karar" dated 7-6-2011 & 21-12-2011 qua which the possession rights of the said Plot of land are held by the Promoter. It is agreed between the Parties that the possession rights in respect of the said Plot of land mentioned at Sr. No. 3 in the above Table shall be transferred by the Promoter in the name of the Company by execution of a Fresh "Possession Agreement/Kabja Karar" between the Promoter and the Company; or in any other manner which is permissible in this behalf; within a period of 30 days from the Closing Date.



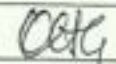
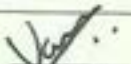
 Promoter	 Acquirer	 Company	 Promoter
---	---	--	---

ARTICLE VI**CERTAIN CORPORATE ACTIONS/OBLIGATIONS OF THE COMPANY/PROMOTER****6.1 Rajorda Land Advance:**

The Company had agreed to acquire certain parcels of land located B/h. Girls High School, Near Om Logistic, Rajorda, Taluka Bavla, Dist. Ahmedabad (hereinafter referred to as "Rajorda Land") and accordingly had advanced certain sums of money to the sellers of the said land. However, the Company and the Promoter has Represented that the said transaction of purchase has not fructified and the Company decided to exit from the said transaction by transferring its rights as a Confirming Party in favour of a new buyer against the refund of the advance moneys paid by the Company for the same. As on the date of this Agreement the amount receivable by the Company under this head stood at Rs. 1,50,00,000 (Rupees One Crore Fifty Lakh only). The Promoter agrees and confirms that the said receivable amount will be recovered/received by the Company within a period of 90 days from the date of closing or within such extended date as the Purchaser may agree in this behalf. It is further agreed that as and when the Company is required to execute any legal agreement or sale deed in its capacity as a Confirming Party in respect of the said Rajorda land, any cost that may be required to be incurred in this behalf including stamp duty or other legal expenses shall be borne by the new purchaser of the said land and the Company will not be liable to bear any such costs in respect of such stamp duty/legal expenses, etc.

6.2 Settlement of Old Creditors:

6.2.1 As on the date of this Agreement, the amount payable by the Company to the old creditors being parties who have supplied goods or services to the Company which are outstanding for a period of more than 90 days from the date of supply of such goods/services to the Company stood at Rs. 3,60,27,648/- (Rupees Three Crores Sixty Lacs Twenty Seven Thousand Six Hundred Forty Eight only), whose details are given in Schedule-II forming part of this Agreement (hereinafter referred to as "Old Creditors' Outstanding"). It is agreed that such old creditors' outstanding amount shall be settled and paid by the Company in consultation with the Purchaser within a period of 45 days from the Closing Date. For this purpose, the required funds for the payment of the settlement amount of such old creditors shall be infused in the form of fresh inter corporate deposits/unsecured loans by the Purchaser/its Affiliates in the Company.

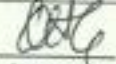
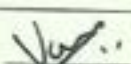
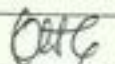
 Promoter	 Acquirer	 Company
---	---	--

6.2.2 The above referred list of old creditors attached as Schedule-II includes an amount of Rs.200 lacs (Rupees two hundred lacs only) due to one Wipro Enterprises Private Limited ("Wipro") with whom the Company has executed a Memorandum of Settlement ("MOS") dated 01.08.2022 wherein the Company agreed to pay a sum of Rs.2.50 crores (Rupees two crores fifty lacs only) in instalments to Wipro as per the following schedule:

Sr. No.	Amount (Rs.)	Date
1.	25,00,000/-	15.09.2022
2.	25,00,000/-	15.10.2022
3.	25,00,000/-	15.11.2022
4.	25,00,000/-	01.01.2023
5.	50,00,000/-	01.04.2023
6.	50,00,000/-	01.06.2023
7.	50,00,000/-	01.08.2023
Total	2.50,00,000/-	



The Company has already paid the first two instalments dated 15.09.2022 and 15.10.2022 aggregating to Rs.50,00,000/- (Rupees fifty lacs only). However, the Company has not paid the instalments No. 3, 4 & 5 which have fallen due which makes the overdue payment to the said Wipro to the extent of Rs.1,00,00,000/- (Rupees one crore only) as on the date of this Agreement. Further, with respect to the instalments due on 15.11.2022 and 01.01.2023 post-dated cheques were issued to Wipro which have been returned dishonoured due to the "Stop Payment" instruction given by the Company to the bank. Aggrieved by this, Wipro has filed a suit u/s 138 of the Negotiable Instruments Act, 1888 for dishonour of the cheques in the competent court and the Company and the promoter have each received summons dated 02.02.2023 from the said court. It is agreed between the parties that as a part of the settlement process with old creditors, as per Article 6.2.1, the Company will forthwith honour the terms as per the MOS executed with Wipro and will arrange, through Company's lawyers, to remit the overdue instalment of Rs.100 lacs covering the instalments fallen due up to 01.04.2023 to Wipro. Alternatively, the Company may pay full amount of Rs 200 Lacs immediately post closing, as per the mutual agreement between parties. It is further agreed that, for this purpose the Purchaser will make arrangement for remitting the required funds in the Company in the form of unsecured loans as contemplated in Article 6.2.1 above. It is also further agreed that the Company

 Promoter	 BEL	 Acquirer	 Company
---	--	---	--

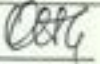
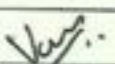
will honour the subsequent instalments dated 01.06.2023 and 01.08.2023 as and when they fall due.

6.2.3 The above referred schedule-II also includes an amount of Rs. 20,47,082/- (Rupees twenty lacs forty seven thousand eighty two only) due to one Simurg Traders Private Limited who are running the business of travel agency in the name of Unicorn Travels ("Unicorn") (book outstanding Rs. 26,87,456/-). The directors of the above referred Company Simurg Traders Private Limited have filed a commercial civil suit No. 85/2023 against the Company and all its current directors for recovery of an amount of Rs.20,47,082/- (Rupees twenty lacs forty seven thousand eighty two only) under the Commercial Courts Act, 2015 seeking payment of the said alleged due amount along with interest @ 18% per annum. It is specifically agreed by the parties that as a part of the settlement process contemplated as per Article 6.2.1 herein, the Promoter will approach the said party Unicorn and will initiate the process of settlement with the said party in accordance with and as per the advice received in this behalf from the lawyers of the Company. It is also further agreed that as and when the final settlement process is concluded through mediation as a part of the civil suit proceedings, the Company will make the required payment at that point in time either from its own resources or from the additional funds to be infused for this purpose by the Purchaser, if considered necessary.

- 6.3 **Outstanding Export Receivables:** The Company has been exporting its products mainly through one Mayo Engineering Limited, UK (which includes their affiliate company, Mayo Machine Limited UK) ("Mayo Engineering") and certain other parties. The Selling Shareholders hereby represent that as on the date of this Agreement the overdue export receivables against such exports to Mayo Engineering has been determined at Rs. 2,17,87,180/- (Rupees two crores Seventeen lacs eighty Seven thousand One hundred only) after adjusting the advances received from the said party Mayo Engineering, and making certain other credit adjustments whose details are contained in **Schedule-III**, forming part of this Agreement (hereinafter referred to as "**Net Mayo Outstanding**"). Further, as on the date of this Agreement a sum of Rs.14,14,620/- (Rupees fourteen lacs fourteen thousand six hundred twenty only) in the nature of an overdue export receivable amount is also due from one Fishfa Rubbers Limited; ("**Fishfa**") (hereinafter referred to as "**Net Fishfa Outstanding**").

- 6.3.1 It is agreed that the Company, the Promoter and the Purchaser will collectively make attempts to negotiate with Mayo Engineering for recovery of the Net Mayo



 Promoter	 MBFL	 Acquirer	 Company
---	---	---	--

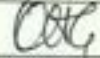
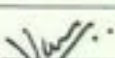
Outstanding receivable amount through mutual consultation process and/or by resorting to legal route as may be regarded as necessary in this behalf and the Selling Shareholder No. 2 will give necessary help and support for the same.

6.3.2 It is further agreed that the Company and the promoter in consultation with the Acquirer will take an appropriate call about write off of the Net Mayo Outstanding amount and the Net Fishfa Outstanding amount to the extent the same is considered to be not recoverable after following the prescribed procedure in this behalf in accordance with the FEMA Rules and Regulations and also the RBI directions/guidelines as may be applicable for the said write off.

6.3.3 The Company has not fully complied with the procedural formalities required as per the FEMA Rules and Regulations and also as per the RBI guidelines/ directions for reporting of the delay in realising the export receivables within the stipulated period prescribed in this behalf. It is agreed that the Company and the Promoter will ensure that all the required formalities in this behalf shall be complied with by the Company by making necessary applications with the Authorised Dealer Bank/RBI as may be applicable including the application for compounding of offences, if regarded as necessary, to be made with the RBI to ensure that the legal requirements in this behalf are duly complied with by the Company. It is further agreed that while making the required applications as per this Article, the Company will also ensure that the fact of the adjustment of export advances received from Mayo Engineering against the export receivables of Mayo Engineering proposed to be made by the Company are specifically covered/reported to ensure that the Company is in compliance with the relevant FEMA Regulations in this behalf.

6.4 Reporting requirements in respect of overseas subsidiaries:

6.4.1 There has been some delays on part of the Company in filing the Annual reports in Form FLA (Foreign Liabilities and Assets) and Form APR (Annual Performance Report) in respect of the foreign subsidiaries of the Company viz. Modtech USA Inc., and Modtech World UK Ltd., as per the applicable FEMA Regulations. It is agreed that the Company will file the required forms APR and FLA in respect of the above foreign subsidiaries after paying the Late Submission Fee (LSF) which may be payable in accordance with the applicable FEMA Regulations/RBI directions/guidelines; within a period of 30 days from the date of execution of this Agreement.

 Promoter	 Acquirer	 Company
---	---	--



ARTICLE VII
CLOSING AND CLOSING DATE ACTIONS

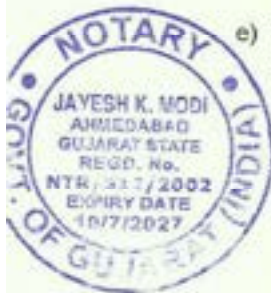
7.1 Closing Date

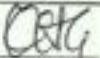
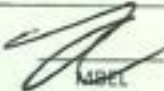
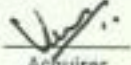
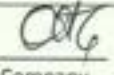
The Parties herein will agree to consummate and complete the transaction of sale and purchase of the Sale Shares as contemplated in Article II on the date of execution of this Agreement (hereinafter referred to as the "Closing Date").

7.2 Closing Date Actions:

On the Closing Date all the following actions shall be undertaken simultaneously;

- a) The Purchaser shall remit to the relevant bank accounts of the Selling Shareholder No. 1 and Selling Shareholder No. 2 the respective Purchase Consideration payable for the purchase of the respective Sale Shares, as indicated in Article III of this Agreement.
- b) The Selling Shareholders shall handover the original share certificates relating to the Sale Shares along with duly stamped, executed and witnessed share transfer forms to the Purchaser so as to enable the Purchaser to get the Sale Shares transferred in favour of the Purchaser and the Company shall ensure that the Sale Shares are duly transferred in the relevant records/registers of the Company in favour of the Purchaser after following the prescribed procedures in this behalf. The Company shall endorse the relevant share certificates representing the Sale Shares to the Purchaser.
- c) Acquirer will make payment of Rs. 1,20,00,000/- to MBEL as per Article 4.3.1.towards part re-payment of USL.
- d) Acquirer and the Company will handover the PDCs to Mr. Sanjay Majmudar to be held in escrow as per Article 4.3.2 above.
- e) The Selling Shareholders shall handover the resignation letters (each effective on the Closing Date) of Chirag Patel, Malav Patel, Aditya Patel and Astha Sinh Gohil from their office as directors of the Company, with their acknowledgement that they have no claim for loss of office, professional fees or otherwise.



