सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	**IN-DL47516449562632Y**
Certificate Issued Date	:	06-Jul-2026 05:32 PM
Account Reference	:	IMPACC (IV)/ dl1103903/ DELHI/ DL-SHD
Unique Doc. Reference	:	SUBIN-DLDL110390302512162789101Y
Purchased by	:	ASHISH BEGWANI
Description of Document	:	Article Others
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ASHISH BEGWANI
Second Party	:	Not Applicable
Stamp Duty Paid By	:	ASHISH BEGWANI
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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Please write or type below this line IN-DL47516449562632Y

THIS STAMP PAPER FORMS AN INTEGRAL PART OF SHARE PURCHASE AGREEMENT ("SPA" OR "AGREEMENT") MADE ON THIS 7TH DAY OF JULY, TWO THOUSAND AND TWENTY-SIX BETWEEN MR. ASHISH BEGWANI (HEREINAFTER REFERRED TO AS THE "ACQUIRER") AND MRS. SARLA SURANA, BBIGPLAS POLY PRIVATE LIMITED (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "SELLERS")

Sarla Surana

BBIGPLAS POLY PRIVATE LIMITED

[Director]

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.

THIS SHARE PURCHASE AGREEMENT ('SPA' or 'AGREEMENT') IS MADE

ON THIS 7TH DAY OF JULY, TWO THOUSAND AND TWENTY-SIX;

BETWEEN

Mr. Ashish Begwani (PAN: AAGPB6672F), s/o Mr. Navrat Mal Begwani, resident of B-54, Paschimi Marg, Vasant Vihar-1, Delhi- 110057 (hereinafter referred to as the **"Acquirer"** which term or expression shall unless repugnant to the context mean and include its successors, representatives and assigns) of the **FIRST PART**.

AND

Mrs. Sarla Surana (PAN: AJFPS9780D), w/o Mr. Narrindra Suranna, resident of Divine Grace Apartment, 33 S. P. Sarani, Circus Avenue, Kolkata- 700017 and **Bbigplas Poly Private Limited** (PAN: AADCK7909G), bearing CIN: U25200WB2009PTC138327, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office situated at 2B, Pretoria Street, Kolkata- 700071, represented by Mr. Narrindra Suranna, in the capacity of Director having DIN: 00060127, (hereinafter collectively referred to as the **"Sellers"** which term or expression shall unless repugnant to the context, be deemed to mean and include their representatives and permitted assign) of the **OTEHR PART**:

In this Agreement, the "Acquirer" "and the "Sellers" shall individually be referred to as "**Party**" and collectively as the "**Parties**".

AND WHEREAS

(1) The Sellers [as defined under Schedule I] are the legal and beneficial owners of 40,12,335 fully paid equity shares of face value of Rs. 10/- each, representing 72.58% of the fully paid- up equity and voting share capital in **Kkalpana Plastick Limited** ("**KPL**" or "**Target Company**"), CIN- L25200WB1989PLC047702, a Public Limited Company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office situated at 12, Dr. U.N Brahmachari Street, Maruti Building, 5th Floor, Flat No. 5F, Kolkata-700017; E-mail Id: kolkata@kkalpanaplastick.co.in. The equity shares of the Target Company are listed on BSE Limited ("**BSE**") and The Calcutta Stock Exchange Limited ("**CSE**"). The entire equity shares i.e., 40,12,335 equity shares, are hereinafter referred to as **"Sale Shares"**, the full particulars of which are set out in Schedule I hereto;

Sarla Surana

BBIGPLAS POLY PRIVATE LIMITED

[Director]

(2) The Sellers form part of the Promoters / Promoter Group of the Target Company and are declared as such in the declarations filed by the Target Company with the Stock Exchanges under Regulation 31 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 as amended (**"SEBI LODR Regulations"**);

(3) The Sellers are not prohibited by the Securities and Exchange Board of India (**"SEBI"**) in dealing in securities in terms of directions issued under section 11B of the SEBI Act, 1992 or any other SEBI Regulations and to the best of their knowledge and information, the Sellers do not require any kind of approvals from any banks, financial institutions or any other authorities for dealing with the Sale Shares;

(4) The Sellers are not willful defaulter or fugitive economic offender.

