

M.P. Engineering Works

DESIGNERS & MANUFACTURERS OF SUGAR & CHEMICAL TURNKEY PROJECTS

Girgaon Plot (R.C.) B-53,

Jamkhandi Road, Mudhol - 587313.

Tq: Mudhol, Dist: Bagalkot (Karnataka)

Email:mpew2000@gmail.com. Cell: 9448920879, 9480533695.

GST No. 29AAPFM4271L1ZL

Ref. No.

Date:

05-09-2025

To

DAM Capital Advisors Limited

Altimus 2202, Level 22 Pandurang Budhkar Marg Worli, Mumbai 400 018 Maharashtra, India

SBI Capital Markets Limited

1501, 15th Floor A & B Wing, Parinee Crescenzo Building G Block, Bandra Kurla Complex, Bandra East Mumbai 400 051 Maharashtra, India

(DAM Capital Advisors Limited and SBI Capital Markets Limited are collectively referred to as the "Book Running Lead Managers" or the "BRLMs")

Re: Proposed initial public offering of equity shares of face value of ₹ 10 each ("Equity Shares") by TruAlt Bioenergy Limited (the "Company") and such offering (the "Offer")

Dear Sir(s)/Ma'am(s),

With reference to captioned subject, we confirm that we will supply certain plant and machinery on 01 10.2025 to the Company towards setting up multi-feed stock operations to pave-way for utilizing grains as an additional raw material in ethanol plants at TBL Unit 4 of 300 KLPD capacity, as part of the objects of the Offer. In this regard, the purchase order dated 19.10.2024 is annexed herewith.

In relation to the above purchase orders, we confirm that as on the date of this letter, we have not received any payments.

Further, we will supply such plant and machinery to the Company solely on a credit basis. We further confirm that we will levy any interest or penalty on the Company for the delay in payments, if any which shall be in line with the terms of the agreement.

We further confirm that we are not related to the Company, its Directors, its Promoters, members of its Promoter Group, its Key Managerial Personnel and the members of its Senior Management.

We confirm that the contents of this letter are true, correct, adequate and not misleading in any material respect.

We confirm that the contents of this letter, including any annexures hereto, are for information and for inclusion (in part or full) in the RHP and the Prospectus filed in relation to the Offer or any other Offer-related material, and may be relied upon by the Book Running Lead Managers and the legal advisors appointed by the Company and the Book Running Lead Managers in relation to the Offer.

We hereby consent to the submission of this certificate as may be necessary to the Securities and Exchange Board of India (the "SEBI"), the Registrar of Companies, Karnataka at Bangalore, the relevant stock exchanges (the "Stock Exchanges") and any other regulatory authority and/ or for the records to be maintained by the Book Running Lead Managers and in accordance with applicable law.

We confirm that we will immediately and without any undue delay communicate any changes in writing in the above information to the Book Running Lead Managers until the date when the Equity Shares are listed and commence trading on the Stock Exchanges pursuant to the Offer. In the absence of any such communication from us, the Book Running Lead Managers and the legal counsels appointed in relation to the Offer can assume that there is no change to the above information until the date when the Equity Shares are listed and commence trading on the Stock Exchanges pursuant to the Offer.

All capitalized terms not defined herein would have the same meaning as attributed to such terms in the RHP.

Sincerely,

For and on behalf of M.P. Engineering Works

Authorised Signatory Name: Maruti Pundipalle Designation: Partner

Enclosed: As above

Domestic Legal Counsel to the BRLMs

Cyril Amarchand Mangaldas

3rd Floor, Prestige Falcon Towers, 19, Brunton Road, Off Mahatama Gandhi Road, Craig Park Layout, Ashok Nagar, Bengaluru, 560025 Karnataka, India

Domestic Legal Counsel to the Company

Khaitan & Co. Embassy Quest, 3rd Floor, 45/1 Magrath Road, Bengaluru 560 025

and

Karnataka, India

The International Legal Counsel to the BRLMs

Hogan Lovells Lee & Lee 50 Collyer Quay #10-01 OUE Bayfront Singapore 049321



TRUALT BIOENERGY LIMITED



New Sugar Mill, Near Village Kerakalmatti,Badami Taluk,Bagalkot-587206,,Karnataka,INDIA. PhoneNo:-08350282755,FaxNo:-08350281092,Email:-kedarnathsugars@gmail.com.

