

महाराष्ट्र MAHARASHTRA

2022

Sub Treasury Officer
Bramhapur

BS 566385

13 APR 2023

This stamp paper forms an integral part of the Subscription Cum Shareholders Agreement dated May 23rd, 2023 executed by and amongst Ramdevbaba Solvent Private Limited, the Investors (as named therein) and the promoters (as named therein).

Ramdevbaba Solvent Pvt. Ltd.

Ramdevbaba

Director

P. Toma

Ramdevbaba

Ramdevbaba

SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT

This **SHAREHOLDERS AGREEMENT** is executed on 23rd Day of May, 2023
("Execution Date"):

BY AND AMONG:

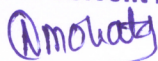
1. M/s. Ramdevbaba Solvent Private Limited, a Private limited company incorporated under the Companies Act, 1956, and having its registered office at Bhaiya Building Anaj Bazar Itwari Nagpur - 440002, Maharashtra (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;
2. Investors as briefed in Annexure I attached to this Agreement (hereinafter referred to as the "**Subscribers/ Investors**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, successors and permitted assigns) of the **SECOND PART**; and
3. Promoters as briefed in Annexure II attached to this Agreement (hereinafter referred to as the "**Promoters**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, successors and permitted assigns) of the **THIRD PART**.

The Company, its Promoters and the Subscriber/ Investors shall be collectively referred to as "**Parties**" and individually as "**Party**."

WHEREAS:

- A. The Company is desirous of raising monies for its business of producing premium quality rice bran oil and promoting the same as the healthiest cooking oil ("Business").
- B. The Investors have agreed to invest their monies in the Company by subscribing to the Securities of the Company vide Term Sheet Dated October 30th, 2022. The Company, in turn has agreed to issue and allot certain Subscription Shares (as defined herein below) to the Investors as more particularly set out in this Agreement.
- C. Subject to the provisions of this Agreement, receipt of all regulatory and other approvals under the Applicable Law, the Company intends to raise further finance for funding its Business activities through an Initial Public Offering (hereinafter defined) within eighteen (18) months from the date of execution of this Agreement.

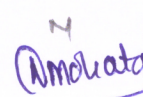
Ramdevbaba Solvent Pvt. Ltd.



Director

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D. **WHEREAS** this Agreement sets out the understanding of the Parties with respect to the issuance and allotment of the Subscription Shares to the Investors and other matters in connection therewith.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties hereby agree as follows:

A. DEFINITIONS AND INTERPRETATION

In this Agreement (including the recitals above and the Annexures and Schedules hereto), except where the context otherwise requires, the following capitalised words and expressions shall have the following meanings:

“**Act**” means the Companies Act, 2013, together with any and all rules made in pursuance thereof, any modifications, amendments and replacements made thereto from time to time.

“**Affiliate**” of a Person (the “**Subject Person**”) means (i) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, Controls (as defined hereinafter), is Controlled by or is under common Control with the Subject Person, and (ii) in the case of any Subject Person that is a natural Person, shall mean a Relative of such Person and any other Person (other than a natural Person) that, either directly or indirectly through one or more intermediate Persons (other than a natural Person) is Controlled by the Subject Person.

“**Agreement**” means this Shareholder’s Agreement and includes all annexures, schedules, exhibits and subsequent written amendments to this Agreement.

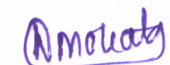
“**Applicable Law**” means all laws, statutes, ordinance, regulations, guidelines, policies, rules, bye- laws, notifications, directions, directives and orders or other governmental restrictions or any similar form of decision of, or determination by, or any interpretation, administration and other pronouncements having the effect of law of the Republic of India or any other applicable jurisdiction by state, municipality, court, tribunal, government, ministry, department, commission, arbitrator or board or such other body which has the force of law in India.

“**Board**” means the board of Directors of the Company.

“**Business Day**” means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Mumbai (India), Bangalore (India) and New Delhi (India).

“**Business Plan**” means the business plan of the Company, as approved by the Investor.

Ramdevbaba Solvent Pvt. Ltd.



Director

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“Charter Documents” means, collectively, the memorandum of association of the Company, as amended or replaced from time to time and the articles of association of the Company, as amended, restated or replaced from time to time.

“Claims” includes such claims that are made by an Indemnified Party (*as defined below*) in respect of any and all Losses suffered or incurred or may be suffered or incurred by an Indemnified Party which arise out of, or result from (i) any material breach of any representation, warranty or covenant made by any Indemnifying Party (*as defined below*) pursuant to this Agreement and/or (ii) any other material breach, violation or default by an Indemnifying Party with respect to any terms of this Agreement, and/or (iii) any fraud, gross negligence, default or willful misconduct of the Indemnifying Party.

“Closing” means, as defined under Clause 2.1 of this Agreement.

“Closing Date” means, as defined under Clause 2.1 of this Agreement.

“Competitor” means those entities which carry on the business similar to the Business, as shall be identified by the Board with written consent of the Investor.

“Consents” means any approval, consent, ratification, waiver, notice or other authorization of or from or to any Third Parties, including without limitation, scheduled banks and financial institutions (other than a Governmental Approval) that may be required in the manner set forth under this Agreement.

“Control” means (including its correlative meanings, **“Controlled by”**, and **“Controlling and under common Control with”**), in relation to any Person, where another Person has direct or indirect ownership or Control, by contract or otherwise of (i) over more than 50% (fifty per cent) of the issued and paid-up voting share capital of such Person, (ii) the composition of at least a requisite majority of the board of directors, partners or other individuals exercising similar authority with respect to such Person, or (iii) the management of that Person or is in a position to direct or cause the direction of the management or the policies of that Person.