(5) The Sellers are desirous of selling and the Acquirer is desirous of acquiring the Sale Shares and taking control of the Target Company and they are desirous of reducing the terms of their understanding to writing;

NOW THIS AGREEMENT, in consideration of the premises and the mutual promises, assurances and covenants set forth herein, the Parties agree as follows: -

ARTICLE 1: DEFINTIONS AND INTERPRETATIONS

In this Agreement (including in the Recital hereof), the following words and expressions shall, unless the context otherwise requires, have the following meanings: -

I. "**Agreement**" means this Share Purchase Agreement **("SPA")** including all Schedules hereto as it may be amended from time to time in accordance with its terms;

II. "**Approvals**" means all authorizations, consents, approvals and permissions required under the laws of the Republic of India for or in respect of this Agreement including for performance of any obligation or exercise of any right by a Party;

III. "**Arbitration Act**" means the (Indian) Arbitration and Conciliation Act, 1996, as now enacted or as the same may from time to time be amended, re-enacted or replaced;

IV. "**Board**" means the Board of Directors of the Target Company;

V. "**Claim**" means any claim, demand, action, cause of action, suit, litigation, damage, loss, costs, liability or expense including, reasonable legal fees, professional fees and all costs incurred in pursuing any of the foregoing or proceedings relating to any of the foregoing;

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[Director]

VI. "**Closing**" means the carrying out of the transaction envisaged by this Agreement in accordance with Article 6.1;

VII. "**Closing Date**" means the day on which Closing takes place;

VIII. "**Earnest Amount**" shall mean a sum of Rs. 2,00,00,000/- **(Rupees Two Crores Only),** being advance amount towards the Purchase Consideration being paid by the Acquirer as per Schedule II to Bbigplas Poly Private Limited ["**BPPL**"] on the Date of this Agreement."

IX. "**Effective Date**" shall mean the date of execution of this Agreement.

X. "**Escrow Account**" means the bank account to be opened with a Scheduled Commercial Bank.

XI. "**Equity and Voting Share Capital**" means the equity and voting share capital of Kkalpana Plastick Limited, i.e., Rs. 5,52,85,350/- (Rupees Five Crores Fifty-Two Lakhs Eighty-Five Thousand Three Hundred and Fifty Only) divided into 55,28,535 Equity Shares of face value of Rs. 10/- each.

XII. "**Merchant Banker**" or "**Manager to the Open Offer**" means **VC Corporate Advisors Private Limited,** having its registered office at 31, Ganesh Chandra Avenue, 2nd Floor, Suite No. 2C, Kolkata- 700013 and being an authorized Category I Merchant Banker registered with SEBI.

XIII. "**Minimum Public Shareholding**" shall mean the shareholding of the non-promoters shall be at-least 25% or more in the Company in compliance with Regulation 38 of the SEBI LODR Regulations and Securities Contract (Regulation) Rules, 1957 as amended.

XIV. "**Offer**" or "**Open Offer**" shall mean a public offer to be made by the Acquirer for acquisition of shares as required under Regulation 3(1) and 4 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, including amendments thereto;

XV. "**Purchase Price**" has the meaning assigned to it in Article 3.1.

XVI. "**ROC**" means "Registrar of Companies, West Bengal.

XVII. "**Sale shares**" has the meaning assigned to it in Recital (1) above;

XVIII. "**Shares**" means equity shares of KPL.

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BBIGPLAS POLY PRIVATE LIMITED

[Director]

XIX. "**SEBI**" means the Securities Exchange Board of India constituted under the Securities and Exchange Board of India Act, 1992.

XX. "**Stock Exchanges**" means BSE Limited ["**BSE**"] and The Calcutta Stock Exchange Limited ["**CSE**"], i.e., the Stock Exchanges where the equity shares of KPL are presently listed.

XXI. "**Takeover Regulations**" means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 including any amendments, modifications, deletions, exemptions or clarifications thereto from time to time, made by SEBI or any other appropriate authority.