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

- f) A meeting of the Board of Directors of the Company shall be convened by the Company on the Closing Date where, inter alia, the following businesses shall be transacted:
- i) Approval for transfer of the Sale Shares in the name of the Purchasers/their Affiliates
 - ii) Updating the statutory registers of the Company to record the name of the Purchaser as the legal and beneficial owner of the Sale Shares.
 - iii) Acceptance of the resignation of the Directors appointed by Selling Shareholder No. 2 and resignation of one of the representative Directors appointed by Selling Shareholder No. 1 as per **Article 8.1(b)**.
 - iv) Changing the designation of the Managing Director, Mr. Kishan Singh Gohil, to 'executive director'.
 - v) Appointment of the Designee Directors representing the Purchasers on the Board of the Company, as per **Article 8.1(a)**.
 - vi) Change in the authorized signatories for the purpose of operations of the bank accounts.
 - vii) To authorise the filing of requisite forms/returns with the Registrar of Companies.
 - viii) Any other incidental/consequential business necessary to effectively implement and give effect to the provisions of this SPSHA.

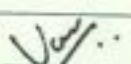


7.3 Incorporation in Organizational Documents:

The Company shall incorporate, and the Promoter shall ensure such incorporation of, all the rights and obligations of the Parties, as contained in this Agreement, in the Organizational Documents.

7.4 Conditions Subsequent to Closing:

The Parties agree that the following conditions as set forth in this **Article 7.4** shall be regarded as Conditions Subsequent to Closing ("Conditions Subsequent"/ "CS"), which are required to be satisfied/complied with by the respective Parties, as under:

 Promoter	 MBCL	 Acquirer	 Company
---	---	---	--

7.4.1 Settlement/write off of the outstanding export receivables by the Company and the Promoter as mentioned in Article 6.3.1 and 6.3.2 of this Agreement.

7.4.2 The charge of the bank on the collateral securities being the personal properties owned by the Promoter to be removed within a period of 90 days from the date of closing by the Acquirer by offering of fresh securities/ corporate guarantee of the Acquirer group to the bank, as mentioned in **Article 13.7.2** of this Agreement.

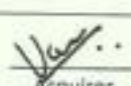
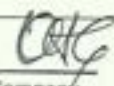
7.4.3 The Promoter shall ensure that the Company shall, within 90 days from the date of this Agreement, or within such extended period as the Promoter and the Acquirer may agree mutually, receive Rs. 1,50,00,000 (Rupees One Crore Fifty Lakh only) from buyer in connection with Rajoda land and provide copy of extract of bank statement evidencing such receipt along with copy of tripartite agreement / sale deed executed by the Company in connection with Rajoda land to the Acquirer.

7.4.4 In the event the Company fails to fulfil the CS mentioned in Article 7.4.3 above within the time period provided in such Article 7.4.3, or in the event there is any shortfall in the receipt of the said amount by the company, (hereinafter collectively referred to as "the shortfall"), the said Shortfall shall be adjusted against the payment of the Earn Out Amount payable by the company to the promoter as per Article 9.3.2.

7.4.5 The Company shall, immediately upon the receipt of Rs. 1,50,00,000 (Rupees One Crore Fifty Lakhs only) as per Article 7.4.3, pay the outstanding payables of Rs. 20,00,000 (Rupees Twenty Lakh only) to Zuci Overseas Private Limited and Rs. 25,00,000 (Rupees Twenty Five Lakh only) to BPS Mineral Exports Private Limited), obtain no-due certificates from both and provide copy of extract of bank statements evidencing such payments and copy of both non-due certificates to the Acquirer.

7.4.6 The Possession Agreement/Kabja Karar of the Plot of Land to be effectively transferred in the name of the Company by execution of a fresh Possession Agreement/Kabja Karar within a period of 30 days from the Closing Date, as mentioned in **Article 5.3** of this Agreement.

7.4.7 The name of "Modtech Automation Pvt. Ltd." shall undergo a change to such other name which do not contain the term "Modtech".

 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

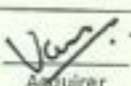
- 7.4.8 The Company shall pay the outstanding payable to Simurg Traders Private Limited as mentioned in Article 6.2.3 of this Agreement, obtain no-due certificate and also furnish evidence of withdrawal of all legal proceedings filed by Simrug Traders Private Limited against the Company.

7.5 Conditions Precedent to Payment of Acquirer Loan:

The Parties agree that the payment of the Acquirer Loan shall be conditional upon the fulfilment of the following conditions as set forth in this Article 7.5 ("Acquirer Loan CPs"), which are required to be satisfied/complied with by the Company and the Sellers.

- 7.5.1 Compliance of the procedural formalities in relation to the delay in realisation of export receivables and to make the required application for compounding of the offences as may be necessary in this behalf to be made with RBI as stipulated in Article 6.3.3 of this Agreement.
- 7.5.2 The Company shall pay the outstanding payable to Wipro as mentioned in Article 6.2.2 of this Agreement, obtain no-due certificate and also furnish evidence of withdrawal of all legal proceedings filed by Wipro against the Company.
- 7.5.3 The respective Sellers shall provide certificate for the purpose of section 281 of the Income Tax Act, 1961 obtained from a reputed chartered accountant firm or law firm and provide copy of such certificate to the Acquirer, and the non submission of the said certificate shall only be treated as a non fulfilment of this condition with respect to the said defaulting seller..
- 7.5.4 Upon infusion of the additional funds required in this behalf by the Acquirer as per Article 6.2.1, the Company shall pay/write back the other Old Creditors' outstanding as mentioned in Article 6.2.1 of this Agreement, as per the mutual understanding between the parties, and obtain no-due certificate from each creditor whose outstanding dues are fully paid.
- 7.6. In the event the Purchaser fails to fulfil the Acquirer Loan CP numbered 7.5.2 on or prior to the expiry of 90 days from the Closing Date, or within such extended period as the parties may mutually agree in this behalf, the Acquirer shall, unless waived, be entitled to reduce the impact of the same from the Acquirer Loan, to be determined by the Parties as per the Mutual Understanding in this behalf.

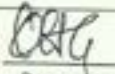
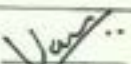
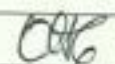


 Promoter	 MBEI	 Acquirer	 Company
---	---	---	--

ARTICLE VIII
BOARD OF DIRECTORS

8.1 Number and Appointment of Directors:

- (a) On the Closing Date (upon completion of the sale of the Sale Shares), the Board of Directors shall be reconstituted to consist of 4 (four) Directors as per the composition set out in Article 8.1(b) below. Acquirer shall, at all times, have the right to nominate up to 3 (three) Directors (the "**Acquirer Designees**") and the Promoter shall have the right to nominate 1 (one) Director (the "**Promoter Designees**").
- (b) In order to reflect the constitution of the Board as set out in Article 8.1 (a) above, MBEL Designee Directors viz. Shri Chirag Patel, Shri Malav Patel and Shri Aditya Patel will resign from the Directorship of the Company On the Closing Date. Similarly, on the Closing Date, one of the Promoter Designee Director Ms. Astha Gohil will also resign from the Directorship of the Company and simultaneously on the Closing Date the Acquirer will appoint three additional directors, Mr. Udayan Laljibhai Gajjar, Mr. Dilipkumar Vijaykumar Thakkar and Mr. Varun Gajjar as Acquirer's Designees on the Board of Directors of the Company so that as on the date of closing the total Board strength and composition will be as set forth in Article 8.1(a) above.
- (c) It is agreed that the Promoter Mr. Kishansinh Gohil will continue to be fully involved in the operations of the Company as the an executive Director/Whole Time Director of the Company for a minimum period of 5 years from the Closing Date or for such further periods as the Parties may mutually agree in this behalf. The Promoter will be paid remuneration and will also be entitled to receive additional remuneration by way of an Earn Out Structure as set forth in Article 9.3 of this Agreement.
- (d) To the fullest extent permitted by Law, the Shareholders shall, at all times, procure that they exercise their respective voting rights at Board and/or shareholders' meeting to appoint each other's Shareholder Designees to the Board, in each case, in accordance with the Organizational Documents and with this Agreement.
- (e) Subject to applicable Law, the Directors shall not be required to retire by rotation.

 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

8.2 **Committees of the Board of Directors.** The representation of the Acquirer and the Promoter on any committee of the Board shall be in the same proportion as on the Board.

8.3 **Removal of Directors.**

- (a) Acquirer shall have the right to remove any Acquirer Designee and to appoint another Director in its place.
- (b) Subject to the provisions of Article 8.1(c), the Promoter shall have the right to remove Promoter Designee and to appoint another Director in his place.
- (c) Each of Promoter and Acquirer shall cooperate with the other in order to give effect to the removal and replacement of the Acquirer Designee as Director by Acquirer and the Promoter Designee as Director by the Promoter.
- (d) The office of a Director shall be vacated at any time if such Director is disqualified from serving as a Director under any provision of the Act or any Transaction Document.

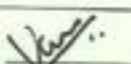
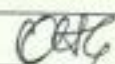
8.4 **Qualification Shares.** The Directors shall not be required to hold any Shares.

8.5 **Vacancies.** In the event of a vacancy arising from the resignation of a Shareholder Designee or the office of a Shareholder Designee becoming vacant for any reason (a "Vacant Office"), the Party who had appointed the Shareholder Designee formerly in such Vacant Office shall be entitled to designate another Director to fill such Vacant Office.

8.6 **Expense Reimbursement.** The Company shall reimburse each Director for all reasonable expenses that may be incurred by such Director to attend the meetings of the Board. It is hereby clarified that the Directors (except the Promoter in his capacity as the executive director) will not be entitled to receive any additional remuneration (like salary or sitting fees) from the Company.

8.7 **Meetings of the Board of Directors.**

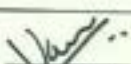
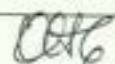
- (a) **Regular Meetings.** The Board shall meet as frequently as it deems appropriate, but no less than 4 (four) times per financial year. Meetings of

 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

the Board shall be held at any place within India as may be mutually agreed to by Acquirer and the Promoter. Subject to applicable Law, the Directors may participate in Board and committee meetings from time to time by video conference, audio conference or other electronic conference facility.

- (b) Notice of Meeting. Written notice (including through electronic means) of a meeting shall be delivered to each of the Directors at [least 7 (seven) calendar days prior to the date of such meeting, unless agreed otherwise. A meeting of the Board may be called by shorter notice with the prior written consent of all the Directors. Every such notice shall contain an agenda with sufficient detail of the business to be transacted at the meeting, with all necessary accompanying documents, and, other than in the case of an emergency, no item shall be transacted at any such meeting of the Board unless the same has been stated in full and in sufficient detail in the notice of such meeting and has been sent to the Directors at least 5 (five) calendar days prior to the proposed meeting date; provided, however, that with the prior written consent of at least 1 (one) Acquirer Designee and Promoter Designees, any item or business except for a Fundamental Issue, not included in the agenda, or not sent 5 (five) calendar days prior to such meeting, may be transacted at the meeting.
- (c) Chairman: Acquirer shall have the right to nominate the Chairperson of the Board. The chairman of the Board shall preside at the Board meeting and shall perform such other duties as may be assigned to him or her by the Board of Directors.

