August 27, 2025

To,
The National Stock Exchange of India Limited
Exchange Plaza,
Bandra – Kurla Complex,
Mumbai- 400051

Bombay Stock Exchange Limited
PhirozeJeejeebhoy Towers
Dalal Street,
Fort Mumbai

Dear Sir/Madam

Scrip Code: NSE: SIMBHALS | BSE: 539742

Sub: Change in Statutory Auditors of the Company

Ref.: SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

In terms of SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, we are enclosing herewith relevant disclosures regarding change in Statutory Auditors.

You are requested to take the above submissions in your records.

Thanking you
Yours faithfully

For **SIMBHAOLI SUGARS LIMITED**

ANIL KUMAR
Digitally signed by ANIL KUMAR
Date: 2025.08.27 17:19:30 +05'30'

(Anil Kumar)
Company Secretary and Compliance officer
M. No.: A13430

ANURAG GOEL
INSOLVENCY PROFESSIONAL – IBBI
FCA, DISA (ICAI), FAFD (ICAI)
IBBI REGN No: IBBI/IPA-001/IP-P00876/2017-2018/11460

Interim Resolution Professional of
SIMBHAOLI SUGARS

Private and Confidential

Date: 27.08.2025

To,
M/s B.K. Kapur & Company
Chartered Accountants
17, Navyug Market,
Ghaziabad – 201 001

Subject: Appointment as Statutory Auditors of M/s. Simbhaoli Sugars Limited (under CIRP) under section 139 of the Companies Act, 2013

Kind Attn: Mr. Madhusudan Kapur, Partner

Dear Sir,

We are pleased inform you that with reference to your written consent dated 25th July, 2025 in terms of the provisions of section 139 of the Companies Act, 2013 read with Companies (Audit and Auditor) Rules, 2014, your firm has been recommended by the Joint Committee of the senior management (CFO & COO) of the company and has been approved as well by the Interim Resolution Professional (IRP) appointed by the Hon'ble NCLT vide order dated 11th July'2024, for appointment of your firm, M/s B. K. Kapur & Company (Firm Regn. No. 000852C) to act as Statutory Auditor of the Company.

Your appointment is effective from the date and First Quarter of Financial Year 2025-26 for a period of Two years as of now or the completion of CIRP process whichever is earlier and at remuneration as mutually agreed.

Your appointment shall be subject to Ratification in the meeting of Committee of Creditors (CoC) as and when formed.

Initially, you will be required to hold office up to the CoC meeting in which ratification of your present appointment as well as continuation till the date of approval of Resolution Plan by Adjudicating Authority (if the process continues) will be placed before CoC and further approved by requisite majority of CoC.

A. Scope of Work

The scope of work will be set out by the Company's Finance Department and shall form an integral part of this appointment letter

B. Fees and Billing Schedule

The fees and the billing schedule are as per the mutually agreed terms as laid down in the mail dated July 24, 2025, sent by Company's Finance Department and forms an integral part of this appointment Letter.

SIMBHAOLI SUGARS UNDER CIRP

ANURAG GOEL
INSOLVENCY PROFESSIONAL – IBBI
FCA, DISA (ICAI), FAFD (ICAI)
IBBI REGN No: IBBI/IPA-001/IP-P00876/2017-2018/11460

Interim Resolution Professional of
SIMBHAOLI SUGARS

This appointment includes expressing an opinion on the true and fair view of the financial position, assessing internal financial controls, and ensuring compliance with relevant laws and regulations. You are required to maintain independence and adhere to ethical standards throughout the engagement.

Please sign and return the attached copy of this letter, for your acknowledgement and agreement with the terms of this Engagement intimation Letter.

Yours faithfully,

Recommended by:

Mr. Dayal Chand Popli
Simbhaoli Sugars Limited
Chief Financial Officer (CFO)

Approved and Taken on record by:

SIMBHAOLI SUGARS LIMITED UNDER CIRP

Mr. Anurag Goel
Interim Resolution Professional (IRP)
Appointed by the order of Hon'ble
NCLT dated 11th July 2024

We have reviewed the terms in this letter, including the attached terms and conditions, and agree to be bound by it. I accept the terms of engagement and represent that I am authorised to do so.

