

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ADITYA ULTRA STEEL LIMITED (CIN: UZ7100GJ2011PLC066552) (FIRST PARTY)**

**AND**

**VMS TMT LIMITED (CIN: UZ7204GJ2013PLC074403) (SECOND PARTY)**

**FOR, VMS TMT LIMITED**

*[Handwritten signature]*  
**DIRECTOR**

**FOR, ADITYA ULTRA STEEL LIMITED**

*[Handwritten signature]*  
**DIRECTOR**



IN-GJ83990178763906W



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

SERIAL NO.: 13839/120/24

*N. K. Bhatia*

NAVANA K. BHATIA  
NOTARY  
GOVT. OF INDIA

18 MAY 2024

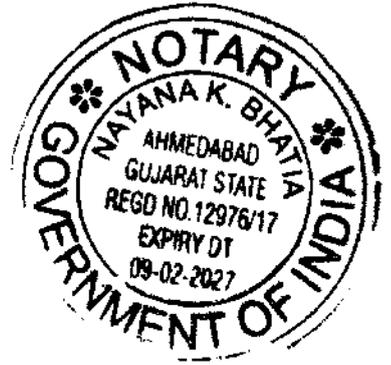
Certificate No.	IN-GJ83990178763906W
Certificate Issued Date	13-May-2024 02:24 PM
Account Reference	CSCACC (GV)/ gjcsceg07/ GJ-AHSHA1039/ GJ-AH
Unique Doc. Reference	SUBIN-GJGJCSCEG0788028993476949W
Purchased by	ADITYA ULTRA STEEL LIMITED
Description of Document	Article 5th) Agreement (not otherwise provided for)
Description	MOU
Consideration Price (Rs.)	300 (Three Hundred only)
First Party	ADITYA ULTRA STEEL LIMITED
Second Party	VMS TMT LIMITED
Stamp Duty Paid By	ADITYA ULTRA STEEL LIMITED
Stamp Duty Amount(Rs.)	300 (Three Hundred only)



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2. The onus of checking the legitimacy is on the user.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is signed and entered on the 16<sup>th</sup> day of May 2024 at A.H.D. India between

**Aditya Ultra Steel Limited**, a company incorporated under the provisions of Companies Act, 1956 and having its registered office R.S. No.48P1 to 48P5,8-A N.H, BHALGAM, Wankaner, Rajkot, Wankaner - 363621, Gujarat, India (hereinafter referred to as " **Aditya** ", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, liquidators and permitted assigns) of the **FIRST PARTY**

**AND**

**VMS TMT Limited**, a company incorporated under the provisions of Companies Act, 1956 and having its registered office at Survey No 214 Vill Bhayla, Tal Bavla Dist Ahmedabad, Bhayla, Ahmedabad, Bavla - 382220, Gujarat, India (hereinafter referred to as " **VMS TMT** ", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, liquidators and permitted assigns); of the **SECOND PARTY**

[Both the ' First Party' and the ' Second Party' are collectively referred to as " Parties" , and individually as the " Party" unless the context otherwise requires]

**WHEREAS** both the parties are engaged in the same line of business i.e. Manufacturing of TMT bars from billets through reheating furnace and rolling mill under the Kamdhenu group Brand.

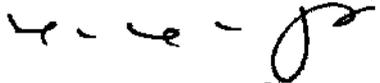
**WHEREAS** Mr. Varun Jain, Mr. Manoj Jain, Mrs. Sangeeta Jain and Mr. Rishabh Singhi are Promoters of VMS TMT Limited and Mr. Varun Jain, Mrs. Varuna Jain and Mr. Sunny Singhi are Promoter of Aditya Ultra Steel Limited. Hereinafter Mr. Varun Jain, Mr. Manoj Jain, Mrs. Sangeeta Jain and Mrs. Varuna Jain shall be called as " **Jain family** ". Hereinafter Mr. Sunny Singhi and Mr. Rishabh Singhi shall be referred as " **Singhi Family** " .