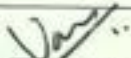
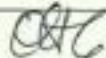
- 8.8 Quorum. At least 1 (one) of the Acquirer Designees shall be required to constitute valid quorum for a valid Board Meeting. The quorum must be present at the beginning of, and throughout, the meeting. If a valid quorum is not present within 1 (one) hour from the time appointed for the Board meeting, the meeting shall be adjourned in accordance with the provisions of the Act. For avoidance of doubt, it is clarified that the provisions in respect of quorum, as set out in this Article 8.8 shall apply to every such adjourned meeting convened in accordance with the Act.

 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

8.9 Board Action.

- (a) Subject to Article 10.4, actions and/ or decisions of the Board shall be undertaken by way of a simple majority.
- (b) To the fullest extent permitted by Law, a resolution of the Board of Directors or of a committee thereof may be passed by circulation; provided that the resolution has been circulated in draft, together with the necessary papers, if any, to all of the Directors, or to all of the members of the committee, as applicable.



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

ARTICLE IX
MANAGEMENT OF THE COMPANY



9.1 Role of the Acquirer:

It is agreed and understood that the Acquirer will take active part in the management of the affairs of the Company jointly with the Promoter. For this purpose, the Acquirer and the Promoter will agree to the respective roles and responsibilities in the Company. The Acquirer shall be entitled to nominate the Chairman and/or Managing Director of the Company from and amongst the Acquirer's Designees.

9.2 Promoter's Role as the Promoter as an Executive Director: The Promoter shall be responsible for the day-to-day operations of the Company and shall be functioning under the supervision of the Board and shall report to the Board in accordance with applicable Laws.

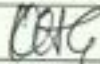
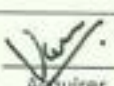
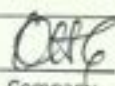
9.3 Remuneration of the Promoter:

9.3.1 The Promoter shall be paid monthly remuneration of Rs.4,00,000/- (Rupees four lacs) (less applicable TDS) per month by the Company commencing immediately from the month succeeding the month in which the Closing Date falls. This remuneration shall be reviewed after a period of one year from the Date of Closing. The Promoter will also be entitled to get other perquisites and benefits including the use of Company's car, reimbursement of petrol expenses/ running and maintenance of expenses of the car and such other perquisites and benefits to which the Promoter is entitled to which are customary for the role played by Promoter in the Company.

9.3.2 One Time Additional Remuneration Structure for the Promoter:

It has been agreed that the Promoter shall be paid by the Company a one-time additional remuneration ("**Earn Out Amount**") arrived at as set forth herein:

- a) The earn out period is presently agreed as period of 12 months commencing from July 1, 2023 and ending on June 30, 2024 ("**Earn Out Period**"). The Acquirer and the Promoter may also mutually change the Earn Out Period in case of happening of any unforeseen events or circumstances which are in the nature of *force majeure* (events like geopolitical tensions/out break up of Covid pandemic/War, etc.).

 Promoter	 MBET	 Acquirer	 Company
---	---	---	--

- b) Subject to Article 7.4.4, the Promoter shall be paid by the Company the Earn Out Amount in the form of a one time commission or in any other agreed form, an amount which is linked to or is in proportion of the actual Net Sales of the Company during the Earn Out Period, as set forth in the table below:

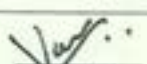
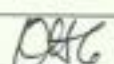
Sr. No.	Actual Sales range in the Earn Out Period	Promoter's entitlement of Earn Out Amount
a)	Net Sales less than Rs.30 crores	Rs.65,00,000
b)	Net Sales between Rs.30 crores and Rs.40 crores	Rs.2,65,00,000
c)	Net Sales between Rs.40 crores and Rs.50 crores	Rs.3,15,00,000
d)	Net sales in excess of Rs.50 crores	Rs.3,65,00,000

- c) The Net Sales earned by the Company in the Earn Out Period shall be determined on the basis of the workings covering the Earn Out Period to be prepared by the Company within a period of three months from the date of closure of the Earn Out Period by applying the same Accounting principles and standards adopted by the Company while preparation of its Annual Audited Financial Statements (hereinafter referred to as "**Net Sales Workings**"); and the said Net Sales Workings shall be audited by the Statutory Auditors of the Company. Upon completion of the review of the Net Sales Workings by the Statutory Auditors of the Company, the Statutory Auditors shall issue a certificate certifying the Net Sales made by the Company in the Earn Out Period.

- (d) Subject to the adjustment of the Shortfall in Article 7.4.4 and sub-clause (e) of this Article 9.3.2 below, Earn Out Amount determined as above shall be paid by the Company to the Promoter in the following manner:

- an amount of Rs. 1,57,00,000/- (Rupees one crore and Fifty Seven Lacs lakh) (less TDS at applicable rate) shall be paid by the Acquirer as advances on the Closing Date, and
- the balance amount of the Earn Out Amount (if any) (less TDS at applicable rate), as illustrated below in sub-clause (e) below, shall be paid within a period of three months from the receipt of the certificate from the Statutory Auditors of the Company certifying the amount of Net Sales



 Promoter	 Statutory Auditor	 Acquirer	 Company
---	--	---	--

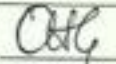
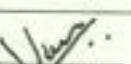
made by the Company during the Earn Out Period in following the manner.

(e) In order to adjust the advance of Rs. 1,57,00,000 (Rupees one crore fifty seven lakhs only) received by the Promoter once the Net Sales have been determined in accordance with Article 9.3.2(b) and (c) above, the Parties have agreed as under:

- i. In case the Company fails to achieve Net Sales of at least Rs. 30,00,00,000 (Rs. Thirty Crore Only) during the Earn Out Period, then the Promoter shall be liable to refund an amount of Rs. 92,00,000 (Rs. Ninety Two Lacs Only) from the advance of the Earn Out Amount (received by him on the Closing Date), within such period as may be mutually agreed between Acquirer and promoter, from receipt of the certificate of Net Sales issued by the statutory auditors of the Company. In case of failure of the Promoter to refund such advance received, the Company shall have all legal rights and remedies available to it to recover the same from the Promoter, and
- ii. In case the Company has achieved Net Sales of Rs. 30 crore or more, then the Company shall adjust the advance amount of Rs. 1,57,00,000 (Rupees One Crore Fifty-Seven Lakh Only) and pay the balance to the Promoter, as illustrated below:

Sr. No.	Actual Sales range in the Earn Out Period	Amount of Earn Out Amount to be paid
a)	Net Sales less than Rs.30 crores	Promoter to refund Rs. 92 lakhs
b)	Net Sales between Rs.30 crores and Rs.40 crores	Rs. 1.08 crore (Rs. 2.65 crore less Rs. 1.57 crore)
c)	Net Sales between Rs.40 crores and Rs.50 crores	Rs. 1.58 crore (Rs. 3.15 crore less Rs. 1.57 crore)
d)	Net sales in excess of Rs.50 crores	Rs. 2.08 crore (Rs. 3.65 crore less Rs. 1.57 crore)

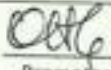
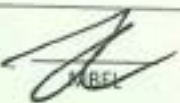
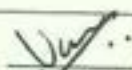


 Promoter	 Acquirer	 Company
---	---	--

**Amounts payable by the Company shall be subject to the TDS at applicable rates. Further, amounts payable by the Company or the amount to be refunded by the Promoter shall be subject to adjustment of the Shortfall pursuant to Article 7.4.4 above.*

- 9.4 **Key Managerial Personnel:** The Parties hereby agree that the Acquirer has a right to review and appoint necessary senior managerial personnel one level below the Board including CEO, Vice Presidents, CFO and other key managerial personnel in consultation with the Promoter.

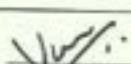
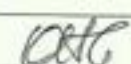


 Promoter	 Acquirer	 Company	 Company
---	---	--	--



ARTICLE X
GENERAL MEETINGS OF THE SHAREHOLDERS

- 10.1 **Quorum:** The quorum for general meetings of the Shareholders shall be constituted in accordance with the provisions of the Act and the Organizational Documents; provided that no valid quorum to convene a general meeting of the Shareholders shall be constituted unless at least 1 (one) authorized representative of ACQUIRER is present at such meeting.
- 10.2 **Meetings of Shareholders:** Meetings of the Shareholders shall be held in accordance with the Act and the Organizational Documents. The Company shall, in each year, hold, in addition to any other meetings, a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it, and not more than 12 (twelve) months shall elapse between the date of 1 (one) annual general meeting of the Company and that of the next, unless otherwise permitted by the Act. A minimum of 21 (twenty one) calendar days' prior written notice shall be given to all of the Shareholders of any shareholders' meeting, accompanied, where required by the Act, by an explanatory statement detailing, inter alia, the agenda for such shareholders' meeting, unless a written approval for convening a shareholders' meeting at shorter notice is given by all of the Shareholders. Each Shareholder shall also be entitled to convene a shareholders' meeting with proper notice, as per the provisions of the Act. Subject to applicable Law, the Shareholders may participate in general meetings from time to time by video conference, audio conference or other electronic conference facility.
- 10.3 **Meeting Minutes:** Any Shareholder may request for a copy of the minutes of the general meeting, as per the provision of the Act.
- 10.4 **Decision on Fundamental Issues:**
- (a) The Company shall not approve, consider, discuss or take any action in any manner whatsoever on any of the matters specified in **Schedule III**, ("Fundamental Issues") at either the Board or Shareholders' level, without having first received the written consent of Acquirer;

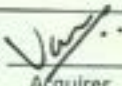
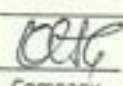
 Promoter	 MBFI	 Acquirer	 Company
---	---	---	--

- (b) In the event that a Deadlock occurs, Acquirer and the Promoter shall exercise their best efforts to attempt to resolve such Deadlock in good faith and within a period of 30 (thirty) calendar days following such Deadlock (the "Negotiation Period"). In case the Deadlock has not been resolved within the Negotiation Period, such Fundamental Issues shall not be acted upon unless Acquirer has granted prior written consent in respect of such Fundamental Issues. However, nothing contained in this section shall affect the ability of any of the Director to include such Fundamental Issues in the agenda in a subsequent board meeting.

10.5 Exercise of Rights by the Shareholders:

- (a) Each Shareholder agrees to exercise its rights and powers to ensure that the Business and affairs of the Company are conducted in accordance with the terms of this Agreement, sound international business principles and the highest ethical standards. Each of the Parties shall procure that it shall use all reasonable endeavors to assist the Company in developing and promoting the Business.
- (b) All dealings between the Company and the Shareholders or the Affiliates of the Shareholders shall be on an arms' length basis.
- (c) The Company shall promptly notify the Shareholders of all significant notifications, orders, demands and other communications received by the Company from any Governmental Authority in relation to the Company's Business, assets or property.



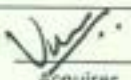
 Promoter	 MREL	 Acquirer	 Company
---	---	---	--

ARTICLE XI
INTELLECTUAL PROPERTY

11.1 Intellectual Property Ownership:

The Parties hereby agree that the Intellectual Property in the Products Developed, manufactured or sold by the Company, or any other Intellectual Property developed by the Company, shall remain exclusively in the ownership of the Company, and nothing contained in this Agreement shall be construed to confer any right, title, or interest in the Intellectual Property of the Company, to the Promoter, MBEL or to Acquirer.