Acknowledged on behalf of **M/s B. K. Kapur & Company**
Chartered Accountants

CA Madhusudan Kapur (FCA)
Partner
M. No. 074615

Place: Noida
Date: 27-08-25

Enclosure 1- SCOPE OF WORK

This scope of work forms an integral part of the Auditors' communication to charged with Governance, issued to Simbhaoli Sugars Limited by **M/s B.K.Kapur & Company, Chartered Accountant** (the 'Statutory Auditors').

Audit of financial statements and the Internal Financial Controls with reference to financial statements under the Companies Act, 2013 ('the Act')

1. Description of Services

1.1. You will audit the financial statements of the Company, as defined and applicable in terms of Section 2(40) of the Companies Act, 2013 ('2013 Act') ('financial statements).

1.2. You will audit the Internal Financial Controls with reference to the Financial Statements of the Company, in accordance with the Guidance Note on Audit of the Internal Financial Controls Over Financial Reporting ('the Guidance Note on Audit of IFCoFR'), issued by the Institute of Chartered Accountants of India (ICAI), for the purpose of expressing an opinion on the adequacy and operating effectiveness of such controls as at respective balance sheet dates in conjunction with audit of the financial statements of the Company for the year ended on that date.

1.3. You will do a **Limited review** of the Company's interim financial information for the quarter ended **June 30, 2025, September 30, 2025, and December 31, 2025**, before the Company files it with Stock Exchanges.

1.4. In addition to the audit of aforesaid financial statements, from time to time, the Company may need and request certificates or reports for special purposes or any other attest engagement services, which are required to be undertaken as Statutory Auditors in terms of any statute or regulation or otherwise, which are currently not determinable. When any such request is made by the management of the Company, those additional attest engagement services will be subject to:

1.4.1. A separate addendum to this appointment letter and adding Incremental terms and conditions by way of an in addition to those specified in this letter for describing the scope of work including responsibilities and those of management in relation to the subject matter.

1.4.2. Fees for the additional Attest function will be mutually agreed upon at the time of commencement of each additional Attest function work.

1.4.3. All other terms and conditions as specified in this appointment letter, *Mutatis mutandis*, will apply to all additional attest functions engagements to issue certificates or reports for special purposes. All such certificates and reports shall be issued in accordance with the Guidance Note on Reports or Certificates for Special Purposes issued by the ICAI.

Simbhaoli Sugars Limited Noida U.P

1.4.4. Terms of reference for Limited review of the financial results (interim financial information), and audit of annual financial results, notes to account including Annual Report of the Company and other reporting on governance, compliance to SEBI, MCA [including consolidated financial results] under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended from time to time ('Listing Regulations').

1.4.5 Annual Tax Audit under Section 44AB of Income Tax Act, 1961 including compiling of data and filing of requisite forms with Income Tax Department.

2. Audit Objective

2.1. The audit(s) to be conducted with the objective of expressing an opinion if the accounts of the Company, and its financial statements give the information required by the 2013 Act in the manner so required, and give a true and fair view in conformity with the applicable accounting principles generally accepted in India, of the financial position of the Company as at March 31, 2026, and its financial performance including other comprehensive income, its cash flows and the changes in equity for the year ending on that date, which, inter alia, includes reporting in conjunction whether the Company has adequate internal financial control with reference to financial statements in place and the operating effectiveness of such controls as at March 31, 2026 based on the internal control criteria established by the Company. In so far as it relates to the audit and reporting on the consolidated financial statements, will rely on the work of the other auditors appointed by the respective subsidiaries, associates and joint venture of the Company and our report would expressly state the fact of such reliance.

2.2. Further, the objectives of audit to obtain reasonable assurance about whether the accounts and the financial statements as a whole are free from material misstatement, whether due to fraud or error and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit, conducted in accordance with Standards on Auditing (SAs) specified under section 143(10) of the 2013 Act and applicable pronouncements issued by the ICAI ('Indian GAAS'), will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

3. Responsibility of the CFO & COO (Management) and the IRP.

3.1. CFO will certify the Financial Statements and IRP shall take the certification on record. The audit will be conducted on the basis that the CFO and COO acknowledge and understand that they have the responsibility.