“Consummation of the IPO” means the receipt of final listing and trading approval from the Recognized Stock Exchange(s) for the listing and trading of the Equity Shares of the Company pursuant to the IPO and commencement of trading of the Equity Shares on the Stock Exchange(s);

“Deed of Adherence” shall be the deed of adherence agreeing to be bound by the terms of this Agreement as set forth in **Schedule II**.

“Exit Date” means the date on which the Investor’s Exit takes place in terms of this Agreement or the expiry of the period of 18 (Eighteen) months from the

Ramdevbaba Solvent Pvt. Ltd.

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Closing Date, whichever is earlier.

“Exit” means the exit which will be provided to the Investor as contemplated under this Agreement.

“FMV” means the fair market value of the Shares and/or Share Equivalents as determined by a registered valuer (as per the act) and/ or Merchant Banker appointed by the Company with such appointment being on the directions of the Investor(s).

“Fully Diluted Basis” means with respect to any calculation of the number of outstanding shares of the Company, calculated as if all Share Equivalents outstanding on the date of calculation have been exercised or exchanged for or converted into Shares.

“IPO Documents” includes a prospectus, draft red herring prospectus, red herring prospectus, offer document, issue documents, letter of offer or any other document prescribed by SEBI ICDR;

“IPO” or “Initial Public Offering” means an initial public offering of the Shares of the Company (which public offering complies with all applicable legal, regulatory and listing requirement) whether by means of fresh issue of additional Shares, an offer of Shares by the Shareholders or a combination of the foregoing, and the listing of such Shares and their admission to trading on a recognized stock exchange.

“Losses” (including its correlative meaning, “Loss”) includes any and all actual and direct losses, liabilities, obligations, Claims, demands, actions, suits, judgments, awards, fines, penalties, taxes, fees, settlements and proceedings, expenses, royalties, deficiencies, damages (whether or not resulting from third party claims), costs (including costs of investigation, remediation or other response actions), interests, penalties, reasonable out-of-pocket expenses, reasonable attorneys’ and accountants’ fees, in each case actually suffered or incurred, provided that Losses will not include any indirect, consequential, contingent or remote losses.

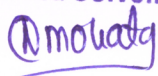
“Person” means any individual, firm, company or other corporate body, Governmental Authority, joint venture, association, partnership or other entity.

“SEBI” means Securities Exchange Board of India.

“SEBI ICDR” means Securities Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time;

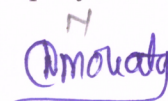
“Shares” means the equity shares of the Company having a face value of INR

Ramdevbaba Solvent Pvt. Ltd.



Director







100 (Indian Rupee Hundred only).

"Shareholder(s)" means each of the Persons whose names are entered in the register of members of the Company.

"Share Capital" means the fully paid-up share capital of the Company determined on a Fully Diluted Basis.

"Share Equivalents" of a company means, preference shares, bonds, loans, warrants, rights, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase common shares of such company or any instrument or certificate representing a beneficial ownership interest in the common shares of such company.

"Subscription Shares" shall have the meaning as set out in Clause 1.1 of this Agreement.

"Subscription Amount" means the aggregate of the Subscription Amount contributed by each of the Investors towards the Company in any manner including for any further acquisition of Shares and/or Share Equivalents.

"Third Party" means any Person which is not a Party to the Transaction Documents.

"Third Party Sale" means a transaction in which any Person agrees to, and completes the purchase of all the Shares and Share Equivalents held by the Investor, in accordance with the terms and conditions set out in the Agreement or as agreed between the Investors, Third Party and Promoters.

"Transaction Documents" means each of this Agreement, the Term Sheet, the Charter Documents, and any such other document as maybe identified by the Company and the Investor.

"Transfer" means the sale, gift, assignment, transfer, transfer of any interest in trust, alienation, encumbrance or disposition of Shares, as the context may require, in any manner whatsoever, directly or indirectly, voluntarily or involuntarily, including, without limitation, any attachment, assignment for the benefit of creditors or appointment of a custodian, liquidator or receiver of any of its properties, business or undertaking.

B. In this Agreement (unless the context requires otherwise):

a) any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or

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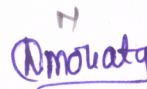
- b) any reference to the singular shall include the plural and vice-versa;
- c) any references to the masculine, the feminine or the neuter shall include each other;
- C. headings to Clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement;
- D. the recitals, exhibits, annexures and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals, exhibits, annexures and schedules to it. Any references to any Clause, Exhibit, Annexure or Schedule are to Clauses, Annexure, Exhibits of and Schedules to this Agreement. Any references to parts or paragraphs are unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears; references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- E. all notices, demands, consents, information or other communication required or permitted to be given or made under this Agreement or any Transaction Document shall be in writing. "Writing", "written" and comparable terms refer to printing, typing and other means of reproducing words in a visible form, including e-mail;
- F. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; and
- G. unless otherwise specified, time periods within or following which any payment is to be made, or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of such period is not a Business Day; and whenever any payment is to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following.

1. ISSUE AND SUBSCRIPTION OF SHARES

Ramdevbaba Solvent Pvt. Ltd.


