

Dated: 09.05.2025

To,  
**BSE Limited**  
Phiroze Jeejeebhoy Towers,  
Dalal Street,  
Mumbai - 400001

**Sub: Submission of Share Purchase Agreement in connection with acquisition of Teesta Spintex Private Limited.**

**Ref.: Shanti Spintex Limited, Scrip Code: 544059**

**Dear Sir / Madam,**

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby submit a copy of the duly executed Share Purchase Agreement ("SPA") entered into on 9<sup>th</sup> May, 2025 between Shanti Spintex Limited and the shareholders of Teesta Spintex Private Limited for the acquisition of 100% of its equity share capital.

This acquisition, approved by the Board of Directors at its meeting held on 9th May 2025, is aligned with the Company's strategic objective of forward integration and business expansion. The indicative date for completion of the transaction is on or before 15th May 2025, subject to the fulfilment of conditions precedent specified in the SPA.

We request you to take the same on record and treat this as a disclosure in terms of the applicable provisions of the SEBI Listing Regulations.

Thanking you,  
Yours faithfully,

**For Shanti Spintex Limited**  
*(Formerly known as Shanti Spintex Private Limited)*

**MOHINI SINGHAL**  
Digitally signed by  
MOHINI SINGHAL  
Date: 2025.05.09  
18:27:41 +05'30'

**Mohini Singhal**  
**(Company Secretary & Compliance Officer)**  
**Membership No. A47724**  
**Place: Ahmedabad**





IN-GJ11831208514078X



सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Gujarat  
Certificate of Stamp Duty

₹4,100

- 9 MAY 2025

SR NO.

1452

VARSHA B. SHAH  
NOTARY  
GOVT. OF INDIA

Certificate No.

IN-GJ11831208514078X

Certificate Issued Date

09-May-2025 09:52 AM

Account Reference

IMPACC (AC)/ gj13218711/ GULBAI TEKBAI, GJ-A

Unique Doc. Reference

SUBIN-GJGJ1321871132698169208982X

Purchased by

SHANTI SPINTEX LIMITED

Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

SHARE PURCHASE AGREEMENT

Consideration Price (Rs.)

0

(Zero)

First Party

TEESTA SPINTEX PRIVATE LIMITED

Second Party

SHANTI SPINTEX LIMITED

Stamp Duty Paid By

SHANTI SPINTEX LIMITED

Stamp Duty Amount(Rs.)

4,100

(Four Thousand One Hundred only)



This stamp paper forms an integral part  
of the Share Purchase Agreement.

For, Shanti Spintex Ltd.

Bharat Bhushan Singh  
Director/Authorised Signatory

Teesta Spintex Private Limited

Director

IN-GJ11831208514078X

GG 0006839544

## Statutory Alert:

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





## NOTICE

- The contents of this e-stamp certificate can be verified at [www.shcilestamp.com](http://www.shcilestamp.com), Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at [www.stockholding.com](http://www.stockholding.com)).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) or visit our Branch/Centre.

સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો [www.shcilestamp.com](http://www.shcilestamp.com) દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો [www.stockholding.com](http://www.stockholding.com) પર ઉપલબ્ધ છે) પર જઈ ને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્રની મુલાકાત લેવી.



## SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ('Agreement') is entered into on this 9<sup>th</sup> day of May, 2025, by and amongst:

1. **Mr. Bharatbhushan O. Agarwal**, Director (DIN: 00302785) & Shareholder of M/s **Teesta Spintex Private Limited** vide CIN: U17299GJ2022PTC132922, residing at 07, Saket Bunglows, Premchandnagar road, Nr. Takshila Tower, Vastrapur, Ahmedabad-380015; holding 50,000 equity shares of F.V. of Rs. 10 each of M/s Teesta Spintex Private Limited; (hereinafter referred to as the "**Seller**" or "**Transferor**", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators and permitted assigns);
2. **Mr. Rikin B. Agarwal HUF**, Shareholder of M/s **Teesta Spintex Private Limited** vide CIN: U17299GJ2022PTC132922, residing at 07, Saket Bunglows, Premchandnagar road, Nr. Takshila Tower, Vastrapur, Ahmedabad-380015; holding 1,00,000 equity shares of F.V. of Rs. 10 each of M/s Teesta Spintex Private Limited; (hereinafter referred to as the "**Seller**" or "**Transferor**", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators and permitted assigns);
3. **Mr. Bharatbhushan O. Agarwal HUF**, Shareholder of M/s **Teesta Spintex Private Limited** vide CIN: U17299GJ2022PTC132922, residing at 07, Saket Bunglows, Premchandnagar road, Nr. Takshila Tower, Vastrapur, Ahmedabad-380015; holding 1,00,000 equity shares of F.V. of Rs. 10 each of M/s Teesta Spintex Private Limited; (hereinafter referred to as the "**Seller**" or "**Transferor**", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators and permitted assigns);
4. **Mrs. Deepika R. Agarwal**, Shareholder of M/s **Teesta Spintex Private Limited** vide CIN: U17299GJ2022PTC132922, residing at 07, Saket Bunglows, Premchandnagar road, Nr. Takshila Tower, Vastrapur, Ahmedabad-380015; holding 3,50,000 equity shares of F.V. of Rs. 10 each of M/s Teesta Spintex Private Limited; (hereinafter referred to as the "**Seller**" or "**Transferor**", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her heirs, executors, administrators and permitted assigns);
5. **SHANTI SPINTEX LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered office at Sub Plot 1, Unit 1, Survey No. 297, Dholi - Integrated Spinning Park Limited, Dholi,, Dholka, Ahmedabad, Gujarat, 382240; bearing CIN L17120GJ2010PLC062084; (hereinafter referred to as the "**Buyer**" or "**Transferee**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns);
6. **Mr. Rikin B. Agarwal**, Director (DIN: 02435645) & Nominee person of Shanti Spintex Limited a company incorporated under the Companies Act, 1956 and having its registered office at Sub Plot 1, Unit 1, Survey No. 297, Dholi - Integrated Spinning Park Limited, Dholi, Dholka, Ahmedabad, Gujarat, 382240; bearing CIN L17120GJ2010PLC062084, (hereinafter referred to as the "**Buyer**" or "**Transferee**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns);
7. **TEESTA SPINTEX PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, and having its registered office at, LS NO 402, Dholi, Dholka, Ahmedabad, Gujarat, India, 382240, bearing CIN: U17299GJ2022PTC132922, (hereinafter referred to as the "**Company**"), which is a confirming party to this Agreement for the purpose of acknowledging and giving effect to the share transfer.

The Seller and the Buyer are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

### WHEREAS:

- A. The Sellers are the absolute owners of the Company **TEESTA SPINTEX PRIVATE LIMITED**, incorporated vide certificate of incorporation dated 16-06-2022 under the provisions of the Companies Act, 2013;
- B. The Capital structure of the Company on 07-05-2025 is as below:

Sr. No.	Particulars	Amount (INR)
01	Authorized Share Capital	2,70,00,000.00/-
02	Paid up Share Capital	2,70,00,000.00/-

For, **Shanti Spintex Ltd.**

Director/Authorised Signatory

**Teesta Spintex Private Limited**

Director



C. The Seller group as defined in Schedule-I is the registered and beneficial shareholder of 27,00,000 fully paid-up equity shares having a face value of INR 10/- (Indian Rupees Ten only) each (hereinafter referred to as the "Sale Shares");

D. The details of the said Sale Shares have been provided at **Schedule I** of this Agreement;

E. The Purchaser is engaged in the similar line of business activities and wish to acquire the Company in order to expand its business activities representing a move toward forward integration.;

The Purchasers have expressed their intention to acquire 100% of the shares of M/s Teesta Spintex Private Limited, with the aim of making it a wholly-owned subsidiary and continuing its business activities and operations in accordance with the Company's Memorandum of Association.

The Parties now hereby mutually desire to enter into this Agreement in order to set forth their mutual understanding related to, and the terms and conditions of, the aforesaid purchase by the Purchasers of the Sale Shares (hereinafter referred to as "Proposed Transaction").

**IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions** As used in this Agreement the following capitalized terms shall have the following respective meanings:

"INR" means Indian Rupees, the official currency of India.

"Law" means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect on the date of this Agreement or thereafter.

"Person" means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity or organization.

"Execution Date" means the date on which this Agreement is signed and executed.

### **1.2. Interpretation**

a. The headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement.

b. References to Schedules are references respectively to the schedules to this Agreement.

c. In this Agreement unless the context thereof otherwise requires:

(i) Reference to the singular includes a reference to plural and vice versa;

(ii) Reference to any gender includes a reference to all other genders;

(iii) Reference to any statute, rules, ordinances or other Laws shall be deemed to include any amendment, replacement or modification thereof.

d. Unless otherwise expressly stated, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Clause or other subdivision.

## **2. SALE AND PURCHASE OF THE SALE SHARES**

2.1 Subject to the terms and conditions of this Agreement, and in consideration of the Purchase Price (as defined herein), the Sellers agree to sell, transfer, and deliver, and the

**For, Shanti Spintex Ltd.**

*[Signature]*  
**Director/Authorised Signatory**

**Teesta Spintex Private Limited**

*[Signature]*  
**Director**



Purchasers agree to purchase, acquire and accept the Sale Shares along with all rights, title, interest, and benefits attached thereto (including the right to receive any dividends or distributions declared), on or before 15 May 2025 (the 'Closing Date'), subject to the fulfilment of all conditions precedent as set out in this Agreement.

2.2 The consideration for the Sale Shares will be the Fair Market Value per share to be determined by the Chartered Accountant in Practice or Registered Valuer in accordance with the applicable provisions of law.

2.3 The Purchase Price shall be paid by the Purchasers to the Sellers through normal banking channels, in such number of tranches and on such dates as may be mutually agreed between the Parties, provided that the full Purchase Price shall be paid prior to the transfer of the Sale Shares and no later than the Closing Date, i.e., 15 May 2025.

2.4 On the execution date of this Agreement the Sellers will provide undated Share-Transfer Deeds (Form SH-4), to the Purchasers and Purchasers shall provide the relevant details of the proposed Directors and Shareholders to execute the share transfer of the Company.

### 3. COMPLETION/CLOSING

a. Necessary filings shall be made with the Registrar of Companies to intimate the changes in shareholding of the Company under the provisions of the Companies Act, 2013.

b. pursuant to the completion of the requirements of sub-clause (a and b) above, the Company shall further update the statutory registers to record the transfer of the legal and beneficial owner of the Sale Shares, and shall return duly endorsed original share certificates to the Purchasers.

c. Notwithstanding the actual time periods involved in completing the above process, all proceedings to be taken and all documents to be executed and delivered by the Purchasers, Sellers and the Company shall be deemed to have been taken and executed simultaneously.

### 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

#### 4.1 Representations and Warranties of the Sellers

4.1.1 Each Seller hereby, jointly and severally, represents and warrants to the other Parties that:

a. This Agreement is legal, valid and binding and enforceable against it in accordance with its terms.

b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Seller is a party.

c. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

d. It shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

e. There is no judgment, decree or order against the Seller that could prevent, enjoin, or alter or delay transfer of the Sale Shares.

f. The Sellers shall provide full support and coordinate with the purchasers during the period this whole transaction is in process.

4.1.2 The Seller(s) acknowledges that the Purchaser is entering into this Agreement, relying on the aforesaid representations and warranties, and the same shall be entitled to treat as conditions of the Agreement, the same shall be true as of the Execution Date.

4.2 Representations and Warranties of the Purchasers Each Purchaser hereby, jointly and severally, represents and warrants to the other Parties that:

a. This Agreement is legal, valid, binding and enforceable against it in accordance with its terms.