3.1.1 The preparation of financial statements that give a true and fair view in accordance with the applicable Financial Reporting Standards, and other generally accepted accounting principles in India, including accounting

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standards, specified under Section 133 of the 2013 Act ('Applicable accounting standards). This includes:

a) Compliance with the applicable provisions of the 2013 Act and of the Companies Act, 1956 (1956 Act') to the extent applicable (both referred to as the 'Companies Act'), provisions of the SEBI Regulations, [RBI Regulations, NHB Regulations] and other applicable laws and regulations;
b) The responsibility for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting for the preparation of the financial statements, unless management either intends to liquidate the Company or to cease operations or has no realistic alternative but to do so.
c) Selection of accounting policies and applying them consistently and making judgments and estimates that are reasonable and prudent so as to give a true and fair view of the state of affairs of the Company at the end of the financial year and its financial performance including other comprehensive income, its cash flows and the changes in equity for that period.
d) Taking proper and sufficient care for the maintenance of adequate accounting records in compliance with the provisions of the 2013 Act and the rules hereunder and other matters connected therewith for safeguarding the assets of the Company and for preventing and detecting fraud and other irregularities;
e) Laying down internal financial controls to be followed by the Company and that such internal financial controls are adequate and operating effectively; and
f) Laying down internal financial controls to be followed by the Company and that such internal financial controls are adequate and operating effectively; and
g) Devising proper systems to ensure compliance with the provisions of all applicable laws and that such systems were adequate and operating effectively. This includes ensuring that the client's business activities are conducted in accordance with laws and regulations and identifying and addressing any non-compliance by: (i) its client; (ii) an individual charged with governance of the client; (iii) a member of management; or (iv) Other individuals working for or under the direction of the client;
h) Adjusting the financial statements or results, including disclosures, to correct material misstatements and affirming to us in a representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement, including those pertaining to the latest period presented (or the current year(s)/ periods under review), are immaterial, both individually and in the aggregate, to the financial statements (or results) taken as a whole.

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3.1.1. To provide Auditor, inter alia, with:

a. access, at all times, to all information, including the books, accounts, vouchers and other records and documentations of the Company, whether kept at the Head Office or units or elsewhere, of which the Management is aware that are relevant to the preparation of the financial statements such as records, documentation and other matters. This will include books of account maintained in electronic mode;
b. access, at all times, to all information, including the books, accounts, vouchers and other records and documentation of all the subsidiaries (including associate companies and joint ventures as per explanation to Section 129(3) of the 2013 Act of the Company in so far as it relates to the consolidation of its financial statements, as envisaged in the 2013 Act;
c. access to reports, if any, relating to internal reporting on frauds (e.g., vigil mechanism reports etc.), including those submitted by cost accountant or company secretary in practice to the extent it relates to their reporting on frauds in accordance with the requirements of Section 143(12) of the 2013 Act;
d. the draft financial statements and accompanying other information in time to allow us to complete the audit;
e. in the case of the consolidated financial statements, providing us with the auditor's report of its subsidiaries which are audited by other auditors, including reporting under Section 143(3)(i) in the case of its subsidiary companies that are companies covered under the Act;
f. Data and information for the purpose of reporting on the Statement of matters specified under Section 143(11) of the Act;
g. All the internal audit reports covering the period up to the end of the financial year under audit prior to finalizing of our audit report;
h. All information such as records and documentation and other matters that are relevant to our assessment of internal financial controls;
i. Complete a list of related parties and details of transactions entered into with each of the related parties. Related parties would mean related parties as per the definition in accordance with Companies Act, 2013, IND AS 24, AS 18 and Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015;
j. Unrestricted access to persons within the Company from whom we deem it necessary to obtain audit evidence. This includes our entitlement to require from the officers of the Company such information and explanations as we may think necessary for the performance of our duties as the auditors of the Company;
k. Any communications from regulatory and other agencies concerning non-compliance with or deficiencies in financial reporting practices;
l. Other financial or non-financial information (other than financial statements and the auditor's report thereon) to be included in the Company's annual report, in a timely manner so as to enable us to read the same and communicate material inconsistencies, if any, with the audited