XXII. "**Target Company**" or "**KPL**" means **Kkalpana Plastick Limited**, CIN: L25200WB1989PLC047702, a Public Limited Company incorporated and registered under the Companies Act, 1956 having its registered office at 12, Dr. U.N Brahmachari Street, Maruti Building, 5th Floor, Flat No. 5F, Kolkata- 700017.

1.2. Headings to Articles are for the sake of convenience only and shall not form part of the operative provisions of this Agreement.

1.3. References to Recitals and Articles are to the recitals to, and articles of, this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Recitals and Schedules.

ARTICLE 2: SALE AND PURCHASE

2.1. Subject to the other provisions of this Agreement and against the payment of the sale consideration and other necessary compliances by the Acquirer, the Sellers shall sell, transfer, convey and deliver to the Acquirer and the Acquirer shall purchase and acquire from the Sellers, the Sale Shares free from all liens, encumbrances, all rights, title and interests of the Sellers in the shares together with all accrued benefits, rights and obligations attaching thereto.

2.2. It is specifically agreed that the sale contemplated in this Agreement is for the whole of Sale Shares and under no circumstances, the Sellers will be entitled to Offer or the Acquirer would be entitled to claim pro- rata shares.

2.3. The Acquirer shall bear and pay stamp duties and other costs, if any, payable for or in relation to transfer of the Sale Shares. The Sellers shall be solely responsible for payment and discharge of income tax or capital gains tax or other levies, if any, arising from or applicable to, sale or transfer of the said Sale Shares.

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BBIGPLAS POLY PRIVATE LIMITED

[Director]

2.4. The Sellers confirm that the Sale Shares are fully paid up and there is no lien whatsoever or any other encumbrances and the Sellers shall hand over the said confirmation letter to the Acquirer along with the letter received from the Target Company.

ARTICLE 3: PURCHASE PRICE AND PAYMENT

3.1 The Purchase Price for acquisition of the Sale Shares shall be at a price of Rs. 28/- (Rupees Twenty-Eight Only) per share, aggregating to Rs. 11,23,45,380/- (Rupees Eleven Crores Twenty-Three Lakhs Forty-Five Thousand Three Hundred and Eighty Only) (the "**Purchase Price**").

3.2 The Sellers shall sell, convey and transfer to the Acquirer and the Acquirer shall purchase, acquire and accept from the Sellers the above-mentioned Sale shares immediately upon receiving the Purchase Price (as defined above).

ARTICLE 4: EFFECTIVE DATE

This Agreement shall take effect from the Effective Date provided that the effectiveness of this Agreement will not in any way be affected by any change in the Takeover Regulations which does not void any of the provisions of the Agreement and the Parties shall be responsible for completing the transactions contemplated by this Agreement notwithstanding any such change.

ARTICLE 5: PRE-CLOSING COVENANTS

5.1 **Conduct of Business of the Target Company**

Subject to Article 5.2 herein, from the date hereof until Closing, the Sellers shall do everything within their power to cause the Target Company to conduct its business in the ordinary course, save in so far as agreed in writing by the Acquirer.

5.2 **Certain acts of the Target Company which require consent of the Acquirer.**

5.2.1. From the effective date, till the date of Closing, the Sellers shall not do or cause to be done, including by or through the general body or the Board of Directors of the Target Company, any of the following acts and deeds, without prior consent of the Acquirer:

a) Alienate any material assets whether by way of sale, lease, encumbrance or otherwise dispose of or enter into an agreement therefore outside the ordinary course of business of the Target Company; or

Sarla Surana

BBIGPLAS POLY PRIVATE LIMITED

[Director]

b) Effect any material borrowings outside the ordinary course of business;

c) Issue or allot any authorized but unissued securities carrying voting rights during the Offer period;

d) Implement any buy-back of shares or effect any other change to the capital structure of the Target Company;

e) Enter into, amend or terminate any material contracts to which the Target Company or any of its subsidiaries is a party, outside the ordinary course of business whether such contract is with a related party, within the meaning of the term under applicable accounting principles, or with any other person; and

f) Accelerate any contingent vesting of a right of any person to whom the Target Company or any of its subsidiaries may have an obligation, whether such obligation is to acquire shares of the Target Company by way of employee stock options or otherwise enter into any arrangements, dealings or contracts with the Sellers or its nominees;

The above restrains shall be in accordance with Regulation 26 of the Takeover Regulations.

