

RUDRA ECOVATION LIMITED

(Formerly known as HIMACHAL FIBRES LIMITED)

CIN - L17119HP1980PLC031020/ L43292HP1980PLC031020

Registered Office- Plot No. 43-44, Industrial Area, Barotiwala-174103 (Himachal Pradesh)

Date: 17.06.2024

BSE Limited
Phiroze Jeejeebhoy Towers,
Dalal Street
Mumbai-400001

RUDRAECO | 514010 | INE723D01021

Sub: Shares Subscription Agreement

Dear Sir,

We hereby enclose herewith the Shares Subscription Agreement entered between Rudra Ecovation Limited and Shiva Textfabs Limited as duly approved.

Kindly take this in your records.

Sincerely,

For RUDRA ECOVATION LIMITED
(Formerly Himachal Fibres Limited)

(Nancy Singla)

Company Secretary cum Compliance Officer



सत्यमेव जयते

INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No. : IN-PB16716558107968W
 Certificate Issued Date : 17-May-2024 01:38 PM
 Certificate Issued By : pbjogimlu
 Account Reference : NEWIMPACC (SV)/ pb7134404/ LUDHIANA/ PB-LD
 Unique Doc. Reference : SUBIN-PBPB713440433967286405686W
 Purchased by : VIJAY KUMAR TIWARI
 Description of Document : Article 5 Agreement or Memorandum of an Agreement
 Property Description : Not Applicable
 Area of Property : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SHIVA TEXTFABS LTD
 Second Party : RUDRA ECOVATION LTD FORMERLY HIMACHAL FIBRES LTD
 Stamp Duty Paid By : SHIVA TEXTFABS LTD
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)
 Social Infrastructure Cess(Rs.) : 0
 (Zero)
 Total Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

For RUDRA ECOVATION LIMITED

Director

QE 0005736203

Statutory Alert:

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

SHARE SUBSCRIPTION AGREEMENT

THIS AGREEMENT made at Ludhiana on this 18th day of MAY 2024 by and between:

M/s RUDRA ECOVATION LIMITED (CIN: L17119HP1980PLC031020/L43292HP1980PLC031020), a company incorporated under the Companies Act, 1956 and having its registered office at PLOT NO. 43-44, INDUSTRIAL AREA, BAROTOWALA, Himachal Pradesh, India, 174103 (hereinafter referred to as the "Investor" which expression shall include its successors, Affiliates and assigns) as the party of the FIRST PART.

And

M/s SHIVA TEXTFABS LIMITED (CIN: U18101PB1993PLC013745), a company incorporated under the Companies Act, 1956 and having its registered office 4th Floor, Woodstock Tower, B-35/958, Adarsh Nagar Ferozepur Road, Opposite Waves Mall, Ludhiana, Punjab, India, 141008 (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, legal representatives, executors, administrators and permitted assigns) of the SECOND PART.

And

The following promoters of Shiva Textfabs Limited as party of the THIRD PART:-

1. Mr. AKHIL MALHOTRA son of Mr. BAL KRISHAN MALHOTRA, resident of House No. 5-D, Club Enclave, Barewal, Rajguru Nagar, Ludhiana, Punjab-141012,
2. Mrs. SIMMI MALHOTRA wife of Mr. Akhil MALHOTRA, resident of House No. 5-D, Club Enclave, Barewal, Rajguru Nagar, Ludhiana, Punjab-141012
3. Shiva Spinfab Private Limited, a company incorporated under the Companies act, 1956, having its Registered office at B-18,121/A City Tower, Model Town, Upper Ground Floor, Ludhiana.
4. Yogindera Worsted Limited, a company incorporated under the Companies act, 1956, having its Registered office at 4th Floor, Wood Stock Tower, B-35/958, Adarsh Nagar, Ferozepur Road, Opposite Wave Mall, Ludhiana.
5. Shiva Texchem (Gujarat) Private Limited, a company incorporated under the Companies act, 1956, having its Registered office at 4th Floor, Wood Stock Tower, B-35/958, Adarsh Nagar, Ferozepur Road, Opposite Wave Mall, Ludhiana.
6. Rudra Ecospin Recyclers Limited, a company incorporated under the Companies act, 1956, having its Registered office at 4th Floor, Wood Stock Tower, B-35/958, Adarsh Nagar, Ferozepur Road, Opposite Wave Mall, Ludhiana.

The initial promoters of the Company, (hereinafter referred to as the "Initial Promoters").

For RUDRA ECOVATION LIMITED

Director

For Shiva Textfabs Ltd.

Director

For Shiva Spinfab Pvt Ltd

Director

For Yogindera Worsted Ltd.

Director

For Rudra Ecospin Recyclers Ltd.

Director

For Shiva Texchem (Gujrat) Pvt. Ltd.

Director

Unless contrary to the context hereof, the Investor, the Company and the Initial Promoters shall be collectively referred to as Parties and individually as "Party".