For, Shanti Spintex Ltd.  
Rohit Rohit

Teesta

K



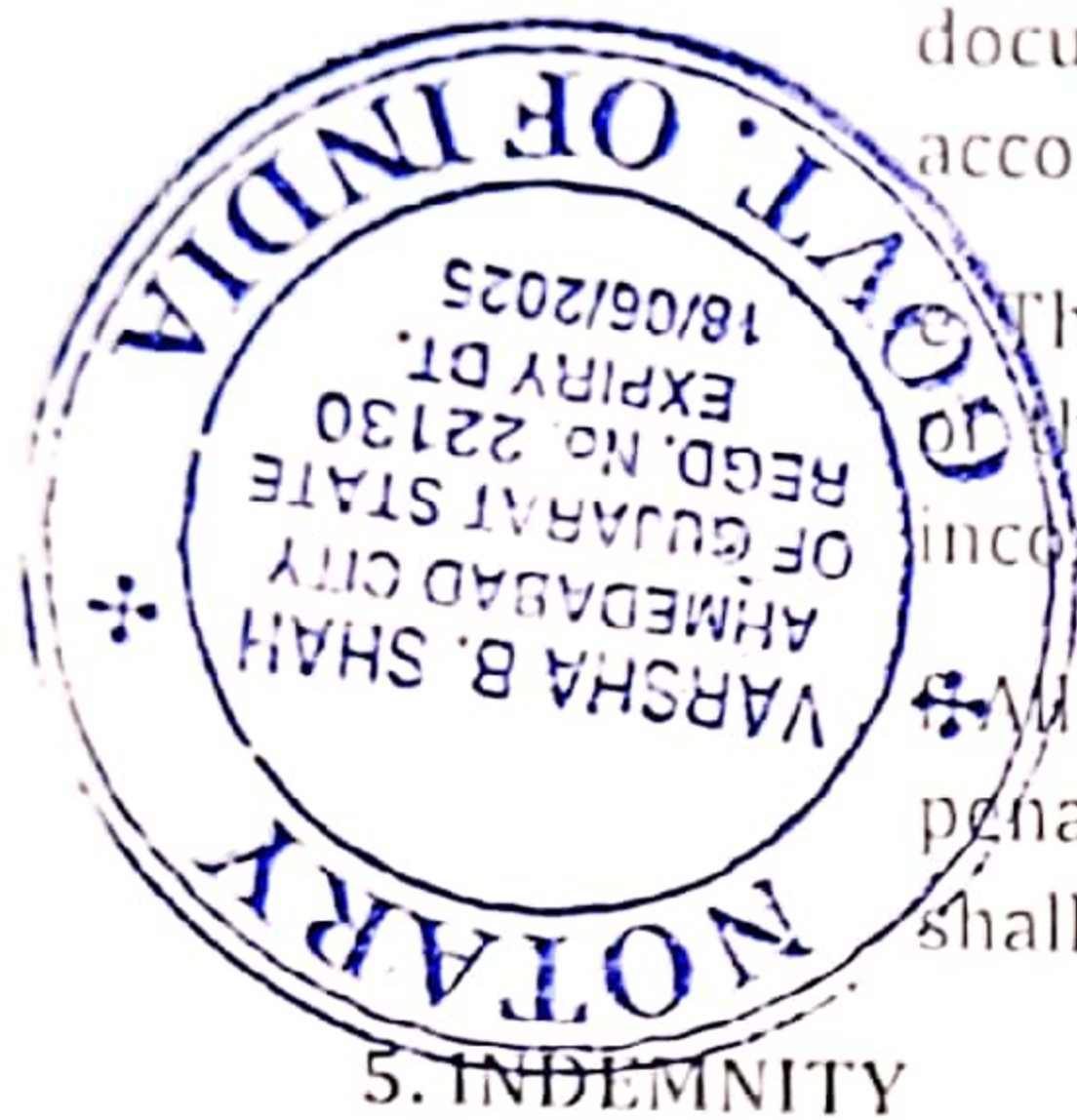
b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Purchaser is a party.

c. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

d. It shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

The Purchaser shall bear all cost/damages liability and responsibilities in respect of the Company, Sale shares and Business of the Company from the date of its incorporation.

All the capital gain taxes and/or any other taxes accruing to the seller, Bank charges, penalties for the time being, in relation to the completion of share transfer process shall be borne by the Purchaser.