5.3. **Not to deal in the shares of the Target Company**

From the date of entering into this Agreement till the date of the Closure of the Offer, the Sellers shall not, except with the prior consent of the Acquirer, sell, transfer, gift, exchange or dispose of or any way deal in the equity shares of the Target Company or create any right, interest or encumbrance over the Sale Shares.

5.4. **Right of the Acquirer to nominate to the Board:**

5.4.1. The Parties hereby agree that the Acquirer shall be entitled to appoint himself / his representatives on the Board of Directors of the Target Company after expiry of 15 working days from the date of the Detailed Public Statement on deposit of 100% of the consideration payable, assuming full acceptance, in cash in the Escrow Account in terms of Proviso to Regulation 24(1) read with Regulation 17 of the Takeover Regulations. The Sellers shall cause the Target Company to take necessary steps in this respect, if asked by the Acquirer, to facilitate the appointment of Acquirer representatives on the Board of Directors of the Target Company and give effect to the resignation of the existing Directors.

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BBIGPLAS POLY PRIVATE LIMITED

[Director]

5.4.2. The Parties hereby agree that the Acquirer after the expiry of twenty-one working days from the date of Detailed Public Statement be entitled to, act upon the agreement and may complete the acquisition of shares or voting rights in, or control over the Target Company as contemplated under Regulation 22(2) of the Takeover Regulations on deposit of 100% of the consideration payable, assuming full acceptance, in cash, in the Escrow Account.

5.4.3. The Parties acknowledge that, pursuant to this Agreement, subject to compliance with Regulation 22(2) of the Takeover Regulations, the Acquirer becoming entitled to consummate the Underlying Transaction and acquiring control over the Target Company in accordance with this Agreement, shall simultaneously with such acquisition of control pay to the Sellers the balance Purchase Consideration, being the Purchase Consideration less the Earnest Money already paid by the Acquirer to BPPL, in the respective proportions set out in Schedule II.

5.4.4. The Sellers undertake that after receiving Purchase Price, they shall immediately facilitate to appoint the Acquirer or his nominees on the Board of the Target Company and also transfer the shares in the demat account of the Acquirer in the proportion as mentioned in the SPA in terms of compliance of the Regulation 22(2) and Regulation 24(1) of the Takeover Regulations.

5.4.5. The presence of such Directors nominated by the Acquirer shall be a mandatory requirement to constitute quorum for the Board of Directors of the Target Company to transact valid business, be it at a Board Meeting or through Circular Resolution, until closing, in respect of matters specified in Clause 5.2.1.

ARTICLE 6: CLOSING

6.1 Closing

6.1.1. Closing shall occur on a date which shall be within 30 (thirty) working days after the receipt of the Final Certificate from the Merchant Banker about the completion of the Open Offer formalities. In case of any practical difficulties, the closing date may be extended by the mutual consent of the parties in writing but shall not be later than twenty-six weeks from the Offer Period in compliance with Regulation 22(3) of the Takeover Regulations.

6.1.2. Subject to the provisions of Regulation 22(2) of the Takeover Regulations and fulfillment of the conditions precedent set out herein, the Closing shall occur on such date as may be mutually agreed between the Parties, being a date on which the Acquirer has become entitled to consummate the Underlying Transaction in

Sarla Surana

BBIGPLAS POLY PRIVATE LIMITED

[Director]

accordance with the Takeover Regulations, including upon deposit of one hundred per cent. (100%) of the Open Offer consideration in the Escrow Account as required under the Takeover Regulations ("**Closing Date**").

6.2 Action by the Sellers and the Acquirer

On Closing, the Parties shall take all steps necessary for fulfilling their respective obligations under this Agreement and for Closing of the transaction envisaged in this Agreement.

