



महाराष्ट्र MAHARASHTRA

2024

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प्रधान मुद्रांक कार्यालय, मुंबई
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24 OCT 2024
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This Stamp Paper forms an integral part of the Memorandum of Understanding ("MoU") entered on November 06, 2024 at Mumbai between Lloyds Engineering Works Limited (formerly known as Lloyds Steels Industries Limited) ("Issuer Company") and Mark Corporate Advisors Private Limited ("Lead Manager to the Issue")





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श्रीमती संगिता जाधव

This Stamp Paper forms an integral part of the Memorandum of Understanding ("MoU") entered on November 06, 2024 at Mumbai between Lloyds Engineering Works Limited (formerly known as Lloyds Steels Industries Limited) ("Issuer Company") and Mark Corporate Advisors Private Limited ("Lead Manager to the Issue")





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This Stamp Paper forms an integral part of the Memorandum of Understanding ("MoU") entered on November 06, 2024 at Mumbai between Lloyds Engineering Works Limited (formerly known as Lloyds Steels Industries Limited) ("Issuer Company") and Mark Corporate Advisors Private Limited ("Lead Manager to the Issue")



MEMORANDUM OF UNDERSTANDING BETWEEN THE LEAD MANAGER TO THE ISSUE AND THE COMPANY

This Memorandum of Understanding ("MoU") entered into on November 06, 2024, at Mumbai, between

Lloyds Engineering Works Limited (formerly known as "Lloyds Steels Industries Limited"), a company registered under the Companies Act, 1956 and having its Registered Office at Plot No. A-5/5, MIDC Industrial Area, Murbad, Thane 421 401 and Corporate Office at A-2, Madhu Estate, 2nd Floor, Pandurang Budhkar Marg, Lower Parel, Mumbai 400 013, (hereinafter referred to "LEWL" or "Company" or "Issuer", 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 **First Part**;

AND

Mark Corporate Advisors Private Limited, a company registered under the Companies Act, 1956 and having its Registered Office at 404/1, The Summit Business Bay, Sant Janabai Road (Service Lane), Off Western Express Highway, Vile Parle (East), Mumbai-400 057 India, (hereinafter referred to "MCAPL", 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**;

The parties to this MoU collectively called as the "**Parties**", and individually as a "**Party**".

WHEREAS:

1. The Company is taking steps for Rights Issue of [●] Equity Shares of the Company in the ratio of [●] of face value of ₹1/- each for cash at a price of Rs. [●] including a premium of ₹[●] aggregating to ₹98,800 Lakhs (the "**Rights Issue**") to be offered to the eligible equity shareholders.

The Company has appointed MCAPL as Lead Manager in respect of the said Issue vide Engagement Letter dated October 16, 2024.

2. The Fees payable to MCAPL would be as per the Engagement Letter.

NOW, THEREFORE, THE COMPANY, MCAPL DO HEREBY AGREE AS FOLLOWS:

1. TERM AND TERMINATION

- 1.1 The LM engagement shall commence on the date of the above-referenced Engagement Letter and shall, unless terminated earlier pursuant to the terms of this MoU, continue until the earlier of the (a) Listing of shares on BSE Limited ("**BSE**") and National Stock Exchange of India Limited ("**NSE**") issued in the Rights Issue and (b) completion of applicable BSE/NSE compliances regarding the Rights Issue.
- 1.2 Any party shall, with or without cause, have the right to withdraw from the Rights Issue, by giving a notice to other party, at any time. Each Party shall also have the right to withdraw from the Issue, by giving a notice to other Party upon non-fulfillment or non-satisfaction of any of the conditions specified in Clause 1.3. This MoU will also be subject to such additional customary provisions to termination and force majeure as are included in this MoU. Any termination under this Clause 1.2 shall be without liability or continuing obligation to the other party except for accrued rights and liabilities as provided in Clause 1.5 below and the out of pocket expenses incurred by the LM including fees and expenses of legal counsel up to the date of termination in accordance with their Engagement Letter.
- 1.3 The Issue will be conditional upon the following:
 - a) The existence of market conditions before launch that in the sole opinion of the LM are satisfactory for launching the Issue;
 - b) In the opinion of the LM, the absence of any material adverse change in condition, business, results, operations or prospects of the Company;