**WHEREAS** Designated Geographical Locations shall mean Saurashtra & kutch Region and Rest of Gujarat region.

**WHEREAS** family group shall mean Jain family and Singhi family and their relatives. Relatives shall be as per section 2 (77) of the Companies Act, 2013 including any amendments thereof. Family group shall also includes descendants of Jain and Singhi Family.

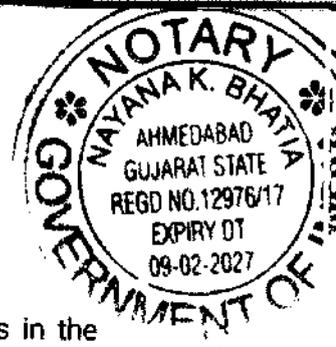
**WHEREAS** to avoid competition and ensure efficient utilization of resources, both the parties

FOR, VMS TMT LIMITED

  
DIRECTOR

FOR, ADITYA ULTRA STEEL LIMITED

  
DIRECTOR



have decided to divide geographical locations for their business operations.

**WHEREAS** Aditya Ultra Steel Limited has agreed to focus its business operations in the Saurashtra & kutch region of Gujarat State and VMS TMT Limited has agreed to focus its business in regions other than Saurashtra & kutch.

**WHEREAS** both the parties agrees not to deal in similar business activities in future. Both the parties agree not to indulge with each other in any business undertaken by either party.

**WHEREAS** the Parties are desirous of recording the terms and conditions for their geographical division for avoiding conflicts of interest in this MOU.

**NOW, THEREFORE**, the Parties agree to the following terms and conditions:

1. The First Party agrees not to sell, deal, distribute, supply TMT bars and allied products beyond geographical limits of Saurashtra & kutch Region of State of Gujarat.
2. The Second Party agrees to sell, deal, distribute, supply TMT bars and allied products beyond geographical limits of areas other than Saurashtra & kutch Region of State of Gujarat.
3. The Parties agree not to sell, deal, distribute, supply TMT bars and allied products beyond each other's designated Geographical locations as specified in this memorandum.
4. The Parties agree to keep all confidential information and trade secrets in the strictest of confidence during their relationship. Parties may not share any disclosed confidential information with unauthorized third parties. Parties may, at their discretion, enter into a Non-Disclosure Agreement to ensure sensitive information and trade secrets are kept confidential.
5. In instances where one party is officially registered, empaneled, or enrolled or having such similar arrangement with governmental authorities or divisions for the provision of TMT Bars and associated products within the Designated Geographical Locations of the other party, said registered/ empaneled/ or having such similar arrangement enrolled party may, upon prior intimation to and confirmation of other party, proceed with the supply of Goods or Services.

**6. General Miscellaneous Provisions:**

- i. This MOU shall come into effect on the date of signing and shall remain valid unless terminated by mutual agreement or superseded by a formal agreement between the parties.
- ii. In the event of a breach of any provisions of this MOU by either party, both the parties shall mutually decide remedies including but not limited to seeking damages or termination of this MOU.

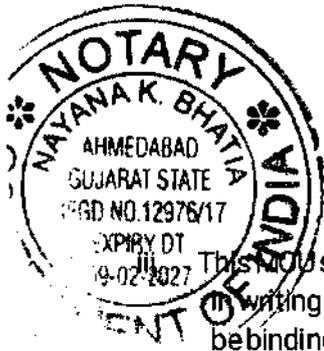
**FOR, VMS TMT LIMITED**

*[Signature]*  
DIRECTOR

**FOR, ADITYA ULTRA STEEL LIMITED**

*[Signature]*  
DIRECTOR





This MOU shall not be amended, modified, altered or changed in any way except executed in writing by both the parties. Provisions of such altered, amended or changed MOU shall be binding on both the Parties.