6.3. Closing Activities

The Sellers shall cause the Target Company to convene a meeting of the Board of Directors of the Target Company after the completion of Open Offer formalities, at which the Board shall pass the following resolutions (read with Article 5.4 as stated above to the extent not applicable) for:

a) Appointing the persons nominated by the Acquirer as directors on the Board of the Target Company.

b) Accepting the resignations of the existing Directors from the Board of the Target Company.

c) To take on record the transfer/electronic transfer of Sale Shares in the name of the Acquirer or his nominees.

d) Transfer of Control and Management of the Target Company in favour of the Acquirer.

e) Changing the signatories of all banks of the Target Company by substituting all nominees of the Sellers with the nominees of the Acquirer.

f) The reorganization of the Acquirer/ his representatives, if any, as official Promoters of the Target Company and removal of the names of the present Promoters from the category of Promoter Group.

g) The reorganization of the various committees as may be statutorily required pursuant to the change of the Directors or otherwise.

h) Other allied matters as may be applicable.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

The Sellers and the Acquirer hereby represent and warrant that in terms hereinafter listed (the "**Warranties**"), and agree and acknowledge that they are entering into this Agreement in reliance on such Warranties. Notwithstanding any provisions to the contrary, the Warranties and indemnification obligations shall remain in full force and effect.

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BBIGPLAS POLY PRIVATE LIMITED

[Director]

7.1 The Acquirer warrants that the execution of this Agreement and the purchase of the Sale Shares pursuant hereto, have been duly authorized and constitutes a legal, valid and binding obligation of the Acquirer enforceable in accordance with its terms.

7.2 That it is clearly understood between the parties that it will be the responsibility of the Acquirer to comply with the provisions of the applicable laws and obtain necessary approvals wherever required in respect of the compliance of the Open Offer Formalities as per the Takeover Regulations.

7.3 The Sellers warrant that they have the requisite power and authority to execute and deliver this Agreement and perform their obligations as set forth in this Agreement and that it is binding on the Sellers.

7.4 The Sellers and the Acquirer represent and warrant that neither the execution of this Agreement nor performance of their respective obligations hereunder, nor the transactions contemplated herein, nor the completion of the transaction envisaged herein, nor compliance with the terms and conditions of this Agreement will:

a) contravene any provision of any law or any statute or decree, rule or regulation binding upon the Parties; or

b) conflict with or result in any breach of any terms, covenants, conditions or provisions of or constitute a default of any agreement or instrument to which either the Sellers or the Acquirer are a Party.

7.5 The Sellers warrant that they are the legal and registered owners of all rights and interest in the Sale Shares and that the Sellers have clear, absolute and marketable rights, title and interest in and to the Sale Shares and that the Sale Shares are free from and clear of any encumbrances, of any kind whatsoever and has not been transferred, sold, mortgaged or otherwise dealt with in favor of any person(s).

7.6 The Sellers warrant that they hold the entire Sale Shares in demat form.

7.7 The Sellers and the Acquirer shall indemnify and keep indemnified the other, from and against all losses, liabilities, damages, costs and expenses that may be incurred or suffered by the other, arising from breach or default in performance or fulfillment by him or by any of his nominees, of any of the obligations, provisions, covenants, representation and warranties set forth in this Agreement till the date of SPA or till the date of effective control by the Acquirer, whichever is later;

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[Director]

7.8 The Sellers warrant that they shall be fully liable for any penalties, costs, or consequences arising from non-compliance or violations of applicable laws, regulations, or contractual obligations for all previous instances until the completion of the open offer. This includes, but is not limited to, any regulatory breaches, misrepresentations, or omissions that may result in legal or financial repercussions. The sellers agree to indemnify and hold harmless the Acquirer for any losses or damages incurred due to such non-compliance or violations during this period.