WHEREAS

- A. The Initial Promoters are the Directors and the beneficial and legal owners of 99.26% of the total issued and paid up share capital of the Company and are using their expertise for running the business of the Company. The Company is in the process of expanding its business activities and is in the process of raising funds, etc.
- B. The Investor is a company listed on Bombay Stock Exchange and is willing to acquire at least 20% equity shares of the total shareholding of the Company. The Initial Promoters and the Company has offered to allot to the Investor equity Shares in the Company such that after such allotment the shareholding of the Investor shall be more than 20% of the total shareholding of the Company.
- C. The Initial Promoters shall also invest in the equity shares in the Company at the same valuation as the Investor by way of conversion of their loan already received by the company in pursuance of the provisions of agreement dated 21st October, 2023 of Rs. 50 crores appx, into fully paid equity shares.
- D. The issuance of the shares to the Investor shall be done. The application money shall be payable immediately and the balance shall be payable upon the call by the company. After the said balance payment by the investor, the shares shall become fully paid up.
- E. As on the date of this Agreement, the authorized capital of the Company is Rs 35,50,00,000/- (Thirty five Crores, Fifty lakhs Only) (hereinafter referred to as the "Authorised Capital") divided into 3,55,00,000 (Three Crores, Fifty Five Lakh) equity Shares (as defined hereinafter). The present issued, subscribed and paid-up equity share capital of the Company is Rs. 25,77,45,720/- (Twenty-Five Crores Seventy-Seven Lakh Forty Five Thousand Seven Hundred and Twenty Only) divided into 2,57,74,572 (Two Crores Fifty-Seven Lakh Seventy-Four Thousand Five Hundred and Seventy-Two) equity Shares.
- F. The Company has agreed, in order to meet its strategic, financial and business interests, to increase its authorised capital and thereafter allot equity Shares to the Investor.
- G. As on the date of this Agreement, the Initial Promoters of the Company hold 99.26% of the fully paid up equity share capital of the Company. The details of shareholding are set out in SCHEDULE I.
- H. In consideration for the proposed investment by the Investor, the Company shall make an issue and allotment to the Investor of 7040936 fully paid up

For Shiva Textabs Ltd.

For Shiva Spinlab Pvt Ltd

For RUDRA ECOVATION LIMITED

Director

Director

Director

-2-

For Yogindera Worsted Ltd.

For Rudra Ecospin Recyclers Ltd.

For Shiva Texchem (Gujrat) Pvt. Ltd.

Director

Director

Director

equity shares of the Company of a face value of Rupees 10 per share at a premium of Rs. 203.75 per share representing 21.46 % of the expanded Share Capital (as defined hereinafter) of the Company (the "Investor Shares").

- I. At the request of the Company and the Initial Promoters, and relying on their representations, Warranties and covenants as hereinafter set out, the Investor has agreed to subscribe to the Investor Shares constituting 21.46% of the Share Capital.
- J. The Parties hereto agree that their respective rights and obligations with regard to their business relationship between them inter se and with the Company will be interpreted, acted upon and governed solely in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL CONVENANTS, TERMS AND CONDITIONS HEREINAFTER EXPRESSED, AGREE AS FOLLOWS:-

1. INVESTMENT BY INVESTOR

- 1.1. The Investment: Relying on the Warranties, the Investor has agreed to subscribe to the Investor Shares, and the Company relying on the representations and warranties of the Investor has agreed to allot Investor Shares to the Investor.
- 1.2. Subscription And Allotment: Upon the terms and subject to the conditions of this Agreement and subject to the approval of any relevant authority, the Company agrees to allot and issue the Investor Shares to the Investor and the Investor agrees to subscribe to the Investor Shares. The payment of dividend, if any, on the Investor Shares shall be made from the date of allotment of the shares to the Investor.
- 1.3 The Investor shall transfer the subscription money being Rupees 15.05 crores only (Rs. 150500007/-) to the Company within a period of 60 days from the date of execution of this Agreement.
- 1.4 The Company shall allot to the Investor all of the Investor Shares fully/partly paid and shall make the necessary entries in its Register of Members within a period of 7 days from the receipt of the subscription money/call money and shall issue to the Investor (or as it may have directed) certificates for the Investor Shares (in such lots as it may have directed).
- 1.5 For consummation of this Agreement, the Company shall:
 - (a) File with the concerned Registrar of Companies, applicable forms/returns and/or other documents in connection with the issuance and allotment of the Equity Shares, as required under the

For RUDRA ECOVATION LIMITED

Director
For Yogindera Worsten Ltd.
RKV
Director

For Shiva Textfabs Ltd.

Director -3-

For Rudra Ecospin Recyclers Ltd.

Director

For Shiva Spinfab Pvt Ltd.

Director
For Shiva Texchem (Gulrat) Pvt. Ltd.
Director

Companies Act, 2013 within the prescribed time allowed under that Act; and;

2. CONDITIONS PRECEDENT TO EXECUTION

2.1 Conditions Precedent: This Agreement has been executed by the Investor on its satisfaction of the following conditions:

- 2.1.1. Performance: The Company and the Initial Promoters have performed all of the obligations hereunder required to be performed by them on or prior to the Execution and further have undertaken to perform all other statutory obligations as required by the laws in force;
- 2.1.2. Due Diligence: Completion of all the legal and financial due diligence of the Company to the satisfaction of the Investor.
- 2.1.3. Warranties: The Warranties of the Company and Promoters and the representations and warranties of the Investor shall be true and correct in all material respects at and as of the Execution Date, as if made at and as of such date;
- 2.1.4. Signature and execution: This Agreement has been signed and executed by the Parties hereto and shall be in full force and effect;
- 2.1.5. Receipt of documents: The Investor has received all documents relating to the incorporation of the Company, and the board resolution of the Company authorising the execution and delivery of this Agreement;
- 2.1.6. Resolutions: The passing of the Board Resolutions/Shareholders Resolutions.

3. USE OF SUBSCRIPTION PROCEEDS

- 3.1 Use of Proceeds: The Company, the Initial Promoters and the Investor have agreed that the subscription funds shall be used only for the expansion of business activities of the Company.
- 3.2 Material Breach: The use of the Subscription Price for purposes other than for those set out in clause 3.1 or as agreed between the parties in writing, shall result in a Material Breach of this Agreement.

For RUDRA ECOVATION LIMITED

Director

For Shiva Textfabs Ltd.

Director

For Shiva Spinlab Pvt Ltd.

Director

For Yogindera Worsted Ltd.

Director

For Rudra Ecospin Recyclers Ltd.

Director

For Shiva Texchem (Gujrat) Pvt. Ltd.