## 5. INDEMNITY

5.1 Subject to occurrence of the completion/closing under this Agreement, the Purchasers ("Indemnifying Persons"), jointly and severally undertakes to indemnify and save the Sellers, Company and its directors, officers, servants, agents and employees ("Indemnified Persons") harmless from and against all claims, liabilities, actions, proceedings, demands, losses, costs, taxes, damages and expenses whatsoever which may be brought against or suffered by the Indemnified Persons or which it or they may sustain, pay or incur, as a direct result of any matter or thing arising out of, resulting from, attributable to or connected with the business operations or sale/transfer of the Sale Shares from the date of execution of this Agreement till the time shares are fully transferred to the purchasers.

5.2 In addition to the above, the Indemnifying Persons undertake to indemnify the Indemnified Persons from and against any losses, liabilities, damages, judgments, settlements and expenses, including attorneys' and consultants' fees, incurred or suffered by the Indemnified Persons, arising out of or resulting from any delay, failure or any:

(i) breach of the terms of this Agreement by the Indemnifying Person; and/or

(ii) gross negligence, misrepresentation, error or omission on part of the Indemnifying Person or its representatives relating to or concerning the performance of the obligations by them as specified herein; and/or

(iii) breach by the Indemnifying Person or its representatives of the provisions of any applicable Laws; and/or

(iv) any suit, claim, or action by any third party against the Indemnified Party as a result of any act and/or omission to act by the Indemnifying Person.

5.3 The Indemnified Person shall send a notice to the Indemnifying Person for any such aforesaid losses, liabilities, damages, judgments, settlements and expenses, fees. The amount stated in such notice, in the absence of manifest error, shall be prima facie evidence of the amount payable under this Clause, which amount shall be paid by the Indemnifying Person to the Indemnified Person within 7 (seven) days of the receipt of such notice.

## 6. CONFIDENTIALITY

6.1 All Confidential Information (defined below) disclosed by either Party shall be kept strictly confidential and shall not be disclosed by the other Party to any person or entity in any manner whatsoever, including, without limitation, by means of photocopy, reproduction or electronic media, except as may be expressly provided in this Agreement, and the receiving Party shall take all proper measures to this effect.

6.2 The prohibition on disclosure of the Confidential Information shall not apply to the extent such of the Confidential Information:

a. is already known to the receiving Party as of the date of disclosure hereunder;

For, **Shanti Spintex Ltd.**  
*Phant P...*

**Director/Authorised Signatory**

**Teesta Spintex Private Limited**

**Director**



b. is already in possession of the public or becomes available to the public other than through the act or omission of the receiving Party or of any other person to whom Confidential Information is distributed pursuant to this Agreement;

c. is required to be disclosed under applicable Law, stock exchange regulations or by a governmental order, decree, regulation or rule (provided that the receiving Party shall make all reasonable efforts to give prompt written notice to the disclosing Party prior to such disclosure);

d. is acquired independently from a third party that has the right to disseminate such information at the time it is acquired by the receiving Party; or e. is developed by the receiving Party independently of the Confidential Information received from the disclosing Party.

6.3 For the purpose of this Agreement, the term "Confidential Information" shall mean all confidential and proprietary information of a Party and information relating to the existence and terms of this Agreement or any other information which under the circumstances of its disclosure ought to be treated as confidential or is notified as being confidential by the Party disclosing such other information.

## 7. MISCELLANEOUS

7.1 Notices Any notice or other formal communication given under this Agreement must be in writing in English and may be delivered in person, or sent by e-mail or courier to the Party to be served at its address as follows:

to the Sellers at:

Kind Attn: M/s Teesta Spintex Private Limited

Address: LS No. 402, Dholi, Dholka, Ahmedabad-382240

Phone No: 9825801039

E-mail: teestaspintex@gmail.com

to the Purchasers at:

Kind Attn: M/s Shanti Spintex Limited

Address: A-1601, Navratna Corporate Park, Ambli Bopal Road, Ahmedabad-380058, Gujarat

Phone No: 9825801039

E-mail: cs@shantispintex.com

b. Any notice or other communication shall be deemed to have been given:

i. if hand delivered, at the time of delivery; or

ii. if sent by courier, at 10.00 a.m. on the third working day after it was dispatched; or

iii. if sent by email, on the date of transmission, if transmitted before 5.00 p.m. (local time at the place of destination) on any working day in the place of destination and in any other case on the working day following the date of transmission.

c. In proving the giving of a notice or other formal communication it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and provided to the relevant courier, or that the e-mail was properly addressed and transmitted, as the case may be.