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financial statements and for the purpose of reporting in accordance with SA 720 'The Auditor's Responsibilities Relating To Other Information' ('SA 720'), and;

m. Additional information that we may request from the Management for the purposes of our audit;

n. All the required support to discharge our duties as the statutory auditors as stipulated under the 2013 Act read with rules framed thereunder and ICAI Standards on Auditing and applicable guidance;

4. Auditor's Responsibility

4.1. To conduct audit of financial statements in accordance with Standards on Auditing (SAs), specified under Section 143(10) of the Act and applicable pronouncements issued by the ICAI ('Indian GAAS'). These Indian GAAS require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. As part of an audit in accordance with India GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

4.1.1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

4.1.2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the 2013 Act, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls with reference to financial statements in place and the operating effectiveness of such controls.

4.1.3. Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

4.1.4. Conclude on the appropriateness of management's use of the going concern basis of accounting and the appropriateness of the disclosures made in the financial statements in respect of the going concern assumption. Based on the audit evidence obtained, assess whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are

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based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

4.1.5. Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

4.2. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal financial control relevant to the Company's preparation of the financial statements that give a true and fair view in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of accounting estimates made by the Management, as well as evaluating the overall presentation of the financial statements.

4.3. In terms of Standard on Auditing (SA) 720 (Revised), "The Auditor's Responsibilities Relating to Other Information", we are required to read the other information. The term 'other information' means financial or non-financial information (other than financial statements and the auditor's report thereon) included in the Company's annual report. The management is responsible for providing to us in a timely manner and, if possible, prior to the date of the auditor's report, the final version of the document(s) comprising the annual report. In case some or all of the document(s) comprising other information are not available until after the date of the auditor's report, we would request the management to provide a written representation that the final version of the document(s) will be provided to us when available, and prior to its issuance by the Company, so that we can complete the procedures required by SA 720.

4.4. On a reading of other information, if we notice any material inconsistency between the other information and the financial statements or between the other information and the knowledge we obtained during the course of the audit, in the context of audit evidence obtained and conclusions reached in the audit, we shall carry out further procedures specified in SA 720.

4.5. Responsible for determining that certain matters related to the conduct of the audit/ reviews that come to our attention are communicated to the Management as well as IRP, including:

4.5.1. the planned scope and timing of the audit(s);
4.5.2. disagreements with management, reportable events, and other serious difficulties encountered in performing the audit/reviews;

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4.5.3. significant matters related to the Company's accounting policies and financial statements, such as the basis for our conclusions regarding the reasonableness of significant judgments and estimates made by the management, audit adjustments, uncorrected misstatements and accounting policies and alternative accounting treatments;

4.5.4. any identified significant deficiencies and material weaknesses; this includes communicating any identified material weakness that was not disclosed or identified as a material weakness in management's assessment; and

5. Auditor's Reporting Responsibility

5.1. With respect to audit(s), we have a responsibility to report by expressing an opinion on the financial statements and the adequacy and operating effectiveness of Internal Financial Controls with reference to financial statements pursuant to the requirements of the Act, based on our audit and report

5.1.1. Whether the financial statements give the information required by the 2013 Act in the manner so required, and give a true and fair view in conformity with the applicable accounting principles generally accepted in India, of the state of affairs of the Company as at year end, and its profit or loss, total comprehensive income or loss and cash flows for the year ended on that date; and

5.1.2. Whether the Company has, in all material respects, adequate internal financial controls with reference to financial statements and such internal financial controls with reference to financial statements were operating effectively as at respective year ends based on the internal control criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of IFCoFR.

5.1.3. In accordance with the requirement of Section 143(12) and 143(13)of the 2013 Act, if in the course of performance of our duties as auditor, we have reason to believe that an offence involving fraud is being or has been committed against the Company by officers or employees of the Company, we will be required to report to the Central Government, in accordance with the rules prescribed in this regard which, inter alia, requires us to forward our report to the Management as well as IRP, as the case may be, seeking their reply or observations, to enable us to forward the same to the Central Government.

As stated above, given that we are required as per Section 143(12) of the 2013 Act to report on frauds, such reporting will be made in good faith as stated under Section 143(13) of the 2013 Act and, therefore, cannot be considered as breach of maintenance of client confidentiality requirements or be subject to any suit, prosecution or other legal proceeding since it is done in pursuance of the 2013 Act or of any rules or orders made thereunder.

