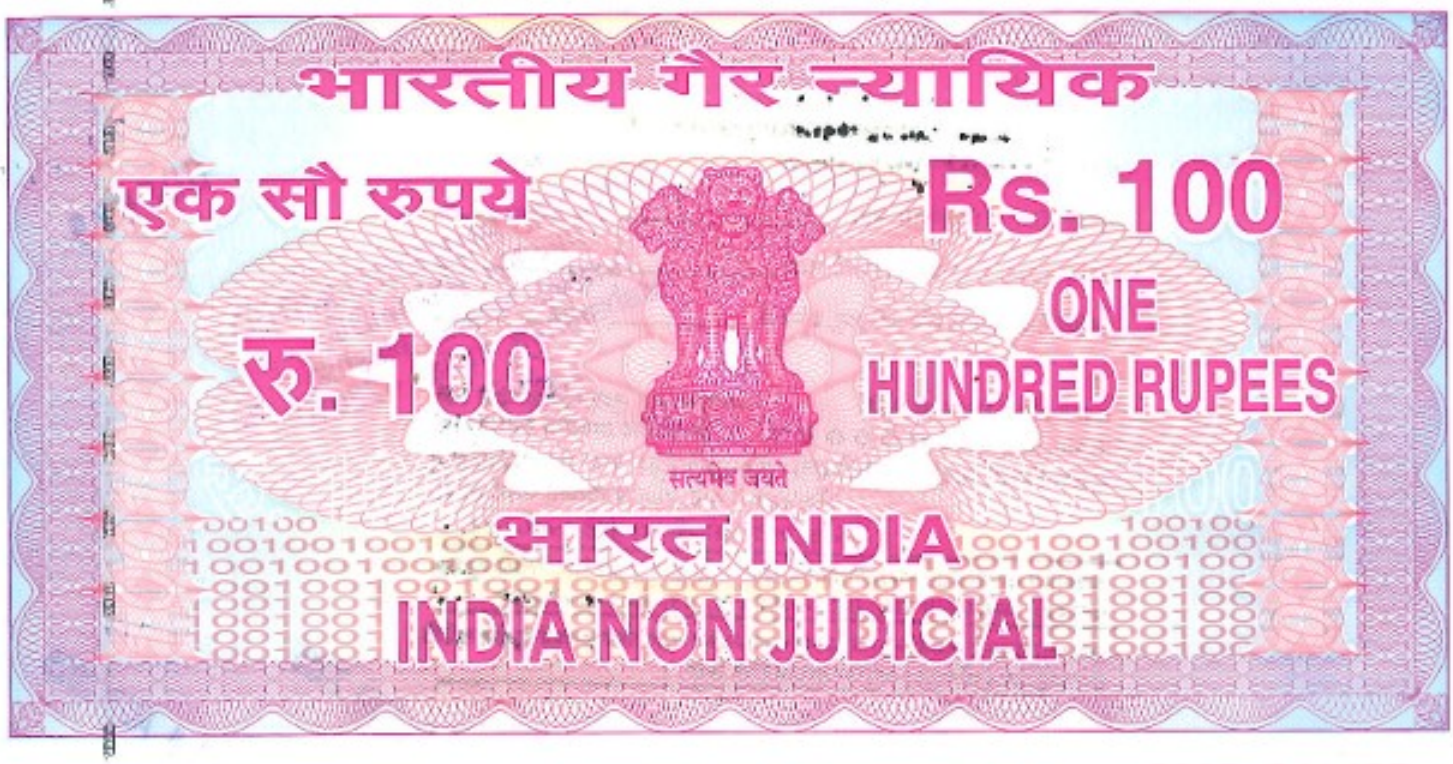

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑

59AB 046473

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र.८०००२१
- 7 AUG 2025
सक्षम अधिकारी

श्रीमती एस. एस. चव्हाण

THE ABOVE ATTACHED NON-JUDICIAL STAMP PAPER FORMS AN INTEGRAL PART OF THE ISSUE AGREEMENT DATED AUGUST 26, 2025, AMONGST SHREYAS FABTECH LIMITED ("SFT" / "ISSUER COMPANY") AND GRETEX CORPORATE SERVICES LIMITED ("GCSL" / "BOOK RUNNING LEAD MANAGER" / GRETEX / GCSL / "BRLM")