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

ARTICLE XII
TRANSFERS



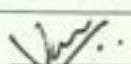
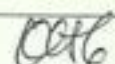
12.1 Transfer Restrictions:

The Promoter shall not Transfer any Equity Securities held or beneficially owned by the Promoter for a period of 5 (five) years from the Closing Date ("**Lock-In Period**"), without the prior written consent of ACQUIRER. Any purported Transfer in violation of this Article XII shall be null and void *ab initio*.

Provided that nothing contained in this Article 12.1 shall apply to the Transfer of Equity Securities by the Sellers in exercise of their rights conferred under Article 12.3, Article 12.4 and Article 12.5; or for the Transfer of Equity Securities by the Promoter to his Affiliates (who is not a Competitor), subject to the execution of a **Deed of Adherence** in the form as set out in **Schedule-IV**, by such Affiliate. In the event that a person holding the Equity Securities ceases to be an Affiliate of such Promoter, then the Promoter shall forthwith require such Person to Transfer the Equity Securities to itself, or to any other Affiliate of such Promoter.

12.2 Right to sell of THE PROMOTER OR ACQUIRER (ROFR):

- (a) Subject to Article 12.5, the Promoter shall have the right, any time after the expiry of the Lock-In Period, at its sole discretion, to sell any of its Equity Securities to an Eligible Third Party subject to compliance with the provisions of this Section 12.2. The Acquirer shall have the right, at any time, at its sole discretion, to sell any of its Equity Securities to an Eligible Third Party subject to compliance with the provisions of this Section 12.2
- (b) If the Promoter or Acquirer proposes to Transfer all, or part of, the Equity Securities held by it to an Eligible Third Party ("**ROFR Securities**"), then the Promoter or Acquirer ("**ROFR Seller**") shall first offer the ROFR Securities to the other party ("**ROFR Buyer**"). ROFR Buyer shall have the right, but not the obligation, to purchase any of the ROFR Securities from the ROFR Seller (such right referred to as "**ROFR**" or "**Right of First Refusal**").

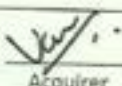
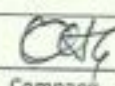
 Promoter	 Acquirer	 Company	 Company
---	---	--	--

- (c) The ROFR Seller shall send a written notice (the "**ROFR Notice**") to ROFR Buyer, informing them of its intention to sell the ROFR Securities and specifying all the terms of such Transfer, including details of the Eligible Third Party, and the price per Share at which the ROFR Securities are proposed to be sold ("**ROFR Third Party Price**").
- (d) If ROFR Buyer elects to exercise its ROFR, it shall issue a written notice to the ROFR Seller (the "**ROFR Response Notice**"), within 30 (thirty) Business Days of receipt of the ROFR Notice, to purchase such number of ROFR Securities as specified in such ROFR Response Notice at a price not less than the ROFR Third Party Price ("**ROFR Price**"). If ROFR Buyer fails to provide the ROFR Response Notice to the ROFR Seller within the time period specified above, then the ROFR Seller shall be free to Transfer the ROFR Securities to the Eligible Third Party at the ROFR Third Party Price, and on the same terms and conditions as specified in the ROFR Notice and in accordance with this Agreement.
- (e) Upon the receipt of the ROFR Response Notice, within the time period stipulated in Article 12.2 (d) above, the ROFR Seller shall sell the ROFR Securities to ROFR Buyer, and ROFR Buyer shall pay the ROFR Price to the ROFR Seller for such number of ROFR Securities as specified in the ROFR Response Notice.
- (f) If the ROFR Seller is unable to Transfer the ROFR Securities within 90 (ninety) Business Days to the Eligible Third Party under Article 12.2 (d), the ROFR Seller shall be obliged to once again comply with the provisions of this Article 12.2 with respect to Transfer of ROFR Securities.
- (g) It is hereby clarified that ROFR Buyer may purchase the ROFR Securities in the manner specified above, either through itself, or through its Affiliates or its authorized nominee.

12.3 Tag Along Rights:

- (a) If ACQUIRER ("**Tag Seller**") proposes to, directly or indirectly, Transfer any Equity Securities held by it to any Third Party ("**Tag Buyer**") such that a Change of Control of the Company occurs as a result thereof ("**Sale Securities**"), the Promoter shall have the right to sell up to such number of Equity Securities that bear the same proportion to the total number of Equity



 Promoter	 MBCL	 Acquirer	 Company
---	---	---	--

Securities held by the Promoter, that the Sale Securities bear to the total number of Equity Securities held by the Tag Seller ("**Tag Right**"). For avoidance of doubt, it is hereby clarified that any transfer of equity securities to any member of the ACQUIRER Group shall not amount to a Change of Control under this Agreement including this Article 12.3 (a) of this Agreement. For avoidance of doubt, it is hereby clarified that any restructuring of shares or voting rights *inter se* the ACQUIRER Group shall not amount to a Change of Control under this Agreement.

- (b) The Tag Seller proposing to Transfer the Sale Securities shall forthwith send a written notice ("**Tag Sale Notice**") of such proposed Transfer, to the promoter, to state:

The total number of Sale Securities;

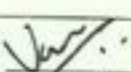
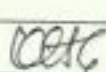
The name and identity of the Tag Buyer;

The price at which each Sale Security is proposed to be Transferred; and

The key terms and conditions of the proposed Transfer.



- (c) Within 30 (Thirty) Business Days from the receipt of the Tag Sale Notice ("**Tag Exercise Period**"), the Promoter may elect to exercise its Tag Right, by issuing a notice in writing to the Tag Seller ("**Tag Acceptance Notice**"). The Promoter will then be entitled to sell a pro rata portion of its Equity Securities to the Tag Buyer on the same terms and conditions provided to the Tag Seller. The Tag Acceptance Notice must clearly state the number of Equity Securities ("**Tag Securities**") that the Promoter is entitled to sell, which shall not be more than the pro rata portion as set out in Article 12.3(a) above.
- (d) The Promoter shall obtain all consents and approvals that may be required by it for the sale of Tag Securities pursuant to exercise of the Tag Right.
- (e) The Tag Seller shall not Transfer any of the Sale Securities to the Tag Buyer, unless the Tag Buyer simultaneously purchases all of the Tag Securities tendered by the Promoter as per this Article 12.3.

 Promoter	 Tag Seller	 Acquirer	 Company
---	---	---	--

- (f) If the aggregate number of Equity Securities to be Transferred to the Tag Buyer exceeds the maximum number that the Tag Buyer wishes to buy / have Transferred, then the number of Sale Securities and Tag Securities to be sold to the Tag Buyer shall be reduced in equal proportion.
- (g) If the Promoter does not exercise its Tag Right within the Tag Exercise Period, or no Tag Acceptance Notice has been received by the Tag Seller, then, the Tag Seller shall be free to Transfer the Sale Securities to the Tag Buyer on the terms and conditions specified in the Tag Sale Notice.

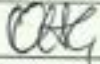
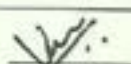
12.4 Drag Along Rights. In the event the Acquirer wishes to sell any Equity Shares of the Company to any third party such that it leads to a Change of Control of the Company and the Promoter has not exercised its ROFR as per Article 12.2, the Acquirer shall have the right ("**Drag-Along Right**"), by issue of notice to the Promoter, to require the Promoter to participate in such Transfer to the third party and cause the Promoter to sell a proportionate number of its Equity Securities ("**Drag Shares**"), to such third party on the same terms and conditions as those agreed between Acquirer and such third party including price, due date, and payment terms. Provided that where the Acquirer is selling only part of its shareholding (and not all but more than such shares that result in a Change of Control), the price at which the Promoter's shares should be sold shall not be less than the fair market value of the Equity Securities as determined by an Independent Valuer appointed jointly by ACQUIRER, the Tag Buyer, and the Promoter.

12.5 Exit Formula and Methodology for the Promoter:

- 12.5.1 a) After the expiry of a period of three years from the Closing Date but prior to the expiry of five years from the Closing Date, the Promoter has an option to sell up to 14% of the total equity of the Company (hereinafter referred to as the "**First Tranche Exit Shares**") held by him to the Acquirer as per the valuation formula stipulated in Article 12.5.2



The Promoter also has the option to sell up to the entire balance shareholding in the Company (hereinafter referred to as the "**Second Tranche Exit Shares**") held by him, him, either at the end of the 4th anniversary of the Closing Date or the 5th anniversary of the Closing Date to the Acquirer as per the valuation formula stipulated in Article 12.5.2. The time and quantum of the sale of Second Tranche Exit Shares will be as per the mutual discussion and understanding in this behalf between the Promoter and the Acquirer.

 Promoter	 Acquirer	 Company
---	---	--

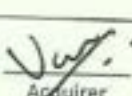
12.5.2 The Acquirer shall purchase the First Tranche Exit Shares and Second Tranche Exit Shares at a price per share arrived at as under:

- a) The Enterprise Value of the Company shall be determined after applying a multiple of 8 times to the actual EBITDA earned by the Company as per the audited financial statements of the financial year immediately preceding the financial year in which the Promoter proposes to Sell the First Tranche Exit Shares, Second Tranche Exit Shares as per Article 12.5.1.
- b) From the Enterprise Value so arrived at as per Article 12.5.2 (a) above, the outstanding financial liabilities as on that date including all outstanding Secured/ Unsecured Term Loans/Unsecured Borrowings and Fund Based Working capital Limits outstanding in the books of the Company shall be deducted so as to arrive at the Equity Value of the Company.
- c) The Equity Value so arrived at as per Article 12.5.2 (b) above shall be divided by the total number of equity shares outstanding as on that date; so as to arrive at the price per equity share.
- d) The price per equity share so arrived at as per Article 12.5.2 (c) above shall be applied to the First Tranche Exit Shares, Second Tranche Exit Shares, as may be applicable so as to determine the exit consideration payable to the Promoter as per this Article 12.5.2.
- e) The aforesaid exit consideration payable to the Promoter shall be paid by the Acquirer within a period of three months from the date of its determination and there against the Promoter will transfer his entire outstanding shareholding in favour of the Acquirer/Acquirers nominee.
- f) The aforesaid exit consideration payable to the Promoter shall be subject to the adjustment mentioned in Article 5.2 above.



12.5.3 The Promoter acknowledges that the Acquirer shall be entitled to purchase the entire shareholding of the Promoter any time after the expiry of 3 (three) years from the Closing Date, at a price per share determined in the manner set out in Article 12.5.2.

12.5.4 Upon acquisition of the Promoter's entire shareholding, as per this Article 12.5, the Promoter shall also resign from the directorship of the Company.

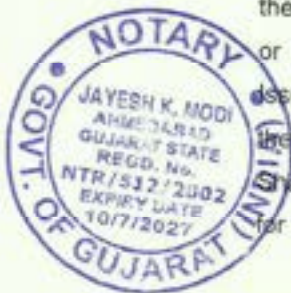
 Promoter	 Acquirer	 Company
---	---	--

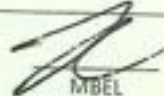
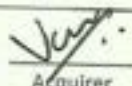
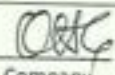
ARTICLE XIII
FINANCIAL MATTERS/LOANS

13.1 Further Issuance. Subject to the provisions of Article 10.4, in the event the Company proposes to issue any Equity Securities ("**Further Issuance**"), after the Closing Date, the Company shall first offer such Equity Securities to Acquirer and the Promoter in compliance with applicable Law and in the manner set out in this Article. Each of Acquirer and the Promoter shall have a right ("**Pre-Emptive Right**"), but not the obligation, to purchase such number of Equity Securities in the Further Issuance *pro rata* to their Shareholding in the Company on a Fully Diluted Basis. Unless otherwise agreed by the Parties, the Further Issuance shall be made at a price that is not less than the fair market value of such Equity Securities determined in accordance with Applicable Laws.