- c) The completion of due diligence to the satisfaction of the LM;
 - d) Finalization of terms and conditions of the Issue to the satisfaction of the LM in consultation with the Company, including, without limitation, the price and size of the Issue;
 - e) Changes to the terms and conditions of the Issue from those set forth in the Draft Letter of Offer being to the satisfaction of the LM and the Company;
 - f) Completion of all applicable requirements (including receipt of all necessary approvals, if any), compliance with all applicable laws, regulations and guidelines (including those governing the issue of equity shares) and disclosure in the Issue documents (preliminary and final) to the satisfaction of the LM;
 - g) Other necessary agreements that include representations and warranties, conditions as to closing of the Issue, force majeure provisions, term and termination provisions, lock-in provisions and provisions as to the indemnification of the LM and contribution, satisfactory in form and substance to the LM and the Company;
 - h) The benefit of a clear market to the LM prior to the Issue, and in connection therewith, no debt or equity offering of any type will be undertaken by the Company without prior consultation with the LM.
- 1.4 In the event that any provision contained in this MoU conflicts with any provision in the Engagement Letter, the provisions contained in the Engagement Letter will prevail to the extent of such inconsistency.
- 1.5 Upon termination of this MoU in accordance with Clause 1.2 and 1.3 above, the parties to this MoU shall (except for any liability arising in the MoU before in relation to such termination and except as otherwise provided herein) be released and discharged from their respective obligations under or pursuant to this MoU. However, the following clauses will remain in force and operative regardless of such termination: Clause 11 (Arbitration), Clause 12 (Governing Law), Clause 13 (Indemnity) and Clause 14 (Miscellaneous). In addition, Clause 10 (Confidentiality) will remain operative for the period specified in such Clause 10 regardless of such termination.
- 2 ISSUE TERMS**
- 2.1 The Company in consultation with the LM shall decide the term of the Issue.
- 2.2 The Company shall file the Draft Letter of Offer with SEBI, BSE and NSE or any other authority whatsoever only after prior consultation with the LM. For purpose of this MoU, the term "Draft Letter of Offer" and "Letter of Offer" shall include any amendments or supplements to such documents.
- 2.3 The Company shall refund the money raised/ issue instructions for unblocking of funds raised in the Issue 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 Stock Exchanges / SEBI. The Company shall pay requisite interest amount if so, required under the laws or direction or Order of Stock Exchanges / SEBI.
- 2.4 The Company shall determine the Issue Opening and Issue Closing Dates in consultation with the LM.
- 2.4.1 The Company hereby declare that they have complied with and agrees to comply with all the requirements under the Companies Act, 2013, as amended from time to time, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations 2018 and other relevant laws, rules, regulations, circulars and communications issued by SEBI or any other statutory authority (including, without limitation, the Reserve Bank of India) to enable the Company to make the Issue, and that consents from lenders and any other third party having any pre-emptive or other rights in respect of the equity shares or the Issue have been obtained (to the extent applicable), the equity shares proposed to be issued by the Company in the Issue are free and clear from any liens, charges, or other encumbrances, present or future, and in particular the Company, to the extent applicable, has complied with and agreed to comply with all statutory requirements under the following (as may be amended from time to time):

- (a) Securities and Exchange Board of India Act, 1992;



- (b) Securities and Exchange Board of India (Merchant Bankers) Rules and Regulations 1992;
- (c) SEBI (Stock Brokers and Sub Brokers) Rules and Regulations, 1992;
- (d) SEBI (Prohibition of Insider Trading) Regulations, 2015;
- (e) All applicable guidelines, instructions, rules and regulations issued by the respective stock exchanges and also by Ministry of Finance, Government of India, Stock Exchange Division;
- (f) Securities Contract (Regulations) Rules, 1957 and amendments thereto as and when notified; provisions of similar legislation, rules and regulations related to the Issue in force in respective countries outside India in which a portion of the Issue is issued to NRIs / FIIs; and
- (g) SEBI (Listing Obligations and Disclosures Requirement) Regulations, 2015 with SEBI and similar agreements, rules and regulations in force in other countries where the Issue is to be launched, marketed or listed exclusively for NRIs (where applicable).