For Shreyas Fabtech Limited	For Gretex Corporate Services Limited
FOR SHREYAS FABTECH LIMITED DIRECTOR	GRETEX CORPORATE SERVICES LIMITED ★ MUMBAI
Mr. Shreyas Kantilal Patel **Managing Director** **DIN: 01638788**	**Mr. Arvind Harlalka** **Whole-time Director** **DIN: 00494136**

जोडपत्र-१ Annexure - 1

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

000529

SHREYAS FABTECH LIMITED
Plot No. H37, MIDC
Ambad, Nashik, Nashik,
Maharashtra, India - 422010

मुद्रांक विकत घेणाऱ्याचे नाव _____

मुद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता _____

मुद्रांक विक्रेताकडची नोंद वही अनु. क्रमांक _____

मुद्रांक विकत घेणाऱ्याची सही

परवानाधारक मुद्रांक विक्रेत्याची सही
श्री गोविंद अशोक सहेजराव

परवाना क्रमांक : ८०००२१

मुद्रांक विक्रीचे ठिकाण/पत्ता: बोरीवली ॲडव्होकेट्स बार असोसिएशन
ॲडव्होकेट्स बार रूम बोरीवली कोर्ट लेन,
बोरीवली कोर्ट, बोरीवली (प) मुंबई - ४०० ०९२.

शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक खरेदीची आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४) नुसार

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

18 AUG 2025

18 AUG 2025



महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ ED 874436

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क.८०००२९
12 AUG 2025
सक्षम अधिकारी

श्री. विनायक जाधव

THE ABOVE ATTACHED NON-JUDICIAL STAMP PAPER FORMS AN INTEGRAL PART OF THE ISSUE AGREEMENT DATED AUGUST 26, 2025, AMONGST SHREYAS FABTECH LIMITED ("SFT" / "ISSUER COMPANY") AND GRETEX CORPORATE SERVICES LIMITED ("GCSL" / "BOOK RUNNING LEAD MANAGER" / GRETEX / GCSL / "BRLM")

For Shreyas Fabtech Limited	For Gretex Corporate Services Limited
FOR SHREYAS FABTECH LIMITED DIRECTOR	Arvind GRETEX CORPORATE SERVICES LIMITED MUMBAI
Mr. Shreyas Kantilal Patel **Managing Director** **DIN: 01638788**	**Mr. Arvind Harlalka** **Whole-time Director** **DIN: 00494136**

जोडपत्र-१ Annexure

फक्त प्रतिज्ञापत्रासाठी Only for Afidavit

मुद्रांक विकत घेणाऱ्याचे नाव _____

मुद्रांक विकत घेणाऱ्याचे रहिवाशी पत्ता _____

मुद्रांक विक्रिबाबतची नोंद वही अनु. क्रमांक _____

SHREYAS FABTECH LIMITED
Plot No. H37,MIDC
Ambad, Nashik, Nashik,
Maharshtra, India - 422010

000627

मुद्रांक विकत घेणाऱ्याची सही

परवानाधारक मुद्रांक विक्रित्याची सही
श्री गोविंद अशोक महेजराव

परवाना क्रमांक : ८००००२१

मुद्रांक विक्रीचे नाव/पत्ता: बोरीवली ॲडव्होकेट्स बार असोसिएशन
ॲडव्होकेट बार रूम बोरीवली कोर्ट लेन,
बोरीवली कोर्ट, बोरीवली (प) मुंबई - ४०० ०९२.

[illegible] कार्यालयासमोर/न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक [illegible] आवश्यकता नाही. (शासन आदेश दि. ०१/०७/२००४) नुसार [illegible] कारणासाठी ज्यांनी मुद्रांक [illegible] कला त्यांनी त्याच कारणासाठी मुद्रांक [illegible] [illegible] अंक.

18 AUG 2025

18 AUG 2025

ISSUE AGREEMENT

This Issue Agreement ("**Agreement**") is Made at Nashik on this August 26, 2025, entered into by and Between:

SHREYAS FABTECH LIMITED, a company incorporated under the Companies Act 2013, and having its registered office at Plot No.H37, MIDC Ambad, Nashik- 422010 Maharashtra, India (hereinafter referred as the "**Company" OR "Shreyas" OR "Issuer Company"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART;**

AND

GRETEX CORPORATE SERVICES LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at A-40, Floor 4th, Plot FP-616, (PT), Naman Midtown, Senapati Bapat Marg, Near Indiabulls, Dadar (W), Delisle Road, Mumbai- 400013, Maharashtra, India. (hereinafter referred to as "**Gretex**" or "**Book Running Lead Manager**" / "**BRLM**" / "**GCSL**" / "**GRETEX**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **SECOND PART.**

The Book Running Lead Manager have represented and confirmed that they hold valid certificate of Registration as Category I Merchant Banker issued by Securities & Exchange Board of India (SEBI).