Director







- 1.1. Subject to the terms and conditions of this Agreement, on Closing Date (hereinafter defined), the Investors agrees to subscribe to and the Company agrees to issue and allot to the Investors **45,000 (Forty-Five Thousand Only)** fully paid-up equity Shares of face value of Rs.100/-, which represent **8.93%** of the post issued, subscribed and fully paid-up Share Capital of the Company (hereinafter referred to as the "**Subscription Shares**") at the subscription price of Rs.1300/- per Share (inclusive of securities premium Rs. 1200/- per share) aggregating to **Rs. 5,85,00,000 (Rupees Five Crore Eighty-Five Lakhs Only)** (hereinafter referred to as the "**Subscription Amount**"). The Subscription Shares shall be issued to the following Investors-

S.NO.	NAME	NO. OF SHARES	RATE (INR)	AMOUNT (INR)
1	VIMAL KISHORE PARWAL	5000	1300	6500000
2	ABHISHEK BHUTRA (HUF)	4000	1300	5200000
3	HARIPRASAD DWARKAPRASAD KARIWALA	4000	1300	5200000
4	SHYAMSUNDER BHARUBAXN MANDAWEWALA	4000	1300	5200000
5	NARAYAN KUMAR KEDIA	4000	1300	5200000
6	SATYA PRAKASH KEDIA	4000	1300	5200000
7	SHRADDHA AGRAWAL	2000	1300	2600000
8	KHUSHBU KEDIA	2000	1300	2600000
9	VIVEK BATRA	2000	1300	2600000
10	PERFECT SALES CORPORATION	4000	1300	5200000
11	KABITA KEDIA	5000	1300	6500000
12	SHEETAL AGARWAL	5000	1300	6500000
	TOTAL	45000		58500000

- 1.2. **No Encumbrances:** The Subscription Shares, to be issued and allotted pursuant to this Agreement shall be issued and allotted free from all encumbrances and shall be credited to the Investors as fully paid-up Shares at the time of Closing.

2. Closing:

- 2.1. "**Closing**" shall take place simultaneously at any place and time as may be mutually agreed upon by the Parties but in no event later than 60 (sixty) Business Days from the Execution Date ("**Closing Date**").
- 2.2. **Closing Actions:** On the Closing Date, the Parties shall complete each of their respective actions as set out in Schedule 1 below. The transactions contemplated under this Agreement to be consummated at Closing Date shall be deemed to occur simultaneously.

Ramdevbaba Solvent Pvt. Ltd.

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3. SALE/TRANSFER OF SHARES

A. GENERAL CONDITIONS

- 3.1 It shall be a condition of any Transfer of Shares by any Shareholder that the transferee enters into a Deed of Adherence.
- 3.2 Subject to any other provision of this Agreement (including the provisions of Clause 3.1) to the contrary-
- (a) The obligations contained in Clause 3.1 shall not apply to any inter-se Transfer of Shares between the Promoters but subject to and with prior intimation to the Investors.
- (b) The Investors may Transfer all or part of the Shares held by it to its Affiliates during the period of this Agreement, provided that such an Affiliate shall be bound by all the terms and conditions of this Agreement.
- 3.3 **Transfer to Non- Affiliates:** Without prejudice to what is mentioned in Clause 3.1, 3B. and other provisions of this Agreement, the Investors shall, at any time, have the right to freely Transfer all or any of the Shares held by it to any Person (other than a Competitor) on such terms as the Investors, may deem fit.

B. RIGHT OF FIRST REFUSAL

- 3.4 Subject to clause 3.1 above, in the event the Investors desires to sell any of the Shares held by him/her/it ("Seller"), the Seller shall send a written notice ("Offer Notice") to the Promoters, as the case may be, indicating the total number of Shares that are proposed to be sold ("Offer Shares"), the name, identity and beneficial ownership of the proposed Third Party purchaser of such Shares ("Purchaser"), the price per Share at which such Offer Shares are proposed to be sold to the Purchaser, subject to the pricing guidelines as prescribed ("Offer Price") and the terms and conditions of the proposed sale with the Purchaser. The Seller shall provide the Promoters with all necessary documentation evidencing the proposed sale to the Purchaser.
- 3.5 The Promoters shall be entitled to purchase at the Offer Price, all of the Offer Shares, within a period of 30 (Thirty) days from the date of receipt of the Offer Notice ("Offer Period").
- 3.6 If such offer is not accepted by the Promoters, as the case may be, in writing within the aforesaid Offer Period, the Seller shall be entitled to sell the Offer Shares to the Purchaser; provided that the sale price shall not be lower than the Offer Price and the terms and conditions of the sale shall be no more favourable than those in the Offer Notice.

3.7 Any sale of Offer Shares to the Promoters or the Purchaser, as the case may be, shall be completed within a period of 45 (Forty Five) days after the expiry of the Offer Period. The Company will co-operate and act in good faith to obtain all consents and approvals that may be required for transfer of the Offer Shares, including consents from the lenders, if required.

3.8 Notwithstanding anything contained hereinabove, Transfer of Shares, without consideration, by any Investors to his/her/its Affiliate, as defined under the Act, from time to time or any trust created by the said Investors, shall be permissible with the prior consent of the Board.

C. Investor's Tag along Rights:

3.9 Subject to the rights of the Investors above, in the event that any Promoter and/or any of its Affiliates ("Transferor") proposes to Transfer to a Transferee, any Shares and/or Share Equivalents ("Sale Shares") held by such Transferor, then the Investors shall at its/his/her sole determination have the right, but not the obligation, to offer its Pro Rata Shares and/or Share Equivalents ("Tag Shares"), to the Transferee on the terms and conditions as set out in the Offer Notice ("Tag Along Right") by giving the Transferor a written notice of the same within the Offer Period ("Tag Along Period").

