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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ39905385168381X

Certificate Issued Date : 14-Jun-2025 02:26 PM

Account Reference : IMPACC (CA)/ gj13224306/ NANPURA/ GJ-SU

Unique Doc. Reference : SUBIN-GJGJ1322430687492536933362X

Purchased by : GREENLEAF ENVIROTECH LIMITED

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : OFFER AGREEMENT

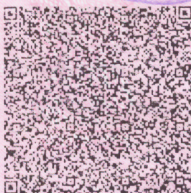
Consideration Price (Rs.) : 0
(Zero)

First Party : GREENLEAF ENVIROTECH LIMITED

Second Party : KALPESH GOTI AND GOPI GOTI AND OTHERS

Stamp Duty Paid By : GREENLEAF ENVIROTECH LIMITED

Stamp Duty Amount(Rs.) : 600
(Six Hundred only)



PF 0002386146

Statutory alert

1. The authenticity of this stamp certificate should be verified at www.shadeskarn.com or using a Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. In case of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy, please inform the Competent Authority.

OFFER AGREEMENT DATED: JUNE 17, 2025

AMONG

GREENLEAF ENVIROTECH LIMITED

AND

THE SELLING SHAREHOLDERS



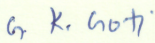

AND

SMART HORIZON CAPITAL ADVISORS PRIVATE LIMITED

OFFER AGREEMENT BETWEEN THE COMPANY; THE SELLING SHAREHOLDERS AND THE LEAD MANAGER TO THE OFFER

THIS OFFER AGREEMENT MADE AND ENTERED AT SURAT, GUJARAT ON JUNE 17, 2025 BETWEEN:

Greenleaf Envirotech Limited (Formerly known as Greenleaf Envirotech Private Limited), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 3rd Floor, Room No. 4, Plot No. 27-35, Kankavati Complex, Nandanvan Group H. Soc., Singanpore Road, Surat City, Gujarat-395004, India. (hereinafter referred to as “The Company” or “The Offeror” or “Greenleaf”), which expression shall, unless it be

<div>For Greenleaf Envirotech Limited (Formerly known as Greenleaf Envirotech Private Limited)</div> <div></div> <div>Authorised Signatory</div>	<div>Mr. Kalpesh Gordhanbhai Goti (Selling Shareholder)</div> <div></div> <div>Authorised Signatory</div>	<div>Ms. Gopiben Kalpesh Goti (Selling Shareholder)</div> <div></div> <div>Authorised Signatory</div>	<div>For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)</div> <div></div> <div>Authorised Signatory</div>
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repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

Mr. Kalpesh Gordhanbhai Goti, and Ms. Gopiben Kalpesh Goti, Indian Inhabitant, residing at B-58/59, Haridarshan Society, Laxmikant Ashram Road, Katargam, Surat City, Gujarat - 395004, India. (Hereinafter referred to as the "**Selling Shareholders**"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

Smart Horizon Capital Advisors Private Limited (Formerly known as *Shreni Capital Advisors Private Limited*) a Company registered under the Companies Act, 2013, and having its Registered Office at B/908, Western Edge II, Kanakia Space, Behind Metro Mall, off Western Express Highway, Magathane, Borivali East, Mumbai – 400066, Maharashtra, India (hereinafter referred to as "**Lead Manager**" or "**LM**" or "**SHCAPL**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**.


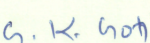


In this Agreement, the Company, the Selling Shareholder(s) and the Lead Manager are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

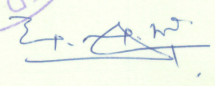
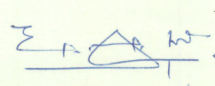
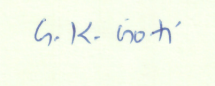

