

**AMENDMENT AGREEMENT TO THE ASSET TRANSFER CUM NON-COMPETE
AGREEMENT DATED 22ND OCTOBER 2021**

THIS AMENDMENT AGREEMENT is made on this 20th day of July, 2022 at Kanpur, India:

BY AND BETWEEN:

Mr. SUNDARAM S., son of Mr. M Soundararajan, aged about 59 years, residing at 48, A, Bannargatta Road Layout, Tilak Nagar, Jaya Nagar, 'T' - Block, Bangalore - 560041 having Permanent Account Number AGUPS1181L (hereinafter referred to as "**SS**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs and permitted assigns) acting on his own as well as Sole Proprietor of M/s Sundarlam Industries, a proprietorship concern and having its registered office at A-12, Peenya, IIIrd Stage, Bangalore - 560058 (hereinafter referred to as "**Sundarlam**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

Mr. RAJ KUMAR LOHIA son of Late Rishab Kumar Lohia, aged about 67 years, residing at H1, Emerald Garden, Swaroop Nagar, Kanpur - 208002 having Permanent Account Number AATPL9289M (hereinafter referred to as "**LOHIA**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal heirs and permitted assigns);

AND

M/s SUNDARLAM INDUSTRIES PRIVATE LIMITED, a company incorporated under the laws of India having CIN: U29100UP2021PTC156570 and having its registered office at D-3/A, Panki Industrial Estate, Kanpur - 208022, through its Director Mr. K G Gupta duly authorized vide Board Resolution dated January 4, 2022 (hereinafter referred to as "**New Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and permitted assigns).

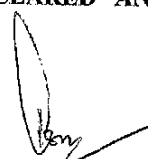
(The expressions "**SS**", "**LOHIA**" and "**New Company**" are collectively referred to as the "**Parties**" and any of them singly as "**Party**").

WHEREAS:

- A. SS and LOHIA had entered into an Asset Transfer cum Non-Compete Agreement dated 22nd October, 2021 (hereinafter the "**ATNCA**");
- B. Subsequently, after the incorporation of the New Company, on December 7, 2021, a Deed of Adherence as contemplated under the ATNCA was duly executed by the New Company;
- C. The Parties are now desirous of carrying out certain amendments to the ATNCA;

AND WHEREAS the Parties are desirous of recording the understanding between them in respect of the amendments to be carried out in the ATNCA.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:



1. **AMENDMENT TO CLAUSE 6 OF THE ATNCA DEALING WITH THE NON-COMPETE OBLIGATIONS**

1.1 In Clause 6 of the ATNCA, after Clause 6.2, the following sub-clause 6.3 be inserted:

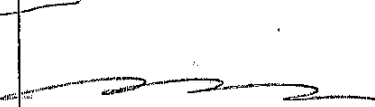
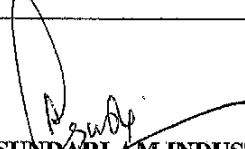
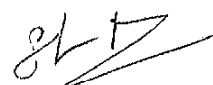
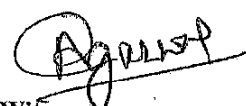
"6.3 The non-compete obligations of Seller as contained in clause 6.1 above shall be valid and effective for the higher of:

(a) a period of ten (10) years from the date of execution of the Asset Transfer cum Non-Compete Agreement dated 22nd October, 2021 plus an additional cooling off period of two (2) years; or

(b) a period upto the date Seller (including his legal heirs) continues/ remains as shareholders of the New Company, plus an additional cooling off period of two (2) years."

2. All other terms and conditions as provided under the ATNCA shall remain the same and shall apply *mutatis mutandis* to this Amendment Agreement.

IN WITNESS WHEREOF, this Amendment Agreement has been signed by duly authorized representatives of each of the Parties hereto as of the date first above written:

 SS/ SUNDARLAM	 LOHIA	 SUNDARLAM INDUSTRIES PVT. LTD.
 Witness: Name: Shurun S. Address: 48, A, Bannargatta Road Layout, Tilak Nagar, Jaya Nagar, 'T' - Block, Bangalore - 560041	 Witness: Name: Anupam Agarwal Address: Flat No. 1104, Tower 3, Emerald Garden, Swaroop Nagar, Kanpur- 208002	 Witness Name: Shikha Srivastava Address: D-3/A, Panki Industrial Estate, Kanpur, Uttar Pradesh - 208022.