DIGILIFE TECHNOLOGIES LIMITED
(Company Registration No. 199304568R)
(Incorporated in the Republic of Singapore)

PROPOSED DIVERSIFICATION AND PROPOSED ACQUISITION ("PROPOSED TRANSACTIONS") - ENTRY INTO SALE AND PURCHASE AGREEMENT FOR 51% OF THE PARTNERSHIP INTEREST IN BRIMAX AAC PRODUCTS LLP

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1. INTRODUCTION

1.1 Background

The Board of Directors (the "**Board**") of Digilife Technologies Limited (the "**Company**", and together with its subsidiaries, the "**Group**") wishes to announce that on 30 September 2025, the Company has entered into a sale and purchase agreement (the "**SPA**") with:

(a) Dineshbhai Devasi, Badrilal Vanghabhai Devasi, Prabhulal Murji Dholu, Bhavesh Prabhulal Dholu and Nikul Prabhulal Dholu (collectively the "**Sellers**", and each a "**Seller**"); and

(b) Smt. Kasturben Prabhulal Dholu w/o Shri Prabhulal Murji Dholu, Smt. Nilam Bhavesh Dholu w/o Shri Bhavesh Prabhulal Dholu and Smt. Drashti Nikul Dholu w/o Shri Nikul Prabhulal Dholu (collectively the "**Confirming Parties**", and each a "**Confirming Party**"),

for the acquisition by the Company of 51.0% of the partnership interest in Brimax AAC Products LLP ("**Target Partnership**") (whether fixed or floating[1]) (the "**Sale Interest**") on the terms and subject to the conditions of the SPA (the "**Proposed Acquisition**").

The Proposed Acquisition is considered a "major transaction" of the Company as defined under Chapter 10 of the Listing Manual Section B: Rules of Catalist (the "**Catalist Rules**") of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**"). Accordingly, the Proposed Acquisition will result in the diversification of its existing business scope and a change in risk profile of the Group ("**Proposed Diversification**").

Accordingly, the Proposed Transactions will be subject to, amongst others, the approval of the shareholders of the Company (the "**Shareholders**") at an extraordinary general meeting (the "**EGM**") to be convened in due course.

1.2 Requirements under the Catalist Rules

Chapter 10 of the Catalist Rules regulates transactions which are not in the ordinary course of business of a company and which are material, as determined based on certain relative figures computed with respect to the transaction and the company, including net asset value, net profits, the aggregate value of the consideration vis-à-vis market capitalisation of the company and equity securities. Specifically, a material transaction which is not in the ordinary course of business of a company is required to be approved by shareholders of a company. In addition, a material transaction which is in the ordinary course of business of a company and which changes the risk profile of the company is, notwithstanding that it is in the ordinary course of business of such company, required to be approved by shareholders of a company.

[1] Fixed capital refers to the contribution by the respective partners to the Target Partnership, while floating capital refers to the changes relating to further capital contributions, withdrawals and other related expenses.

As the Proposed Diversification involves a new business area which is materially different from the Existing Core Business, it is envisaged that the Proposed Diversification will change the existing business scope and risk profile of the Group. Accordingly, the Company is convening the EGM to seek Shareholders' approval for the Proposed Diversification, in addition to seeking Shareholders' approval for the Proposed Acquisition as the First Major Transaction (as defined below) involving the Proposed New Business (as defined below).

2. PROPOSED DIVERSIFICATION

2.1 Introduction

The existing core business of the Group ("**Existing Core Business**") are:

(a) distribution of operator products and services, information communications and technology distribution and managed services ("**IT Business**"), and mobile devices retail services ("**Telecom Business**");

(b) the management of various types of properties (including but not limited to residential, hospitality, commercial (retail and office), industrial and any other types of properties ("**Property Related Assets**"); and

(c) holding investments in the Property Related Assets, and holding the same for long term investment for the collection of rent, capital growth potential and/or provision of property related services and facilities, where appropriate.