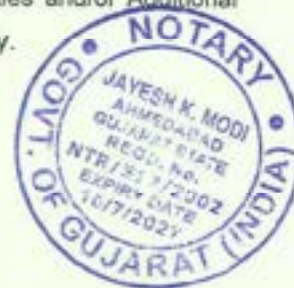
13.2 Offer Notice: Subject to applicable Law, the Further Issuance shall take place in the manner set out below:

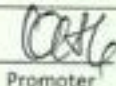
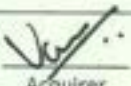
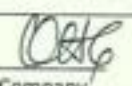
- (a) The Company shall deliver a written notice ("**Offer Notice**") to each Shareholder stating: (a) the number of Equity Securities to be offered in the Further Issuance ("**Issuance Shares**"); (b) the price and terms, if any, upon which the Equity Securities are proposed to be issued ("**Issuance Terms**"); and (c) the number of Equity Securities that each Shareholder is entitled to subscribe to in such issue ("**Issuance Entitlement**").
- (b) Within 15 (fifteen) days after receipt of the Offer Notice ("**Offer Period**"), each of the Promoter or Acquirer may elect to subscribe at the price and on the terms and conditions specified in the Offer Notice, to all or part of its respective Issuance Entitlement, by giving a written notice to the Company ("**Acceptance Notice**"). Within 15 (fifteen) days of communication of the Acceptance Notice or such further period that is mutually agreed between the Acquirer and the Promoter ("**Issuance Period**") by any of the Promoter or Acquirer ("**Accepting Shareholder**"), the Company shall issue the Issuance Shares to each such Accepting Shareholder in accordance with their respective Issuance Entitlement, provided that such Accepting Shareholder shall have remitted the subscription amount to the Company for the subscription of the Issuance Entitlement.



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

- (c) If the Promoter or the Acquirer failed to provide the Acceptance Notice within the Offer Period, or does not accept all of their Issuance Entitlement, then its respective Issuance Entitlement or any unexercised portion thereof shall automatically devolve to the other Party, which has accepted its Issuance Entitlement of the Company on a pro rata basis of their inter-se shareholding in the Company at the relevant time ("**Devolved Entitlement**"). The Company shall provide notice to the Acquirer and the Promoter, informing them of the Devolved Entitlement ("**Additional Offer Notice**"). Within a period of 10 (ten) days from the date of Additional Offer Notice ("**Additional Offer Period**"), Acquirer and the Promoter shall indicate their intention to accept and subscribe any/ all of their portion of the Devolved Entitlement ("**Additional Offer Securities**") at the Issuance Price, by providing a written notice to the Company ("**Additional Offer Acceptance Notice**").
- (d) Within 10 (ten) days from the date of Additional Offer Acceptance Notice, the Company shall issue the Additional Offer Securities to Acquirer and/or the relevant Promoter.
- (e) If the Promoter and/or the Acquirer have not issued the Acceptance Notice within the Offer Period or the Additional Offer Acceptance Notice, within the Additional Offer Period (if applicable) with respect to any Equity Securities, or has issued the Acceptance Notice within the Offer Period only with respect to some (but not all) of the Issuance Entitlement or the Devolved Entitlement (if applicable), then the Company shall be entitled to issue such unexercised Issuance Shares to any Eligible Third Party, provided such eligible third party executes a Deed of Adherence.
- (f) Assignment. The Promoter and Acquirer shall be entitled to assign, in whole or in part, their right to subscribe to their respective Issuance Entitlement/ Devolved Entitlement, to their respective Affiliates, provided that at the time of issuance of the Issuance Securities and/or Additional Offer Securities, such Affiliate is an Eligible Third Party.



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

13.3 Fiscal Year. The fiscal year of the Company shall commence on April 1 of each year and shall end on March 31 of the following year (the "Fiscal Year"). However, if permissible under applicable Law and consented by the Acquirer, the Fiscal Year of the Company shall commence on January 01 and last until December 31 of a given year.

13.4 Statutory Auditors and Internal Auditors. The statutory auditors and Internal auditors shall be determined and appointed by the Company after taking Prior approval of Acquirer.

13.5 Insurance: The Company shall obtain and maintain adequate and appropriate insurance policies from a reputable insurance company in respect of its Business in a sufficient amount and with such coverage as are generally maintained by responsible companies in the same industry. Further, the Company shall obtain and maintain adequate directors' and officers' liability insurance policies from a reputable insurance company for its Directors and key management personnel in a sufficient amount and with such coverage as are generally maintained by responsible companies in the same industry.

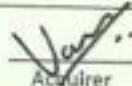
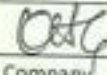
13.6 Unsecured Loans

13.6.1 If the company requires any short term/medium term funds, the same shall be arranged through bank/ financial institutions or through other means deemed fit by the Acquirer..

13.7 Working capital borrowings from the bank:

13.7.1 The Sellers and the Company represent that the Company has availed working capital loan and GCEL loan from Kotak Mahindra Bank Ltd., total sanctioned limit Rs. 6,18,00,000/- (Rupees Six crore eighteen lakhs only) whose aggregate outstanding as on the date of this Agreement is Rs. 4,08,85,170/- (Rupees Four Crore Eight Lacs Eighty Five Thousand One Hundred Seventy Only). The said loan is secured, inter alia, by way of first charge on the fixed assets as well as current assets of the company and also collateral securities offered by the Selling Shareholder No.1. There is other car loan / OD Loan from banks/FIs total amounting to Rs. 13,16,121/- (Thirteen Lacs Sixteen Thousand One Hundred Twenty One only) and Fixed Deposit with Kotak amounting to



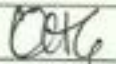
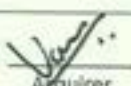
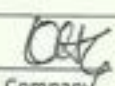
 Promoter	 KREL	 Acquirer	 Company
---	---	---	--

Rs.45,73,407/- (Forty Five Lacs Seventy Three Thousand Four Hundred Seven Only.)

13.7.2 It is agreed that the Acquirer will offer personal guarantees/corporate guarantees to the bank such that the collateral securities given by the Selling Shareholder No.1 are removed within a period of three months from the date of closing and the bank only continues to have a first charge on the fixed assets of the Company. However, the Selling Shareholder no. 1 will continue to offer his personal guarantee to the bank until such time that he is a shareholder of the Company.

13.7.3 The parties also agree that if the company requires to borrow additional funds from the banks/institutions, the company may borrow such additional funds from time to time on mutually acceptable terms.



 Promoter	 Seller	 Acquirer	 Company
---	---	---	--

ARTICLE XIV
NON – COMPETE

14.1 Non-Compete.

14.1.1 MBEL shall not, and shall cause it's Affiliates not to, without the prior written consent of Acquirer, either, directly or indirectly, expressly, impliedly or tacitly, for itself or on behalf of any other Person, or in connivance with or through assistance of any other Person, be concerned in any Person (as defined in Article 14.2 below) that carries on, or the Business(as defined herein) of the Company or Modtech Group entities; for a period of five years from the Closing Date of this Agreement.

14.1.2 Till such time that the Promoter (or his affiliates) holds equity shares in the Company and for a period of five years from the date when he (or his affiliates, which ever is later) ceases to hold any equity share in the Company, the Promoter shall not, and shall cause their respective Affiliates not to, without the prior written consent of Acquirer, either, directly or indirectly, expressly, impliedly or tacitly, for itself or on behalf of any other Person, or in connivance with or through assistance of any other Person, be concerned in any Person (as defined in Article 14.2 below) that carries on, or is otherwise engaged in a business which is the same or similar as the Business(as defined herein) of the Company or Modtech Group entities.

14.2 Engagement in Competing Business. For the purposes of Section 14.1 above, a Person is concerned in a business if such Person:

- (a) carries it on as a principal or an agent;
- (b) is a partner, director, promoter, seconded, consultant or agent in, of or to a Person carrying out the business;
- (c) has any financial interest (as a shareholder, investor, partner or otherwise) in a Person that carries on, or, otherwise, engages in the business, that is same or similar as the Business or the business of the Modtech Group.
- (d) is a partner, director, promoter, seconded, consultant or agent in, of or to any Person who has a direct financial interest (as shareholder or otherwise) in a Person who carries out or otherwise engages in the business;



 Promoter	 MBEL	 Acquirer	 Company
--------------	----------	--------------	-------------

- (e) undertakes any of the aforesaid activities through any of its Affiliates; or
- (f) in any other manner, directs or governs the operations of another Person.

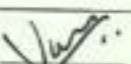
14.3 Reasonableness of Restrictions: Each Party (i) acknowledges that the restrictions on the competitive activities set forth in this Agreement are mainly to protect the value of the Business and the Company, the investment made by the Acquirer in the Company and are no more extensive than is reasonable to protect the interests of the Company and the Business, and (ii) agrees that the mutual covenants in this Agreement are adequate consideration for agreeing not to engage in, carry on or otherwise undertake a competing Business as contained in Article XIV.

14.4 Confidentiality:

- (a) Each Party ("Recipient") hereby covenants to the other that it will maintain in confidence all confidential non-public information of the Company or the other Party that the Recipient receives from the disclosing Party, which information for the avoidance of doubt shall not include information which is or becomes generally available to the public other than as a result of a disclosure by the Recipient in violation of the provisions of this Agreement; except, and solely, to the extent otherwise required by applicable Law.
- (b) Each Party agrees that the terms and conditions of this Agreement shall be treated as confidential non-public information, and such terms and conditions may not be disclosed, without the prior written consent of the other Parties, except (i) as required by applicable Law, or by any rule or regulation of any securities exchange on which either Party has securities listed for trading, (ii) with its accountants, tax advisors or lawyers, who are subject to confidentiality obligation to not disclose the terms of this Agreement, (iii) in connection with the enforcement of this Agreement, or (iv) pursuant to joint press releases prepared in good faith by the Parties.



14.5 Undertakings: To the extent to which it is able to do so under applicable Law, the Company undertakes with each of the other Parties that it will comply with each of the provisions of this Agreement. Each undertaking by the Company in respect of each provision of this Agreement shall be construed as a separate undertaking, and if any of the undertakings is unlawful or unenforceable the remaining undertakings shall continue to bind the Company.