2.4.2 The Company shall obtain necessary authority / approval for the proposed Issue from the Board of Directors.

2.5 The Company shall take such steps as are necessary to ensure the completion of allotment and dispatch of the Confirmation of Allocation Note ("CAN") and refund order / unblocking of funds to the applicants, including NRIs, soon after the basis of allotment has been approved by the designated stock exchanges, and in any case, not later than the statutory time limit, and in the event of failure to do so, pay interest to the applicants as provided under the Companies Act, 2013, as amended from time to time or any statutory re-enactment thereof or any other applicable regulations.

2.6 The Company shall not resort to any legal proceedings that relate to any matter having a bearing on the Issue except in consultation with, and after taking written approval of the LM, which shall not be unreasonably withheld. The Company, upon becoming, will keep the LM immediately and formally informed of details of any legal proceedings they may initiate or they may have to defend, that relate to any matter having a bearing on the Issue.

2.7 The Company shall not access the money raised in the Issue until receipt of listing and trading approvals from the relevant stock exchange(s).

2.8 The Company shall setup an Investor Grievance Redressal System to address all the Issue related grievances to the satisfaction of the LM.

3 SUPPLY OF INFORMATION AND DOCUMENTS

3.1 The Company undertakes that it shall disclose and furnish to the LM until the trading of equity shares issued in the Rights Issue, or where so requested by the LM, information relating to any pending litigation, or any materially threatened litigation of which the Company becomes aware, in relation to the Company, its promoters, its subsidiaries and group companies (each such promoter or group company as referred to in the Draft Letter of offer /Letter of offer) irrespective of whether or not such litigation affects the operations and finances of the Company and shall furnish relevant documents or information relating to such litigation to enable the LM to incorporate the relevant information in the Draft Letter of offer/ Letter of Offer.

3.2 The Company undertakes to furnish such relevant information and particulars regarding the Rights Issue as may be required by the LM to enable them to cause filing, in a timely manner, of such reports, certificates and documents or other information as may be required by Stock Exchanges, the Registrar of Companies and any other regulatory authority in respect of the Issue

3.3 The Company shall extend all necessary facilities to the LM to interact on any matter relevant to the Rights Issue with the Company's solicitors/legal advisors, auditors, consultants, advisors to the Rights Issue, the financial institutions, banks or any other organization, and also with any intermediaries, including the registrars to the Issue, who may be associated with the Rights Issue in any capacity whatsoever.