The Company has exited from the Telecom Business, and is in the process of exiting from its IT Business which is considered non-strategic and a sunset business. Following the completion of the disposal of such businesses, it is envisaged that the Company may not have any operating businesses. Accordingly, the Company has been actively seeking various opportunities which include business relating to the Property Related Assets which it had obtained Shareholders' approval to diversify into in April 2022. As the Group was assessing potential opportunities in the Property Related Assets, the Group was also presented with the prospect to enter into Proposed New Business (as defined below) via the Proposed Acquisition.

Subject to the approval of the Shareholders being obtained at the EGM, the Group intends to diversify the Existing Core Business to include the following as a result of the Proposed Acquisition:

(a) manufacturing, processing, and distribution of a wide range of construction and building materials, which product portfolio covers Autoclaved Aerated Concrete ("**AAC**") blocks and panels, reinforcement panels, fly ash bricks, lightweight blocks, ready-mix concrete, precast products, paving blocks, wall and floor tiles, vitrified tiles, structural lintels, claddings, adhesives, dry mix products, epoxy grout, glass mosaic tiles, sanitaryware, pipes and fittings, plywood, laminates, steel products, roofing sheets, and architectural glass solutions; and

(b) real estate services including real estate development, acquisition of real estate, leasing of real estate, property management, facility services, infrastructure contracting for residential, commercial and industrial projects.

(collectively, the "**Proposed New Business**").

Please refer to Sections 2.2 and 3 of this announcement for further details on the rationale for the Proposed Diversification arising from the Proposed Acquisition as well as information on the Proposed Acquisition.

2.2 Rationale for the Proposed Diversification

The Board believes that the Proposed Diversification can contribute positively to the Group and Shareholders as it will provide the following benefits to the Group:

(a) The Proposed Diversification is part of the corporate strategy of the Group to provide Shareholders with diversified returns and long-term growth. The Proposed Diversification into the Proposed New Business will allow the Group to control and manage an operational facility that is producing modern construction technologies that has strong growth potential in the construction industry;

(b) Indian's construction sector is poised to be the 3rd largest globally in 2025 and urbanisation and population growth are driving demand for housing and commercial spaces. As such, this is accelerating the shift towards prefabrication and innovative building technologies and the entry into the Proposed New Business will position the Group to ride on this growth trend[2]; and

(c) Subject to Shareholders' approval of the Proposed Diversification, any acquisition or disposal which is in, or in connection with, the Proposed New Business, may be deemed to be in the Group's ordinary course of business and therefore not fall under the definition of a "transaction" under Chapter 10 of the Catalist Rules. Accordingly, the Group may, in its ordinary course of business, enter into transactions relating to the Proposed New Business which will not change the risk profile of the Group, in an efficient and timely manner without the need to convene separate general meetings from time to time to seek Shareholders' approval as and when potential opportunities relating to the Proposed New Business arise. This will substantially reduce the administrative time and expenses in convening such meetings, without compromising the corporate objectives and adversely affecting the business opportunities available to the Group.

2.3 Strategy of the Proposed Diversification

In view of the current opportunity presented by the Proposed Acquisition, the Group intends to extend its Existing Core Business to include the Proposed New Business. The Proposed Diversification will change the existing business scope and risk profile of the Company and/or the Group. Accordingly, the Company is seeking Shareholders' approval for the Proposed Diversification.

Currently, the Group's strategy is to undertake the Proposed Diversification in India, due to its familiarity with the country. Notwithstanding, the Group does not plan to restrict the Proposed New Business to any specific markets and would consider venturing beyond India as it gains experience and expertise. In its ventures beyond India, the Group will consider, amongst other things, the market conditions of the relevant country and region, the growth potential and value enhancement of the particular investment or project for the Group, and the extent of the Group's capability and expertise to undertake such investments or projects in view of potential requirements and peculiarities which may be unique to certain regions. Projects and investment would be carefully evaluated and assessed by the Company on its own merits.