 Promoter	 Acquirer	 Company
---	---	--

**ARTICLE XV
REPRESENTATIONS AND WARRANTIES**

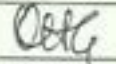
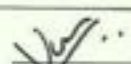
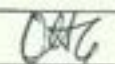


15.1 Representations and Warranties of the Parties:

Each Party represents and warrants to the other as follows as of the date of this Agreement:

- (a) such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it has been organized;
- (b) such Party has all necessary corporate power, authority and capacity, and has taken all action necessary, to execute, deliver and perform this Agreement, and the execution, delivery and performance by such Party of this Agreement does not violate or contravene (i) the provisions of such Party's organizational or charter document or (ii) to the best knowledge of such Party, any applicable Law, regulation or order of any Governmental Authority, including without limitation, any applicable Law, Governmental Authorizations, regulation or order relating to antitrust, competition or securities matters;
- (c) except as disclosed earlier in this Agreement, there is no action, suit, proceeding or investigation pending or, to the best knowledge of such Party, threatened or contemplated which questions the legality or validity of this Agreement or the transactions contemplated hereby, or which would reasonably be expected to materially adversely affect its ability to meet and carry out its obligations under this Agreement;
- (d) any Governmental Authorization which has not been obtained or made, is required to be obtained or made in connection with the execution, delivery and performance by such Party of this Agreement; and this Agreement has been duly authorized, executed and delivered by such Party and constitutes the legal, valid and binding obligations of such Party, enforceable against such Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws for the protection of creditors and debtors generally and subject to general principles of equity.



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

15.2 Representations and Warranties of the Sellers:

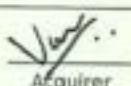
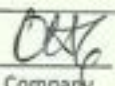
15.2.1 The Promoter warrant to Acquirer and have made representations/undertakings to Acquirer, that as on the Closing Date::

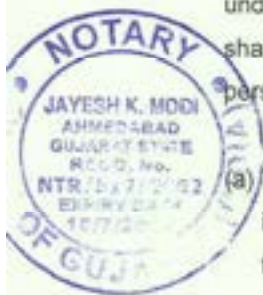
- a) Except as disclosed in this Agreement, That there are no pending proceedings in respect of Direct/Indirect taxes including but not limited to Income Tax Act, GST Act, Customs Act, FEMA or any other law which is prevailing for the time being in force and that there are no show cause notices received in respect of such tax proceedings/tax matters as on the date of this Agreement
- b) No insolvency proceedings of any character including without limitation bankruptcy, receivership, reorganisation, composition or arrangement with creditors has been initiated or is pending before any authority in respect of the Company;
- c) There are no other material Business entities or units forming part of Modtech Group.
- d) All the balances (amounts payable to or by any Person) provided in this Agreement are true and complete as on the Agreement Date, and
- e) With respect to the matters set out in Schedule V.

15.2.2 MBEL warrants to Acquirer and has made representations / undertakings to Acquirer with respect to the Title Warranties set out in Part A of Schedule V.

15.3 The Sellers undertakes to the Acquirer (without limiting any other rights of Acquirer in any way including the rights to damages for breach of any warranty or representation) that if there is a breach of any of the warranty, representation or undertakings here under, the Promoter and/or the Sellers, as the case may be, shall pay or procure payment in cash to Acquirer and/or the relevant indemnified person on demand a sum equal to the aggregate of :

- (a) The amount which would be necessary to put Acquirer /the relevant indemnified person and/or the Company (at the option of Acquirer) into the financial position which would have existed had there been no breach of the warranty, representation or undertaking; and

 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--



- (b) All costs suffered or incurred by Acquirer or any of its affiliates, directly or indirectly, as a result of or in connection with the breach of warranty/representation/undertaking.

15.4 Indemnity by the Sellers:

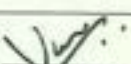
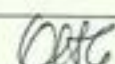
15.4.1 Subject to consummation of the sale and purchase of the Sale Shares as contemplated under this Agreement, each Seller covenants to fully indemnify and keep fully indemnified the Acquirer against any claim, penalties, demands, liabilities costs, awards, damages, losses, expenses (including legal costs in relation to defending actions, proceedings, and/or claims) arising directly or indirectly in connection with/with respect to/ as a result of:

- (a) any breach of the Title Warranties;
- (b) any GST liability pertaining to input tax credit (ITC) not reversed on creditors written back relating to the period prior to Closing, if any, subject to maximum of Rs. 5,00,000 (Rupees Five Lakh only); and
- (c) any GST interest liability on ITC not reversed for creditors outstanding for more than 180 days as on the date of Closing, subject to maximum of Rs. 15,00,000 (Rupees Fifteen Lakh only), if any.

15.4.2 Subject to consummation of the sale and purchase of the Selling Shareholder No.1 Sale Shares as contemplated under this Agreement, the Promoter covenants to fully indemnify and keep fully indemnified the Acquirer against any claim, penalties, demands, liabilities costs, awards, damages, losses, expenses (including legal costs in relation to defending actions, proceedings, and/or claims) arising directly or indirectly in connection with/with respect to/ as a result of:

- (a) any other GST liability or interest thereon for transactions undertaken before date of this Agreement;
- (b) non-payment or delayed payment of any Tax by the Company in relation to the period prior to the Closing Date;
- (c) a breach by the Promoter of any of their warranties under this Agreement, including those covered under the Article 15.2.1 above;
- (d) Inadequately stamped or unstamped documents/contracts executed by the Company, prior to the Closing Date;



 Promoter	 SELLER	 Acquirer	 Company
---	---	---	--

- (e) Any liabilities arising on the Company in respect of inadequate stamp duty paid on any documents concerning the Rajorda land as set out in Article 6.1 above.
- (f) Non-maintenance of statutory registers for the period prior to the Closing Date;
- (g) Payment of unpaid wages to any current and past employees, in relation to for the period prior to the Closing Date;
- (h) Any liability of stamp duty, registration costs and any other legal costs executed by the Company.
- (i) Any deficit on account of the inventory lying with foreign subsidiaries being sold for any value less than book value.
- (j) Any income tax liability or withholding tax liability (including transfer pricing provisions and transfer pricing documentation), if any.
- (k) Any GST liability crystallized on outstanding demand of Rs. 1,11,94,388 (Rupees One Crore Eleven Lakh Ninety Four Thousand Three Hundred Eighty Eight only) against which an appeal is filed by the Company and pending to be disposed.

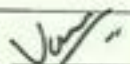
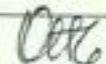
15.4.3 Subject to Article 15.4.4 below, the Promoter shall have no liability under the following circumstances:

- a) In the case where a Claim is made in respect of Tax Warranties any time after the expiry 10 (ten) years from the end of the financial year in which the Closing Date falls;
- b) In the case where a Claim is made in respect of any of the Other Warranties any time after the expiry of 5 (five) years from the Closing Date;
- c) in relation to any Claim based on a liability which is contingent until it becomes an actual liability;
- d) in relation to, and to the extent that, any Claim arises or is increased as a result of the introduction of a new legislation or the amendment of any existing legislation, after the Closing Date.



15.4.4 The provisions of Article 15.4.3 shall not apply to any claim against a Seller resulting from any fraud of such Seller.

15.4.5 Subject to Article 15.4.4, the Promoter shall only be liable in relation to any indirect or consequential loss if such loss is a reasonably foreseeable consequence of the relevant matter, and the Seller shall in any event have no liability for punitive damages or damage to reputation.

 Promoter	 MPCL	 Acquirer	 Company
---	---	---	--

ARTICLE XVITERMINATION

16.1 Term: This Agreement shall come into effect on the date of execution hereof and shall remain in full force until and unless terminated in accordance with the terms of this Agreement.

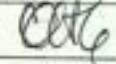
16.2 Termination by ACQUIRER : ACQUIRER has a right to terminate this Agreement in the following circumstances:

- a) If there is any material breach of any of the clauses/articles of this Agreement by the Company or the Promoter and the said breach is not remedied within a reasonable period as may be granted for this purpose by ACQUIRER to the breaching party,
- b) If there is any material breach or misstatement or misrepresentation of any of the warranties or representations/undertakings as contained in Article XV and which has not been remedied or which has not been indemnified by the Company or the Promoter in accordance with the said article.

16.3 Termination under other circumstances: This Agreement shall automatically terminate (i) between the parties by mutual consent; or (ii) upon the dissolution, winding-up, liquidation, or debt restructuring of any of the Party, (iii) when either the Promoter or the Acquirer (and their respective Affiliates, if any) ceases to hold any further Equity Securities in the Company.

16.4 Effect of Termination: Upon the termination of this Agreement pursuant to Section 16, all rights and obligations under this Agreement shall immediately terminate except those which by their nature survive the termination of this Agreement, including [Article XIV (non-compete), Article XV representation and Warranties) and Article XVII (miscellaneous).



 Promoter	 Acquirer	 Company
---	---	--



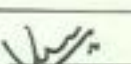
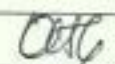
ARTICLE XVII MISCELLANEOUS

17.1 Relationship of Parties: This Agreement does not constitute a partnership and nothing herein contained is intended to constitute, nor will it be construed to constitute, ACQUIRER and the Promoter as partners of each other or of the Company. Nothing contained herein will constitute Acquirer, Promoter or the Company an agent of any other Party. Except as may otherwise be explicitly agreed in writing, neither Acquirer nor the Promoter will have the authority to act on behalf of the other.

17.2 Entire Agreement; Assignment: This Agreement, together with the Exhibits and Schedules hereto, (a) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, (b) shall be binding on the Parties and the successors and assigns of each of them and (c) except as contemplated by this Agreement, shall not be assigned by any Promoter without the prior written consent of Acquirer.

17.3 Severability: Any provision in this Agreement, which is or may become prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in the same or any other jurisdiction. Without prejudice to the foregoing, the Parties will immediately negotiate in good faith to replace such provision with a proviso, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces. If for any reason whatsoever the provisions and commercials under the articles/ clauses of this Agreement cannot be achieved, the Company hereto expressly agree that they shall do all such acts and things as are legally permissible, to achieve the commercial effect intended by the above mentioned Sections.



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--



17.4 Arbitration Agreement: Any dispute arising out of or in connection with the validity, interpretation, construction, performance, implementation, termination and/ or the alleged breach of any provision of this Agreement, during the subsistence of this Agreement or thereafter ("**Dispute**"), shall be settled by final and binding arbitration in accordance with the Provisions of the Indian Arbitration Act and Rules thereunder.

17.4.1 The arbitral tribunal shall comprise of a sole Arbitrator to be appointed jointly by the Parties.

- (a) The arbitration proceedings shall be conducted in the English language and the seat and venue of arbitration shall be Ahmedabad, India
- (b) Any award and/or order made by the arbitral tribunal shall be final and binding on each of the Parties;
- (c) The Parties may seek injunction, specific performance and other equitable relief to prevent breaches of this Agreement; and
- (d) When any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

17.5 Notices: Any notice, demand, request, waiver, or other communication under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if personally served or sent by facsimile or sent by electronic mail; on the Business Day after notice is delivered to a courier or mailed by express mail, if sent by courier delivery service or express mail for next day delivery; and on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered, return receipt requested, postage prepaid and addressed as follows:

1. Kishansinh Gohil

Attention to

Kishansinh Gohil

42-B Safal Vihan,

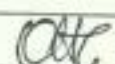
Eklavya School Road,

Sarkhej-Sanand Highway, Sanathal,

Address

Ahmedabad – 382 210, Gujarat, India



 Promoter	 Acquirer	 Company
---	---	--



Mobile No 9723456256
Email ID kishan@modtechworld.com

2. M & B Engineering Ltd

Attention to Chirag Patel
MB House, 51, Chandrodaya Society,
Stadium Road,
Ahmedabad 380 014,
Gujarat, India
Mobile No 9879525561
Email ID chpatel@mbphenix.com

3. Varun Gajjar

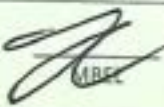
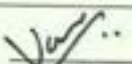
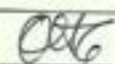
Attention to Varun Gajjar
245/13/6, Satyagrah Chavni,
Near Bhav Nirzar Temple,
Satellite, Ahmedabad – 380015
Mobile No 9099973357
Email ID varun@triangle.in

4. Modtech Machines Pvt Ltd.

Attention to Kishansinh Gohil
Survey No. 396, Plot No. 73P,
New Ahmedabad Industrial Estate,
Sarkhej Bavla Highway,
Moraiya (Dist Sanand), Ahmedabad, Gujarat 382213
Mobile No 9723456256
Email ID kishan@modtechworld.com

or to such other address as the Party to whom notice is given may have previously furnished to the others in writing in the manner set forth above.