- A. The Company proposes an Initial Public Offer of 16,10,000 Equity Shares of face value of Rs. 10/- each at a price of Rs. 136 per equity share aggregating to Rs. 2,189.60 Lakhs approximately comprising of Fresh Offer of up to 13,10,000 Equity Shares of Rs. 10/- each at a Price of Rs. 136 per Equity Share aggregating up to Rs. 1,781.60 Lakhs by the Company and Offer for sale by the Selling Shareholder of up to 3,00,000 Equity Shares of Rs. 10/- each at a Price of ☐ 136 per Equity Share aggregating up to Rs. 408 Lakhs (the "**Offer**") in accordance with Companies Act, 2013 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended, (as defined herein) and as applicable to Indian securities laws.
- B. The Company and the Selling Shareholder(s) have approached the LM to manage the Offer and the LM have accepted the engagement, inter-alia, subject to the Company and the Selling Shareholder(s) entering into an Offer Agreement for the purpose being these present: -

NOW, THEREFORE, the Company, the Selling Shareholder(s) and the LM do hereby agree as follows: -

1. The Offer would be Lead Managed by **Smart Horizon Capital Advisors Private Limited** (Formerly known as *Shreni Capital Advisors Private Limited*).
2. Any change by way of addition to and deletion from the Issue Management team may be affected in prior consultation with the LM.
3. The Company hereby declares that it has complied with or agrees to comply with all the statutory formalities under the Companies Act, 2013, Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and other conditions, instructions and advices issued by Securities and Exchange Board of India (hereinafter referred to as "the Board") and other relevant statutes to enable it to make the Offer. The Company also undertakes to comply with the following requirements as and where applicable before opening of the Subscription List:
 - a. Approval of lenders regarding the Offer.
 - b. Necessary Clearances from Government / Statutory Bodies / Municipal Authorities regarding the Project.
4. The present Offer has been authorized pursuant to a resolution of our Board dated May 23, 2025 and by Special Resolution passed under Section 28 and 62(1)(c) of the Companies Act, 2013 at an Extra-Ordinary General Meeting of our shareholders held as on June 16, 2025.



For Greenleaf Envirotech Limited (Formerly known as <i>Greenleaf Envirotech Private Limited</i>)  Authorized Signatory KG	Mr. Kalpesh Gordhanbhai Goti (Selling Shareholder)  Authorized Signatory KG	Ms. Gopiben Kalpesh Goti (Selling Shareholder)  Authorized Signatory GG	For Smart Horizon Capital Advisors Private Limited (Formerly known as <i>Shreni Capital Advisors Private Limited</i>)  Authorized Signatory 
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5. The Offer for Sale has been authorised by the Selling Shareholders by their consent letters dated June 17, 2025.
6. The Company and the Selling Shareholder undertakes and declare that any information made available to the LM or any statement made in the Draft Prospectus / Prospectus (collectively referred to as “Offer Documents”) shall be complete in all respects and shall be true and correct and that under no circumstances it shall give or withhold any information or statement which is likely to mislead the investors.
7. The Company and the Selling Shareholder also undertakes to furnish complete audited report(s) (in case of a corporate body), other relevant documents, papers, information relating to pending litigations, etc., to enable the LM to corroborate the information and statements given in the Offer Documents.
8. The Company and the Selling Shareholder accepts full responsibilities to update the information provided earlier and duly communicate to the LM 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 Offer.
9. The Company and the Selling Shareholder accepts full responsibility for consequences if any, for making false misleading information or withholding, concealing material facts which have a bearing on the Offer.
10. The Company shall, if so required, extend such facilities as may be called for by the LM to enable it to visit the plant site, office of the Company or such other place(s) to ascertain for itself the true state of affairs of the Company including the progress made in respect of the project implementation, status and other facts relevant to the Offer.
11. The Company shall extend all necessary facilities to the LM to interact on any matter relevant to the Offer with the solicitors/legal advisors, auditors, co-managers, consultants, advisors to the Offer, the financial institutions, banks or any other organisation, and also with any other intermediaries who may be associated with the Offer in any capacity whatsoever.
12. The Company and the Selling Shareholder shall ensure that all advertisements prepared and released by the Advertising Agency or otherwise in connection with the Offer confirm to Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 and the instructions given by the LM from time to time and that they shall not make any misleading or incorrect statements in any public communication or publicity material including corporate, product and Offer advertisements of the Company, interviews by its promoter, Directors, duly authorised employees, representatives of the Company, documentaries about the Company or its Promoter, periodical reports and press releases issued by the Company or research report made by the Company, any intermediary concerned with the Offer or their associates or at any press, brokers’ or investors’ conferences.
13. The Company and the Selling Shareholder shall not, without prior approval of the LM, appoint other intermediaries (except Self Certified Syndicate Banks) or other persons associated with the Offer such as Advertising Agencies, Printers, etc. for printing the application forms, allotment advices, allotment letters, share certificates / debenture certificates, refund orders/ unblocking of funds or other instruments, circulars or advices.
14. The Company and the Selling Shareholder shall, whenever required and wherever applicable, in consultation with the LM, enter into an agreement with the concerned intermediary associated with the Offer, clearly setting forth their mutual rights, responsibilities and obligations. A certified true copy of such agreements shall be furnished to the LM.
15. The Company shall take such steps as are necessary to ensure the completion of allotment and despatch of letters of allotment and refund orders/ unblocking of funds to the applicants including Non-Residents Indians soon after the basis of allotment is approved by the Designated Stock Exchanges but not later than the specified time limit and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 1956 and 2013 as disclosed in the Offer Document.
16. The Company and the Selling Shareholder shall take steps to pay the underwriting commission and brokerage to the underwriters and stock brokers, etc., within the time specified in any agreement with such underwriters, stock brokers, etc. or within a reasonable time.
17. The Company and the Selling Shareholder undertakes to furnish such information and particulars regarding the Offer as may be required by the LM to enable them to file a report with SEBI in respect of the Offer.