3.10 In the event that the Investors exercises their Tag Along Right, the relevant Transferor shall not Transfer the Sale Shares unless (i) the Transferee acquires the Tag Shares from the Investors; and (ii) that the Tag Shares are acquired at the Offer Price and on the same terms and conditions as set out in the Offer Notice. Provided that: (a) the Investors will not be required to give any representations and warranties for such Transfer, except representations relating to title to Shares or Share Equivalents, non-encumbrance of Shares or Share Equivalents, and the legal capacity of the Investors; and (b) the Investors shall be entitled to receive their respective cash equivalent of any non-cash component of the consideration received by the Transferor.

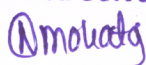
3.11 In the event that the Investors do not exercise its Tag Along Right, then the Tag Along Right with respect to such Person shall lapse and the Transferor shall be free to Transfer all or any of the Sale Shares to the Transferee mentioned in the Offer Notice within of the expiry of 60 (sixty) Business Days of the Tag Along Period.

3.12 The Transferor shall ensure that the Transfer of the Tag Shares occurs simultaneously with the Transfer of the Sale Shares.

3.13 For the purposes of this Clause, "Pro Rata Shares and/or Share Equivalents" means:

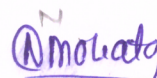
if any Transfer of Shares and/or Share Equivalents by the Promoter(s) results in the Shareholding Percentage of the Promoters falling below 26% (twenty six percent),

Ramdevbaba Solvent Pvt. Ltd.



Director







then all of the Shares and/or Share Equivalents of the Investors shall be Transferred; and (b) if any Transfer of Shares and/or Share Equivalents by the Promoter(s) does not result in the Shareholding Percentage of the Promoters falling below 26% (twenty six percent) of the Company, then such number of Shares and/or Share Equivalents of the Investors which are proportionate to the number of Shares and/or Share Equivalents being Transferred by the Transferor against the total number of Shares and/or Share Equivalents held by such Transferor immediately prior to such Transfer.

4. EXIT COMMITMENT

- 4.1 Subject to the other provisions of this Agreement, receipt of all regulatory and other approvals under the Applicable Law, the Company and the Promoters shall, jointly and severally, on or prior to the Exit Date facilitate an exit to the Investors on a best efforts basis by way of a (A) IPO or (B) Third Party Sale, which shall be endeavored to be completed prior to the occurrence of the Exit Date.

A. IPO

The Company and the Promoters shall initiate the process of the IPO on or prior to the expiry of 18 (Eighteen) months from the Closing Date. Upon completion of the IPO process by the Company within 18 (Eighteen) months from the Closing Date, the same shall be construed as "*deemed exit of the Investors*" and the Company, its Promoters, Board and/or officers shall be relieved and discharged of all obligations as regards providing an Exit to the Investors under this Agreement. Further, upon completion of the IPO process within 18 (Eighteen) months from the Closing Date and simultaneous listing of the Shares of the Company on any recognised stock exchange(s) in India, all the Shares in the Company including those of the Investors shall rank *pari passu* with all other equity shareholders of the Company and this Agreement shall stand terminated in terms of Clause 11 without any further recourse to the Company, its Promoters, Board and officers.

The investors shall be free to sell their shares on the stock exchange or otherwise, after the statutory lock in period (as per SEBI(ICDR)) from the date of listing.

B. THIRD PARTY SALE

If so determined by the Company and Promoters, the Company and the Promoters shall initiate a Third Party Sale of Subscription Shares held by the Investors at FMV and it shall not be lower than the value of shares at the time of investment by the Investors. The Investors shall be indemnified for Losses incurred by them, if any, to the extent of Shares held by them in the Company.

- 4.2 Subject to compliance with Applicable Law, in the event the IPO is not completed within the prescribed time frame, the exit mode as stipulated in Clause 4.1 B would be available to the Investors.

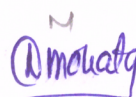
Ramdevbaba Solvent Pvt. Ltd.



Director



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5. CONFIDENTIALITY

- 5.1. Subject to Applicable Laws, the Investors, the Promoters and the Company warrant that they shall, at all times keep confidential, (and shall use best endeavors to procure that their respective employees and agents keep confidential) any Confidential Information which is in their possession or which they may acquire in relation to the other Parties or their Affiliates and shall not use or disclose such information except with the consent of such other party or except as required by the Applicable Laws.
- 5.2. The obligations of the Investors, Promoters and the Company in this Clause 5 shall continue without limit in point of time, but shall cease to apply to any information coming into the public domain other than by breach by the Investors, Promoters or the Company of their obligations therein contained.
- 5.3. Except as provided herein, the Investors, the Company and the Promoters shall not without the prior written consent of the other Parties, other than as required under Applicable Law or any stock exchange, issue any press release or make any formal public announcement in connection with such Party's investment in the Company.

6. REPRESENTATION AND WARRANTIES OF THE PARTIES

- 6.1. Each Party represents that it has the power and authority and is competent to enter into and perform its obligations under this Subscription Cum Shareholders Agreement and this Subscription Cum Shareholders Agreement constitutes a legal, valid and binding obligation, enforceable, including when executed electronically, against it in accordance with the terms of the Shareholders Agreement.

7. EVENT OF DEFAULT

An Event of Default shall be deemed to have occurred in any of the following circumstances ("Event of Default")-

- 7.1. Breach of any material obligation or covenant under this Agreement by the Promoters or the Company. Provided however, no Event of Default (save and except for fraud, willful misconduct, intentional breach or gross negligence) under this Clause shall occur if such breach, if capable of being remedied, is remedied to the satisfaction of the Investors within 30 (thirty) days from the date of occurrence of such an event;
- 7.2. Not providing the Investors with an Exit from the Company in accordance with terms and process as set out in this Agreement;
- 7.3. Any act of fraud, willful misconduct or gross negligence on part of the Company or

the Promoters;

- 7.4. any petition or proceeding of liquidation, insolvency, moratorium or similar laws affecting creditors' rights against the Company being admitted and adjudicated in the National Company Law Tribunal (NCLT) or other appropriate court / tribunal.