- 3.4 The Company undertakes to provide the LM with all information and documents to enable the LM to prepare the Draft Letter of offer/Letter of Offer in compliance with the legal and other regulatory requirements connected with the Rights Issue as also the regulations, guidelines or other instructions issued by SEBI from time to time, the Government of India and any other competent authority in this behalf, and customary disclosure norms to enable the investor to make a well informed decision as to investment in the Issue. The Company accepts full responsibility for the consequences, if any, of making any false statement, providing any misleading information or concealing any material facts which may have a bearing on the Issue. The LM shall have the right, in their sole discretion, to withhold submission of the Draft Letter of offer/Letter of Offer to BSE/NSE or the Registrar of Companies in case any relevant particulars or information required by the LM is not made available by the Company.
- 3.5 The Company undertakes and declares that any information made available to the LM or any statement made in the Draft Letter of offer/Letter of Offer shall be complete in all respects and shall be true and correct and that under no circumstances will the Company provide any information or statement, which is likely to mislead the LM, any regulatory authority or the investors. The Company further declares that there is no information that remains undisclosed which may have a bearing on the judgment of any regulatory authority or the LM or the investment decision of investors.
- 3.6 The Company undertakes to furnish complete audited annual report(s), along with auditor's report thereon, other relevant documents, papers, etc. including information relating to pending litigation, to enable the LM to corroborate and incorporate the information and statements given in the Draft Letter of Offer/Letter of Offer.
- 3.7 The Company shall furnish such relevant information and particulars regarding the Rights Issue which may be required by the LM to enable it to cause the filing of reports as may be required by SEBI.
- 3.8 The LM shall have the right to call for any reports, documents or information necessary from the Company to enable it to verify that the statements made in the Draft Letter of Offer/Letter of Offer are true and correct and not misleading, and do not contain any omissions required to make them true and correct and not misleading.
- 3.9 The Company shall keep the LM informed, if it encounter any difficulties due to dislocation of communication systems or any other material adverse circumstances which are likely to prevent or which have prevented it from complying with their obligations, whether statutory or contractual in respect of any matters pertaining to the Rights Issue, including matters pertaining to collection of subscription, processing of applications, allotment and dispatch of refund orders/ unblocking of funds, share certificates, demat credits for the equity shares etc.
- 3.10 The Company shall update the information provided to the LM and duly communicate to the LM any change subsequent to distribution of the Draft Letter of Offer to prospective investors and also subsequent to the submission of Letter of Offer but prior to commencement of trading of the equity shares of the Company which would make any information contained in the Draft Letter of offer/Letter of offer misleading or contain an omission in any material respect.
- 3.11 The Company undertakes or sign, and cause each of the directors of the Company to sign (in person or through their authorized representative) the Letter of Offer to be filed with SEBI, appropriate Registrar of Companies and such signature would be construed by the Company and the LM and any statutory authority to mean that the Company agrees that the Draft Letter of offer/Letter of offer provide a fair, true and accurate description of the Company and equity shares being offered in the Issue and that there has been no misstatement of any material information, and no material information has been omitted to be included, in the Draft Letter of Offer /Letter of Offer.
- 3.12 The Company undertakes to Issue and circulate the Letter of Offer to prospective investors after filing the same with SEBI, provided that such issuance and circulation is in accordance with applicable laws of each relevant jurisdiction.
- 3.13 The Company acknowledges and agrees that all information, undertakings, documents and statements required in relation to the Issue, including the Draft Letter of offer/Letter of offer would be signed and authenticated by an authorize signatory, attorney or agent of the Company and that the LM shall be entitled to assume without independent verification that such signatory, attorney or agent is duly authorized by the



Company to execute such undertakings, documents and statements, and the Company shall be bound by such obligations.

3.14 The Company agrees with the LM that:

- 3.14.1 All representations, warranties, undertakings and covenants made by the Company in this MoU or the Engagement Letter has been made after due consideration and inquiry by the Company, and that the LM may seek recourse from the Company for any breach of any representation, warranty, undertaking or covenant made by the Company; and
- 3.14.2 Any representations, warranties, undertakings and covenants in the MoU or the Engagement Letter relating to or given by the Company have been made by the Company after due consideration and inquiry, and that the LM may seek recourse from the Company for any breach of any representation, warranty, undertaking or covenant relating to or given on behalf of such entities.
- 3.15 In the event the Company requests that the LM deliver documents or information relating to the offering via electronic transmission or delivery of such document or information is required by law or regulation to be made via electronic transmissions, the Company acknowledges and agrees that the privacy and integrity of electronic transmissions cannot be guaranteed. To the extent that any documents or information relating to the LM engagement under the Engagement Letter or the Issue are transmitted electronically, the Company hereby discharge the LM from any loss or liability that may be incurred in connection with the electronic transmission of any such documents and information, including the unauthorized interception, alteration or fraudulent generation and transmission of electronic transmission by third parties.
- 3.16 The Company undertakes to provide the investors such information in relation to the Issue as may be required and advised by the LM.
- 3.17 The Company agrees that the LM shall, at all times and as it deem appropriate, subject to reasonable notice, have access to the directors of the Company and key personnel of the Company and the Company's subsidiaries and affiliates, and with prior approval, the LM shall have access to their respective external advisors.

4 INDEPENDENT VERIFICATION BY THE LM

The Company shall, if so required, extend such facilities as may be called for by the LM to enable their representatives to visit the factory, office of the Company or such other place(s) and to inspect records or other documents to ascertain for themselves 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 Issue. If, in the opinion of the LM, the verification of any of the aforesaid matters requires hiring of services of technical, legal and other experts, the company will permit such persons access to all such records and other documents of the Company.