Director

4 WARRANTIES

- 4.1 Warranties: The Investor has entered into this Agreement on the basis of the Warranties of the Company and the Initial Promoters set out in SCHEDULE 2.
- 4.2 Reliance on Warranties: The Investor acknowledges that the Initial Promoters and the Company are relying on the accuracy of the Warranties detailed in SCHEDULE 3 of this Agreement.
- 4.3 The Company covenant and warrant to each other that they are not in any way restricted from entering into this Agreement except subject to such Regulatory Approvals as may be required.

5 CONFIDENTIALITY

- 5.1 Information: The Initial Promoters and the Company warrant that they shall at all times use their best endeavours to keep confidential, information which is in their possession or which they may acquire in relation to the Investor or concerning the Investor.
- 5.2 The Investor shall at all times keep confidential, and information which is made known to it or otherwise comes to its knowledge, or which it may acquire in relation to the Initial Promoters and/or the Company or concerning them.
- 5.3 Obligations: The obligations of each of the Parties contained 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 otherwise than by breach by any such Party of its obligations therein contained.
- 5.4 Applicability: The Company shall ensure that by entering into appropriate agreements, the terms of confidentiality under this clause shall extend to all the Company's present and future Shareholders.

6 FINANCIAL INFORMATION

- 6.1 Accounting Matters:
 - 6.1.1 The Company agrees to keep the Investor informed of the current performance of the Company and of all material developments affecting the future operations of the Company or the Property of the Company.
 - 6.1.2 The Company shall prepare and present to the Investor the following financial statements and reports derived from the books of accounts maintained by it:

(a) balance sheet;

For Shiva Textfabs Ltd.

JS

[Signature]
Director -5-

For Shiva Spinlab Pvt. Ltd.

[Signature]

Director

For RUDRA ECOVATION LIMITED

[Signature]

Director

For Yogindera Worsted Ltd.

RRV

[Signature]

Director

For Rudra Ecospin Recyclers Ltd.

SKP *[Signature]*

Director

For Shiva Texchem (Gujrat) Pvt. Ltd.

[Signature]

Director

- (b) profit and loss account; and
- (c) such other statements/reports as may be decided by the Board and required under any law, regulatory and/or statutory guidelines.

7 COVENANTS

- 7.1 No Restriction:** The Company and the Initial Promoters covenant and warrant to each other that they are not in any way restricted from entering into this Agreement.
- 7.2 No Dispute:** The Company covenants that there are no disputes pending, regarding the ownership of the property and ownership of the Shares of the Company.
- 7.3 Waiver of Pre-Emption Rights:** The Initial Promoters covenant that they shall waive any pre-emption rights, which they may have in respect of the issue of the Investor Shares to the Investor.
- 7.4 Conformity with Various Laws:** The Company and the Initial Promoters jointly and severally covenant that they shall act fully in conformity with the various laws applicable to the Company.
- 7.5 General:** The Initial Promoters and the Company hereby jointly and severally covenant with the Investor that the provisions of this Clause 7, shall continue to have full force and effect till the time the Investor holds 21.46 % of the shares in the Company.

8 INVESTOR PROTECTIONS

- 8.1 Appointment of the Investor Director:** The Investor may have the option to appoint an Investor Director in the general meeting of the Company.
- 8.2** After allotment of 7040936 shares (21.46%) to the Investor, the Company shall become an associate company of the Investor as per the provisions of the Companies Act, 2013.
- 8.3** Without prejudice to the provisions of the Companies Act, 2013, the Company shall act in respect of the matters set out below only after the matter has the prior approval of the Parties by 90% Vote of the Shareholders:
 - (a) any amendment to the Articles of Association;
 - (b) any amendment to the Memorandum of Association;
 - (c) removal of the Director appointed by Investor;
 - (d) the issue of any additional Shares or the offer or issue of any Shares or other securities of the Company for subscription;

For Shiva Textfabs Ltd.

[Signature]
Director

For Shiva Spinlab Pvt. Ltd.,

[Signature]
Director

For RUDRA ECOVATION LIMITED

[Signature]
Director

For Yogindera Worsted Ltd.

[Signature]
Director

For Rudra Ecospin Recyclers Ltd.

[Signature]
Director

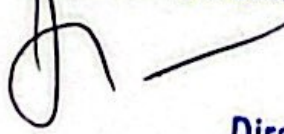
For Shiva Texchem (Gujrat) Pvt. Ltd,

[Signature]
Director

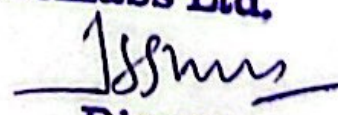
- (e) the Company entering into any arrangement to borrow money or raise any financial accommodation other than normal business transactions of the Company with the Banks;
- (f) the Company giving any guarantee or creating any encumbrance over any of its assets other than normal business transactions of the Company with the Banks;
- (g) the voluntary winding up of the Company;
- (h) the registration or establishment of any subsidiary of the Company or permitting the disposal or dilution, directly or indirectly, of the Company's interest in any subsidiary of the Company or acquiring an interest in any entity or disposing of any interest in any entity;
- (i) the approval of any transfer of, or other dealings with, any Shares or other securities of the Company or any interest in or rights attaching to any Shares or other securities of the Company, other than any transfer of Shares permitted or required under this Agreement;
- (j) the Company entering into any contract or arrangement with a third party under which a Party or an Affiliate of a Party derives any financial benefit other than normal business transactions of the Company;
- (k) Any proposal for a merger, amalgamation, reorganization, restructuring or consolidation of the Company (regardless of whether the Company is the entity surviving such merger, amalgamation, reorganization, restructuring or consolidation).
- (l) Any other financial decision other than normal business transactions of the Company.