In this Agreement, the "Company", and "BRLM" are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

1. The Company is proposing to undertake an initial public issue of equity shares of ₹ 10/- each (the "**Equity Shares**") of the Company comprising a fresh issue of upto 60,00,000 Equity Shares by the Company (the **"Fresh Issue"**) (the Fresh Issue shall collectively be referred to as the **"Issue"**, unless the context so requires to be issued to the public through the book building method (the "**Book Building Process**"), in accordance with the Companies Act, 1956, and as amended, (the "**Companies Act**"), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended from time to time (the "**SEBI ICDR Regulations**") and such other applicable laws at such price as may be determined or discovered based on the Book Building Process and as agreed to by the Company in consultation with Gretex Corporate Services Limited (referred to as the "**Book Running Lead Manager**" or "**BRLM**") (the "**Issue Price**"). The Issue will be made within India to Indian institutional, Non-institutional and Individual Investors in reliance on Regulation under the United States Securities Act of 1933 (**"U.S. Securities Act"**), (**"Regulation"**). The Issue may also include allocation of Equity Shares to certain Anchor Investors, in consultation with the BRLM, on a discretionary basis, in accordance with the SEBI ICDR Regulations.

2. The Company has approached **Gretex Corporate Services Limited** to manage the Issue as the Book Running Lead Manager ("BRLM") on an exclusive basis. The BRLM has accepted the mandate in terms and conditions of its Mandate Letter with **Shreyas Fabtech Limited** (the "Mandate Letter"), subject to the terms and conditions set out therein subject to the Company entering into a Memorandum of Understanding for the purpose being these present: -

NOW, THEREFORE, the Company and the BRLM do hereby agree as follows: -

1. The Issue would be lead and managed by the BRLM solely.

2. Any change by way of addition to and deletion from the Issue Management team may be affected in prior consultation with the BRLM.

3. The Company hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by

For Shreyas Fabtech Limited	**For Gretex Corporate Services Limited**
FOR SHREYAS FABTECH LIMITED DIRECTOR **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	Arvind Harlalka GRETEX CORPORATE SERVICES LIMITED MUMBAI **Mr. Arvind Harlalka** **Whole-time Director** **DIN: 00494136**

Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes to enable it to make the Issue. The Company also undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:

a. Approval of Lenders regarding the Issue.
b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Project.

4. The present Issue has been authorized pursuant to a resolution of our Board dated August 20, 2025, and pursuant to Resolution of our Shareholders passed in an Extra-Ordinary General Meeting dated August 25, 2025, under Section 62(1)(c) of the Companies Act, 2013.

5. The Company undertakes and declares that any information made available to the BRLM or any statement made in the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus (collectively referred to as "**Issue Documents**") shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.

6. The Company also undertakes to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable the BRLM to corroborate the information and statements given in the Issue Documents.

7. The Company accept full responsibilities to update the information provided earlier and duly communicate to the BRLM in cases of all changes in materiality of the same subsequent to submission of the Issue document to SEBI but prior to opening date of Issue.

8. The Company accept full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Issue.

9. The Company shall, if so required, extend such facilities as may be called for by the BRLM to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Issue.

10. The Company shall extend all necessary facilities to the BRLM to interact on any matter relevant to the Issue with the solicitors / legal advisors, auditors, co-managers, consultants, advisors to the Issue, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Issue in any capacity whatsoever.

11. The Company shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Issue confirm to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the BRLM from time to time and that they shall not make any misleading or incorrect statements in any public communication or publicity material including corporate, product and Issue advertisements of the Company, interviews by its promoters, Directors, duly authorised employees, representatives of the Company, documentaries about the Company or its Promoters, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Issue or their associates or at any press, brokers' or investors' conferences.