7.2 Entire Agreement This Agreement constitutes the entire agreement between the Parties with respect to the sale and purchase of the Sale Shares, and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties in respect of the subject matter hereof.

## 7.3 Governing Law & Dispute Resolution

a. This Agreement shall be governed and construed in accordance with the laws of

India.  
**For, Shanti Spintex Ltd.**

*[Signature]*  
**Director/Authorised Signatory**

**Teesta Spintex Private Limited**

*[Signature]*  
**Director**



b. If any dispute arises between the Seller(s) and Purchaser(s) during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), each of the said Party shall Endeavour to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within thirty (30) days from the date of the Dispute.

c. In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, by a sole arbitrator to be appointed mutually by both the parties.

d. The venue of arbitration shall be New Delhi and the proceedings of arbitration shall be in the English language.

e. Each party to the Dispute shall bear its own legal costs, in relation to the arbitration proceedings and share among themselves equally the fee and other expenses payable to arbitrator(s), or as otherwise decided by the arbitrator.

f. Subject to the dispute resolution mechanism agreed hereinabove, the courts at New Delhi shall have the exclusive jurisdiction to entertain any dispute arising out of this Agreement.

7.4 Severability The invalidity, illegality or unenforceability of any provision of this Agreement, in whole or in part, under the applicable laws of any jurisdiction, shall not affect the validity, legality or enforceability hereof under the applicable laws of any other jurisdiction. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

7.5 Rights Cumulative a. The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by applicable Laws or otherwise. b. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part. c. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

7.6 General a. Save where this Agreement provides otherwise, none of the rights or obligations under this Agreement shall be assigned or transferred without the prior written consent of the other Parties, provided that the Purchasers shall be entitled to nominate any of its nominee to purchase the Sale Shares from the Sellers under this Agreement. b. Nothing in this Agreement shall be deemed to either constitute a partnership between any of the Parties or appoint or recognize any Party as the agent of the other Party for any purpose.

7.7 Third Parties Nothing in this Agreement is intended to confer upon any party, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

7.8 Successors and Assigns The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, successors and assigns (as the case may be) of the Parties hereto.

7.9 Further assurances Each Party will without further consideration sign, execute and deliver any document and shall perform any act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. The Parties shall do or procure to be done all such further acts and things, execute or procure the execution of all such other documents and exercise all voting rights and powers, whether direct or indirect, available to it in relation to, any Person so as to ensure the complete and prompt fulfilment, observance and performance of the provisions of this Agreement and generally that full effect is given to the provisions of this Agreement.

For Shanti Spintex Ltd.

Director/Authorised Signatory

Teesta Spintex Private Limited





Director



Schedule -1  
Details of Shares Sale

Name of Transferor	L.F. No.	Certificate No.	Distinctive No.	Name of Transferee	Shares	Value of Share Sale (FMV @ ₹15)
Deepika R. Agarwal	08	17, 14, 11, 01, 05, 16, 02, 18, 15, 13, 12, 10, 06, 18	2580001-2700000, 1760001-1910000, 1390001-1470000, 001-40000, 600001-710000, 2180001-2580000, 40001-80000, 100001-600000, 1910001-2180000, 1720001-1760000, 1470001-1720000, 1190001-1390000, 710001-940000, 80001-99999	Shanti Spintex Limited	24,49,999	₹3,67,49,985
Deepika R. Agarwal	08	19	100000	Rikin B. Agarwal (Nominee of Shanti Spintex Limited)	1	₹15
Rikin B. Agarwal HUF	04	07	940001-1040000	Shanti Spintex Limited	1,00,000	₹15,00,000
Bharatbhushan O. Agarwal	05	08	1040001-1090000	Shanti Spintex Limited	50,000	₹7,50,000
Bharatbhushan O. Agarwal HUF	06	09	1090001-1190000	Shanti Spintex Limited	1,00,000	₹15,00,000

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year above first written.