8.4 The Articles of Association of the Company shall, to the maximum extent possible incorporate the terms and conditions contained herein. If there is any inconsistency or conflict between the provisions of the Company's Articles of Association and this Agreement, such inconsistency or conflict shall be resolved by the Shareholders promptly taking affirmative efforts to amend the Articles of Association of the Company to eliminate such inconsistency or conflicting provision or term from the Articles of Association and to replace it with a provision or term that is consistent with the provisions of this Agreement to the extent permitted by the applicable law, or by taking such other remedial action as is reasonably acceptable to both the Parties.

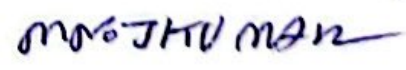
For RUDRA ECOVATION LIMITED


Director

For Shiva Textfabs Ltd.


Director


For Shiva Spintex Pvt. Ltd.


Director

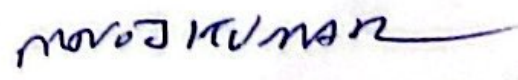
For Yogindera Worsted ...


Director

For Rudra Ecospin Recyclers Ltd.


Director

For Shiva Texchem (Gujrat) Pvt. Ltd.


Director

9. **COMPOSITION AND CONDUCT OF THE BOARD**

9.1 Time: A meeting of the Board shall be convened and held at least once every calendar quarter.

9.2 Composition: The Board shall consist of a minimum of 3 Directors and maximum of 12 Directors subject to the composition required to be maintained as per the provisions of Companies act 2013.

9.3 Quorum: The quorum of meetings of the Board shall be at least one third of the total strength of the Board or three (3) Directors, whichever is higher subject to the provisions of Companies act 2013.

9.4 Notice And Agenda For Meeting: Pursuant to the signing of this Agreement, the Investor Director, if appointed, shall be given, not less than three (3) Days prior written notice of any meeting of the Board (or shorter notice if agreed to by all the Directors) accompanied by a written notice specifying the business of such meeting, copies of all papers that shall be relevant for such meeting including a copy of the latest available quarterly Management Accounts and cash flow statements and a report to the Board by the managing director as to the general level of business conducted during the preceding quarter.

10. **SHARE TRANSFER**

10.1 Save as otherwise expressly provided in this Agreement, none of the Initial Promoters shall, during the term of this Agreement, dispose of any part of the legal and beneficial interest in any of its Shares at any time except if the transfer is made to the Investor in compliance with this Agreement and the provisions of the Amended Articles.

10.2 Nothing contained in this Agreement shall restrict the Parties to create a pledge on their Shares for the purpose of raising any loan provided that the same are not pledged with competitors, rivals or their affiliates.

11 **GOVERNING LAW AND JURISDICTION**

11.1 Governing Law: This Agreement is governed by and is to be construed in accordance with the laws of the Republic of India without regard to its conflicts of law rules.

11.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement ("Proceedings"), the Parties irrevocably submit to the jurisdiction of courts in Ludhiana, Punjab only and waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

For Shiva Textabs Ltd.

Director

For Shiva Spinlab Pvt. Ltd.

Director

For RUDRA ECOVATION LIMITED

Director

-8-

For Yogindera Worsted Ltd.

Director

For Rudra Ecospin Recyclers Ltd.

Director

For Shiva Texchem (Gujrat) Pvt. Ltd.

Director

12. TERMINATION

12.1 Grounds for Termination: Subject to clause 8, this Agreement may be terminated at any time:

12.1.1 by any Party if there shall be any law or regulation that makes consummation of the transactions contemplated herein illegal or otherwise prohibited or if consummation of the transactions contemplated herein would violate any non-appealable final order, decree or judgment of any court or governmental body having competent jurisdiction; or

12.1.2 by any Party if the other Party commits a Material Breach of this Agreement of any of its obligations under this Agreement and shall fail to remedy such breach (if capable of remedy) within thirty (30) days after being given notice by the first Party to do so.

12.1.3 on merger and/or amalgamation / acquisition of the Company

12.1.4 If either Party (being a Company) shall go into liquidation whether compulsory or voluntary (except for the purpose of a bonafide reconstruction or amalgamation with the consent of the other Party such consent not to be unreasonably withheld) or if an administrator shall be appointed or if a receiver, administrative receiver, or manager shall be appointed over any part of the assets or undertaking of the other Party and such order continuing for a period of six months;

12.1.5 if a resolution is passed to wind up the Company or if a liquidator is otherwise appointed (but without prejudice to any rights any Party may have against the other, arising prior to such termination).

12.1.6 If at any time as a result of a transfer of Shares made in accordance with this Agreement, the Party holds no Shares in the capital of the Company but without prejudice to any rights which any Party may have against any other Party arising prior to such termination and/or that the obligations of a continuing nature that survive the termination of this Agreement;

12.2 Effect of Termination: Termination of this Agreement shall be without liability of any Party (or any shareholder, Director, officer, employee, agent, consultant or representative of such Party) to the other Parties; provided that if such termination shall result from the (i) wilful failure of any Party to fulfill a condition to the performance of the obligations of any other Party, (ii) failure to perform a covenant of this Agreement; or (iii) Material Breach, such Party shall be fully liable for any and all direct Loss incurred or suffered by any other Party as a result of such failure or breach.

For Shiva Textfabs Ltd.

JS

Director

For Shiva Textchem (Gujrat) Pvt. Ltd.

MV J H U M A R

Director

For RUDRA ECOVATION LIMITED

Director

For Yogindera Worsted Ltd.

RKV

Director

For Rudra Ecospin Recyclers Ltd.

SKP

Director

For Shiva Textchem (Gujrat) Pvt. Ltd.

MV J H U M A R

Director

13. DISPUTE RESOLUTION AND ARBITRATION

- 13.1 The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion failing which, by arbitration.
- 13.2 The Parties shall submit all disputes and differences howsoever arising out of or in connection with this Agreement to arbitration by a sole arbitrator to be mutually agreed upon by the Parties hereto. Failing such agreement, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be held in Delhi, on dates that shall be fixed by the Arbitrator. The proceedings shall be conducted in English only. The Arbitration shall apply the Indian law.