5 APPOINTMENT OF INTERMDIARIES

- 5.1 The Company, in consultation with the LM, shall appoint intermediaries even self-certified syndicate banks which are not required to be appointed by the Company or other persons, as are mutually unrelated, such as registrar to the issue, advertising agencies, printers for printing the Letter of Offer, Application form, Abridged Letter of Offer, allotment advices/ allotment letters, refund orders/ unblocking of funds or any other instruments, circulars.
- 5.2 The parties agree that any intermediary who is appointed must be registered with SEBI under applicable SEBI guidelines, rules, regulations. Whenever required and whenever applicable, the company shall, in consultation with the LM enter into the memorandum of understanding with the concerned intermediary associated with the Issue, clearly setting forth their mutual rights, responsibilities and obligations in certified true copy of such memorandum of understanding or engagement letter shall be furnished to the LM.

The issuer shall extend all necessary facilities to the LM to interact on any matter relevant to the Issue with the solicitor/legal advisor, auditors, consultants, advisors to the issue, financial institutions, bank or any other organization and any other intermediary associated with the Issue in any capacity whatsoever.



- 5.3 The LM shall not be held responsible for any action/ inaction of any intermediary. However, the LM shall co-ordinate the activities of all intermediaries in order that they perform their respective functions in accordance with their respective terms of engagement. The Parties acknowledge that any such intermediary, being an independent entity, shall be fully and solely responsible for the performance of its duties and obligations.
- 5.4 All costs and expenses related to the Issue, including fees and expenses paid to any intermediaries shall be paid as disclosed in the Letter of Offer.

6 PUBLICITY

The Issuer shall ensure that all advertisements prepared and released by the advertising agency or otherwise in connection with the Rights Issue conform to the Stock Exchange guidelines and the instructions given by the Lead Manager from time to time and that it shall not make any misleading or incorrect statement in any public communication or publicity material including corporate product and issue advertisements of the issuer, interviews by its promoters, directors, duly authorized employees or representatives of the issuer, documentaries about the issuer or its promoters, periodical reports and press release issued by the issuer or research report made by the issuer, any intermediary concerned with the Issue or their associated or at any press or brokers conferences.

The Company shall not make any statement, or release any material or other information which is not contained in the Draft Letter of Offer/Letter of Offer, in any advertisements or at any press/ brokers/ investors conferences without the prior approval of the LM. The Company shall follow the restrictions as prescribed by Stock Exchanges in respect of corporate and product advertisements.

The Company undertakes to get prior approval from the LM in respect of all Issue related advertisements, press releases or any publicity materials related to the Issue & without their prior approval, the Company shall not issue, release & /or arrange to get issue directly or through any other entity, any advertisements, literature/obligation/circular letter/brochure/pamphlets or circulate the same in any other manner in relation to the Issue.

The Company agrees that LM may, at their own expense, place advertisements in newspapers and other external publications describing their involvement in the Issue and the services rendered by them, and may use the companies name and logo in this regard.

7 DUTIES OF THE LM

The LM hereby undertake to observe the Code of Conduct as stipulated in SEBI (Merchant Bankers) Regulations, 1992.

The services rendered by the LM shall be performed in a professional manner. The LM shall not be held responsible for any actions or omissions of the Company, other intermediates or the respective directors, agents, employees or authorized persons. The LM shall act as an independent contractor and any dues arising out of this MoU or the Engagement Letter shall be owed solely to the Company.

8 EXCLUSIVITY

The Company shall not, during the term of this MoU, appoint any advisor in relation to the Rights Issue without the prior written consent of the LM. Nothing contained herein shall be interpreted to prevent the Company from retaining legal counsel or such other advisors as may be required for taxation, accounts, legal matters, employee matters, due diligence and related matters in connection with the Issue. However, the LM shall not be liable in any manner whatsoever for actions of any other advisor appointed by the Company.