- iv. A waiver by any Party hereto of any provision of this MOU or a Breach there under shall not be deemed to constitute a subsequent or future waiver of the same or any other provision or a Breach of this MOU.
- v. This MOU shall inure to the benefit of and be binding on the respective successors and assigns of the Parties.
- vi. The Parties agree and undertake that this MOU shall continue to be valid, binding and enforceable against the Parties as well as their successors and assigns notwithstanding any merger, acquisition and corporate reorganization by way of change in the ownership and/or management of the Parties or otherwise within the family group. In case of change in management and control of either parties to new third party, this MOU shall stand terminated.
- vii. If any part of this Agreement is declared invalid or unenforceable, the Parties shall, in good faith, consult with each other and adopt new provisions that will to the greatest extent permitted by Law, place the Parties in the same economic position that they would have been in had the invalid part of the Agreement continued in effect and those portions of this Agreement that have not been declared invalid or unenforceable shall remain in full force and effect.
- viii. All remedies of any Party under this MOU, whether provided herein or conferred by statute, civil Law, common Law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

## 7. Legal Effect

The MOU is intended to record certain preliminary understanding in principle agreed between the parties to the MOU in order to serve as a platform for further negotiations and shall create no legal binding obligations on the parties thereto save as otherwise specified therein.

In case of dispute, differences or claim arises between the parties hereto in connection with this MOU or the validity, interpretation or alleged breach of terms or anything is improperly done or omitted to be done, the parties shall attempt in first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation, then any party may refer the Dispute to Arbitrator. The Arbitration shall take place in Ahmedabad, India and shall be governed by Laws of India.

## 8. Jurisdiction

FOR, VMS TMT LIMITED

DIRECTOR

FOR, ADITYA ULTRA STEEL LIMITED

DIRECTOR



This MOU shall be governed by the Laws of India and each party agrees to submit to the exclusive jurisdiction of the courts of Ahmedabad, India.

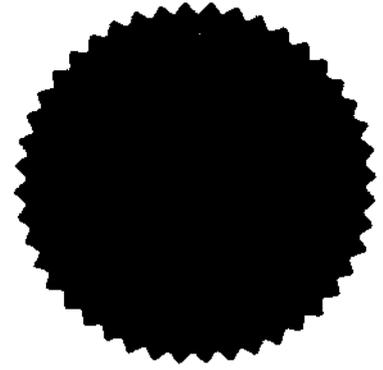
The undersigned Parties acknowledge and agree to this MOU:

By approval of the Board,  
For, Aditya Ultra Steel Limited

(First Party)  
FOR, ADITYA ULTRA STEEL LIMITED

DIRECTOR

SUNY SUNIL SINGHI  
MANAGING DIRECTOR  
DIN: 07210706



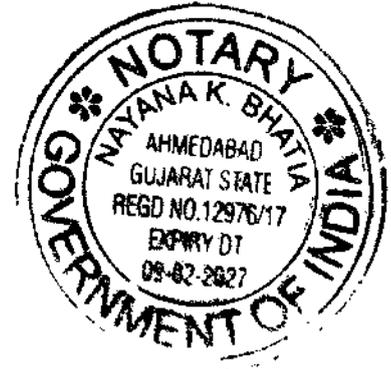
For, VMSTMT Limited  
(Second Party)

FOR, VMS TMT LIMITED

DIRECTOR

MANOJKUMAR JAIN  
NON-EXECUTIVE DIRECTOR  
DIN: 00421396

SIGNED  
BEFORE ME  
  
NAYANA K. BHATIA  
NOTARY  
GOVT OF INDIA



17 0 MAY 2024

In the presence of:

Name, Occupation & Address of Witness	Signature
VIKRAM PATEL M. Com E-401, SAHAJ PRIME, OPP. KOKUL HOTEL, SOLA. BHARWAT SOLA, AHMEDABAD - 380060	
KAUSHIK THAKAR B. Com 52- Sabar bang Society Lane - 2 DHARAMNAGAR SABARMATI - 380005	