PURCHASE ORDER

RFQ No:

Purchase Order No: 7140000091

Purchase Group : Distillery Plant: - UNIT - IV

Document Type : TA Capital PO KSL

To, Vendor-TLS00009

M. P. Engineering Works Your Otn No:

B-53, Giragaon Plot (RC)

MUDHOL 587313

GSTIN: 29AAICT5347A1ZB

Prepared by: RAGHAVENDRA

GSTIN: 29AAPFM4271L1ZL PO Type: Original

Cell No.: 9379090050 / 7090520000 / 7022016714

Email:mpew2000@gmail.com Email:purchase@niranigroups.com

Sir.

With reference to your quotation and techno-commercial discussion had with you, we are pleased to place the purchase order for the supply of following materials subject to the terms & conditions specified here under.

Sr.No	Item Code	Description	Make	Qty	Uom	Rate (INR)	Amount (INR)
1		SUPPLY OF 300KLPD Grain MACHINERY AND EQ		1.000	LOT	559491,525.42	559,491,525.42
300KLPD Grain based ethanol plant							



Basic Total: 559,491,525,42

Date: 19.10.2024

Date: 19.10.2024

P&F: 0.00 % 0.00 CGST: 9.00 % 50,354,237.29

SGST: 9.00 % 50,354,237.29

Transportation: -- 0.00

Tes: 0.00 % 0.00

Grand Total: 660,200,000.00

Note: Technical Specification As Per Annexure

Terms and conditions :-

1. Payment:

As Per Agreement

2. Freight:

Included.

3. Transit Insurance:

NIII.

4. Delivery Date:

01.10.2025

5. Guaranty:

Nill.

6. Warrantee:

Nill.

- 7. In case of any dispute, the same will be subject to Bangalore Jurisdiction only.
- 8. If PO exceeds Rs.50 lakhs during FY U/S 194Q will apply.

General Purchase order Terms and Conditions

- (1) During delivery of the material, please enclose original bills, without originals, we will not accept any material at the factory.
- (2) Supply quantity should tally with the ordered quantity.
- (3) Any damaged material must be replaced free of cost.
- (4) **TRUALT BIOENERGY LIMITED** reserves the rights to cancel the PO if the quantity/deliveries/services are not as per our Purchase order.
- (5) Invoices against the order should be received by **TRUALT BIOENERGY LIMITED** with mentioned material dispatch date. In case of any statutory tax liability due to delay in submission of such invoice by the vendor, the cost of said tax liability will be debited to vendor account.
- (6) **TRUALT BIOENERGY LIMITED** shall, in case of default of your timely supply or or Scheduled delivery of material/ service, procure the same from other sources and will debit the price difference, if any, to your account for which you shall not

raise any objections or claims, whatsoever concerned.

- (7) The supplier shall be responsible and be liable to provide E-way form. In case the purchaser is made liable to pay any damages, compensation, and interest penalty or denied GST credit by the government authority concerned due to an error, omission and delay on the part the supplier to generate the e-Way bill (in required format) as well as negligence, mismatch, typo errors, delays concerning to any GST matters, the supplier shall solely be responsible and liable to pay the same at its sole cost and consequences and for purpose incurred on us, the supplier shall indemnify and hold the purchaser and its Directors and officers harmless from and against any claims if raised bythe government/Authority concerned against the purchaser#s.
- (8) Purchase order number should be indicated in the tax invoice & Credit note.
- (9) All invoice and others documents like Purchase/ Service order number, GST registration number, vendor number, HSN/SAC code and HSN/SAC should be mentioned clearly.
- (10) In case the input tax credit of GST is denied to TRUALT BIOENERGY LIMITED (INDIA) Due to mistakes of your end then all claims of tax, Penalty, Interest, costs, Expenses and liability that may arise due to such Non-compliance, will be debited and recovered for your company.
- (11) You must provide certificate of Analysis, Food Grade Certificate, MSDS Certificate and Inspection Syndicate release order, wherever applicable which is necessarily to be sent along with the material, without which Materials shall not be unloaded by the concerned stored departments.
- (12)Insurance and Transit insurance upto our factory site will be on your account.
- (13)U/s 194Q TDS @ 0.1% to be deduct if the Purchase order Exceeds50lacs during FY, MRN Groups companies will deduct TDS on Advance payment or at the time of Invoice verification.

Thanks & Regards , For TRUALT BIOENERGY LIMITED