9 CONFIDENTIALITY

- 9.1 The Company and the LM agrees to keep confidential the terms of this engagement and agrees that no public announcement or communication relating to the subject matter of this MoU shall be issued or dispatched without the prior consent of parties;



- 9.2 Any advice or opinions provide by the LM under or pursuant to this MoU shall not be disclosed or referred to publicly or to any third party except in accordance with the LM prior written consent;
- 9.3 The LM agrees that all the information furnished by the Company or its advisors, representatives or council to the LM, in connection with the Issue, furnished during the term of the MoU will be treated by the LM, their advisors, representatives and councils as confidential information for the period of one year from the completion of the Issue or the termination of this MoU whichever is earlier.

The confidentiality obligation under this clause will not apply to.

- i) Any information which, prior to its disclosure in connection with the Rights Issue, was already in the possession of the LM or its advisors, representatives or counsel;
- ii) Any information which is required to be disclosed, or is disclosed in connection with the Issue, including without limitation, in the Draft Letter of Offer/Letter of Offer;
- iii) Any information which comes in the public domain without any default on the part of the LM or their advocates, representatives or counsel or comes into the possession of the LM or its advisors, representatives or counsel other than in breach of any confidentiality obligation owed to the Company of which the LM is aware;
- iv) Any disclosure pursuant to any law or order of any court or pursuant to any discretion, request or requirement (whether or not having the force of the law) of any central bank or any governmental, regulatory or supervisory authority having jurisdiction over the LM or their respective affiliates;
- v) The extent that the LM or its advisors, representatives needs to disclose any information with respect to any proceeding for the protection & enforcement of any of the rights arising out of this MoU for the Rights Issue;
- vi) Any disclosure to the auditors or other professional advisors of the LM;
- vii) Any disclosure to the LM, affiliates, employees, legal counsel or other advisors, or to any independent auditors or other experts in connection with the Issue;
- viii) Any disclosure to investors or prospective investors in connection with the Issue in accordance with the applicable laws;
- ix) Any disclosure with the prior consent of the Company;
- x) Any information to the LM, affiliates & their respective employees, legal counsel, independent auditors & other experts or agents who need to know such information for and in connection with the Issue who themselves will be bound by the same confidentiality obligation;
- xi) Any information to the purchaser or prospective purchaser of the equity shares in connection with the Issue, in accordance with the applicable laws;
- xii) Any information furnished upon the request or demand of any regulatory authority having jurisdiction over the LM or any of their affiliates;
- xiii) To the extent that such information was or becomes publicly available other than by reason of disclosure by the LM in violation of this MoU or was or becomes available to the LM or their respective affiliates from a source which is not known by such LM to be subject to a confidentiality obligation to the Company; or
- xiv) Information given to the LM, advisors or to any other individual, firm or any other entity engaged by the LM for the Issue, whom the LM will direct to observe the terms of this clause or procure to sign a confidentiality undertaking if requested by the Company.

The Company agrees that after the completion of the Issue, the LM may place advertisements in financials & other newspapers & journals at the LM expense describing their involvement in any transaction resulting



from the engagement and the services rendered by them and will also be entitled to use the Company's name in this respect.

The LM shall be entitled to retain all information furnished by the Company or its advisors, representatives or counsel to the LM in connection with the Rights Issue, and to rely upon such information in connection with any defences available to the LM under applicable laws, including without limitation, any due diligence defences.

10 ARBITRATION

In the event of a breach of any terms or conditions specified in this MoU by any Party, the defaulting Party shall have the right to cure such breach within a period of fifteen (15) days of receipt of written notice of such breach from the non-defaulting Parties. In the event that any differences, dispute or claim ("**Dispute**") arises between the Parties in connection with this MoU which is not settled within 30 days through negotiation, then any Party may refer the Dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Company, one to be appointed by the LM and the third arbitrator to be appointed by the two arbitrators so appointed). All proceedings in any such arbitration shall be conducted under The Arbitration and Conciliation Act, 1996, as amended or restated from time to time. The arbitration proceedings shall be conducted in English. The arbitration proceedings shall take place in Mumbai, India and shall be governed by the laws of India. The Parties shall share the cost of such arbitration proceedings equally unless otherwise awarded or fixed by the arbitral tribunal. The arbitral award shall state the reasons on which it is based.

11 GOVERNING LAW

This MoU shall be governed by, and construed in accordance with, the laws of India and shall be subject to the Courts of Mumbai.