 Promoter	 M&B	 Acquirer	 Company
---	--	---	--



17.6 **Waivers and Amendments:** Except where time limitations are specifically provided, no failure or delay by Acquirer in the exercise of any right hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right preclude an additional or further exercise thereof or the exercise of any other right. To be effective, each waiver of any right hereunder must be in writing and signed by the Party waiving its right, and such waiver may be made subject to any conditions specified therein. Each amendment to this Agreement will be in writing and signed by each of the Parties to this Agreement.

17.7 **Conflict with Organizational Documents:** In the event of any ambiguity or conflict between the provisions of this Agreement and the Organizational Documents, the provisions of this Agreement shall prevail as between the Parties for so long as this Agreement remains in force. The Parties will take such action as may be necessary and appropriate, consistent with applicable Law, to give effect to the provisions of this Agreement, and if necessary, to procure any required amendment to the Organizational Documents.

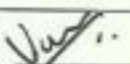
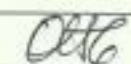
17.8 **Counterparts:** This Agreement may be executed in three counterparts, each of which shall be deemed to be an original instrument, but all of which together shall be deemed to be a single agreement.

17.9 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.

17.10 **Specific Performance:** The Parties recognize and agree that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or damage would be caused for which money damages would not be an adequate remedy. It is accordingly agreed that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement by the other Parties and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at Law or in equity.



17.11 **Expenses:** Each Party shall bear all expenses incurred by it in connection with the preparation and negotiations of the Transaction Documents.

 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

17.12 Rights and obligations of Parties: All the rights and obligations of the Parties as contained in this Agreement shall be incorporated in the Organizational Documents.

17.13 Good Faith: The Parties shall, in their dealings with each other in terms of this Agreement, display good faith.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

SIGNED AND DELIVERED BY)
THE)
within-named "Selling Shareholder)
No. 1")
KISHAN SINH GOHIL)
)



IN THE PRESENCE OF:

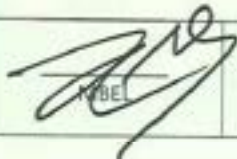

(signature of witness)

Name of witness: *Vijayendra Shah*

Address of witness: *Narva Vasah, Ahmedabad - 13*

[rest of the page is intentionally left
blank]



 Promoter	 Acquirer	 Company
---	---	--



SIGNED AND DELIVERED BY
THE

within-named "Selling Shareholder
No. 2"

M&B ENGINEERING LTD., through
its Authorised signatory
Mr. Malav Patel, authorised vide
Board Resolution dated 24.05.23

M & B ENGINEERING LTD

DIRECTOR / AUTHORISED SIGNATORY



IN THE PRESENCE OF:

20/5/23

(signature of witness)

Name of witness: Dipak Surani

Address of witness: 40/1, P. N. Road, Ahmedabad

SIGNED AND DELIVERED BY
THE

within-named "Acquirer/Purchaser"
VARUN GAJJAR

Varun

IN THE PRESENCE OF:

[Signature]

(signature of witness)



<u>[Signature]</u> Promoter	<u>[Signature]</u> M&B	<u>[Signature]</u> Acquirer	<u>[Signature]</u> Company
--------------------------------	---------------------------	--------------------------------	-------------------------------

Name of witness:

DILIP THAKAR

Address of witness:

503, ONE49, BOPAL AMBLE ROAD
AHMEDABAD - 380058

SIGNED AND DELIVERED BY)
 THE)
 within-named "Company")
MODTECH MACHINES PRIVATE)
LIMITED, through its Authorised)
 signatory)
Mr. Kishansinh Gohil, authorised)
 vide Board Resolution dated)
 08.05.23)

For, Modtech Machines Pvt. Ltd.
[Signature]
 Authorized Signatory

IN THE PRESENCE OF:

(signature of witness)

Name of witness: Kishan Rishabh

Address of witness:

404, Mahavir Resi,
Jain Nagar, Ahmedabad.

BEFORE ME

[Signature]
J. K. MODI
 NOTARY
 GOVT. OF GUJ.

24 MAY 2023



<i>[Signature]</i> Promoter	<i>[Signature]</i> Modi	<i>[Signature]</i> Acquirer	<i>[Signature]</i> Company
--------------------------------	----------------------------	--------------------------------	-------------------------------

SCHEDULE I

Part A

Shareholding pattern of the Company immediately prior to Closing Date

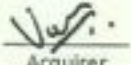
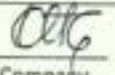
S. No.	Name of Shareholder	Number of Equity Shares Held	Percentage shareholding
1.	Kishan Sinh Gohil	1,49,822	49%
2.	MEBL	1,55,958	51%

Part B

Shareholding pattern of the Company post-Closing Date

S. No.	Name of Shareholder	Number of Equity Shares Held	Percentage shareholding
1.	Kishan Sinh Gohil	73,377	24%
2.	Varun Gajjar	2,32,403	76%



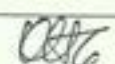
 Promoter	 MEBL	 Acquirer	 Company
---	---	---	--

SCHEDULE - II

Details of Old Outstanding Creditors

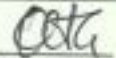
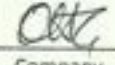
S.No.	Name of Party	Amount Outstanding As at date of this Agreement (Rs.)
1.	7 Continents Express Pvt.Ltd.	6,62,423
2.	A.R.Inspection Services.	59,940
3.	Agnee Shamak Appliances.	30,975
4.	Ankur Pharmacy	5,040
5.	Arjun S. Akruwala	54,000
6.	Ashutosh Power Transbelts Ltd.	64,381
7.	Aw Design	9,393
8.	Bajarang Fabricators.	1,00,000
9.	Bearing Traders (I) Pvt.Ltd.	236
10.	Best Practice Washrooms Pvt.Ltd.	30,951
11.	Bhagwati Industries	84,104
12.	Bhagwati Packaging.	5,86,962
13.	Bhumica Industries.	6,28,812
14.	C.M.C. Industrial & Hardware Stores	472
15.	Devikrupa Industries.	36,122
16.	Diva Impex	73,306
17.	Drupe Engineering Pvt.Ltd.	4,720
18.	Dynador Entrance Solutions Pvt. Ltd.	23,037
19.	Gayatriba Yogendrasinh Vaghela	84,840
20.	Gloss Pharmaceuticals Pvt.Ltd.	6,392
21.	Go Airlines (India) Limited	10,800
22.	Gopal I. Patel.	2,52,250
23.	Gopinath Engineering	1,87,463
24.	Hariom Metal	2,78,573
25.	Hi-Tech Engineers (Guj) Pvt.Ltd.	7,96,992
26.	Interglobe Aviation Limited- 24Aabc12726B1Z8	42,630
27.	Interglobe Aviation Limited	54,222
28.	Interglobe Aviation Ltd	18,060



 Promoter	 Acquirer	 Company
---	---	--

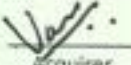
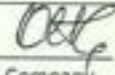
29.	Jainam Traders	608
30.	Kcl Limited	272
31.	Kecious Microtech Pvt.Ltd.	15,00,000
32.	Kesriya Roadways	2,60,810
33.	Krish Roadlines.	1,97,414
34.	Krishna Auxiliaries Pvt.Ltd.	300
35.	Kvs Drivesystems Pvt.Ltd.	47,200
36.	Lomi Enterprise Pvt.Ltd.	1,00,000
37.	Macpro Industries	8,010
38.	Mars Export Services	2,69,568
39.	Mechatronics Solutions	602
40.	Mehta Peripherals & Computers Pvt.Ltd.	1,59,458
41.	Natarajan T.Gnanaskandan & Co	16,575
42.	National Electricals & Electronics Corporation	3,07,596
43.	Natural Enterprise.	546
44.	Nishita Packages Pvt. Ltd.	20,363
45.	Nrs Advisors Pvt.Ltd.	10,000
46.	Om Furniture	13,887
47.	Om Stationers.	65,349
48.	Om Treading	63,876
49.	Patel Bipinkumar Ishwarbhai	2,880
50.	Patel Engineering Works	3,33,156
51.	Perfect Enterprises.	12,15,373
52.	Preksha Precision	236
53.	R K Engineering	79,905
54.	R P Industries	8,815
55.	Radiant Traders.	10,573
56.	Rutu Automation	590
57.	S D Mep Services	17,435
58.	Samarth Hypermarket Private Limited	4,770
59.	Shape Brands Inc.	1,64,358
60.	Shree Consultancy Service	69,187
61.	Shree Patel Saw Mill.	17,31,205
62.	Shree Sai Packaging.	45,891
63.	Shree Steel Building Technology	1,50,000
64.	Shree-Jee Sales Corporation	5,455
65.	Shreeji Marketing Corporation.	301
66.	Shreenath Traders	2,065



 Promoter	 Acquirer	 Company
---	---	--

67.	Siroopsons Security Services.	32,670
68.	Sk The Travel Hub	5,200
69.	Sunpower Security Services	98,256
70.	Sunray Systems	6,15,355
71.	Suntech Laser Solutions	460
72.	Suprabha Protective Products Pvt.Ltd.	53,174
73.	Techno-Skill Engineering Works	2,336
74.	The Standard Electric Works	39,648
75.	Translang Ways Solutions Pvt.Ltd.	6,299
76.	Trupti Enterprise.	27,104
77.	Tuv Sud South Asia Pvt.Ltd.	3,15,033
78.	UI India Private Limited.	1,78,189
79.	Unicorn Travels.	26,87,456
80.	Uttanchal Frieght Carriers.	7,18,962
81.	Vahanvati Engineering	1,75,781
82.	Wipro Enterprises Private Limited	2,00,00,000
	Total	3,60,27,648



 Promoter	 M&C	 Acquirer	 Company
---	--	---	--

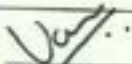
SCHEDULE - III

FUNDAMENTAL ISSUES

The following actions shall be considered as Fundamental Issues:

- a) The increase, alteration, or reduction of authorized and paid-up share capital of the Company, or the cancellation, redemption, re-purchase of share capital of the Company, or the alteration of any rights of any class of shares, or any action having the effect of a reorganization of the share capital of the Company ("**Share Capital Re-organization**").
- b) Amendments to the Organizational Documents of the Company.
- c) Any related party transactions other than pursuant to the Transaction Documents, which is not in the ordinary course of business of the Company.
- d) Engaging in any new business, or discontinue the Business or any business undertaken by the Company, or materially change the nature of Business or the other business undertaken by the Company.
- e) Any Business Reorganization or Merger & Acquisition activity including Merger, Amalgamation, De-merger or Acquisition of any Business or Undertaking; in any manner whatsoever.
- f) Voluntary winding up and / or liquidation of the Company.



