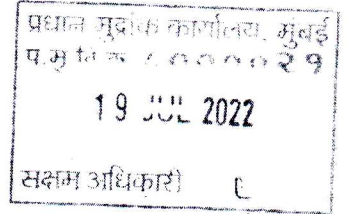




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● 2022 ●

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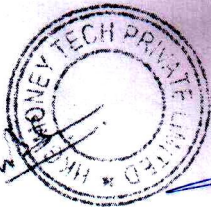
श्रीम. एल. एस. सांगळे

SUPPLEMENTARY AGREEMENT

TO THE SHARE PURCHASE AGREEMENT EXECUTED ON 25.07.2022

This **SUPPLEMENTARY SHARE PURCHASE AGREEMENT** is made and executed on 12th day of September (the "Amendment Date") by and between:

HKG MONEY TECH PRIVATE LIMITED (PAN - AABC18553Q) a private limited company incorporated and existing under the provisions of the Companies Act, 1956 and having its registered office at C Wing, Madhuban Building, Opp. Dev Nagar New Sai Baba Nagar, Kandivali West, Mumbai 400067 (Maharashtra), (hereinafter individually referred to as "the Seller" which expressions shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the First Part;



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जोड़पत्र - स Annexure - III

दस्तावेज प्रकार	AGR
दस्तावेज नोंदणी करणार आहेत का ?	YES/NO
निकळकर्त्याचे वर्णन -	HKG MONEY TECH PRIVATE LIMITED
निकळकर्त्याचे पत्ता	C-Madhuban, Ground Floor, Opp. Dev Nagar, New Saibaba Nagar Kandivali (W), Mumbai - 400 067
निकळकर्त्याचे नाव	
निकळकर्त्याचे त्वारे नाव व पत्ता	
निकळकर्त्याचे शुल्क रक्कम	Umesh V. Katti
निकळकर्त्याचे पत्ता	
निकळकर्त्याचे पत्ता	
निकळकर्त्याचे पत्ता	श्री गोविंद अशोक सहेनराव

दस्तावेज क्रमांक : 6000029
 नोंदणी करणारा बोरीवली अॅडव्होकेट्स बर असोसिएशन
 अॅडव्होकेट्स बर रुम बोरीवली कोर्ट लेन,
 बोरीवली कोर्ट, बोरीवली (प) मुंबई - 400 067
 नोंदणी करणारी मुद्रांक खरेदी केला त्याची योग्य कारणेसाठी
 खरेदी केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.

27 JUL 2022

And

NIKHIL KATTI (PAN- ANCPK9007C), son of Late Mr. Umesh Vishwanath Katti, acting in the capacity of Legal Heir of Late Mr. Umesh Vishwanath Katti, residing at Bellad Bagewadi, #341 Bagewadi, Bellad Bagewadi, Belagavi -591 305 (Karnataka) which expressions shall unless repugnant to the subject or context be deemed to include its promoters / their family members, successors, assigns and nominees) of the Second Part;

And

LAVA RAMESH KATTI (PAN AZTPK3776B), son of Mr. Ramesh Vishwanath Katti, residing at Bellad Bagewadi, #341 Bagewadi, Bellad Bagewadi, Belagavi -591 305 (Karnataka), (hereinafter individually referred to as **"the purchaser"** which expressions shall unless repugnant to the subject or context be deemed to include its promoters / their family members, successors, assigns and nominees) of the Third Part;

And

HKG LIMITED, a listed public limited company incorporated and existing under the provisions of the Companies Act, 1956 and having its registered office at C Wing, Madhuban Building, Opp. Dev Nagar New Sai Baba Nagar, Kandivali West, Mumbai 400067 (Maharashtra) (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/or assigns) of the Fourth Part.

The Party to the First Part, Second Part, Third Part and Fourth Part are hereinafter collectively called as 'Parties'

WHEREAS

1. This Supplementary Share Purchase Agreement (hereinafter referred as Agreement) is made in continuation of Share Purchase Agreement Executed between the parties on July 25, 2022 (hereinafter referred as **"SPA or Original Agreement"**).
2. The Seller is the promoter of the Company and entered into an Agreement to transfer its shareholding to Late Mr. Umesh Vishwanath Katti and Mr. Lava Ramesh Katti as per the terms and condition agreed in the Original Agreement, unfortunately on September 06, 2022 Mr. Umesh Vishwanath Katti died due to cardiac arrest.
3. As stated in the Original SPA that the parties "include its promoters / their family members, successors, assigns and nominees" therefore Late Mr. Umesh Vishwanath Katti's son Mr. Nikhil Katti agreed to substitute his father as a party of this agreement.

NOW, THEREFORE, THE PARTIES TO THE AGREEMENT HEREBY AGREED TO INCORPORATE THE FOLLOWING AMENDMENTS:

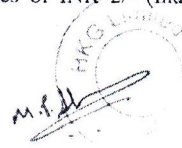
1. DEFINITIONS

Terms defined in this Supplementary Agreement shall have the same meaning as defined in the SPA and in addition to that following terms are added-

"Amendment Date": Amendment Date is the date on which this **SUPPLEMENTARY SHARE PURCHASE AGREEMENT** is executed. (i.e, September 12, 2022)

2. SALE AND PURCHASE OF SHARE PURCHASE AGREEMENT

- 2.1 Mr. Lava Ramesh Katti (**"purchaser"**) shall purchase the entire shareholding of the Seller and Mr. Nikhil Katti has no objection on the sale of entire shareholding to him by the seller.
- 2.2 The purchaser shall purchase entire shares from seller i.e 25,50,000 shares representing 4.8571% paid up capital of the HKG Limited and hence shall make the payment of its own to acquire these shares.
- 2.3 After the execution of SPA and completion of the open offer obligation, Purchaser will solely hold 1,62,00,000 (One Crore Sixty Two Lakhs Only) equity shares of INR 2/- (Indian



Rupees Two Only) each, representing 30.85714% of the Total Share Capital of the Target Company, assuming full acceptance of 1,36,50,000 equity shares being 26% of the Equity Capital for which public offer will be made.

2.4 Therefore, the Purchaser shall have the exclusive right to take over the management/control of the target company.

2.5 Due to the sad demise of Mr. Umesh Vishwanath Katti, Mr. Lava Ramesh katti has agreed to act as the sole acquirer in the open offer and has further agreed to continue with the open offer singly.



2.6 As Mr. Lava Ramesh katti agreed to clause 2.5 above, he shall be liable and responsible to fulfil the obligation of paying the consideration to shareholders in his own capacity. However, the amount deposited in the Escrow Account opened in the name and style of "HKG OPEN OFFER ESCROW ACCOUNT" having No 08406620000102 shall be utilised only for the purpose of paying the consideration to the shareholders who will tender their shares in the open offer, in lieu of utilising the amount deposited by Late Mr. Umesh Vishwanath Katti, Mr. Lava Ramesh Katti shall pay the amount deposited by him to his legal heirs as and when as may be mutually decided between them.

2.7 The compliances and disclosures as required under the applicable laws like SEBI SAST Regulations, 2011, SEBI LODR Regulations, 2015, the Companies Act, 2013 etc... pursuant to the open offer, from now shall be the sole responsibility and obligation of the purchaser.

2.8 The intend behind this Supplementary SPA shall prevail the Original SPA in case of any ambiguity.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorized signatories the day and year first above written.

SIGNED BY:

FIRST PART	SECOND PART	THIRD PART	FOURTH PART
For HKG Money Tech Private Limited	Nikhil Katti	Lava Ramesh Katti	For HKG Limited
			

WITNESS BY:

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