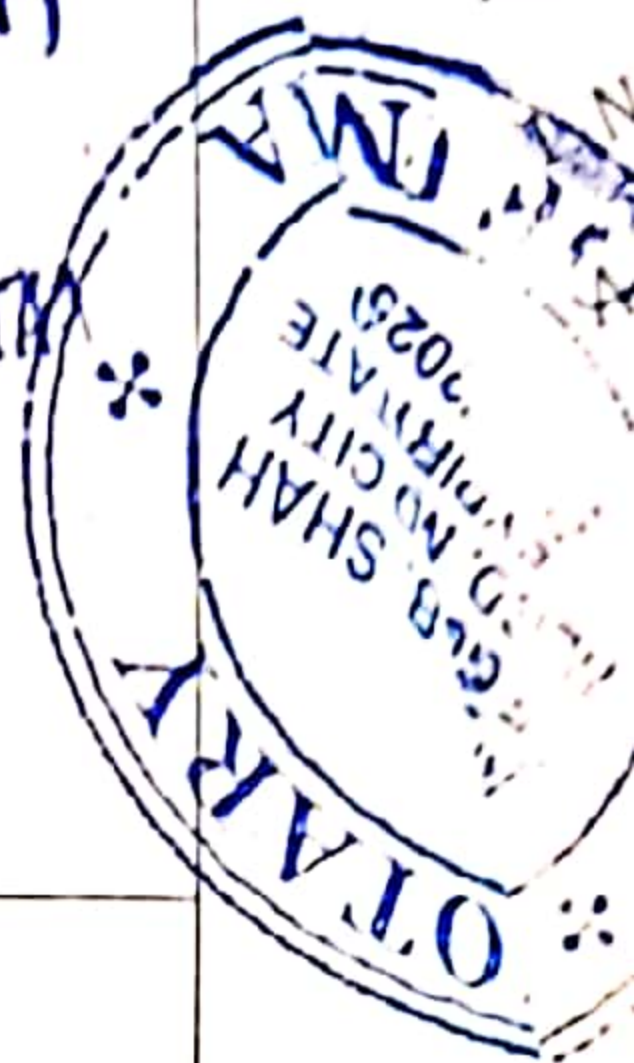
Name of Party & Designation	Signature
1. Bharatbhushan O. Agarwal (Seller / Transferor) Photo: 	
2. Rikin Agarwal HUF (Mr. Rikin B. Agarwal – Karta of HUF) (seller/ Transferor) Photo: 	 FOR, RIKIN B. AGARWAL (HUF) KARTA



3. Bharatbhushan O. Agarwal HUF  
(Mr. Bharatbhushan O. Agarwal- Karta of HUF)  
(Seller/ Transferor)  
Photo:



FOR BHARATBHUSHAN AGARWAL (HUF)  
Bharat Bhushan O. Agarwal  
KARTHA



4. Deepika R. Agarwal  
(Seller/ Transferor)  
Photo:



Deepika

5. Bharatbhushan O. Agarwal  
(Whole time Director cum Authorized person on  
behalf of Shanti Spintex Limited)  
Photo:



For, Shanti Spintex Ltd.  
Bharat Bhushan O. Agarwal  
Director/Authorised Signatory

Stamp of the Company:

6. Rikin B. Agarwal  
(Nominee for holding One Share on behalf of Shanti  
Spintex Limited)  
Photo:



For, Shanti Spintex Ltd.  
Rikin B. Agarwal  
Director/Authorised Signatory

Stamp of the Company:

7. Rikin B. Agarwal  
(Director cum Authorized representative on behalf of  
Teesta Spintex Private Limited)  
Photo:



Teesta Spintex Private Limited  
Rikin B. Agarwal  
Director

Stamp of the Company:



Witness Details:

