



IN-GJ32458381453446Y



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ32458381453446Y
Certificate Issued Date : 29-Jul-2026 11:33 AM
Account Reference : IMPACC (AC)/ gj13378711/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1337871156349830202646Y
Purchased by : RAKESH SHAH AND KOMAL INFOTECH PVT LTD
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : RAKESH SHAH AND KOMAL INFOTECH PVT LTD
Second Party : BEELINE CAPITAL ADVISORS PVT LTD
Stamp Duty Paid By : RAKESH SHAH AND KOMAL INFOTECH PVT LTD
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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FH 0018347197

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.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) made on **July 29, 2026** between

Mr. Rakesh Ramanlal Shah, an Indian resident, s/o Mr. Ramanlal Chunilal Shah, aged 73 years, having PAN AHZPS0616G, residing at E-37, Ayojannagar Society, near shreyash crossing, Paldi, Ahmedabad - 380007, Gujarat, India (hereinafter referred to as **"Acquirer No. 1"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all his executors, administrators, successors and assigns) of the **First Part**;

AND

M/s Komal Infotech Private Limited, a Private Company incorporated under the Companies Act, 1956 and having its Registered Office at 40 Asia House, Nr Swastikchar Rasta, Navrangpura, Ahmedabad-380009, Gujarat, India (hereinafter referred to as **"Acquirer No. 2"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all her executors, administrators, successors and assigns) of the **Second Part**;

AND

M/s Beeline Capital Advisors Private Limited, a Private Company incorporated under the Companies Act, 2013 and having its Registered Office at B 1311-1314, Thirteenth Floor, Shilp Corporate Park, Rajpath Rangoli Road, Thaltej, Bodakdev, Ahmedabad-380054, Gujarat, India (hereinafter called **'BCAPL / Manager to the Offer'** which expression shall include its successors and permitted assigns) of the **Third Part**.

(THE PARTIES ON THE FIRST AND SECOND PART HEREINAFTER INDIVIDUALLY REFERRED AS "ACQUIRER" AND COLLECTIVELY REFERRED AS "ACQUIRERS")

WHEREAS

M/s ECS Biztech Limited ("EBL") is a Public Limited Company incorporated under the Companies Act, 1956 having its Registered Office situated at B-02, The First, ECS Corporate House, behind keshvbaug Party Plot, off 132 Ft. Road, Vastrapur, Ahmedabad-380015, Gujarat, India and having its Equity Shares listed on BSE Limited (**'BSE'**) (hereinafter referred to as the **"Target Company"**).

AND WHEREAS

The Acquirers have approached BCAPL to manage the takeover of the Target Company and to act as **"Manager to the Offer"**. BCAPL have accepted the assignment, inter-alia, subject to the Acquirers entering into a Memorandum of Understanding for the purpose being these present:

NOW, THEREFORE THE ACQUIRERS AND THE MANAGER TO THE OFFER JOINTLY AND SEVERALLY DO HEREBY IRREVOCABLY AGREE AS FOLLOWS:

1. The Acquirer agree to takeover the Target Company by acquiring the shares of the Target Company as per the Agreement that shall be entered between the Acquirer and the sellers of shares of the Target Company.
2. The Acquirer hereby declare that they have complied or agree to comply with all the statutory formalities under the applicable provisions of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011; the Companies Act, 1956 / 2013; Reserve Bank of India Act, 1934; Foreign Exchange Regulation Act, 1976; Monopolies & Restrictive Trade Practices Act, 1969; Stock Exchange Rules & Regulations and all the applicable statutes, rules, and regulations.
3. The Acquirer agree to make a minimum public offer as per SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011 and agree to strictly follow the regulations on takeover issued by SEBI and Stock Exchanges from time to time.
4. The Acquirer agree to provide all the relevant information, declaration, undertakings as may be necessary to Manager to the Offer. The Manager to the Offer shall not be responsible for any delay due to delay made by the Acquirer or the Target Company.
5. The Acquirer undertake and declare that any information made available to the Manager or any statement made in the offer document would be complete in all respects and would be true and correct and that under no circumstances they would give or withhold any information or statement which is likely to mislead the investors/shareholders.



