भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◑ 2025 ◑ 12 MAR 2026 DW 738867

अ.क्र. 17333 दिनांक ______ किंमत 500

Tejas Bagde

Jai Icifan Asrotech India Ltd.

सौ. ए.आर. शिंदे
मुद्रांक विक्रेता
सिडको, छत्रपती संभाजीनगर
प.क्र.3101027

जिल्हा ... कार्यालय ... छ.संभाजीनगर
02 MAR 2026
मुद्रांक ... छत्रपती संभाजीनगर

AMENDMENT AGREEMENT TO THE SHARE SUBSCRIPTION AND SHAREHOLDERS' AGREEMENT

This Amendment Agreement ("Amendment") is made and executed on this 28 day of May, 2026.

BY AND AMONGST

A. **MR. MACHHINDRA BHAURAO NALKAR S/O BHAURAO KISAN NALKAR, age:** 59 years, occupation business residing at Plot No. 111/112 Aasha Nagar Shivaji Nagar, Garkheda, Aurangabad, Maharashtra – 431005 (hereinafter individually & collectively referred to "**Promoter 1**" (which expression shall unless otherwise mentioned be deemed to mean and include from time to time, his executers, administrators, successors and assignees) of the **FIRST PART**;

B. **MR. SHIVAJI MACHHINDRA NALKAR S/O MACHHINDRA BHAURAO NALKAR**, age: 36 years, occupation business residing at Asha Nagar, Plot No. 111 Shivaji Nagar Garkheda Parisar, Garkheda, Aurangabad, Maharashtra – 431005 and (hereinafter individually & collectively referred to "**Promoter 2**" (which expression shall unless otherwise mentioned be deemed to mean and include from time to time, his executers, administrators, successors and assignees) of the **SECOND PART**;

C. **JAIKISAN AGROTECH INDIA LIMITED,** a company incorporated under the Companies Act, 2013 and having its registered office at Office No. C-28 & C-29, Plot No. P-80, Prozone, Mall, MIDC Area, Chikalthana, Aurangabad (MH), Maharashtra, India, 431001 and bearing CIN U20210MH2021PLC366463 (hereinafter referred to as "the Company", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assign) of the **THIRD PART**;

D. **SME GROWTH FUND-SERIES ALPHA,** having its office at 605, Nathubhai Tower, Udhna Main Road, Surat, Gujarat, 394210, hereinafter called as **"the Investor"** (Which expression shall unless otherwise mentioned be deemed to mean and include from time to time, his executers, administrators, successors and assignees) of the **FOURTH PART**;

E. **PERSONS LISTED IN ANNEXURE A,** (hereinafter collectively referred to as "Other Investors" and individually as "Other Investor", which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include his successors, executors, administrators and permitted assigns) of the **FIFTH PART.**

Promoter 1 and Promoter 2 are collectively referred to as Promoters. Investor and Other Investors are collectively referred to as the Investors. The Promoter 1, Promoter 2, Company, Investor are herein after referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

A. The Parties have entered into a Share Subscription and Shareholders' Agreement dated July 14, 2025 ("SHA") governing their respective rights and obligations in relation to the Company.

B. The Company proposes to undertake an initial public offering of its equity shares and seek listing of its equity shares on a recognised stock exchange in India, including the BSE SME Platform and/or NSE Emerge.

C. The Parties are desirous of amending the SHA to ensure compliance with the provisions of the Companies Act, 2013, the Securities and Exchange Board of India Act, 1992, the rules and regulations framed thereunder, applicable stock exchange requirements and other applicable laws governing listed companies.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. CONDITIONAL TERMINATION OF SPECIAL RIGHTS

Notwithstanding anything contained in the SHA, upon the listing of the equity shares of the Company on any recognised stock exchange in India pursuant to an initial public offering ("Listing"), all special rights, privileges, protections, arrangements and benefits granted under the SHA in favour of any Investor and/or Promoter shall automatically stand terminated and shall cease to have any force or effect from the date of such Listing and that all the equity shares held by the investors shall rank pari-pasu to the shares held by public and shall bear only such rights as are available to shareholders other than investors and shall be subject to such lock-in requirements as may be applicable under the SEBI ICDR Regulations and other applicable laws as on the date of filing of the Draft Prospectus / Prospectus.

Without prejudice to the generality of the foregoing, the following rights shall remain suspended from filing till listing outcome:

a) Put Option Rights;

b) Buyback Rights;

c) Assured Return Rights, Internal Rate of Return (IRR) based Exit Rights or any similar economic protection;

d) Right of First Refusal (ROFR);

e) Tag Along Rights;

f) Drag Along Rights;

g) Affirmative Voting Rights;

h) Veto Rights;

i) Special Information Rights;

j) Inspection Rights;

k) Liquidation Preference Rights;

l) Transfer Restrictions;

m) Pre-emptive Rights;

n) Board nomination rights, observer rights or any similar governance rights;

o) Any special shareholder rights, protections, governance rights, consent rights, control rights, preferential rights or other arrangements available to any Investor and/or Promoter under the SHA which are inconsistent with the provisions applicable to a listed company.

IN WITNESS WHEREOF, the Parties have executed this Amendment Agreement on the day, month and year first above written.

Signed and delivered by **Machhindra Bhaurao Nalkar**	Witness:
Signed and delivered by **Shivaji Machhindra Nalkar**	Witness:
Signed and delivered by **Aarti Akshay Nalkar** (For **Jaikisan Agrotech India Limited**) Aarti	Witness
Signed and delivered by Jignesh Lakhani (For **SME GROWTH FUND-SERIES ALPHA**) SME GROWTH FUND SERIES ALPHA	Witness:
Signed and delivered by **Nirmal Ujjwal** (For **THE NIRMAL UJJWAL CREDIT CO-OPERATIVE SOCIETY LIMITED**)	Witness:

Signed and delivered by **Salim Ali Mohd. Tejani**	Witness:
Signed and delivered by **Sanjeev Kumar Gulab Chand Gupta**	Witness:
Signed and delivered by **Amit Bhanushali**	Witness
Signed and delivered by **Baliram Somaji Kharche**	Witness
Signed and delivered by **Vijay Narayan Patil**	Witness

Signed and delivered by **Geetaben Kamleshkumar Pandya**	Witness
Signed and delivered by **Murgesh Anil Patel and Minal Murgesh Patel (For HIGH END INC)** FOR, HIGH END INC PARTNER	Witness

ANNEXURE A

Sr. No.	Name of Shareholders
1	SME GROWTH FUND – SERIES ALPHA
2	THE NIRMAL UJJWAL CREDIT CO-OPERATIVE SOCIETY LIMITED
3	SALIM ALI MOHD. TEJANI
4	SANJEEV KUMAR GULAB CHAND GUPTA
5	AMIT BHANUSHALI
6	BALIRAM SOMAJI KHARCHE
7	VIJAY NARAYAN PATIL
8	GEETANBEN KAMLESHKUMAR PANDYA
9	HIGH END INC
TOTAL	