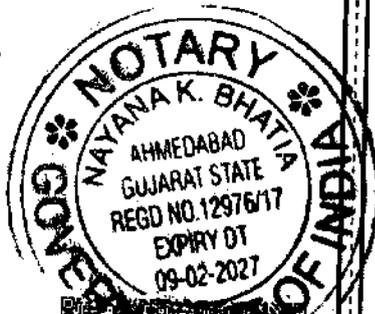


ભારત સરકાર  
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ  
Unique Identification Authority of India

નામોક્તન ક્રમ સંખ્યા/ Enrolment No.: 0000/00707/13516

To  
મનોજકુમાર જૈન  
Manojkumar Jain  
07-RIVERA GOKULDHAM,  
VILL. Sanathal,  
DISTRICT Ahmedabad,  
TAL. Sanand,  
VTC: Sanathal,  
PO: Sanathal,  
District: Ahmedabad,  
State: Gujarat,  
PIN Code: 382210,  
Mobile: 9978921673



Signature Verified  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
Date: 09/12/2016 14:23:37  
DST: 00000000

તમારો આધાર નંબર / Your Aadhaar No. :  
**3055 3059 4956**  
મારો આધાર, મારી ઓળખ



ભારત સરકાર  
Government of India



Aadhaar no. issued: 06/10/2016



મનોજકુમાર જૈન  
Manojkumar Jain  
જન્મ તારીખ/ DOB: 18/12/1961  
પુલંગ/ MALE

આધાર એ ઓળખનો પુરાવો છે, નાગરિકતા અથવા જન્મ તારીખનો નહીં. તેનો ઉપયોગ માત્ર સહાયકતા પ્રમાણીકરણ અથવા ક્યુઆર કોડ/બાયોમેટ્રિક પ્રમાણીકરણ સાથે જ થવો જોઈએ.  
Aadhaar is proof of identity, not of citizenship or date of birth. It should be used with verification (online authentication, or scanning of QR code / offline XMIT).

**3055 3059 4956**

મારો આધાર, મારી ઓળખ



Government of India



માહિતી / INFORMATION

- આધાર એ ઓળખનો પુરાવો છે, નાગરિકતા કે જન્મતારીખનો નહીં. જન્મ તારીખ આધાર નંબર ધારક દ્વારા જમા કરાવેલ નિયમોમાં ઉલ્લેખિત, જન્મ તારીખના દસ્તાવેજના પુરાવા દ્વારા આધારભૂત માહિતી પર આધારિત છે.
- આ આધાર પત્રની ચકાસણી યુ. આઈ. કી. એ. આઈ. દ્વારા નિયુક્ત પ્રમાણીકરણ એજન્સી દ્વારા ઓનલાઇન પ્રમાણીકરણ દ્વારા અથવા એવિડેન્સ સ્ટોર્સ પર ઉપલબ્ધ એમઆધાર અથવા આધાર ક્યુઆર સ્કેનર એવિડેન્સનો ઉપયોગ કરીને અથવા [www.uidai.gov.in](http://www.uidai.gov.in) પર ઉપલબ્ધ સુરક્ષિત ક્યુઆર કોડ રીડર એવિડેન્સનો ઉપયોગ કરીને ક્યુઆર કોડ સ્કેનિંગ દ્વારા થવી જોઈએ.
- આધાર અનન્ય અને સુરક્ષિત છે.
- આધાર માટે નોંધણીની તારીખથી દર 10 વર્ષ પછી ઓળખ અને સરનામાને સમર્થન આપતા દસ્તાવેજો આધારમાં અપડેટ થવા જોઈએ.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી લાભો/સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- આધારમાં તમારી મોબાઇલ નંબર અને ઇમેઇલ આઈડી અપડેટ રાખો.
- આધાર સેવાઓનો લાભ લેવા માટે mAadhaar એપ ડાઉનલોડ કરો.
- આધાર/બાયોમેટ્રિક્સનો ઉપયોગ ન કરતી વખતે સુરક્ષા સુનિશ્ચિત કરવા માટે આધારને લોક કરો/બાયોમેટ્રિક્સની સુવિધાનો ઉપયોગ કરો.
- આધાર મેળવવાની સંસ્થાઓ સંમતિ મેળવવા માટે અંધારેલી છે.
- Aadhaar is proof of identity, not of citizenship or date of birth (DOB). DOB is based on information supported by proof of DOB document specified in regulations, submitted by Aadhaar number holder.
- This Aadhaar letter should be verified through either online authentication by UIDAI-appointed authentication agency or QR code scanning using mAadhaar or Aadhaar QR Scanner app available in app stores or using secure QR code reader app available on [www.uidai.gov.in](http://www.uidai.gov.in).
- Aadhaar is unique and secure.
- Documents to support identity and address should be updated in Aadhaar after every 10 years from date of enrolment for Aadhaar.
- Aadhaar helps you avail of various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app to avail of Aadhaar services.
- Use the feature of Lock/Unlock Aadhaar/biometrics to ensure security when not using Aadhaar/biometrics.
- Entities seeking Aadhaar are obligated to seek consent.