7.9 The Sellers further warrant:

a) that the Balance sheet of the Target Company as at March 31, 2026 and information provided till the date of entering into this Agreement, which has been furnished to the Acquirer represent the true state of affairs of the Target Company.

b) that there are no claims, disputes, defaults, obligations in respect of Income tax, Wealth tax, sales tax, Service Tax, TDS, Property Tax, Urban Land Tax, Goods and Service Tax or any other tax, levies, dues or cess or any non-compliances of SEBI/ ROC/ Stock Exchanges relating to the Target Company other than those stated in the latest Annual Report as at March 31, 2025 and audited financial results as at March 31, 2026 till the date of entering into this Agreement.

c) that there is no petition for winding up filed against the Target Company nor is any winding up proceedings being threatened to be initiated against the Target Company.

d) that there is no proceeding filed under the provisions of Sections 397 and 398 of the Companies Act, 1956/ Section 241 and 242 of Companies Act, 2013 against the affairs of the Target Company.

e) that there are also no contingent or disputed or undisclosed liabilities or claims in respect of the affairs of the Target Company, other than those stated in the latest Annual Report as at March 31, 2025 and audited financial results as at March 31, 2026 till the date of entering into Agreement.

f) The Sellers also agree that, if any, liability/penalty is levied upon KPL under applicable statutory laws for any period prior to the date of closure of the Offer and not disclosed in the said balance sheet or otherwise by the Sellers to the Acquirer, the Sellers shall indemnify and/or otherwise reimburse to the Acquirer, wherever applicable. However, the Sellers shall not be liable to indemnify for any liability/penalty which may be levied due to the actions of the Acquirer or resulting from actions in accordance with the directions of the Acquirer.

Sarla Surana

BBIGPLAS POLY PRIVATE LIMITED

[Director]

Acquirer's Warranties:

7.10 That the Acquirer has the necessary resources to pay the required consideration under this Agreement.

7.11 That the Acquirer has confirmed that the acquisition made in pursuant to this Agreement would result in triggering the requirement of the Open Offer under applicable regulations of the Takeover Regulations, and the Acquirer shall take necessary steps to cause a Public Announcement for acquiring a minimum of 26.00% of the outstanding equity and voting share capital of the Target Company in terms of the Takeover Regulations.

7.12 That the Acquirer shall immediately on the day of execution of this Agreement, cause a Public Announcement for acquiring a minimum of 26.00% of the outstanding equity and voting share capital of the Target Company in terms of the Takeover Regulations. The Acquirer confirms that failure on his part to comply with any regulations/ applicable provisions shall not entail any liability on the Sellers and they agree to indemnify the Sellers to this effect.

7.13 The Acquirer further undertakes to take all necessary steps to proceed with Open Offer in accordance with law including the Takeover Regulations to acquire a minimum of 26.00% of the outstanding equity and voting share capital of the Target Company from the public and to comply with all orders and directions of SEBI in this behalf including payment of any interest on the price if required to be offered.

7.14 The Acquirer further undertakes that any benefits accrued to the Target Company or realized by the Target Company in respect of the period prior to the date of Agreement shall be reimbursed by the Acquirer to the Sellers.

It is further agreed between the Parties:

I. That in case of non-compliance of any provisions of the Takeover Regulations, the Agreement for such sale shall not be acted upon by the Sellers or the Acquirer and the same shall be treated as null and void and for any violation from either party, the other party has the right to demand for compensation for the loss due to loss of agreement.

II. That it is clearly understood between the parties that it will be the responsibility of the Acquirer to comply with the provisions of the applicable laws and obtain necessary approvals wherever required in respect of the compliance of the Open Offer Formalities as per the Takeover Regulations.

Sarla Surana

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[Director]

III. That it is clearly understood between the parties that it will be the responsibility of the Acquirer to comply with the Minimum Public Shareholding in the scenario the shareholding of the Acquirer breached the Minimum Public Shareholding Criteria.

IV. That it is also understood between parties that the Sellers shall co-operate with the Acquirer in furnishing any information required in compliance with the Takeover Regulations for the purpose of Open Offer being made to the shareholders of the Target Company.

V. That the Sellers shall not make any materially adverse change in the Target Company and shall inform the Acquirer for any materially adverse event or any material litigation or winding up or other proceedings initiated or threatened against the Target Company. If any materially adverse change happens then the Acquirer shall have the option, not to proceed with the underlying transaction.

VI. The Acquirer shall not sell or agree to sell or dispose of any shares acquired by him, other than Sale Shares, till the completion of the Offer Period.