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5.2. The report(s) on financial statements as mentioned above will include Key Audit Matters in accordance with the requirement of SA 701, matters as required to be reported under Section 143(3) of the 2013 Act, and, under any Order prescribed under Section 143(11) of the 2013 Act, to the extent applicable.

5.3. The report(s) on financial statements prepared in accordance with relevant provisions of the 2013 Act, read with any guidance, modifications etc. issued by the Ministry of Companies Affairs/ICAI, would be addressed to the shareholders of the Company for adoption of the financial statements at the Annual General Meeting. The form and content of our report may need to be amended in the light of our audit findings.

5.4. SA 260 "Communication with Those Charged with Governance" ('TCWG') requires the auditors to communicate with the TCWG on matters relating to the audit and the financial statements of the Company. For this purpose, the said SA states that TCWG is which oversees the financial reporting process in the Company. Section 177 of the 2013 Act states that the Audit Committee shall examine the financial statements and the auditor's report thereon. As such, it would appear that the Audit Committee is the relevant TCWG for auditors under SA 260. However, section 134(5) of the 2013 Act states that the Management (CFO) are responsible for the Company's financial statements, including compliance with applicable accounting standards and designing and implementing appropriate internal financial controls.

5.5. The responsibility under the Standards on Auditing specified under Section 143(10) of the Act is to form and express an opinion on the financial statements that have been prepared by the management . The audit does not relieve the management of their responsibilities.

5.6. The provisions of section 360 of the ICAI's Code of Ethics, referred to as the NOCLAR provisions (i.e. Non-Compliance with Laws and Regulations), has become effective and are required to be complied with by Professional accountants. NOCLAR stipulates how we are required to act in case of non-compliance or suspected non-compliance with laws and regulations by the Company/ Group. Where appropriate, we are required to report a relevant occurrence of non-compliance or suspected non-compliance with laws and regulations immediately to the appropriate authority and may be prohibited from alerting you. Such reporting will be made in good faith and, therefore, is to be considered as an exception to clause 10.3.1. (i.e. Duty of Confidentiality clause) and cannot be considered as a breach of maintenance of the Company's confidentiality requirements or be subject to any suit, prosecution or other legal proceeding.

5.7. You are required to certify the Statement on Impact of Audit Qualifications, in case of the modified audit opinion, in accordance with the requirements of the Listing Regulations.

5.8. Where the financial statements/financial information of the subsidiaries are audited/reviewed by other auditors, opinion in so far as it relates to the amounts

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and disclosures included in respect of these subsidiaries and our report in terms of sub-section (3) of Section 143 of the Act as applicable would be based on such procedures as prescribed under Indian GAAS defining the use of work of another auditor and would therefore require performance of necessary procedures as required under the Standard on Auditing (SA) 600, Using the Work of Another Auditor and the Guidance Note (GN) on Audit of Consolidated Financial Statements (Revised 2016) issued by the ICAI to obtain sufficient appropriate audit evidence, that the work of the other auditor is adequate and our report would expressly state the fact of such reliance.

The Management is responsible for ensuring that there is coordination between the principal and other auditors to comply with the requirements of SA 600 and the GN. When considered necessary by us, we may require the other auditors to answer a detailed questionnaire regarding matters on which we require information for completing our audit/review of consolidated financial statements. It shall be your responsibility to ensure that the other auditors respond to such questionnaire on a timely basis and our report would expressly state the fact of such reliance.

Other Standard Terms & Conditions.

6.0 Duty of Confidentiality

6.1 The parties shall be under a mutual duty to safeguard the confidentiality of all material, records and information about the other party as well as all information received from the other party in connection with the performance of the engagement.

6.1.1 This clause shall not prohibit our disclosure of Confidential Information where we are required by applicable law or a competent court or regulatory authority to disclose (including pursuant to any registration requirements by any current or prospective regulator) or where we wish to disclose it to our professional indemnity insurers or advisers, in which event we may do so in confidence only,

6.1.2 Pursuant to the ICAI requirements, requirement to update certain relevant details of the operations of the Company in the Unique Document Identification Number (UDIN) Portal of the ICAI for generating the UDIN reference number, which is required to be stated in the report/ certificates issued by us to/on behalf of the Company.