FOR, KOMAL INFOTECH PRIVATE LIMITED

DIRECTOR/AUTHORISED SIGNATORY

6. The Acquirer also undertake to furnish complete audited report(s), other relevant documents, papers, information, etc. of the Target Company, to enable the Manager to the Offer to corroborate the information and statements given in the offer documents.
7. The Acquirer accept full responsibility to update the information provided earlier and duly communicate to Manager to the Offer in cases of all changes in materiality of the same subsequent to submission of the offer document to SEBI but prior to opening date of issue.
8. The Acquirer accept full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts, which have a bearing on the Offer.
9. The Acquirer shall, if so required, extend such facilities as may be called for by Manager to the Offer to enable it to visit the residence of the Acquirer and to visit the Registered Office of the Target Company to ascertain for itself the true credentials of the Acquirer / Target Company.
10. The Acquirer shall extend all necessary facilities to Manager to the offer to interact on any matter relevant to the offer with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the issue, registrars, bankers, financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the offer in any capacity whatsoever.
11. The Acquirer shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Offer shall not make any misleading, incorrect statements in the advertisements, press releases, or in any material relating to the offer.
12. The Acquirer shall not, without prior approval of Manager to the Offer, appoint other intermediaries or other persons such as Registrar to the Offer, Escrow Banker to the Offer, Advertising Agencies, Printers, etc.
13. Whenever required, the Acquirer shall, in prior consultation with Manager to the Offer, enter into a Memorandum of Understanding with the concerned intermediary associated with the Offer, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such Memorandum shall be furnished to Manager to the Offer.
14. The Acquirer shall keep the Manager informed if they encounter any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Target Company from complying with its obligations as per SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011, as amended.
15. The Acquirer shall, in consultation with Manager to the Offer, file the Offer Document(s) with SEBI / Registrar of Companies / Stock Exchanges / the Registered Office of the Target Company and declare, determine the specified date / the offer opening date.
16. The Manager to the Offer agrees to provide the following services:
 - (a) Drafting of Public Announcement and Detailed Public Announcement and filing it with Stock Exchange & SEBI.
 - (b) Preparation of the offer document and filing with the SEBI.
 - (c) Assisting the Acquirer in selection of other intermediaries.
 - (d) Assisting the Acquirer during the material period of the offer w.r.t. SAST Regulations.
 - (e) Completing the Open Offer formalities in term of SAST Regulations.
17. The services offered by Manager to the Offer are on best efforts basis and in an advisory capacity. The Acquirer and the Target Company shall not hold Manager to the Offer responsible for any acts or omissions. Any additional work that is not related to the offer if prepared or done by the Manager to the Offer will be charged separately.
18. The Manager to the Offer agrees to ensure the compliance with SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011 and Stock Exchange Guidelines, Rules and Regulations.
19. If during the course of Due Diligence, any non-compliance with SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011 and other regulatory, in force during that period of time, issues are found by the Manager to the Offer, fees will be charged separately for regularising the same.
20. Any action in connection with the Offer on behalf of or by the Acquirer shall be subject to prior consultation with Manager to the Offer.
21. The Acquirer hereby indemnify and keep indemnified Manager to the Offer, at all times from any claim or demand arising out of or in connection with or in relation to the offer and holds the Lead Manager harmless, against all



FOR, KOMAL INFOTECH PRIVATE LIMITED

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actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.

22. The Acquirer hereby agrees to keep appropriate money in Escrow Account as required under the Regulations. The Acquirer hereby declare that they will deposit the funds in the Escrow Account, either in the form of Bank Guarantee and / or Cash Deposit, within two days from the date of Public Announcement.
23. The Manager to the Offer shall have the right to withdraw from the Offer if it is felt that it is against the interest of the shareholders/investors.
24. For services rendered, the Acquirer shall pay to **BEELINE CAPITAL ADVISORS PRIVATE LIMITED** a fee of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) which shall be payable as under:
- a) Rs. 5 Lakh upon execution of the engagement letter; and
 - b) Rs. 5 Lakh upon filling the draft letter of offer ("DLOF") with SEBI
 - c) Rs. 5 Lakh upon receipt of final observation letter from SEBI

GST shall be payable extra in addition to above fees as applicable at the time of payment.

All the other fees or expenses including Authority fees or any other agency fees shall be given separately by the Acquirer depending upon the Offer size.

The Acquirer would reimburse all out-of-pocket expenses incurred by Manager to the Offer within 15 days from the date of bill raised by Manager to the Offer. These out-of-pocket expenses would usually consist of postage, courier, fax, telephone, printing, advertisement, travelling, etc.

25. In the event of breach of any of the conditions mentioned above, Manager to the Offer shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the Issue Management. In such an event the Acquirer will be required to reimburse all costs and expenses incurred as determined by Manager to the Offer and also such fee for services rendered till such date of withdrawal, as may be determined by Manager to the Offer.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and the year hereinabove written.


Mr. Rakesh Ramanlal Shah
(Acquirer No. 1)

For, Komal Infotech Private Limited
FOR, KOMAL INFOTECH PRIVATE LIMITED

Rakesh Ramanlal Shah
Director
DIN: 00421920
(Acquirer No. 2/PAC)

For, Beeline Capital Advisors Private Limited


Nikhil Shah
Director
DIN: 02507020



Place: Ahmedabad
Date: July 29, 2026