8. CONSEQUENCES OF AN EVENT OF DEFAULT

On the occurrence of an Event of Default as stipulated in Clause 7 above, the Exit Date shall stand accelerated and the Company and its Promoters would be required to provide an Exit to the Investors from the Company, within 60 (sixty) days from such occurrence of the Event of Default. The Investors shall be indemnified for Losses incurred by them, to the extent of Shares held by them in the Company.

9. SUSPENSION

- 9.1. In order to facilitate the Company in initiating the IPO process, each of the Investors unconditionally and voluntarily agree to waive and suspend their rights contained under the following provisions of this Agreement, from the date the Company files IPO Documents with SEBI and / or the Stock Exchanges till the date of Consummation of the IPO.

Clauses 3.3 (Transfer to Non-Affiliates),

Clause 3B - Clauses 3.4 to 3.8 (Right of First Refusal);

Clause 3C - Clauses 3.9 to 3.13 (Investor's Tag Along Rights);

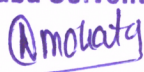
Clause 4.1 B (Third Party Sale) and Clause 4.2;

Clause 8 (Consequences of an Event of Default);

- 9.2. The Exit Date shall stand extended for the period during which the rights of the Investors contained under Clause 3.3, Clause 3B-3.4 to 3.8, Clause 3C-3.9 to 3.13, Clause 4.1B, Clause 4.2 and Clause 8 of the Agreement remain suspended.

- 9.3. Notwithstanding anything contained in this Agreement, Clause 9.1 above shall cease to have effect upon, either (a) the Company withdrawing the Draft Prospectus, or (b) in the event the listing of the Equity Shares pursuant to the Issue is not completed on or before twelve (12) months from the date of receipt of final observations from the SEBI or in-principal approval for listing from the Stock Exchange(s), or (c) the Prospectus is not filed with the Registrar of Companies for any reason, or (d) if the Company and the Promoters otherwise decide not to undertake the IPO for any reasons whatsoever.

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Director







9.4. Upon occurrence of the any of the events stipulated under Clause 9.3 above, the rights of the Investors suspended under Clause 9.1 above [i.e. Clauses 3.3, Clause 3B -3.4 to 3.8, Clause 3C-3.9 to 3.13, Clause 4.1B, Clause 4.2 and Clause 8] shall stand re-instated with full force and effect, without requiring any further action of the Parties, and the Exit Date shall stand extended for the period of suspension in accordance with Clause 9.2 above.”

10. NOTICES

10.1. Unless otherwise stated, all notices, approvals, instructions, demands and other communications given or made under this Agreement shall be in English and in writing and shall be given by email, facsimile, by personal delivery or by sending the same by pre-paid registered mail addressed to the relevant Party at its address or email set out below.

To the Company:

Attn.: Mr. Nilesh Suresh Mohata

Address: Bhaiya Building Anaj Bazar Itwari Nagpur -
440002, Maharashtra.

E-mail: ramdevbabasolvent@gmail.com

To Investors: **As per Annexure I**

To Promoters: **As per Annexure II**

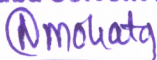
11. TERM AND TERMINATION

11.1. This Shareholders Agreement shall become effective and binding on the Parties on and from the Execution Date.

11.2. The Parties understand and acknowledge that except as may be otherwise agreed amongst the Parties in writing, upon the Consummation of the IPO, the Shareholders' Agreement shall terminate in their entirety without any further act or deed required by any Party.

11.3. The Parties also understand and agree that, all the clauses of the Shareholders' Agreement are still (and shall continue to be) valid, effective and fully in force in accordance with their terms and conditions.

Ramdevbaba Solvent Pvt. Ltd.



Director

 13





- 11.4. This Agreement shall terminate upon earlier of the following: (a) in the event the Shareholders Agreement is terminated; or (b) By the mutual written agreement of all the Parties; or (c) With regard to any Shareholder who is party to this Agreement, either directly or together with their respective Affiliates, ceasing to hold any Equity Shares in the Company.

12. OTHER RIGHTS OF THE INVESTOR

- 12.1 The Promoters and the Company shall formulate the corporate governance plans and policies for the Company and submit the same to the Board for approval.
- 12.2 Irrespective of the number of persons who may become party to the Transaction Documents by virtue of any transfer of the Shares or Share Equivalents held by the Investors or any part thereof, all the rights available to the Investors under this Agreement shall be extended to such new investor(s) subject to each of them signing the Deed of Adherence.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and be construed in accordance with the laws of India, without regard to the principles of conflicts of laws below, the courts of Mumbai shall have exclusive jurisdiction over any disputes, differences or claims arising out of or in connection with the Transaction Documents.

14. DISPUTE RESOLUTION

- 14.1 If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, validity or termination, the aggrieved Party ("Claimant") may give the other Party/ies ("Respondent") notice in writing that a dispute has arisen. The Claimant and the Respondent shall endeavor to settle such dispute amicably. However, where the Claimant and the Respondent fail to amicably settle any dispute within 10 (ten) days of such dispute arising, the dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder ("Arbitration Act").

- 14.2 A Claimant seeking to commence arbitration shall first serve a written notice, specifying the matter or matters to be so submitted to arbitration, on the Respondent hereto.