6.1.3 To update certain relevant details of the Company, if applicable, in Form NFRA-2, Annual Return to be filed by the auditor with NFRA on an annual basis.

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6.1.4 To make certain work papers available to the ICAI ('peer review'/ 'quality review' under the Chartered Accountants Act 1949), SEBI, Quality Review Board (QRB), National Financial Regulatory Authority (NFRA), US Public Company Accounting Oversight Board (PCAOB) or any other regulatory body (local or international) pursuant to authority given to it by law or regulation. If permissible, access to such work papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected work papers to such regulatory bodies which may intend, or decide, to distribute such photocopies to others. The Company hereby waives, to the fullest extent permissible under the applicable Indian Law, the rights provided under all applicable laws, regulations, professional standards, or other provisions that might restrict the ability of the firm, or its associated person, to comply with requests by a regulatory body for production of documents or information in the firm's or associated person's possession, custody or control that was obtained in the conduct of audit services by such firm or associated persons, and consent, to the fullest extent permissible under applicable law, to action taken in furtherance of the foregoing by the firm and/or associated person.

6.2 Ownership of materials

6.2.1 All working papers prepared by us (in any form whatsoever, including physical and electronic) remain our property. We will retain these papers in accordance with our normal record-keeping practices in accordance with our professional and legal obligations.

6.3 Terms in case of Resignation

6.3.1 You are required to comply with SEBI's Circular CIR/CFD/CMD1/114/2019 dated October 18, 2019, related to the resignation of statutory auditors from listed entities and their material subsidiaries to the extent permissible under the India GAAS and the Standard on Quality Controls. The IRP and the management of the Company are responsible for enabling us to take all steps as considered necessary by us to comply with the requirements specified in this circular in so far as it relates to the role of statutory auditor specified in the said circular.

6.3.2 It is agreed that we shall act with due care and professional competence to comply with the requirements specified in the said circular issued by SEBI. The Company, its Management and its employees hereby waive, to the fullest extent permissible under the applicable laws and regulations, any right they may have to bring any action, including any action under the law of torts or class action suits, against the Audit Firm, any of its partners or employees or its affiliates or any partners of the affiliates or any employees or directors of affiliates for any losses whether incurred or potential, damages or any legal actions against the Company or any other

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consequences pursuant to any action(s) taken by the Audit Firm to comply with the said circular.

6.3.3 In the case where the proposed resignation is due to the non-receipt of required information/ explanations from the Company, we will:

- Provide an appropriate disclaimer in our report.

6.4 Indemnification

The Company, by executing this letter, agrees to indemnify and hold us harmless from all third-party claims, damages, liabilities and costs, including the cost relating to the time and effort spent in providing explanations or defending us, other than those resulting from our willful misconduct or negligence. It is hereby irrevocably agreed and accepted that the Courts in India shall have exclusive jurisdiction to settle any claim, difference or dispute resulting from our willful misconduct or negligence.

6.5 Firm's Staff

6.5.1 The Company will not offer employment to any firm's Partner or staff working on any assignment under the purview of the engagement letter or induce or solicit any such individual to take up employment with the Company; nor will the Company use the services of any such individual, either independently or via form, for a period of one year following the end of any involvement by that individual for any engagement with the Company. Payment of liquidated damages shall be in addition to and without prejudice to any other rights and remedies available to the firm under law.

6.5.2 If there is any cause for complaint in relation to the services or our staff, the Company is invited, in the first instance, to report its concerns in confidence to the Engagement Manager's or Engagement Partner's. If the Company feels the complaint has not been adequately dealt with, or if it is of a serious nature which makes an approach to the Engagement Manager or Engagement Partner inappropriate, the Company should write to:

Contact Person's Name	Mr. Madhu Sudan Kapur
Contact Person's Designation	Partner
Contact Person's Email	Mskapur.bkk@gmail.com

6.6 Anti-corruption

The Company represents, warrants and (and, to the extent, the statements is forward-looking) covenants that as of the date of this engagement letter, the Company is in full compliance with all applicable laws and regulations relating to anti-corruption and anti-bribery ("Anti-Corruption Laws") and has not violated the

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same and agrees and undertakes that it shall not violate the Anti-Corruption Laws, whether directly or indirectly, through any of the respective partners, principals, directors, shareholders, agents, subcontractors, employees or authorized representatives.