VII. The representations of the Sellers, the Acquirer hereinbefore contained are true and correct on the date hereof and will remain true and correct on the Closing Date.

VIII. That the Sellers and the Acquirer agree to abide by their obligations as contained in the Takeover Regulations.

ARTICLE 8: MISCELLANEOUS

8.1 **Waiver:** The terms of this Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by the Parties hereto. Waiver of any term of this Agreement shall not be deemed to be a waiver of any subsequent breach of such term or any other term of this Agreement. The failure of any Party hereto to claim default of any part of this Agreement, or any failure to enforce any of its rights hereunder shall not be deemed a waiver of any subsequent claims or rights under this Agreement.

8.2 **Expenses:** Except as otherwise provided in this Agreement, each Party shall bear its own expenses relating to this Agreement and the performance thereof.

8.3 Each party hereto will take steps to duly perform and fulfill their obligations under this Agreement and extend full co-operation and assistance to the other Party, as the other Party may reasonably require, for giving full effect to the provisions of this Agreement.

Sarla Surana

BBIGPLAS POLY PRIVATE LIMITED

[Director]

ARTICLE: 9 DISPUTE RESOLUTION

9.1 For the purposes of this Article, the Sellers shall be considered as one Party.

9.2 **Initiation of proceedings**: In the event of any disputes or differences or claims relating to, arising out of or in any way connected to this Agreement the same shall be finally resolved by final and binding arbitration in accordance with this Article. Whenever a Party shall decide to institute arbitration proceedings, it shall give written notice to that effect to the other Party. The Party giving such notice shall refrain from instituting the arbitration proceedings for a period of seven days following such notice to allow the Parties to attempt to resolve the dispute between them. If the Parties are still unable to resolve the dispute, the Party giving the notice may institute the arbitration proceeding in accordance with law.

9.3 **Venue, Language and Number of Arbitrators**: Arbitration shall be held at Kolkata, India, in the English language. The arbitration shall be conducted by a sole arbitrator to be mutually agreed upon by the Parties. In the event the parties are unable to agree to an arbitrator within 10 days of notice as contemplated above, the party seeking arbitration will be at liberty to apply to the Competent Court/Designate Authority for appointment of the sole arbitrator in accordance with the Arbitration Act.

9.4 **Finality of Award**: The award made by the Arbitrator shall be final and binding between the parties.

ARTICLE: 10 NON-WAIVERS

Failure on the part of both the parties to exercise, and/or delay in exercising, any right under this agreement or any of the ancillary agreements shall not operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right. The remedies in this agreement and the ancillary agreements are cumulative and shall not be exclusive of any remedy provided by law.

ARTICLE: 11 APPROVALS

The agreement shall be subject to the necessary and requisite statutory, government approvals required, if any.

ARTICLE: 12 NOTICES

All notices, reports and communications permitted or required by this agreement or any ancillary agreement(s) shall be in writing and shall be deemed to have been duly given if delivered personally, on date of such delivery, if sent by facsimile transmission upon receipt of transmission confirmation provided that where such delivery or

Sarla Surana

BBIGPLAS POLY PRIVATE LIMITED

[Director]

transmission is on a day that is not a business day, on the next succeeding business day or if sent by certified or registered mail, returned receipt requested, postage prepaid, addressed to the other party, two business days after date of posting unless otherwise expressly indicated in this agreement or the relevant ancillary agreement, the address of the parties for the purpose of giving notice are those which are mentioned under the name of each party at the beginning of this agreement and also to the Target Company.

ARTICLE 13: INDEMNITY

Indemnity by the Sellers:

The Sellers hereby agree to indemnify, defend, and hold harmless the Acquirer, his affiliates, employees, agents, and representatives (hereinafter collectively, the "**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs, claims, demands, actions, suits, penalties, judgments, settlements, and expenses (including reasonable legal and other professional fees) (hereinafter collectively, referred as "**Losses**") that the Indemnified Parties may suffer or incur as a result of, arising out of, or relating to:

a. Any inaccuracy or breach of any representation or warranty made by the Sellers under this Agreement;
b. Any non-fulfillment or breach of any covenant, obligation, or undertaking by the Sellers under this Agreement;
c. Any non-compliance with applicable laws, rules, guidelines, agreements, or regulations, including SEBI regulations, prior to the Closing Date;
d. Any pending or threatened litigation, penalties, claim, notices or proceeding related to the business, assets, or liabilities of the Company prior to the Closing Date.
e. All potential liabilities (but not limited to) as identified and highlighted as part of the due diligence as per the report attached in Annexure.