14. GENERAL

- 14.1 No Partnership: Nothing herein contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or any of them, and no Party shall hold himself out as an agent for any other Party, except with the prior written consent of the other Parties.
- 14.2 Entire Agreement: This Agreement represents the entire agreement between the Parties and shall supersede any previous agreement or understanding between all or any of the Parties in relation to all or any such matter.
- 14.3 Time: Time shall be of the essence provided that any date or period as set out in any Clause may be extended with the Investor's consent.
- 14.4 Independent Rights: Each of the rights of the Investor under this Agreement are independent, cumulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other rights of the Investor, whether under this Agreement or otherwise.
- 14.5 Counterparts: This Agreement may be executed in 2 counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such documents or counterparts.
- 14.6 Variation: No variation of this Agreement shall be binding on any Party unless, and to the extent that such variation is recorded in a written document executed by such Party, but where any such document exists and

For RUDRA ECOVATION LIMITED

Director

For Yogindera Worsted Ltd.

Director

For Shiva Textfabs Ltd.

Director

For Shiva Spintab Pvt. Ltd.

Director

For Rudra Ecospin Recyclers Ltd.

Director

For Shiva Texchem (Gujrat) Pvt. Ltd.

Director

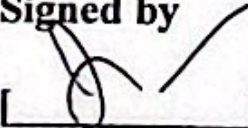
is so signed such Party shall not allege that such document is not binding by virtue of an absence of consideration.

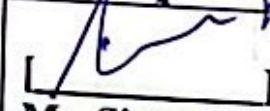
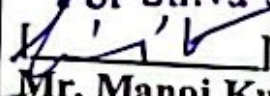
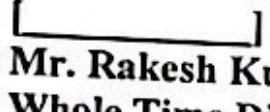
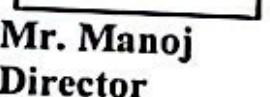

14.7 Expiry of Agreement: This Agreement shall expire and (save for pre-existing Material Breaches) be of no further force only when the Investor has disposed of all its shareholding in the Company.

14.8 Severability: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision, shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

14.9 Delegation: The Investor may exercise any of its rights under this Agreement directly or through any representative, Affiliate, custodian and/or trustee or delegate.

IN WITNESS WHEREOF the Parties hereto have entered into this Agreement the day and year first hereinabove written.

| | |
|---|---|
| <p>For and on behalf of Company M/s. Rudra Ecovation Limited For RUDRA ECOVATION LIMITED Signed by: Mr. Akhil Malhotra, Director DIN: 00126240 (The Investor)</p> | <p>Witnessed by: <i>Abhay Aul.</i> 1) Name <i>Abhay Aul</i> Address: <i>H.No 7127/1/2, STREET NO3, NEAR BAWA COLONY DURGA PURI, HAZROVA KALAN, LUDHIANA</i></p> |
| <p>For and on behalf of the COMPANY, M/s. Shiva Textfabs Limited For Shiva Textfabs Ltd Signed by: Mr. Jaiswaroop Sharma, Whole Time Director DIN: 08915607 Director</p> <p>Authorised by resolution of the board of directors of Shiva Textfabs Limited dated 18th May, 2024. Designation : Director</p> | <p>Witnessed by: <i>Ravita Thanyia</i> Name <i>Ravita Thanyia</i> Address: <i># 2948, Bacant Avenue 2dh</i></p> |
| <p>Signed by  Mr. Akhil Malhotra</p> | <p>Witnessed by: <i>Jashardeep Kaur</i> Name <i>Jashardeep Kaur</i> Address: <i>St. No 4, Pead Pagar, New Shimlapuri, H.D.H.</i></p> |

| | |
|---|--|
| <p> Ms. Simmi Malhotra For Shiva Spinfab Pvt. Ltd.  Mr. Manoj Kumar Director Director DIN: 06872575 For and on behalf of the COMPANY, M/s. Shiva Spinfab Private Limited For Yogindera Worsted Ltd.</p> | <p>Witnessed by: XXXX Name: Vijay Kumar Address: 8 L Model Town Ldh. Witnessed by: Name: ANIL JAIN Address: 8 L Model Town Ldh. ANIL</p> |
| <p>466  Mr. Rakesh Kumar Verma Whole Time Director DIN: 08767261 For and on behalf of the COMPANY, M/s. Yogindera worsted Limited For Shiva Texchem (Gujrat) Pvt. Ltd.</p> | <p>Witnessed by: VIKRANT Name: VIKRANT Address: Suzinder Park Plot No. 1, Haibawal Kellan Ldh.</p> |
| <p> Mr. Manoj Director Director DIN: 06872575 For and on behalf of the COMPANY, M/s. Shiva Texchem (Gujarat) Private Limited For Rudra Ecospin Recyclers Ltd.</p> | <p>Witnessed by: Name: Ramen Kumar Address: Maharaja Park</p> |
| <p>II  Mr. Satendra Kumar Pathak Whole Time Director DIN: 08883448 For and on behalf of the COMPANY, M/s. Rudra Ecospin Recyclers Limited (The Initial Promoters)</p> | <p>Witnessed by: Vansh Name: Vansh Bhutani Address: Lane No 17, New Kidwaiji Nagar, Ludhiana</p> |

Rudra Ecospin

SCHEDULE - I
Details of the Company

The Company: Shiva Textfabs Limited
 Previous name, if any: N.A.
 Status: Unlisted Public Limited Company
 Registration Number: 013745
 Registered Office: 4th Floor, Woodstock Tower, B-35/958, Adarsh Nagar Ferozepur Road, Opposite Waves Mall, Ludhiana, Punjab, India, 141008
 Date of Incorporation: 23/09/1993