7.0 Entire Agreement

7.1 This appointment letter sets out the understanding between the Company and us in connection with the engagement. It supersedes and relieves us from liability (if any) that might otherwise arise for any prior agreements, understandings, arrangements, statements or representations (unless made fraudulently) as to any facts or matters relating to us or the engagement. Any modifications or variations to the engagement letter must be in writing and signed by an authorized representative of each party.

7.2 This appointment letter is subject to applicable law, including amendments under the 2013 Act, clarifications by the ICAI and related rules there under, as issued/revised from time to time.

7.3 All clauses as mentioned in this appointment letter, which by their nature ought to survive, shall survive the expiry of the engagement letter.

8.0 Governing Law and jurisdiction

The appointment shall be subject to and governed by Indian law and all disputes arising from or under this letter shall be subject to the exclusive jurisdiction of the Indian courts.

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List of Group Companies

The List of Group Companies include the following entities:

a. Simbhaoli Sugars Limited, the Parent Company (Units Simbhaoli , Brijnathpur, Chilwaria – Sugar Manufacturing Unit & Distillery)
b. Integrated Casetech Consultants Private Limited, a Subsidiary Company
c. Simbhaoli Specialty Sugars Private Limited, a Subsidiary Company
d. Simbhaoli Power Private Limited, a Subsidiary Company

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FEES AND BILLING SCHEDULE

The fees and billing schedule forms an integral part of the appointment letter laid down as below in line with mail dated Jul 24, 2025

Sr. No.	Service Description	Amount (In INR) **
1	Quarterly Limited Review Statutory Audit Report under Companies Act, 2013 Audit of Internal Financial Control and report thereon Certificates to be issued in the ordinary course of statutory audit or limited review #	* Rs 40,00,000/-
2	Audit Report on Consolidated Financial Statements	Rs 2,50,000/-
3	Annual Tax Audit under Income Tax Act, 1961	Rs 2,00,000/-
	Total	Rs 44,50,000

* The Invoice will be raised quarterly in the ration of 20:20:20:40

** GST and out of pocket expenses shall be reimbursable on actual basis

Any other certification which is outside the purview of audit assignment or not issued by the auditor in the ordinary course of audit assignments will be paid at rates as mutually agreed with the management/ IRP office and approved/ratified by COC

1. The professional services are subject to GST unless the service is comprised of the statutory exceptions in the GST Act. This will be recovered on an actual basis, in addition to fees.

2. Our fees are based on the assumption, including (a) timely and accurate completion of the requested Company participation schedules and additional supporting documentation/ information; (b) no inefficiencies during the audit/review/verification process (including interim review process) or changes in scope caused by events that are beyond our control; (c) the effectiveness of internal controls with reference to financial statements throughout the period under audit/ review/ verification process (including interim review period); (d) no significant deficiencies in General Information Technology Controls (GITC) around the IT systems used by the Company; (e) a minimum level of audit adjustments (recorded or unrecorded); and (f) no changes to the timing or extent of our work plans. We will notify you promptly of any circumstances we encounter that would significantly affect our estimate of time and efforts and discuss with you any additional fees, as necessary.

3. Where the Audit Firm is required or requested to provide information in respect of the Company pursuant to a regulatory requirement, request or through any form of legal

Simbhaoli Sugars Limited Noida U.P

proceedings, the Company agrees to reimburse the Audit Firm for the costs that the Audit Firm and its personnel incur in relation to such requirement, request or proceedings, where the Audit Firm's actions were not the subject of such requirement, requests or proceedings. The same will be chargeable based on the time and effort spent, cost & expenses and other out-of-pocket expenses (including legal fees and expenses) incurred by us in considering and responding to Regulatory inspections on the Company, requests for documents or information, or participation of our personnel as a witness or in complying with any legal, professional, regulatory or other equivalent disclosure requirements.

Simbhaoli Sugars Limited
Noida
U.P