Indemnity by the Acquirer:

The Acquirer shall indemnify, defend, and hold harmless the Sellers and their respective representatives from and against any Losses arising out of or in connection with:

a. Any inaccuracy or breach of any representation or warranty made by the Acquirer under this Agreement;

b. Any non-fulfillment or breach of any covenant, terms, obligation, or undertaking by the Acquirer under this Agreement.

Procedure for Indemnification

a. The Indemnified Party shall notify the Indemnifying Party, in writing, of any claim or action subject to indemnification within 7 working days of becoming aware of such claim or action.

Sarla Surana

BBIGPLAS POLY PRIVATE LIMITED

[Director]

b. The Indemnifying Party shall have the right to assume the defense of such claim with counsel of its choice, subject to the Indemnified Party's approval, which shall not be unreasonably withheld.

c. The Indemnified Party shall cooperate fully with the Indemnifying Party in the defense of such claims.

d. Indemnifying party shall settle the claim within 30 working days from the date of notification.

ARTICLE: 14: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the Courts in Kolkata.

ARTICLE: 15: ENTIRE AGREEMENTS

This Agreement sets forth the entire agreement and understanding reached amongst the Parties hereto and supersede all agreements, understandings, memoranda and other documents entered into or exchanged amongst the Parties.

IN WITNESS WHEREOF the parties hereinto set and subscribed their respective hands and seals the day, month and year first hereinabove written.

Signed and delivered for and on behalf of the Sellers:

Sarla Surana

Sarla Surana

In the presence of

Janvi Goenka
2B, Pretoria Street
Kolkata - 700071

For Bbigplas Poly Private Limited

BBIGPLAS POLY PRIVATE LIMITED

[Director]

Narrindra Suranna
Director
DIN: 00060127

In the presence of

Janvi Goenka
2B, Pretoria Street
Kolkata - 700071

Signed and delivered for and on behalf of the Acquirer: -

Ashish Begwani

In the presence of

Arihant Botan
2B, Pretoria Street,
Kolkata - 700071

SCHEDULE I:

DETAILS OF SELLERS & SALE SHARES:

Name of the Sellers	Address	No. of shares to be sold	% w.r.t. to the paid-up capital	Payment Consideration (Rs.)
Mrs. Sarla Surana	Divine Grace Apartment, 33 S. P. Sarani, Circus Avenue, Kolkata- 700017	1,000	0.02	28,000/-
Bbigplas Poly Private Limited	2B, Pretoria Street, Kolkata-700071	40,11,335	72.56	11,23,17,380/-
Total		**40,12,335**	**72.58**	**11,23,45,380/-**

DETAILS OF ACQUIRER:

Name of the Acquirer	Address of the Acquirer	No. of Equity Shares proposed to be Acquired	% w.r.t. to the paid-up capital
Mr. Ashish Begwani	B-54, Paschimi Marg, Vasant Vihar-1, Delhi – 110057	40,12,335	72.58
Total		**40,12,335**	**72.58**

Sarla Surana

BBIGPLAS POLY PRIVATE LIMITED

[Director]

SCHEDULE II:

DETAILS OF PAYMENT OF EARNEST AMOUNT

Name of the Sellers	Address	No. of shares to be sold	Earnest Amount (Rs.)	Balance / Final Payment (Rs.)	Name of Acquirer
Mrs. Sarla Surana	Divine Grace Apartment, 33 S. P. Sarani, Circus Avenue, Kolkata- 700017	1,000	-	28,000/-	Ashish Begwani
Bbigplas Poly Private Limited	2B, Pretoria Street, Kolkata- 700071	40,11,335	2,00,00,000/-	9,23,17,380/-	

BBIGPLAS POLY PRIVATE LIMITED

[Director]