Directors:

| Sr. No | DIN/PAN | Name | Designation | Date of Appointment |
|--------|----------|---------------------|-----------------------------------|---------------------|
| 1 | 08915607 | JAIWAROOP SHARMA | Whole-time director | 14/10/2020 |
| 2 | 07140603 | MALKEET KAUR | Independent Director | 28/03/2015 |
| 3 | 00126240 | AKHIL MALHOTRA | Additional Director | 09/02/2024 |
| 4 | 10619303 | SUBHASH CHAND YADAV | Additional (Independent) Director | 07/05/2024 |

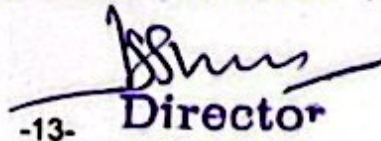
DETAILS OF SHAREHOLDING

| Sr. No. | Name of Shareholder | No. of Shares | %Age |
|---------|---|---------------|-------|
| 1 | Akhil Malhotra | 6651896 | 25.81 |
| 2 | Simmi Malhotra | 235620 | 0.91 |
| 3 | Ramesh Malhotra | 62380 | 0.24 |
| 4 | Surinder Kapoor | 40500 | 0.16 |
| 5 | Mayank Malhotra | 18000 | 0.07 |
| 6 | Harjeet Rekhi Prop. Simar Wire Products | 86510 | 0.34 |
| 7 | Basant Finvest Private Limited | 180 | 0.00 |
| 8 | Shiva Spinfab Private Limited | 3065810 | 11.89 |
| 9 | Rudra Ecospin Recyclers Limited (Formerly Known As Shiva Spin-N-Knit Limited) | 15347248 | 59.54 |
| 10 | Shiva Texchem (Gujarat) Private Limited | 195000 | 0.76 |
| 11 | Yogindera Worsted Limited | 71428 | 0.28 |

For RUDRA ECOVATION LIMITED


Director

For Shiva Textfabs Ltd For Shiva Spinfab Pvt Ltd

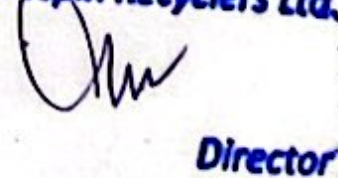

-13- Director


Director

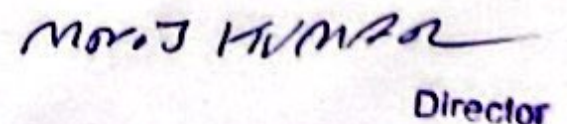
For Yogindera Worsted Ltd.


Director

For Rudra Ecospin Recyclers Ltd.


Director

For Shiva Texchem (Gujrat) Pvt. Ltd.


Director

| | | | |
|--|--------------|-----------------|---------------|
| | TOTAL | 25774572 | 100.00 |
|--|--------------|-----------------|---------------|

Auditors:
 Anuj Gupta & Associates
 FRN: 036392N
 Anuj Gupta
 Partner
 M.no.527632
 SCO-3, 1st Floor,
 Surya shopping Arcade, National Road,
 Ghumar Mandi, Ludhiana-141001

Authorised Share Capital: Rs. 35,50,00,000/-
 Issued Share Capital: Rs. 25,77,45,720/-

For **RUDRA ECOVATION LIMITED**


 Director

For Shiva Textfabs Ltd.


 Director

For Shiva Spinnlab Pvt. Ltd.

M. J. HUMAN
 Director

For Yogindera Worsted Ltd.

 Director

For Rudra Ecospin Recyclers Ltd.

 Director

For Shiva Texchem (Gujrat) Pvt. Ltd.
M. J. HUMAN
 Director

List of Charges Registered

| Sr. No | SRN | Charge Id | Charge Holder Name | Date of Creation | Date of Modification | Amount |
|--------|-----------|-----------|--|------------------|----------------------|-------------------|
| 1 | R31490295 | 100317925 | The Karur Vysya Bank Ltd. | 30/12/2019 | - | 7,00,00,000 |
| 2 | G39856307 | 100087226 | KARUR VYSYA BANK | 22/03/2017 | - | 5,00,00,000 |
| 3 | C82277393 | 10627423 | KARUR VYSYA BANK | 06/02/2016 | - | 3,25,00,000 |
| 4 | H59991315 | 10547935 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 16/01/2015 | 23/04/2019 | 9,76,42,00,000 |
| 5 | H59883967 | 10547670 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 30/12/2014 | 23/04/2019 | 1,26,25,46,199 |
| 6 | H59883330 | 10526898 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 30/09/2014 | 23/04/2019 | 1,59,67,00,000 |
| 8 | H59989921 | 10516497 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 28/06/2014 | 23/04/2019 | 66,62,88,887.19 |
| 9 | B80519879 | 10439299 | KARUR VYSYA BANK | 20/07/2013 | - | 35,00,00,000 |
| 10 | H59172411 | 10440540 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 06/07/2013 | 23/04/2019 | 5,31,93,19,599.42 |
| 14 | H58584087 | 10395105 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 22/12/2012 | 08/05/2018 | 40,11,20,996.8 |
| 15 | H59883108 | 10378255 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 05/09/2012 | 23/04/2019 | 1,26,25,46,199 |
| 16 | H59882753 | 10376792 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 04/09/2012 | 23/04/2019 | 15,00,00,000 |
| 17 | B88011937 | 10377901 | KARUR VYSYA BANK | 03/09/2012 | 12/10/2013 | 10,00,00,000 |
| 18 | H60106275 | 10376621 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 31/08/2012 | 23/04/2019 | 5,31,93,19,599.42 |
| 26 | B69094217 | 10288623 | THE KARUR VYSYA BANK LIMITED | 30/04/2011 | 16/02/2013 | 5,00,00,000 |
| 27 | H59173252 | 10284003 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 25/04/2011 | 23/04/2019 | 5,31,93,19,599.42 |
| 28 | H59173773 | 10285240 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 25/04/2011 | 23/04/2019 | 5,31,93,19,599.42 |
| 29 | H59882407 | 10285525 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 25/04/2011 | 23/04/2019 | 30,00,00,000 |
| 30 | H59884213 | 10275188 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 09/03/2011 | 23/04/2019 | 1,26,25,46,199 |
| 31 | H59174144 | 10275512 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 04/03/2011 | 23/04/2019 | 5,31,93,19,599.42 |
| 38 | H59174797 | 10199733 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 13/01/2010 | 23/04/2019 | 5,31,93,19,599.42 |
| 39 | H59175539 | 10199737 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 13/01/2010 | 23/04/2019 | 5,31,93,19,599.42 |
| 41 | H59881656 | 10138772 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 14/01/2009 | 23/04/2019 | 37,00,00,000 |