- 14.3 The Claimant and the Respondent shall appoint one arbitrator each. The arbitrators so appointed shall appoint the final arbitrator who shall act as the Chairman of the arbitration tribunal. In the event that the arbitral panel is not constituted within 60 (sixty) days of raising of any disputes, the dispute shall be resolved by a sole arbitrator appointed in accordance with the Arbitration Act.

- 14.4 The seat of the arbitration, at all times, shall be at Mumbai.
- 14.5 The language of the arbitration shall be English.
- 14.6 All claims and counterclaims shall, to the extent such claims or counterclaims are known at the time any arbitration is commenced, shall be consolidated and determined in the same arbitration proceedings.
- 14.7 The award rendered by the arbitrator or arbitrators shall be final, conclusive and binding on all Parties to this Agreement.

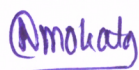
15. FEES AND EXPENSES

The Company hereby undertakes to bear all expenses and fees in connection with this Agreement.

16. CONSENT


- 16.1. Solely with respect to the actions required to be undertaken by the Company in connection with and for the completion of the Issue and in accordance with Applicable Law, each of the Investor Shareholders hereby provides their consent in relation to usage of name of an Investor Shareholder and/or their Affiliates under the Shareholders Agreement, provided that (a) any description of the Investor Shareholder and/or their Affiliates, other than a factual statement indicating the shareholding of an Investor Shareholder or the factual description of the transaction documents to which the Investor Shareholder is a party, shall require the specific approval of the relevant Investor Shareholder, and (b) any description once approved by an Investor Shareholder shall not require a subsequent approval.
- 16.2. Notwithstanding any of the confidentiality obligations imposed on each Party under Clause 5 (Confidentiality) of this Shareholders' Agreement, each Party consents to disclose the terms of the Shareholders' Agreement, as amended and the Transaction Documents, in the IPO Documents in relation to the Issue, to the extent required under Applicable Law and/or as necessary for the purposes of the Issue. Each Party consents to the filing of such copies of this Subscription Cum Shareholders Agreement, and the Transaction Documents, as may be required, along with the copy of IPO Documents, with the SEBI, Registrar of Companies ("ROC") and the Stock Exchanges in relation to the Issue, and to make available copies of this Subscription Cum Shareholders Agreement, and Transaction Documents as material documents for inspection at the registered office of the Company or any other place, to the extent required under Applicable Law and/or as necessary for the purposes of the Issue.

Ramdevbaba Solvent Pvt. Ltd.



Director







17. GENERAL PROVISIONS

- 17.1. This Subscription cum Shareholders Agreement, constitutes the entire agreement between the Parties with respect to the subject matter thereof and shall remain valid, operative, binding, subsisting, enforceable and in full force and effect.
- 17.2. No changes or additions to, or modifications of, this Agreement shall be valid unless made in writing and signed by or on behalf all the Parties hereto including by electronic means.
- 17.3. Any term or provision of this Agreement that is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
- 17.4. This Agreement shall be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format (.pdf)" shall be as effective as signing and delivering the counterparts in person.

18. MISCELLANEOUS

- 18.1. **Assignment:** Except as provided in this Agreement, neither Party shall assign any of their rights, liabilities or obligations under this Agreement to any Person, without the prior written consent of the other Parties. Notwithstanding the foregoing, the Investor shall have a right to assign its rights and/or novate its obligations in favour of any Person to whom the Shares and/or Share Equivalent of the Investor are being Transferred in accordance with the terms of this Agreement.
- 18.2. **Severability:** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or Applicable Law, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected.
- 18.3. **Further Assurance:** Each Party shall cooperate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement. Also, the Promoters shall procure that their respective Affiliates perform their responsibilities under this Agreement, extends their assistance and take all commercially reasonable steps to give effect to the terms of this Agreement.

Ramdevbaba Solvent Pvt. Ltd.



Director



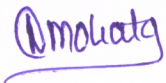
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- 18.4. **No Partnership:** Nothing herein contained shall constitute or be deemed to constitute a partnership between the Parties or constitute either Party as an agent of the other for any purpose. The Parties are independent contractors. None of the Parties shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Parties except as specifically provided by the Transaction Documents.
- 18.5. **Investor not to be considered 'promoter':** The Parties agree that the Investor is merely a financial investor in the Company and are not responsible for the day-to-day affairs of the Company. The Company will make best endeavors and shall take all actions to ensure that the Investor shall not be considered or classified to be "promoter" of the Company or any person acting in concert with the "promoter" of the Company for any reason whatsoever.
- 18.6. **Waiver:** No waiver of any default or breach under this Agreement shall be effective, unless made in writing and signed by an authorised representative of the waiving Party. The waiver of any default or breach under this Agreement by any Party shall not constitute a waiver of any further right hereunder or waiver of the right to terminate this Agreement for any default or breach of a similar nature or under any other terms and conditions of this Agreement.
- 18.7. **Amendment:** No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed by or on behalf of all the Parties, including by electronic means, expressly stating that the parties intend to amend, modify or supplement this Agreement.
- 18.8. **Counterparts:** This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.
- 18.9. **No Agency:** The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party. Each Party is and shall remain independent. None of the Parties shall have authority to enter into any contract or any obligation for, or make any warranty or representation on behalf of the other, or the Company.
- 18.10. **Entire Agreement:** This Agreement constitutes and represents the entire agreement between the Parties with regard to the subject matter hereof and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.


Ramdevbaba Solvent Pvt. Ltd.