<div> <div> <div>For</div> <div>Greenleaf</div> </div> <div> <div>Envirotech Limited</div> <div>(Formerly known as Greenleaf Envirotech Private Limited)</div> </div> </div> <div>  </div> <div> <div>Authorised Signatory</div> </div>	<div> <div>Mr. Kalpesh</div> <div>Gordhanbhai Goti</div> </div> <div> <div>(Selling Shareholder)</div> </div> <div>  </div> <div> <div>Authorised Signatory</div> </div>	<div> <div>Ms. Gopiben Kalpesh</div> <div>Goti</div> </div> <div> <div>(Selling Shareholder)</div> </div> <div>  </div> <div> <div>Authorised Signatory</div> </div>	<div> <div>For Smart Horizon Capital</div> <div>Advisors Private Limited</div> </div> <div> <div>(Formerly known as Shreni Capital Advisors Private Limited)</div> </div> <div>  </div> <div> <div>Authorised Signatory</div> </div>
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18. The Company and the Selling Shareholder(s) shall keep the LM informed if it encounters any problem due to dislocation of communication system or any other material adverse circumstance which is likely to prevent or which has prevented the Company from complying with its obligations, whether statutory or contractual, in respect of the matters pertaining to allotment, dispatch of Refund Orders/ Unblocking of Funds, Share Certificates, Debenture Certificates, Demat Credit, etc.
19. The Company and the Selling Shareholder shall not resort to any legal proceedings in respect of any matter having a bearing on the Offer except in consultation with and after receipt of advice from the LM.
20. The Company and the Selling Shareholder shall, in consultation with the LM, file the Offer Document(s) with Registrar of Companies / Stock Exchanges and declare, determine the Record Date / the Offer Opening Date.
21. The LM shall have the right:
 - ⇒ To call for complete details from the promoter of all firms in which the Company and their promoter / directors are connected in any way.
 - ⇒ To call for any reports, documents, papers, information etc., necessary from the Company to enable it to certify that the statements made in the Offer are true and correct.
 - ⇒ To withhold submission of the Draft Offer Document / Offer Document to SEBI in case any of the particulars, information, etc., called for is not made available by the company.
22. The services rendered by the LM are on best efforts basis and in an advisory capacity. The LM shall not be held responsible for any acts or omissions by the Company.
23. Any action in connection with the Offer, on behalf of or by the Company, shall be subject to prior consultation of the LM.
24. The Company and the Selling Shareholder hereby indemnify and keep indemnified the LM, at all times from any claim or demand arising out of or in connection with or in relation to the Offer and holds the LM harmless, against all actions, losses, damages, claims, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred consequent thereupon.
25. The Company and the Selling Shareholder shall, in mutual consultation, agree and abide by the advice of the LM to suitably defer / postpone the Offer in the event of any happenings which in the opinion of the LM would tend to paralyse or otherwise have an adverse impact on the political or social life or economic activity of the society or any section of it, and which is likely to affect the marketing of the Offer.
26. The LM shall have the right to withdraw from the Offer if it is felt that it is against the interest of the investors. i.e., if the LM finds non-compliances of SEBI (ICDR) Regulations, 2018 and any other major violations of the Laws of the Land by the Company and Company related entities
27. The Company and the Selling Shareholder shall not access the moneys raised in the Offer till finalisation of basis of allotment or completion of Offer formalities.
28. The Company and the Selling Shareholder shall refund/ unblocking of moneys raised in the Offer to the applicants if required to do so for any reason such as failing to get listing permission or under any direction or order of the Board. The Company and the Selling Shareholder(s) shall pay requisite interest amount if so, required under the laws or direction of order of the Board.
29. Further, a separate agreement for syndication/underwriting shall be executed at later stage.
30. **Time Frame:** The assignment is expected to be completed in the shortest/quickest possible time. However, it is to be distinctly understood that the pace of the progress of the transaction would depend on the time taken for statutory clearances and the flow of information from the Company / Promoter and top management.
31. **Payment:**