 Promoter	 BEL	 Acquirer	 Company
---	--	---	--



SCHEDULE - IV
FORM OF DEED OF ADHERENCE

THIS DEED OF ADHERENCE ("Deed") is made on the [insert] day of [insert] of [insert]

BETWEEN:

(1) _____, [insert name and description of the entity which is acquiring the Equity Securities] (hereinafter referred to as the "**Acceding Party**") of the First Part,

AND

(2) _____, [insert name and description of the entity which is transferring the Equity Securities] (hereinafter referred to as the "**Transferor Party**") of the Second Part

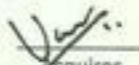
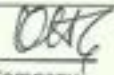
WHEREAS:

This Deed is supplemental to the Share Purchase Cum-Shareholders Agreement dated [•] ("**Agreement**") executed by and amongst and the Company, as amended and/ or supplemented from time to time.

Capitalized terms used but not defined herein shall have the meaning ascribed to such term under the Agreement.

WITNESSETH:

1. The Acceding Party hereby confirms that [[insert name of the Transferor Party] (the "Transferor") has agreed to transfer to it [•] Equity Securities (the "Transfer Shares")) as mentioned in the Schedule hereto.
2. The Acceding Party hereby confirms that it has been supplied with a copy of the Agreement and hereby covenants with and in favor of all present Parties to the Agreement (whether original or by accession), and also for the benefit of all Persons who subsequently become Parties thereto, that with effect from the date hereof, it will assume, fulfill and discharge all obligations and liabilities attached to the Transfer Shares on or after [insert date] and that it will observe, perform and be bound by all the terms of the Agreement as applicable to the Transferor, as if it were a party to this Agreement.

 Promoter	 Transferor	 Acquirer	 Company
---	---	---	--

3. The initial address and other details of the Acceding Party for the purposes of Section 13.5 of the Agreement shall be:

[insert address]

4. This Deed shall be governed by and construed in accordance with the Laws of India. This Deed shall be governed by Section 13.4 of the Agreement which shall be deemed to have been incorporated herein by reference and any reference therein to the Agreement shall be construed to be references to this Deed.

IN WITNESS WHEREOF the Parties hereto have executed this document on the date appearing at the head hereof.

Signed by [insert] on behalf of [Acceding Party]

Authorized Signatory

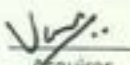
Signed by [insert] on behalf of [Transferor Party]

Authorized Signatory



Schedule

1. Number of Equity Securities proposed to be purchased from the Transferor by the Acceding Party: [•]
2. Price per Equity Security: [•]

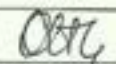
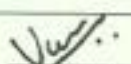
 Promoter	 Acquirer	 Company
---	---	--

Further representations and warranties by the Sellers and/or Promoter

- 2) The Company has and continues to maintain adequate documentation in respect of claims made in the Tax returns. Neither the Promoter nor the Company has received notice of any intention to re-open any closed assessments of the Company as the case may be, for any tax period in respect of which Tax returns have been filed.
- 3) There are no Liens for Taxes upon the Assets of the Company.
- 4) Full and proper provisions or reserve have been made in the Accounts for all Tax liable to be assessed on the Company
- 5) No Contracts involving the Company have taken place or are in existence, that are of a nature that would attract the application of any Law relating to transfer pricing.
- 6) The Company has not entered into or been a party to any scheme or arrangement containing one or more steps which have no commercial purpose other than the avoidance of Tax or reducing or deferring taxation.
- 7) The Accounts of the Company:
- give a true and fair view of the assets, liabilities (including contingent or disputed liabilities) and commitments of the Company and its profits for the financial period to which they relate;
 - accurately state the level of turnover and expenditure of the relevant entity for the period to which they relate;
 - give a true and fair view of the state of affairs of the Company and of its trading performance for the period to which they relate;
 - have been properly prepared in accordance with Indian Generally Accepted Accounting Principles; and
 - comply, as on the Accounts Date, with the requirements of all applicable legislation.

- 8) The Management Accounts for the Company:



 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--



- a. have been prepared in accordance with Indian Generally Accepted Accounting Principles, on a basis consistent with previous management accounts of the Company and the Accounts;
- b. reasonably accurately state the level of turnover and expenditure of the Company for the period to which they relate.

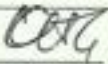
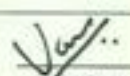
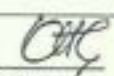
For the purpose of this article, "**Accounts**" means audited financial statements of the Company for Financial Year 2019-20, 2020-21 and 2021-22 and "**Management Accounts**" means unaudited financial statements of the Company for period 01 April 2022 and 31 December 2022.



C) Other Warranties

Intellectual property rights

- 1) The Company is the sole, unencumbered, legal and beneficial owner of the Intellectual Property that it uses, all of which is valid and subsisting and all of which constitutes all the intellectual property required to operate the current business of the Company.
- 2) The Company has never infringed any Intellectual Property where such infringement has or could have a material adverse effect on the Company.
- 3) So far as the Promoter is aware, no claim, action or proceeding is pending or threatened (and no notice has been received) against the Company that alleges that the Company has infringed or is likely to infringe the Intellectual Property of a third party.
- 4) None of the Sellers, current or former shareholders, directors or employees of the Company or any of their Associated Persons owns or retains any right, title and / or interest in or to the Intellectual Property required to operate the business of the Company and any such right, title or interest that any of them may have held has

 Promoter	 MBEL	 Acquirer	 Company
---	---	---	--

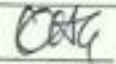
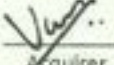
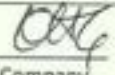
been assigned absolutely and irrevocably to the Company without reservation or restriction.

- 5) So far as the Promoter is aware, no third party is infringing or otherwise violating or misusing any Intellectual Property owned by the Company.

Business warranties:

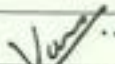


- 1) All the accounts, books, registers, ledgers and financial records of whatsoever kind of the Company are up to date and have been properly and accurately kept in all material respects.
- 2) The Company or the Sellers do not have any liability in respect of any real estate property which has ever been owned, occupied or otherwise used by the Company (other than payment of any property tax or other government dues).
- 3) The Promoter does not own any interest in any business that competes with the Business.
- 4) All the statutory registers required to be maintained by law are properly maintained and safely stored.
- 5) All documents and information that have been provided by the Company (or any person representing the Company) for due diligence are true, accurate and complete.
- 6) There are no claims presently outstanding nor, to the best of the Promoter's knowledge, are there any circumstances which are likely to lead to a claim being made under any insurance policies of the Company.
- 7) The Company has not entered into any insolvency procedure or arrangement with its creditors nor, to the best of the Promoter's knowledge, is any such procedure or arrangement proposed. The Company is not insolvent or unable to pay its debts.

 Promoter	 Seller	 Acquirer	 Company
---	---	---	--

- 8) The Company is not, nor has agreed to become, a member of any joint venture, consortium or partnership nor has it become a party to any distributorship or agency agreement.
- 9) The Company does not have any subsisting share option, profit sharing or other incentive scheme for any of its present or former directors or employees.



 Promoter	 MSEL	 Acquirer	 Company
---	---	---	--

Handwritten signature: *Harf B*

K. MODI
AHMEDABAD
GUJARAT STATE
D. No.
12/2002
CY DATE
7/2027
GUJARAT (INDIA)

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

नयाँ लेखा संख्या कार्ड
Permanent Account Number Card
AERPG1675C

नाम
KISHORNSINH HARDEVSINH GOHL

पिता का नाम/Father's Name
HARDEVSINH JIJUBHA GOHL

जन्म की तिथि
Date of Birth
27/07/1962

हस्ताक्षर
Signature

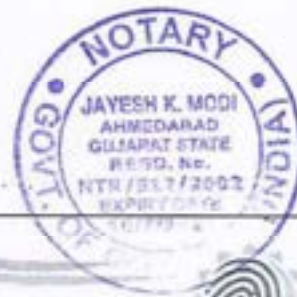
Handwritten signature

NOTARY
JAYESH K. MODI
AHMEDABAD
GUJARAT STATE
REGD. No.
NTR/512/2002
EXPIRY DATE
10/7/2027
GOVT. OF GUJARAT



[Handwritten signature]





 	
ભારત સરકાર Government of India	
ભારતીય વિશિષ્ટ ઓળખાણ અધિકારી Unique Identification Authority of India	
અભિયાન ક્રમ નંબર / Enrolment No.: 08407002500306	
To સરવ ગિરીશ પટેલ M/s. Girish Patel S/O: Girish Patel Nagar Bungalow Spring Valley Road S.G. Highway Behind Kamal Club Daskra Ahmedabad Gujarat - 380058 9879513157	જાહેર આધાર કોડનું પ્રમાણ છે. નાગરિકતાનું નથી. ઓફલાઇન પ્રમાણિત કરવા માટે સુરક્ષિત QR કોડ / ઓફલાઇન XML / ઓનલાઇન પ્રમાણિત કરવા માટે ઉપયોગ કરો. આ ઇલેક્ટ્રોનિક્સ પત્ર છે.
Signature valid  	
તમારો આધાર નંબર / Your Aadhaar No.: 2517 8215 5946 UID (9180 3113 9946 9923) મારી આધાર, મારી ઓળખ	
 સરવ ગિરીશ પટેલ M/s. Girish Patel S/O: Girish Patel Nagar Bungalow Spring Valley Road S.G. Highway Behind Kamal Club Daskra Ahmedabad Gujarat - 380058 2517 8215 5946 UID (9180 3113 9946 9923) મારી આધાર, મારી ઓળખ	ભારતીય વિશિષ્ટ ઓળખાણ અધિકારી Unique Identification Authority of India જાહેર : પ્રમાણિત કરવા માટે સુરક્ષિત QR કોડ, ઓફલાઇન XML / ઓફલાઇન પ્રમાણિત કરવા માટે ઉપયોગ કરો. આ ઇલેક્ટ્રોનિક્સ પત્ર છે. Address: S/O: Girish Patel, Nagar Bungalow, Spring Valley Road, Behind Kamal Club, S.G. Highway, Daskra, Ahmedabad, Gujarat - 380058 2517 8215 5946 UID (9180 3113 9946 9923) મારી આધાર, મારી ઓળખ

[Handwritten Signature]

INDIA

आयकर विभाग
INCOME TAX DEPARTMENT
MOOTECH MACHINES PRIVATE
LIMITED

भारत सरकार
GOVT. OF INDIA

14/11/1990
Permanent Account Number
AABCM5581G



08/12/2009

Handwritten signature





आयकर विभाग
INCOME TAX DEPARTMENT
VARUN U GAJJAR
UDAYANBHAI LALJIBHAI GAJJAR
04/11/1987
PAN/Permanent Account Number
AKAPG6348P
Signature

भारत सरकार
GOVT. OF INDIA
08062006

Vani





भारत सरकार
GOVERNMENT OF INDIA

गज्जर वरुण
Gajjar Varun
DOB: 04-11-1987
Gender: Male

5921 0866 7530

अभिलेख - आम आदमी का अधिकार



Varun



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/o: Udayabhai, 245/13/6,
Sanyagrah Chavani, Satekhe,
Ahmadabad City, Masakhag,
Ahmadabad City, Ahmadabad,
Gujarat, 380015

Address:
S/o: Udayabhai, 245/13/6,
Sanyagrah Chavani, Satekhe,
Ahmadabad City, Masakhag,
Ahmadabad City, Ahmadabad,
Gujarat, 380015



1947
1800 300 1947
help@uidai.gov.in
www.uidai.gov.in
P.O. Box No. 1947,
Bengaluru-560 001

Vani