1. Name: Mohini Singhal

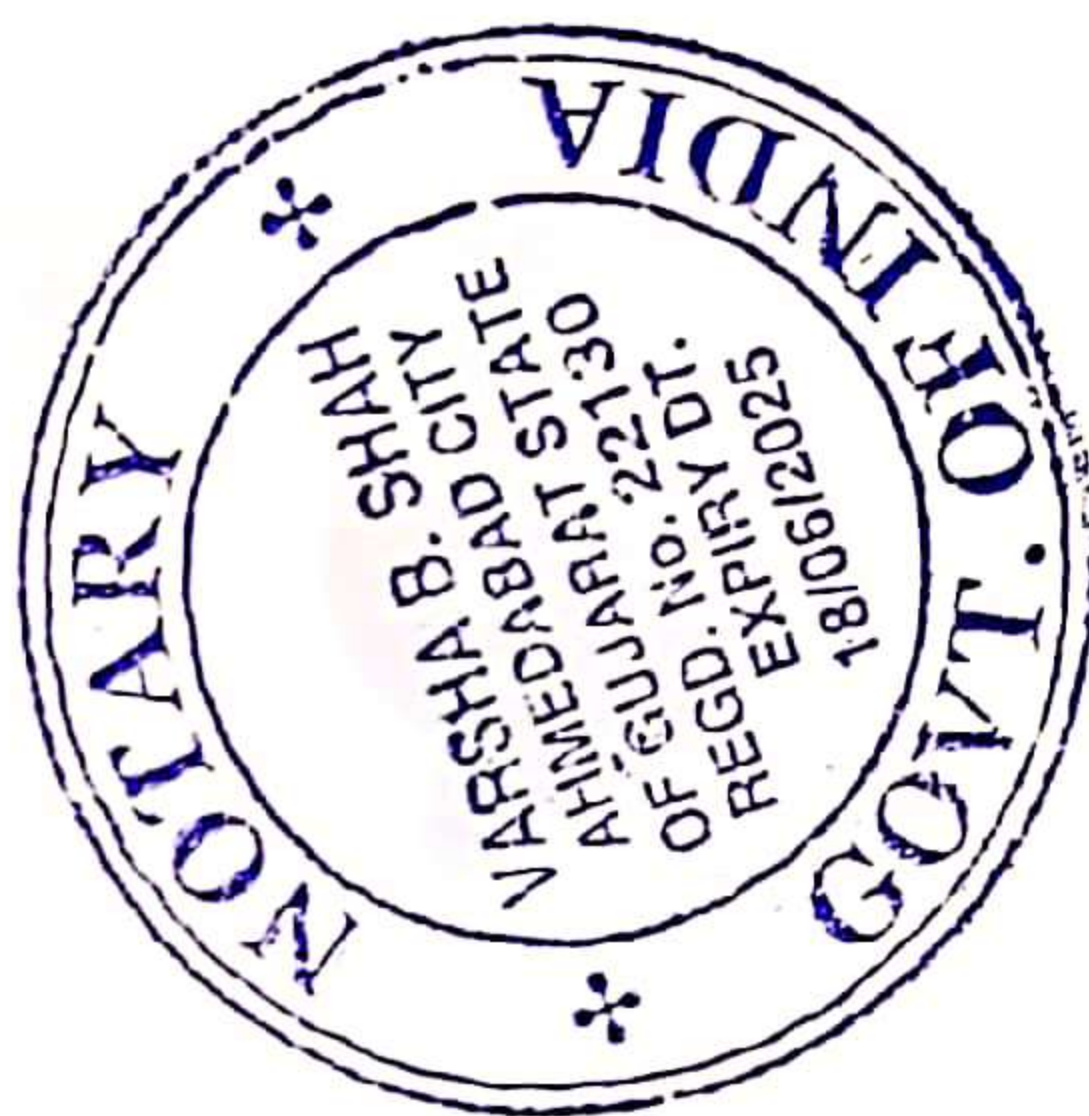
Address: D-44, Akash Tower, Bodakdev, Ahmedabad

Signature: Mohini

2. Name: MIT Dalmati

Address: A13 Bigal Apartment Lake garden

Signature: MIT



SIGNED BEFORE ME

Varsha B. Shah  
VARSHA B. SHAH  
NOTARY  
GOVT. OF INDIA

9 MAY 2025