In addition, should suitable opportunities arise, the Company may enter joint ventures or strategic alliances with other reputable parties to reduce risks and/or share the burden of the required funding. For the avoidance of doubt, in accordance with the SGX-ST recommended practice in relation to diversification of business, the Company will observe the following in relation to any corporate action(s) that may be undertaken subsequently:

(a) when the Group enters into its first major transaction as defined under Rule 1014 of the Catalist Rules (the "**First Major Transaction**") involving the Proposed New Business, or where any of the figures under Rule 1006 of the Catalist Rules in respect of several transactions involving the Proposed New Business are aggregated (the "**Aggregated Transactions**") over the course of a financial year exceeds 75%, such First Major Transaction or the last of the Aggregated Transactions will be made conditional upon approval of the Shareholders at a general meeting;

[2] Information obtained from the Independent Market Research & Competitive Landscape Report by Knight Frank India.

(b) in respect of a transaction involving an acquisition of assets (whether or not the acquisition is deemed in the Group's ordinary course of business) where any of the relative figures as computed on the bases set out in Rule 1006 of the Catalist Rules exceeds 100% or results in a change in control of the Company, the transaction would be classified as a very substantial acquisition or reverse takeover respectively. Rule 1015 of the Catalist Rules would apply and such transaction must be, among others, made conditional upon approval by shareholders at a general meeting;

(c) Practice Note 10A of the Catalist Rules will apply to any transaction involving an acquisition of assets (including options to acquire assets) which will change the risk profile of the Group. Such transaction must, amongst others, be made conditional upon approval by shareholders at a general meeting; and

(d) in respect of a transaction which constitutes an "interested person transaction" as defined under the Catalist Rules, Chapter 9 of the Catalist Rules would apply to such transaction.

3. PROPOSED ACQUISITION

3.1 Information relating to the Target Partnership

The Target Partnership is a limited liability partnership existing under the (Indian) Limited Liability Partnership Act 2008 and established on 24 May 2022. The Target Partnership's principal business activity includes the Proposed New Business.

As at the date of this announcement, the entire partnership interest in the Target Partnership comprises the fixed capital contribution of INR100,000 and the floating capital contribution of approximately INR412.6 million. The floating capital contribution will be converted into fixed capital prior to completion of the Proposed Acquisition ("**Completion**") and will be subject to the adjustments as provided in the SPA.

The Target Partnership owns a plot of land in Vadodara, India of approximately 23,515 square metres and is operating a AAC production plant ("**AAC Plant**") which can produce up to approximately 600 cubic meters per day of AAC block. The AAC Plant has commenced operations since the beginning of 2025 and has generated revenue of approximately INR52.9 million (equivalent to approximately S$0.8 million[3]) from 1 January 2025 to 30 June 2025.

3.2 Information relating to the Sellers

The Sellers are the designated partners in the Target Partnership, and the legal and beneficial owners of the Target Partnership, representing the entire partnership interest (as disclosed in Section 3.1 of this announcement) in the Target Partnership.

None of the Sellers have any shareholding interest, direct or indirect, in the Company, and the Sellers are not related to any of the directors, or substantial shareholders of the Company, or their respective associates.

[3] Based on the average exchange rate of INR1: S$0.01536 for the six-month financial period ended 30 June 2025 as extracted from S&P Capital IQ.

3.3 Financial Information of the Target Partnership

Based on the audited financial statements of the Target Partnership for the financial year ended 31 March 2025 prepared in accordance with the accounting principles generally accepted in India, including the accounting standards applicable to limited liability partnerships:

(a) the book value and net tangible asset ("**NTA**") value of the Target Partnership were approximately INR260.0 million (equivalent to approximately S$4.1 million[4]) as at 31 March 2025; and

(b) the net loss after tax of the Target Partnership was approximately INR80.7 million (equivalent to approximately S$1.3 million[5]) for the financial year ended 31 March 2025.