For Services rendered, the Company shall pay to LM fees as per the mandate dated December 04, 2024

For Greenleaf Limited (Formerly known as Greenleaf Envirotech Private Limited)	Mr. Kalpesh Gordhanbhai Goti (Selling Shareholder)	Ms. Gopiben Kalpesh Goti (Selling Shareholder)	For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)
			
Authorised Signatory	Authorised Signatory	Authorised Signatory	Authorised Signatory



Merchant Banking Fees shall be Rs. 50 Lakhs.

All other expense such as legal expenses, printing of prospectus, Regulatory Fees payable to Registrar, peer review restatement fees, secretarial audit fees, processing fees for depositories, initial Exchange processing fees, mandatory public advertisement, Public Offer Banker Charges Stock Exchange bidding software fees, UPI Bid Charges, (Bendem, Corporate Action Fees) for CDSL/ NSDL, NSM Commission, Pan Validation charges payable to Stock Exchange, Gratuity Valuation, Publicity, selling commission and other Miscellaneous Expenses shall be directly payable by the company on actual basis.

The bill of out-of-pocket expenses would be submitted for payment on the completion of an independent stage of the assignment (not exceeding Rs 90,000). Market Making Charges shall be Rs. 5 lakhs per annum payable for 3 years.

Marketing / underwriting fees shall be 10% of Fund Raised.

The schedule of disbursements is as mentioned below:

Sr. No.	Merchant Banking Fees	Amount (Rs. in Lakhs)
1.	On signing of Mandate	9,00,000
2.	On Appointment of intermediaries (Within 2 months Of Mandate Signing)	9,00,000
3.	On DP Filing with stock exchange	9,00,000
4.	On approval from Stock Exchange	9,00,000
5.	On Closure of IPO	Remaining Amount

The above fees are exclusive of prevailing Goods and Service Tax (“GST”). All RoC and out-of-pocket expenses to be incurred in connection with the aforesaid scope of services, which shall, inter-alia, include travel (foreign and domestic), lodging/ boarding expenses, photocopying, communication expenses, etc shall be borne by the Company. Any expenses of more than Rs.90,000 shall be incurred with the prior approval of the Company. For reimbursement of expenses, LM shall submit respective original bills to the Company.

The fees shall be paid within ten (10) days from the date of raising of the bill. The above fees shall however be reviewed after March, 2025 in case there is delay in IPO. At any time if the assignment is withdrawn at the behest of the Company/Group, we shall be entitled to 100% of the fees due at immediate subsequent stage.

32. Termination Clause:

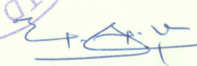
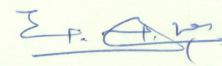
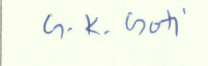

This offer and the acceptance thereof may be terminated by any party on breach of any or all of the terms and conditions stated herein by giving 15 days written notice to the company. At any stage if the mandate is terminated by any party, there shall be no refund of fees received by SHCAPL till that stage.