For Shiva Textabs Ltd

For Shiva Spintab Pvt Ltd.

RUJRA ECOVATION LIMITED

Director

Director

For Yogindera Worsted Ltd.

Director

For Rudra Ecospin Recyclers Ltd.

Director

For Shiva Texchem (Gujrat) Pvt. Ltd.

Director

| | | | | | | |
|----|-----------|----------|--|------------|------------|-------------------|
| 42 | H58583485 | 10139600 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 12/01/2009 | 08/05/2018 | 40,11,20,996.8 |
| 43 | H59175976 | 10137679 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 20/12/2008 | 23/04/2019 | 5,31,93,19,599.42 |
| 44 | H59176735 | 10139011 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 19/12/2008 | 23/04/2019 | 5,31,93,19,599.42 |
| 46 | H59177113 | 10106652 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 05/12/2007 | 23/04/2019 | 5,31,93,19,599.42 |
| 47 | B67220301 | 10098722 | - | 05/12/2007 | 01/01/2013 | 2,75,00,000 |
| 48 | H59887117 | 10096083 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 05/12/2007 | 23/04/2019 | 1,26,25,46,199 |
| 50 | H59884700 | 10027827 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 20/11/2006 | 23/04/2019 | 1,26,25,46,199 |
| 51 | B67044560 | 10027829 | STATE BANK OF INDORE | 20/11/2006 | 01/01/2013 | 9,77,00,000 |
| 52 | H59178202 | 10026355 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 07/11/2006 | 23/04/2019 | 5,31,93,19,599.42 |
| 53 | H59177683 | 10026891 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 07/11/2006 | 23/04/2019 | 5,31,93,19,599.42 |
| 54 | H59178392 | 10026618 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 13/10/2006 | 23/04/2019 | 5,31,93,19,599.42 |
| 56 | H59178905 | 80016737 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 12/08/2005 | 23/04/2019 | 5,31,93,19,599.42 |
| 57 | H59179424 | 80016736 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 12/08/2005 | 23/04/2019 | 5,31,93,19,599.42 |
| 59 | H59179275 | 90171447 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 17/11/2004 | 23/04/2019 | 5,31,93,19,599.42 |
| 60 | G93591865 | 80016730 | ALCHEMIST ASSET RECONSTRUCTION COMPANY LIMITED | 17/11/2004 | 08/05/2018 | 4,73,55,00,000 |
| 61 | B66975624 | 80016733 | - | 17/11/2004 | 01/01/2013 | 5,61,00,000 |

FOR RUDRA ECOVATION LIMITED

Director

For Yogindera Worsted Ltd.

Director

For Shiva Textabs Ltd

Director

For Rudra Ecospin Recyclers Ltd.

Director

For Shiva Spinning Pvt. Ltd.

MOJ HUMAN

Director

For Shiva Texchem (Gujrat) Pvt. Ltd.

MOJ HUMAN

Director

SCHEDULE 2
Warranties of the Company and the Initial Promoters

THE INITIAL PROMOTERS HAVE MADE AN ENQUIRY SUFFICIENTLY FULL AND CAREFUL ENOUGH AND HAS CLEARLY ESTABLISHED THAT ALL THE WARRANTIES LISTED BELOW ARE CORRECT AND ACCURATE IN ALL RESPECTS. ALL WARRANTIES ARE APPLICABLE TO THE COMPANY.

1. **Representations and Warranties of the Company**

1.1 Status of the Company

- 1.1.1. The Company is a public company as defined in Section 2(71) of the Companies Act, 2013 and is duly organized, legally existing and incorporated in accordance with the laws of India and has all requisite corporate power and authority to own their assets and carry on their businesses in accordance with the business plan. The Company and Initial Promoters shall make best efforts to obtain all governmental licenses, permits and approvals necessary to conduct their business and shall ensure that these permits and licenses are kept in full force and effect.
- 1.1.2. The shares owned by the Initial Promoters constitute one hundred percent (100%) of the Share Capital.
- 1.1.3. This Agreement has been duly and validly executed and delivered by each of the Company and the Initial Promoters and constitutes a legal and binding obligation of each of the Company and the Initial Promoters enforceable against each of the Company and the Initial Promoters in accordance with its terms;
- 1.1.4. The execution, delivery and performance by the Company and the Initial Promoters to this Agreement and the performance by the Company and the Initial Promoters of the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under;
- 1.1.4.1. Any Law to which any of the Company and the Initial Promoters are subject; or
- 1.1.4.2. any order, judgment or decree applicable to any Company and the Initial Promoters; or
- 1.1.4.3. any term, condition, covenant, undertaking, agreement or other instrument to which any of the Company and the Initial Promoters are a party or by which any of the Company and the Initial Promoters are bound;

For RUDRA ECOVATION LIMITED

Director

For Yogindera Worsted Ltd.

Director

For Shiva Textabs Ltd.

Director

For Shiva Spintex Ltd.