For illustrative and comparative purposes, the management account of the Target Partnership for the six-month financial period from 1 January 2025 to 30 June 2025 ("**6M2025**") are set out below:

(a) the book value and NTA value of the Target Partnership were approximately INR306.1 million (equivalent to approximately S$4.5 million[6]) as at 30 June 2025; and

(b) the net loss after tax of the Target Partnership was approximately INR67.0 million (equivalent to approximately S$1.0 million[3]) for 6M2025.

3.4 INDEPENDENT VALUATION

For the purposes of the Proposed Acquisition, the Company has commissioned Navi Corporate Advisory Pte. Ltd., as the independent valuer (the "**Independent Valuer**"), to perform a valuation on the Target Partnership and to assess and determine the value of the Sale Interest ("**Independent Valuation**"). The final valuation report will be issued by the Independent Valuer, and a summary of the valuation report will be appended to the circular to Shareholders.

3.5 RATIONALE FOR THE PROPOSED ACQUISITION

Following the disposal of its Telecom Business, and the ongoing process of existing its IT Business, the Company has been actively reviewing and exploring potential sectors in which to re-establish its business operations. The Company has identified and noted that the AAC industry is a viable sector with significant growth potential and has been exploring opportunities in this space. The Proposed Acquisition of the Sale Interest will allow the Company to obtain majority and operational control of the AAC plant belonging to the Target Partnership. In addition, the Sellers shall continue to provide guarantees and certain mortgages pursuant to the SPA as set out in Section 4.6 of this announcement.

India, the world's third-largest construction market with a projected growth of approximately 8.0% to reach US$947.0 billion by 2030, offers strong demand driven by housing, infrastructure, and government initiatives like Smart Cities and Housing for All. AAC is a sustainable, lightweight, and energy-efficient material, with the Indian AAC market expected to grow at approximately 9.0% compound annual growth rate to reach US$2.3 billion by 2030. It reduces logistics costs, speeds up construction, and supports ESG goals by utilising fly ash and lowering carbon emissions[2].

The Board is of the view that the Proposed Acquisition is in the best interests of the Company and Shareholders as the Proposed Acquisition will enable the Company to actively manage a revenue generating business operation through the AAC sector, which is complementary to the Company's objective of building a sustainable and scalable business. The AAC industry offers strong long-term demand prospects driven by increased infrastructure and construction

[4] Based on the exchange rate of INR1: S$0.01573 as at 31 March 2025 as extracted from S&P Capital IQ.
[5] Based on the average exchange rate of INR1: S$0.01583 for the financial year ended 31 March 2025 as extracted from S&P Capital IQ.
[6] Based on the exchange rate of INR1: S$0.01485 as at 30 June 2025 as extracted from S&P Capital IQ.

activities, and the Company believes that entering this business will provide a platform for future growth. The Proposed Acquisition is expected to allow the Company to achieve operational efficiencies, establish a foothold in a growing industry, and position itself to capitalise on opportunities that may arise in the future. This, in turn, is expected to contribute to the creation of long-term shareholder value.

4. MATERIAL TERMS OF THE PROPOSED ACQUISITION

A summary of the material terms and conditions of the Proposed Acquisition as set out in the SPA is as follows.

4.1 Acquisition of the Sale Interest

Consideration

The Company shall purchase from the Sellers, and the Sellers shall sell to the Company, the Sale Interest on the terms and conditions of the SPA. For the avoidance of doubt, each Seller shall sell their partnerships interest in the Target Partnership rateably and in proportion of their respective percentage ownership in the Target Partnership.