Notwithstanding anything contained herein, we shall have the right to terminate this Mandate letter and acceptance thereof under any or all of the following circumstances:

- a. A major break down or dislocation of the business in the major financial markets affecting global and / or Indian financial markets.
- b. Declaration of war or occurrence of insurrection or civil commotion or natural calamity like earthquake, cyclone / Hurricane, flooding or other serious or sustained financial or political or industrial emergency or disturbance affecting global and Indian financial markets.
- c. If the company fails to act on the mandate or incase if there is no activity from the company to take the mandate ahead for a period of 3 months.

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

The fees shall become due and payable as soon as the above event is completed. At no stage would any of the fees be refunded or become refundable, even if the assignment is not completed for any reason whatsoever. Payments (be it fees, out-of-pocket expenses or any other amount whatsoever) after 15 days from the date of bill / due date shall attract penal charges @ 15% p.a. till the date of settlement.

<div>For Greenleaf Envirotech Limited (Formerly known as Greenleaf Envirotech Private Limited)</div> <div></div> <div>Authorised Signatory</div>	<div>Mr. Kalpesh Gordhanbhai Goti (Selling Shareholder)</div> <div></div> <div>Authorised Signatory</div>	<div>Ms. Gopiben Kalpesh Goti (Selling Shareholder)</div> <div></div> <div>Authorised Signatory</div>	<div>For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)</div> <div></div> <div>Authorised Signatory</div>
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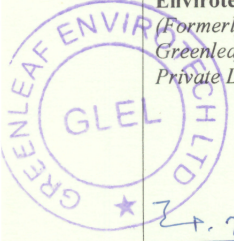

In the event of breach of any of the conditions mentioned above, the LM shall have the absolute right to take such action as it may in its opinion determine including but not limited to withdrawing from the offer Management. In such an event the Company will be required to reimburse all costs and expenses incurred till such date and also entire remaining fees shall be payable to LM within 15 days.

If any dispute or difference shall arise between the parties to this agreement as to the interpretation of this agreement or any covenants or conditions thereof or as to the rights, Duties or liabilities of any parties hereunder or as to any act, matter or thing arising out of or under this agreement (even though the agreement may have been terminated) and the same shall be referred to a mutually agreed arbitrator who shall proceed as per Arbitration and Conciliation Act, 1996. The seat, or legal place, of arbitration shall be Mumbai and the language to be used in the arbitral proceedings shall be English / Hindi.

33. **Confidentiality:** All information provided by the Company and the Selling Shareholder would be kept confidential and would be used for the purpose of due diligence and with a view to decide on whether the same has to be disclosed in the Offer Document to confirm to SEBI Regulations.



Information provided shall be used exclusively for the purpose of the transaction only.

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

 <p>For Greenleaf Envirotech Limited (Formerly known as Greenleaf Envirotech Private Limited)</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>	<p>Mr. Kalpesh Gordhanbhai Goti (Selling Shareholder)</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>	<p>Ms. Gopiben Kalpesh Goti (Selling Shareholder)</p> <p><i>G. K. Goti</i></p> <p>Authorised Signatory</p>	<p>For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)</p> <p><i>[Signature]</i></p>  <p>Authorised Signatory</p>
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Witness:

<p>Witness 1:</p> <p><i>Dhanashri Satpute</i></p> <p><i>Satpute</i></p>	<p>Witness 2:</p> <p><i>Harish Kumar Bhutra</i></p> <p><i>[Signature]</i></p>	<p>Witness 3:</p> <p><i>Name - Vaibhav Mithia</i></p> <p><i>Vaibhav</i></p>
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 <p>For Greenleaf Envirotech Limited (Formerly known as Greenleaf Envirotech Private Limited)</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>	<p>Mr. Kalpesh Gordhanbhai Goti (Selling Shareholder)</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p>	<p>Ms. Gopiben Kalpesh Goti (Selling Shareholder)</p> <p><i>G. K. Goti</i></p> <p>Authorised Signatory</p>	<p>For Smart Horizon Capital Advisors Private Limited (Formerly known as Shreni Capital Advisors Private Limited)</p> <p><i>[Signature]</i></p>  <p>Authorised Signatory</p>
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