For Shreyas Fabtech Limited	**For Gretex Corporate Services Limited**
FOR SHREYAS FABTECH LIMITED DIRECTOR **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	Arvind Harlalka GRETEX CORPORATE SERVICES LIMITED MUMBAI **Mr. Arvind Harlalka** **Whole-time Director** **DIN: 00494136**

12. The Company shall not without prior approval of the BRLM, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Issue such as Advertising Agencies, Printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates / debenture certificates, refund orders / unblocking of funds or other instruments, circulars or advices.

13. The Company shall whenever required and wherever applicable, in consultation with the BRLM, enter into an agreement with the concerned intermediary associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the BRLM.

14. The Company shall take such steps as are necessary to ensure the completion of allotment and despatch of letters of allotment and refund orders / unblocking of funds to the applicants including Non-Residents Indians soon after the basis of allotment is approved by the Designated Stock Exchanges but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013 as disclosed in the Issue Document.

15. The Company shall take steps to pay the underwriting commission and brokerage to the underwriters and stock brokers, etc., within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.

16. The Company shall undertake to furnish such information and particulars regarding the Issue as may be required by the BRLM to enable them to file a report with SEBI in respect of the Issue.

17. The Company shall keep the BRLM informed if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Refund Orders / Unblocking of Funds, Share Certificates, Debenture Certificates, Demat Credit, etc.

18. The Company shall not resort to any legal proceedings in respect of any matter having a bearing on the Issue except in consultation with and after receipt of advice from the BRLM.

19. The Company shall in consultation with the BRLM, file the Issue Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Issue Opening Date.

20. The BRLM shall have the right:

    ⇒ To call for complete details from the promoters of all firms in which the Company and their promoters / directors are connected in any way.

    ⇒ To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Issue are true and correct.

    ⇒ To withhold submission of the Draft Red Herring Prospectus, Red Herring Prospectus and Prospectus to SEBI in case any of the particulars, information, etc., called for is not made available by the company.

21. The responsibility of the BRLM would be limited to the activities as agreed upon in inter-se-allocation of responsibilities.

For Shreyas Fabtech Limited	**For Gretex Corporate Services Limited**
FOR SHREYAS FABTECH LIMITED DIRECTOR **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	GRETEX CORPORATE SERVICES LIMITED MUMBAI **Mr. Arvind Harlalka** **Whole-time Director** **DIN: 00494136**

22. The services rendered by the BRLM are on best efforts basis and in an advisory capacity. The BRLM shall not be held responsible for any acts or omissions by the Company.

23. Any action in connection with the Issue, on behalf of or by the Company shall be subject to prior consultation of the BRLM.

24. The Company shall hereby indemnify and keep indemnified the BRLM, at all times from any claim or demand arising out of or in connection with or in relation to the Issue and holds the BRLM harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.

25. The Company shall in mutual consultation, agree and abide by the advice of the BRLM to suitably defer / postpone the Issue in the event of any happenings which in the opinion of the BRLM would tend to paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Issue.

26. The BRLM shall have the right to withdraw from the Issue if it is felt that it is against the interest of the investors. i.e., if the BRLM finds non-compliances of SEBI (ICDR) Regulations, 2018 and any other major violations of the Laws of the Land by the Company and Company related entities.

27. The Company shall not access the moneys raised in the Issue till finalisation of basis of allotment or completion of Issue formalities.

28. The Company shall refund / unblocking of moneys raised in the Issue to the applicants if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Company shall pay requisite interest amount if so, required under the laws or direction of order of the Board.

29. Further, a separate agreement for syndication / underwriting shall be executed at later stage.

30. Time Frame: The assignment is expected to be completed in the shortest / quickest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Company / Promoters and top management.

31. For all the services rendered and to be rendered, the BRLM shall be paid fees as per the Engagement letter and as per the terms and condition mutually agreed between the company and BRLM.

32. All other expenses such as Legal Advisor Fees, Secretarial Fees, Public Issue Banker Charges, Marketing fees, Publicity, Depository Fees, Mandatory Statutory Advertisement Fees, Printing and Logistic of Prospectus and Forms, Stock Exchange and SEBI filing and biding software fees, Registrar fees including NSDL and CDSL connectivity, Issue Brokerage, Underwriting, Market Making Fees and other Miscellaneous Expenses would be borne directly by our Company on actual basis.