Director



17





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

SIGNED SEALED AND DELIVERED

By the within named **FIRST PART**
M/s. Ramdevbaba Solvent Private Limited
a Company registered under Companies Act, 1956,
represented through, Mr. Nilesh Suresh Mohata
Authorised by the board wide its resolution dated
27th September, 2022.

Ramdevbaba Solvent Pvt. Ltd.

Nilesh Suresh Mohata
Director

IN THE PRESENCE OF

1. Rajesh Raut
D2, 2nd floor, Raghunath Apartment -
Laxmipuri, Nagpur
2. Parimal Pawar
40, Sujata Lay out, Indraprasth Nagar, Nagpur

Rajesh Raut

Parimal Pawar

SIGNED SEALED AND DELIVERED
By the within named **SECOND PART**
INVESTORS

"Annexed"

SIGNED SEALED AND DELIVERED
By the within named **THIRD PART**
PROMOTERS of the Company.

Nilesh Suresh Mohata

Nilesh Suresh Mohata

Tushar Ramesh Mohata

Tushar Ramesh Mohata

Prashant Kisanlal Bhaiya

Prashant Kisanlal Bhaiya

IN THE PRESENCE OF

1. Anurag Das
Ambazari tekadi Hill road nagpur 440010
2. Harsh Gulhane
haraman mandir 198, Sadashivnagar, nagpur.
nandanvan, nagpur.

Anurag Das

Harsh Gulhane

SCHEDULE I

ACTIONS TO BE COMPLETED ON THE CLOSING DATE

1. The Investors shall cause the remittance of the Subscription Amount to the company by wire transfer or such other method as may be acceptable to the Investors and the Company.
2. The Company shall, and the Promoters shall cause the Company to:
 - 2.1 In a meeting of the Board
 - 2.1.1 Allot to Investor the Subscription Shares as fully paid;
 - 2.1.2 Authorise the issue of necessary instructions to the Registrar and Transfer Agent of the Company in relation to allotment of the Subscription Shares to the Investor; and
 - 2.2 Issue to the Investor its Subscription Shares, have them credited to their demat account and ensure that the name of the Investor is reflected as the beneficial owner in the index of beneficial owners register maintained by the depository of the Company;
 - 2.3 File form PAS-3 with the Registrar of Companies for issue and allotment of the Subscription Shares;

Ramdevbaba Solvent Pvt. Ltd.

Amohata
Director

P Toma

Amohata
M

Amohata
T

SCHEDULE II
DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made and issued on [●] ('Deed') by [●] (the "Transferee"), between M/s. Ramdevbaba Solvent Private Limited, a Private limited company incorporated under the Companies Act, 1956, and having its registered office at Bhaiya Building Anaj Bazar Itwari Nagpur - 440002, Maharashtra in favour of and for the benefit of each and all of the following [other than the Transferor (as defined herein)]:

- (i) the Parties to the Subscription Cum Shareholders Agreement dated [●] made between [●] and [●];

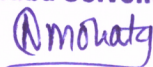
WHEREAS

- (A) (Name of the Party) is the transferee of [●] shares ("Sale Shares") in the issued share capital of the Company by virtue of the instrument(s) of transfer in respect thereof executed by both the Transferee and the (name of the Transferor) ("Transferor").
- (C) By virtue of the Subscription Cum Shareholders Agreement, it is a condition precedent to the registration of transfer of the Sale Shares in the name of the Transferee, that the Transferee executes this Deed and agrees to abide by the terms of the Subscription Cum Shareholders Agreement.

NOW THE PARTIES AGREE as follows:

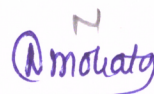
1. In this Deed, all references to the "Subscription Cum Shareholders Agreement" means the Agreement referred to in sub-paragraph (i) above and includes all amendments, additions and variations thereto agreed between the parties thereto.
2. The Transferee hereby covenants and agrees with each of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed:
 - (a) that in consideration of and upon the registration in the Company's Register of Members of the Transferee, as the holder of the Sale Shares, the Transferee will from the date of the registration of the Transferee as holder of the Sale Shares, be bound by, and be entitled to the benefit of, all the terms and conditions of the Subscription Cum Shareholders Agreement which are applicable to it as a Shareholder (as defined in the Subscription Cum Shareholders Agreement) in all respects as if it had been a party thereto; and
 - (b) that this Deed is enforceable against the Transferee by any of the parties, persons and corporations in whose favour and for whose benefit this Deed is executed.

Ramdevbaba Solvent Pvt. Ltd.



Director


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3. For the purpose of Clause 9 (*Notices*) of the Subscription Cum Shareholders Agreement, the address of the Transferee is:
Address: [●]
Attention: [●]
4. Save as may be expressly provided in the Subscription Cum Shareholders Agreement, nothing in this Deed shall operate to release or discharge the Transferor from any of the Transferor's obligations and liabilities under the Subscription Cum Shareholders Agreement.
5. This Deed shall be governed by, and construed in accordance with, the laws of India.

IN WITNESS WHEREOF this Deed has been entered into on the date aforesated.

Ramdevbaba Solvent Pvt. Ltd.

Amouatg

Director

P Toma

H Amouatg

Amouatg

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

I am in receipt of the Subscription Cum Shareholders Agreement ("**Agreement**") dated 23rd day of May, which *inter alia* summaries the key terms and conditions pertaining to the proposed investment in the equity shares of the Company. In this regard, I hereby confirm, accept and acknowledge that I have read all the clauses pertaining to the Agreement (including all the annexures) and I agree to and accept the said Agreement in its entirety so as to abide by all the terms, conditions and stipulations contained therein.

IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.



SIGNED & DELIVERED by:

Investor

Name: Vimal Kishore Parwal

Address: Chitle marg, Flat no- 704, Plot No.10/1,
Royal Crest, Dhantoli, Patwardhan Ground,
Nagpur, 440012, Maharashtra, India

IN THE PRESENCE OF

1.

2.

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

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IN WITNESS WHEREOF, We hereto have set and subscribed my/ our respective hands on the day and the year first hereinbefore written.

SIGNED & DELIVERED by:

Investor

Name: Abhisek Bhutra HUF

Address: D Wing, 1801, Castle Rock,
Hiranandani Garden, Powai,
Mumbai - 400076,
Maharashtra, India

IN THE PRESENCE OF

For ABHISEK BHUTRA HUF

1. .

Abhisek B

KARTA

2.

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
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IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.

SIGNED & DELIVERED by:

Investor H. Kariwala

Name: Hariprasad Dwarkaprasad Kariwala

Address: C/O: A/4003 D B Woods Krishna
vatika Marg, Gokul Dham Mumbai,
400063 Maharashtra, India

IN THE PRESENCE OF

1.

2.

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

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IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.



SIGNED & DELIVERED by:

Investor

Name: Shyamsunder Bharubaxn Mandawewala

Address: 1404 Tower 4 Raheja Tipco heights
Rani Sati Marg Passport office Malad East
Mumbai, 400064, Maharashtra, India

IN THE PRESENCE OF

1.

2.

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

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IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.

SIGNED & DELIVERED by:

Investor



Name: Narayan Kumar Kedia

Address Marwari Para, Jharsuguda
Odisha 768201, India

IN THE PRESENCE OF

1.

2.

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

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IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.



SIGNED & DELIVERED by:

Investor

Name: Satya Prakash Kedia

Address: Sarbhal Road, Near Vinayakpuram
Apartment, Ward No-3, Jharsuguda,
Belapahar, Jharsuguda, Odisha, 768201

IN THE PRESENCE OF

1.

2.

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

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IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.

SIGNED & DELIVERED by:

Investor *Shraddha Agrawal*

Name: Shraddha Agrawal

Address: O/12, Civil Township, Raghunathapali,
Sundergarh, Odisha – 769004

IN THE PRESENCE OF

1. *JAMEER AGRAWAL*
Jameer Agrawal
2. *PURANMAL AGRAWAL*
Puranmal Agrawal

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

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IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.

Khushbu Kedia
SIGNED & DELIVERED by: ✓

Investor

Name: Khushbu Kedia

Address: Flat No F- 502, Maruti Lifestyle,
Parmanand Nagar, Raipur, Chhattisgarh – 492001

IN THE PRESENCE OF

1. *BINIT KEDIA*
F 502, MARUTI LIFE STYLE
RAIPUR
2. *SHUBHAM AGARWAL*
KABIR NAGAR
RAIPUR



THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

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IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.

SIGNED & DELIVERED by:

Investor

Name: Vivek Batra

Address: N2 124 IRC Village Nayapalli
Bhubaneshwar, 751015, Odisha, India



IN THE PRESENCE OF

1. Ganga Bahadur Samra
Near- Koushi Bhawan, C.T. Road.
Post/ Dist- Puri- 752002 (Odisha).
2. Soumya Luchanika Das.
Near City, Lane-9, Kankisagar,
Buddheswar, Khordha-756001

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

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IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.

PERFECT SALES CORPORATION
Gourav Agnewel

SIGNED & DELIVERED BY

Investor

Name: Perfect Sales Corporation

Address: Plot No G2 Civil Township
Raghunathpalli, Rourkela, Sundergarh,
769004, Odisha, India

IN THE PRESENCE OF

1. *Bata Krishna Patra.*
S/o - Bmundaaban Patra.
Dr. No. F/116, Sector-15,
Rourkela-3.
2. *Satya Narayan Nayak*
S/o Haribandhu Nayak
Basanti Colony
Rourkela-12

Bata Krishna

Satya Narayan

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
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IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.

Kabita Kedia

SIGNED & DELIVERED by:

Investor

Name: Kabita Kedia

Address: Shyam Kunj Behind Income
Tax Office Sarbahal Jharsuguda -768201

IN THE PRESENCE OF

1. *Surendra Ray*
AT-Dipapada.
Jharsuguda.
2. *Rajee Budet.*
S/O Radhakanta Budet.
Neo heights.
Jharsuguda

THIS SIGNATURE PART OF SUBSCRIPTION CUM SHAREHOLDERS AGREEMENT
DATED 23RD DAY OF MAY EXECUTED BY AND AMONGST M/S. RAMDEVBABA
SOLVENT PRIVATE LIMITED, THE INVESTORS (AS NAMED THEREIN) AND THE
PROMOTERS (AS NAMED THEREIN)

I am in receipt of the Subscription Cum Shareholders Agreement ("**Agreement**") dated 23rd day of May, which *inter alia* summaries the key terms and conditions pertaining to the proposed investment in the equity shares of the Company. In this regard, I hereby confirm, accept and acknowledge that I have read all the clauses pertaining to the Agreement (including all the annexures) and I agree to and accept the said Agreement in its entirety so as to abide by all the terms, conditions and stipulations contained therein.

IN WITNESS WHEREOF, I hereto have set and subscribed my respective hands on the day and the year first hereinbefore written.



SIGNED & DELIVERED by:

Investor

Name: Sheetal Agarwal

Address: Neo Heights A403, Sarabahal
Jharsuguda Odisha -768201

IN THE PRESENCE OF

1.

2.