The consideration for the Sale Interest shall be an aggregate of INR336.6 million (equivalent to approximately S$4.9 million[7]) to be payable by the Company to the Seller ("**Consideration**"), subject to the condition that the entire consideration is paid by 15 November 2025, unless extended otherwise by the Company and the Sellers (collectively the "**Parties**") in writing. The allocation of the amount of Consideration to each of the Seller is as follows:

Name	**Partnership Interest**	**Consideration (INR)**	**Consideration (S$)**
Dineshbhai Devasi	25.00%	84,150,000.00	1,226,624.06[7]
Badrilal Vanghabhai Devasi	25.00%	84,150,000.00	1,226,624.06[7]
Prabhulal Murji Dholu	16.68%	56,144,880.00	816,401.97[7]
Bhavesh Prabhulal Dholu	16.66%	56,077,560.00	815,423.07[7]
Nikul Prabhulal Dholu	16.66%	56,077,560.00	815,423.07[7]
Total	**100.00%**	**336,600,000.00**	**4,894,496.22[7]**

The Company shall deliver to the Sellers the payment of the Consideration by way of wire transfer and/or telegraphic transfer to the respective bank account(s) of the Sellers as designated in the SPA.

Short-term Loan to the Target Partnership ("**Short-term Loan**")

In addition to the Consideration, Modi Aircrete Private Limited ("**Modi Aircrete**"), a wholly-owned India incorporated subsidiary of the Company, has extended an unsecured short-term loan/advance of INR12.1 million (equivalent to approximately S$0.2 million[7]). It is further agreed that Modi Aircrete may, in the near future, extend an additional tranche of unsecured short-term loan to the Target Partnership, such that the aggregate principal amount of the loan(s) disbursed by Modi Aircrete to the Target Partnership under the SPA shall not exceed INR25.0 million (equivalent to approximately S$0.4 million[7]), including the initial amount of INR12.1 million (equivalent to approximately S$0.2 million[7]). The Short-term Loan shall carry an interest rate of 6.50% per annum, and shall be repayable on demand by Modi Aircrete.

4.2 Basis for the Consideration

The Consideration was arrived at after arms' length negotiations and on a willing-buyer willing-seller basis, after taking into consideration, *inter alia*: (i) the net assets of the Target Partnership;

[7] Based on the exchange rate of INR1: S$0.01454 as at 29 September 2025 as extracted from S&P Capital IQ.

(ii) the business prospects of the Target Partnership and the AAC industry; (iii) prevailing market conditions; and (iv) the rationale for and benefits to the Group arising from the Proposed Acquisition as further described in Section 4 of this announcement.

4.3 Conditions Precedent

Completion shall be conditional on the following events (collectively, the "**Conditions Precedent**"):

(a) the Sellers obtaining no-objection certificate from Housing Development Finance Corporation Bank ("**HDFC Bank**"), from whom the Target Partnership has availed certain loan facilities, for transfer of the Sale Interest to the Company without requiring the Company to provide any additional guarantee/collateral security for the Target Partnership's existing loans;

(b) all relevant regulatory consent or approvals being obtained by the Company in respect of the transfer of the Sale Interest, including the board of directors of the Company, in-principle approval from the SGX-ST and (if required by the SGX-ST) its shareholders, and if such approval is obtained subject to any conditions, subject to such conditions being acceptable to the Company to whom such approval relates and, if such conditions are required to be fulfilled before Completion, the fulfilment of such conditions before Completion; and

(c) no material adverse findings being identified in the course of the legal, financial, tax, technical, or other due diligence conducted by the Company or its advisors.

4.4 Salient Warranties

The Sellers have provided customary warranties in relation to (i) the Target Partnership's audited financials for the period beginning from 31 March 2023 and ended on the 31 March 2025; and (ii) provisional financials for the seven (7) months period from 31 March 2025 till 31 October 2025, litigation, receivables, financing and indebtedness, employees, insurance, contract and obligations, intellectual property, fixed and movable assets, ethical business practices, product liability and product warranty, related party transactions and tax warranties (the "**Seller Warranties**").