Director

For Rudra Ecospin Recyclers Ltd.

Director

For Shiva Texchem (Gujrat) Pvt. Ltd.

Director

- 1.1.5. The Company has filed and furnished all statements, returns, records and information in the prescribed manner to the prescribed authorities as required under law.
- 1.1.6. The Company has duly and properly maintained all books, records, documents, etc. including the books of accounts and all of them duly, correctly, completely and truly incorporate all particulars relating to the business of the Company.
- 1.1.7. The Company has full legal right, power, and authority to issue, allot and deliver the Investor Shares. Allotment of the Investor Shares to the Investor will result in the creation of lawful and valid title to those shares in favour of the Investor, free and clear of any and all Encumbrances, agreements, interests, or claims of any kind. The Company has not been prohibited, restrained or otherwise prevented under any order, judgment, decree, prohibition, injunction, attachment, mandatory orders, awards of processes issued by any court of law, statutory authorities or any other person acting under provisions of any law for the time being in force from issue, allotment and delivery of the Investor Shares to the Investor.
- 1.1.8. The Company is empowered by provisions of the applicable laws and its Memorandum & Articles of Association to:
 - 1.1.8.1. enter into and perform this Agreement;
 - 1.1.8.2. issue and allot the Investor Shares to the Investor.
- 1.1.9. The Investor will have affirmative voting right in the matters relating to merger of the Company, any type of business restructuring, transfer of business of the Company, and any type of fresh issue of capital of the Company.
- 1.1.10. The Initial promoter shall not Sell/ Pledge their Shares in the company.
- 1.1.11. The Company and initial Promoters shall give their consent for the merger between the investor and the Company.
- 1.1.12. In case merger between the Investor and the Company is rejected by any authority for whatever reason, all the shareholders of the Company shall swap their shares in the Company within 90 days of such rejection, to the Investor in consideration of issue of shares of the Investor, subject to the requisite approvals.
- 1.1.13. Shareholders of the Company shall not transfer their shares to anyone till merger is not completed without prior approval of the Investor.

For RUDRA ECOVATION LIMITED

[Signature]
 Director

For Yogindera Worsted Ltd.

[Signature]
 Director

For Shiva Textaps Ltd

[Signature]
 Director
 -18-

For Rudra Ecospin Recyclers Ltd.

[Signature]
 Director

For Shiva Spinners Pvt Ltd

[Signature]
 Director

For Shiva Texchem (Pvt) Ltd

[Signature]
 Director

2. **Representations and Covenants of the Initial Promoters**

The Initial Promoters hereby jointly and severally represents, covenant and agree with the Investor that:

- 2.1 The Initial Promoters is in a position to observe, comply with and carry out all their obligations hereunder to be performed and complied with by them.
- 2.2 The responsibility of the Initial Promoter to comply with the Agreement shall be joint and several with the Company.
- 2.3 The Initial Promoters are authorised to execute this Agreement and has taken all necessary action to execute this Agreement. The Initial Promoters agrees that this Agreement is binding on him in accordance with its terms
- 2.4 The Initial Promoters shall exercise all powers, including without limitation his voting rights and powers as Director and Shareholder of the Company to ensure that the terms and conditions of this Agreement are duly complied with.



For Shiva Textabs Ltd.


Director
For Shiva Spinf. b Pvt. Ltd.
Director

For RUDRA ECOVATION LIMITED



Director

For Rudra EcoSpin Recyclers Ltd.



Director

For Shiva Texchem (Gujrat) Pvt. Ltd.



Director

For Yogindera Worsted Ltd.



Director

SCHEDULE 3
Representations and Warranties of the Investor

1. Representations and Warranties of the Investor

- 1.1 The Investor is authorized and has full power, capacity and authority to execute, deliver and perform this Agreement.
- 1.2 The Investor, its officers, directors, and shareholders (wherever applicable) have taken all action necessary (corporate, statutory or otherwise) to execute and authorise the execution, delivery and performance of this Agreement and the subscription of shares of the Company, and no other consent is required for the execution or consummation of this Agreement.
- 1.3 This Agreement has been duly and validly executed and delivered by the Investor and constitutes a legal and binding obligation enforceable against the Investor in accordance with its terms; the execution, delivery and performance by the Investor to this Agreement and the performance by the Investor of the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under :
- 1.3.1 any Law to which the Investor is subject; or
- 1.3.2 any order, judgment or decree applicable to the Investor; or
- 1.3.3 any term, condition, covenant, undertaking, agreement or other instrument to which the Investor is a party or by which the Investor is bound;
- 1.4 Each representation, warranty and statement given or made by the Investor is true, correct, complete and not misleading in any respect whether by reason of any omission to state a relevant matter or otherwise.
- 1.5 To the best of information and knowledge of the Investor, there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against the Investor which may prejudicially affect the Investor holding of the Shares or the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder or thereunder;
- 1.6 The Investor shall not use any sensitive information, strategies, plans obtained by it during the course of association with Company to promote directly or indirectly or assist to such promotion of any such business which is in direct competition with the business of the Company.

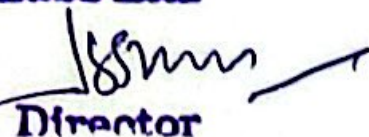
For **RUDRA ECOVATION LIMITED**


Director

For **Yogindera Worsted Ltd.**


Director

For **Shiva Textabs Ltd.**

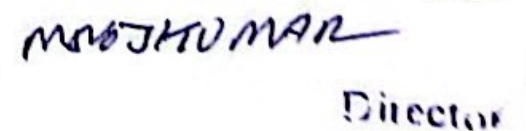

Director

-20-

For **Rudra Ecospin Recyclers Ltd.**


Director

For **Shiva Spintex Pvt. Ltd.**


Director

For **Shiva Texchem (Gujrat) Pvt. Ltd.**


Director