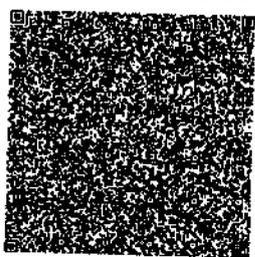


ભારત સરકાર  
Government of India



Details as on: 04/12/2016

મનોજકુમાર જૈન  
07-RIVERA GOKULDHAM, VILL. Sanathal,  
DISTRICT Ahmedabad, TAL. Sanand,  
Sanathal, PO: Sanathal, DIST: Ahmedabad,  
Gujarat - 382210



**3055 3059 4956**

1947 | [help@uidai.gov.in](mailto:help@uidai.gov.in) | [www.uidai.gov.in](http://www.uidai.gov.in)

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ભારત સરકાર

Government of India



સન્ની સુનીલ સિંઘી

Sunny Sunil Singhi

જન્મ તારીખ/DOB: 13/10/1989

પુરુષ/ MALE

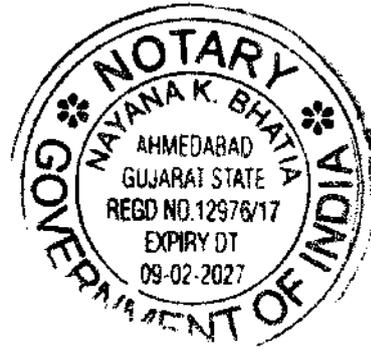
Issue Date: 20/02/2017

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VID : 9114 6746 3939 5530

મારો આધાર, મારી ઓળખ

*Handwritten signature*

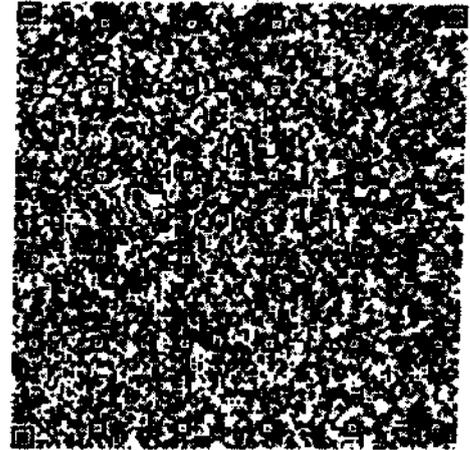


ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ  
Unique Identification Authority of India



સરનામું :  
૮૪ સફળ વિહાન, એક લાવ્યા રોડ, અત સાનથાળ તાલુકા  
જાણે. અમદાવાદ, ઠમેદાવાદ,  
ગુજરાત - ૩૮૨૨૧૦

Address:  
84 SAFAL VIHAN, EK LAVYA ROAD, AT  
SANATHAL TALUKA SANAND, Sanathal,  
Ahmedabad,  
Gujarat - 382210



4111 9710 2450

VID : 9114 6746 3939 5530

☎ 1947

✉ help@uidai.gov.in

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*hbt*