33. In addition to the above 1% of Issue Size has to be paid to the Stock Exchange directly by your company before IPO as security deposit which is refundable after 2 months of the listing.

34. **Termination Clause**

For Shreyas Fabtech Limited	**For Gretex Corporate Services Limited**
FOR SHREYAS FABTECH LIMITED DIRECTOR **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	GRETEX CORPORATE SERVICES LIMITED MUMBAI **Mr. Arvind Harlalka** **Whole-time Director** **DIN: 00494136**

This Agreement shall be valid until the expiry of one year from the date of closing of the Issue, provided that the Company with respect to itself, may terminate this Agreement, with or without providing any reason, with prior written notice of 30 days, to the other Parties.

Notwithstanding the above, the MoU shall terminate on the occurrence of any of the following:

I. Mutual Consent between our Company & GRETEX; or
II. By either our Company or GRETEX upon giving 30 days written notice thereof to the other party; or
III. By Completion of the Transaction;
IV. If our Company decided not to proceed with the Transaction, on receipt of such information by GRETEX.

In case of expiry of agreement or in case our Company terminates this MoU, the amount incurred by GRETEX upto the date of termination of MoU will only be considered valid. Notwithstanding the above after receipt of approval from NSE under EMERGE Platform of National Stock Exchange of India Limited, if our Company does not proceed with the IPO, fees shall still be payable to GCSL as mentioned in the Engagement Letter.

GST & other taxes shall be payable extra in addition to above fees as applicable at the time of payment.

35. Underwriting Fees shall be mutually decided on a later stage.

    The fees shall become due and payable as soon as the above event is completed. At no stage would any of the fees be refunded or become refundable, even if the assignment is not completed for any reason whatsoever. Payments (be it fees, out-of-pocket expenses or any other amount whatsoever) after 15 days from the date of bill / due date shall attract penal charges @ 15% p.a. till the date of settlement.

36. In the event of breach of any of the conditions mentioned above, the BRLM shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the Issue Management. In such an event the Company will be required to reimburse all costs and expenses incurred as determined mutually and also such fee for services rendered till such date of withdrawal, as may be determined mutually by Company and BRLM.

37. If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be Nashik, Maharashtra and the language to be used in the arbitral proceedings shall be English / Hindi.

38. Confidentiality: All information provided by the Company would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Issue Document to confirm to SEBI Regulations.

    Information provided shall be used exclusively for the purpose of the transaction only.

For Shreyas Fabtech Limited	**For Gretex Corporate Services Limited**
FOR SHREYAS FABTECH LIMITED DIRECTOR	GRETEX CORPORATE SERVICES LIMITED * MUMBAI
Mr. Shreyas Kantilal Patel **Managing Director** **DIN: 01638788**	**Mr. Arvind Harlalka** **Whole-time Director** **DIN: 00494136**

IN WITNESS WHEREOF the parties hereto have set their hands on the day and the year hereinabove written.

For and on behalf of **SHREYAS FABTECH LIMITED** FOR SHREYAS FABTECH LIMITED DIRECTOR **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	**Witness** Name: Shashikant G. Kapadnis Address: Ratnapuja Residency Flat No-204, Indira Nagar Nashik-422009 Signature: Kapadnis
For and on behalf of **GRETEX CORPORATE SERVICES LIMITED** Arvind Harlalka GRETEX CORPORATE SERVICES LIMITED MUMBAI **Mr. Arvind Harlalka** **Wholetime Director** **DIN: 00494136**	**Witness** Name: Sandesh Jha Address: Mumbai Signature:

For Shreyas Fabtech Limited FOR SHREYAS FABTECH LIMITED DIRECTOR **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	**For Gretex Corporate Services Limited** Arvind Harlalka GRETEX CORPORATE SERVICES LIMITED MUMBAI **Mr. Arvind Harlalka** **Whole-time Director** **DIN: 00494136**



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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र.८०००९५
- 1 APR 2026
सक्षम अधिकारी
श्री. विनायक जाधव

THIS STAMP PAPER FORMS AN INTERGRAL PART OF ADDENDUM OF MEMORANDUM OF UNDERSTANDING ("ADDENDUM") BETWEEN SHREYAS FABTECH LIMITED ("THE COMPANY"/ "THE ISSUER COMPANY" / "ISSUER" / "SHREYAS") AND GRETEX CORPORATE SERVICES LIMITED ("GCSL" / "BOOK RUNNING LEAD MANAGER" / "BRLM").