12 INDEMNITY

- 12.1 The Company agrees to indemnify and hold harmless the LM and its relevant Indemnified Persons from and against any all claims, losses, liabilities, actions, proceedings, charges, costs, demands, damages or expenses, including without limitation, any legal or other fees and expenses, including without limitation, any legal or other fees and expenses actually incurred in connection with investigating, disputing, preparing or defending any action or claim ("**Losses**") actually suffered or incurred by an indemnified person in connection with or result of or arising out of this MoU, the Issue (including arising out of any untrue statements, misrepresentation or alleged misrepresentation of a material fact contained in the Draft Letter of Offer/Letter of Offer and final International Wraps or omissions or alleged omission there from of a material fact necessary in order to make the statements therein in light of the circumstances under which they were made not misleading) or any other matter to which the MoU relates, in relation to losses which arise after the date of this MoU. Such indemnity will extend to include all costs, charges & expenses which such Indemnified Person may pay or incur in investigating, disputing or defending and such loss, liability, action, proceeding, charge, cost or other demand.
- 12.2 The reference in this MoU to an "**Indemnified Person**" are to the LM and each person, if any, who controls such LM, or is under common control with, or is controlled by such LM, their respective subsidiaries, branches, affiliates and associates and their respective directors, officers, employees, agents, representatives and controlling persons.
- 12.3 The Company agrees that without the prior written consent of the LM, the Company shall not settle compromise or consent to the entry of any judgment in any claim, action or proceeding in respect of which indemnification may be sought, beneficiaries which an Indemnified Person is an accrual party to such claim or proceeding unless such settlement, compromise or consent includes a full & unconditional release of each Indemnified Person from all liability arising out of such claim, action or proceeding.
- 12.4 The Company and the LM acknowledge and agree that this clause 12 shall survive the termination of the MoU.



13 MISCELLANEOUS

- 13.1 If any provision of this MoU is invalid or not enforceable or prohibited by the law, this MoU shall be considered divisible as to the provision and such provision shall be imperative and the remainder of this MoU shall be valid, binding and of the like effect as though such provision was not included herein.
- 13.2 No modification, alteration or amendment of this MoU or any terms & provisions shall be valid or legally binding on the parties unless made in writing duly exercised by or on the behalf of all the parties hereon.
- 13.3 All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by courier, hand delivery, registered post or by facsimile as follows:

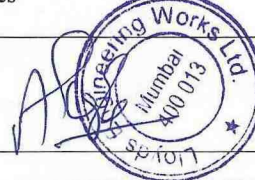

To the Company: Lloyds Engineering Works Limited (formerly known as "Lloyds Steels Industries Limited") A-2, Madhu Estate, 2 nd Floor, Pandurang Budhkar Marg, Lower Parel, Mumbai 400 013	To the Lead Manager: Mark Corporate Advisors Private Limited 404/1, The Summit Business Bay, Sant Janabai Road (Service Lane), Off. Western Express Highway, Vile Parle (East), Mumbai-400 057
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Any Party hereto may change its address by a notice given to the other party hereto in the manner set forth above. Any notice to any party hereto shall be copied to the other parties to this MoU.

- 13.4 While the LM shall pursuant to this MoU act on behalf of and in the best interest of the Company as their client, the LM and its group entities may be representing other clients whose interest conflicts with or directly adverse to, those of the Company. The LM shall not be obligated to disclose to the Company any information in connection with any such representation of their respective group entities.

In Witness whereof the Parties hereto have set their hands on the day and the year hereinabove written:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Lloyds Engineering Works Limited (formerly known as "Lloyds Steels Industries Limited")	Signatures
Kalpesh Agrawal (Chief Financial Officer)	Signature 
In the presence of on behalf of the Issuer	
Name of the Person: <u>Karilash Agrawal</u>	Signature
Designation: <u>General manager</u>	<u>Karilash</u>
Mark Corporate Advisors Private Limited	
Rajendra Kanoongo (Jt. Managing Director)	Signature 
In the presence of on behalf of MCAPL:	
Name of the Person: <u>Bhakti D. Gharat</u>	Signature
Designation: <u>Executive</u>	<u>Bhakti</u>