

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

This Addendum to Memorandum of Understanding ("Addendum") is executed on September 10, 2025 at Ahmedabad, Gujarat by and between:

Prozeal Green Energy Limited, a company incorporated under the provisions of the Companies Act, 1956 with Corporate Identification Number U45206GJ2013PLC075904 and having its registered office at Block-C, West Wing, 1209-1212, Stratum, Venus Ground Nr Jhansi Ki Rani Statue, Nehrunagar, Ahmedabad, Gujarat, India - 380015 (hereinafter referred to as "Prozeal", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the FIRST PART;

AND

VMS TMT Limited, a company incorporated under the provisions of the Companies Act, 1956 with Corporate Identification Number U27204GJ2013PLC074403 and having its registered office at Survey No. 214, Bhayla Village, Bhayla, Near Water Tank, Bavla - 382220, Gujarat, India (hereinafter referred to as "Company", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators, liquidators and permitted assigns,) of the SECOND PART.

(Prozeal and VMS are hereinafter collectively referred to as the "Parties" and individually as a "Party".)

WHEREAS:

1. The Parties executed a MOU dated **August 22, 2024** ("MOU") wherein Prozeal had agreed to provide services to the Company for setting up of 15 MW solar project including land required for setting up of the ground mounted solar plant ("Project") and to allow the Company to use the said land on lease basis for the purpose of establishing and operating the Project.
2. The MOU also stated that land admeasuring 74 acres bearing Survey Nos. 82, 81, 63, 64, 61, 49, 40 and 39, situated at Village Zenta, Tharad Taluka, Banaskantha District - 385565 ("Old Land") was identified for the purpose contemplated under the MOU.
3. However, due to certain operational and logistical reasons, the Parties have decided to obtain other parcels of land situated at Village Forna, Diyodar Taluka, District Banaskantha, Gujarat instead of the ones mentioned in the MOU as the same will benefit the Company.

4. Accordingly, the Company have entered into lease agreements dated August 22, 2025 and August 28, 2025 with certain land owners which is duly registered with the Sub Registrar's Office, Deodar, Gujarat wherein the Company has taken on lease certain parcel of land admeasuring 32.91 acres bearing account no. 118, Survey No. 489 and account no. 363, Survey No. 490 situated at Village Forna, Diyodar Taluka, District Banaskantha, Gujarat ("New Land") and is also in the process of acquiring remaining parcel of land.
5. Now, the Parties mutually agree to record the above description of the New Land in this Addendum subject to the terms and conditions appearing hereinafter.

NOW, THEREFORE, the Parties agree to the following:

1. Recital 4 of the MOU

Recital 4 of the MOU shall be read and replaced as follows:

"Prozeal has arranged and the Company have accordingly entered into lease agreements dated August 22, 2025 and August 28, 2025 with certain land owners which is duly registered with the Sub Registrar's Office, Deodar, Gujarat wherein the Company has taken on lease certain parcels of land admeasuring 32.91 acres bearing account no. 118, Survey No. 489 and account no. 363, Survey No. 490 situated at Village Forna, Diyodar Taluka, District Banaskantha, Gujarat ("New Land") and is also in the process of acquiring remaining parcel of land."

2. Clause 4 of the MOU shall be read and replaced as follows:

"4. Consideration

The consideration for the use of the New Land shall be Rs. 53,000/ - per acre - per annum. For the remaining parcels of land to be acquired shall be mutually agreed upon between the Parties prior to execution of the lease agreements. This MOU shall not constitute a binding agreement to lease or purchase the Land."

2. Continuity of MOU

Except for the above modifications, all other terms, conditions, rights, and obligations under the MOU shall remain unchanged, valid, and binding on the Parties.

3. Interpretation

This Addendum shall be read in conjunction with and form an integral part of the MOU and in the event of any inconsistency, the provisions of this Addendum shall prevail to the extent of such inconsistency.

Counterparts

This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

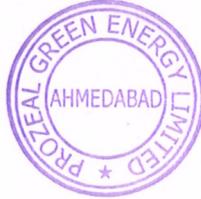
IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands the date and place first hereinabove written.

By approval of the Board

For, Prozeal Green Energy Limited

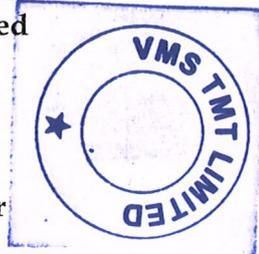
Manan H. Thakkar

Name: **MANAN THAKKAR**
Designation: **DIRECTOR**



By approval of the Board
For VMS TMT Limited

Varun Jain
Name: **Varun Jain**
Designation: **Director**



In the presence of:

Name, Occupation & Address of Witness	Signature
<i>Vikram Patel</i> E-401, Sahel Prime, 5014 Bhugwar, Ahmedabad - 380060	<i>Vikram Patel</i>
<i>Chirag Rangnani</i> A-1303, Sun Southwinds Opp. Marigold Circle, Safal 380058 Parisar, south Bopal, Ahmedabad	<i>Chirag Rangnani</i>