For Shreyas Fabtech Limited	For Gretex Corporate Services Limited
For Shreyas Fabtech Limited Director Mr. Shreyas Kantilal Patel Managing Director DIN: 01638788	Gretex Corporate Services Limited Mumbai Arvind Harlalka Wholetime Director DIN: 00494136

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING AGREEMENT

THIS DOCUMENT IS EXECUTED ON NOVEMBER 17, 2026 IN REFERENCE TO THE MEMORANDUM OF UNDERSTANDING DATED AUGUST 26, 2025, BETWEEN THE FOLLOWING PARTIES THAT ARE NAMED BELOW THIS DOCUMENT:

SHREYAS FABTECH LIMITED, a Company incorporated under the Companies Act, 2013 and having its registered office at Plot No.H37, MIDC Ambad, Nashik-422010, Maharashtra, India, (hereinafter referred to as **"the Company"/ "the Issuer Company"/ "Shreyas")** through its Director and Authorised Signatory Mr. Shreyas Kantilal Patel, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **"FIRST PART";**

AND

GRETEX CORPORATE SERVICES LIMITED a company incorporated under the Companies Act, 1956 and having its office at A-401, Floor 4th, Plot FP-616, (PT), Naman Midtown, Senapati Bapat Marg, Near Indiabulls, Dadar (w), Delisle Road, Mumbai-400013 Maharashtra, India, executed through its Managing director Mr. Arvind Harlalka (hereinafter referred to as **"Gretex", "Book Running Lead Manager" / "BRLM" / "GCSL"/GRETEX"**) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **"SECOND PART".**

The Book Running Lead Manager have represented and confirmed that they hold valid certificate of Registration as Category I Merchant Banker issued by Securities & Exchange Board of India (SEBI).

In this agreement, the First Part and Second Part individually referred to as "Party" and collectively referred to as "Parties".

This Original agreement shall be amended as below:

WHEREAS:

NOW, THEREOF, the Company and the BRLM do hereby agree as follows:

4. In Continuation with the earlier resolutions passed by the Board of Directors in their meeting held on **August 20,2025** and by the shareholders of the Company on **August 25, 2025** in relation to the Issue, the present Issue has been authorized pursuant to the resolutions passed by the Board of Directors of our Company at its meeting held on **October 15, 2026** and by the shareholders of our Company by way of a Special Resolution passed at the Extra Ordinary General Meeting ("EGM") held on **October 22, 2026**, in accordance with Sections 23 and 62(1)(c) of the Companies Act, 2013.

This Addendum Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one and the same instrument. Any further changes to the terms and conditions in the Addendum agreement as well as in Original Agreement shall be mutually agreed upon by the Parties.

For Shreyas Fabtech Limited For Shreyas Fabtech Limited Director **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	**For Gretex Corporate Services Limited** Arvind Harlalka Gretex Corporate Services Limited Mumbai **Arvind Harlalka** **Wholetime Director** **DIN: 00494136**

The Parties hereby confirm that they have read and understood the contents of this Addendum Agreement and have executed it voluntarily.

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this here stated addendum.

For Shreyas Fabtech Limited For Shreyas Fabtech Limited Director **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	**For Gretex Corporate Services Limited** Gretex Corporate Services Limited Mumbai **Arvind Harlalka** **Wholetime Director** **DIN: 00494136**

IN WITNESS THEREOF, the parties have set their hands hereunto on the day and year hereinabove written.

For and on behalf of **Shreyas Fabtech Limited** For Shreyas Fabtech Limited Director **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	**Witness** Name: KISHAN BHOTHARA Address: MUMBAI Signature
For and on behalf of **Gretex Corporate Services Limited** Arvind Harlalka Gretex Corporate Services Limited Mumbai **Arvind Harlalka** **Wholetime Director** **DIN: 00494136**	**Witness** Name: Prerna Bhoite Address: Mumbai Bhoite Signature

For Shreyas Fabtech Limited For Shreyas Fabtech Limited Director **Mr. Shreyas Kantilal Patel** **Managing Director** **DIN: 01638788**	**For Gretex Corporate Services Limited** Arvind Harlalka Gretex Corporate Services Limited Mumbai **Arvind Harlalka** **Wholetime Director** **DIN: 00494136**