The Company has provided customary warranties in relation to organisation and standing, authorisation to enter into the SPA, lack of default or breach and insolvency (the "**Company Warranties**").

4.5 Indemnities

Seller Indemnities

On and from the Completion, the Sellers shall jointly and severally indemnify, defend and hold harmless the Company and each of their respective directors, officers, employees, agents and advisors from and against losses incurred or suffered by them insofar as such losses arise out of or result from:

(a) any inaccuracy, misstatement or breach of any Seller Warranties;

(b) any non-fulfilment, non-performance or other breach of any terms, conditions, covenants, undertakings under the SPA; and

(c) any claim or liability (including claim for taxes) of the Target Partnership pertaining to the period prior and up to the Completion and for the tax liabilities attributable to the Sellers relating to the transfer of Sale Interests under the SPA.

Company Indemnities

On and from the Completion, the Company shall indemnify, defend and hold harmless the Sellers from and against losses incurred or suffered by them insofar as such losses arise out of or result from:

(a) any inaccuracy, misstatement or breach of any Company Warranties; and

(b) any non-fulfilment, non-performance or other breach of any terms, conditions, covenants, undertakings under the SPA.

In addition to the above and effective as of Completion, the Company shall indemnify, defend, and hold harmless each of the Sellers and the Confirming Parties from and against any and all losses, liabilities, costs, or expenses (including reasonable attorneys' fees) incurred or suffered by any of them, to the extent arising out of or resulting from any default in the repayment of the existing loans availed by the Target Partnership from HDFC Bank, to the extent such default results in the enforcement of any security interest, including the sale or other disposition of any mortgaged properties belonging to the Sellers or the Confirming Parties that have been provided as security to HDFC Bank for such loans.

4.6 Security for Loans

The Target Partnership has obtained secured loans from HDFC Bank for which the Sellers and Confirming Parties have provided guarantees and have mortgaged immovable properties owned by them. Notwithstanding the purchase of the Sale Interest by the Company, resulting in the Company acquiring control of the Target Partnership, the security provided by the Sellers and the Confirming Parties shall continue to be encumbered with HDFC Bank, till such time the existing loans from HDFC Bank are fully repaid. The Company shall not be required to provide any additional surety or guarantee or collateral to HDFC Bank for the existing loans.

If post-Completion, any further loan obtained by the Target Partnership whether from the Company, banks, financial institutions or any third-party lender requires additional security, the same shall be solely provided by the Company to the exclusion of the Sellers and Confirming Parties.

4.7 Non-Compete and Non-Solicitation

Non-compete

The Sellers agree that, for so long as they remain partners in the Target Partnership and for a period of five (5) years from the date they cease to be partners in the Target Partnership or cease to be involved in any company, partnership or other undertaking that is formed by, succeeds or replaces the Target Partnership, they shall not, in any manner, directly or indirectly, undertake, attempt to undertake, or engage in any activity in connection with the business of manufacture, sale, distribution or trading of AAC products.

Non-solicitation

Each of the Sellers covenants and undertakes that for a period of five (5) years from the date of the SPA, they shall not, either directly or indirectly, do or undertake or attempt to do or undertake any of the following activities:

(a) tender for, canvass, solicit, entice away or attempt to canvass, solicit or entice away from the Target Partnership, any employee of the Target Partnership, whether or not such employee would commit a breach of contract by reason of such act; or

(b) induce, procure or endeavour to induce any person who was an employee of the Target Partnership to leave the service of, or cease to provide service to, the Target Partnership; or

(c) provide or offer positions of employment/consultancy or any managerial, financial participation to any of the employee of the Target Partnership; or

(d) otherwise interfere in any manner with the contractual, employment or other relationship of the employee of the Target Partnership on the one hand and the Target Partnership on the other hand; or

(e) solicit, attempt to solicit or endeavour to entice away from dealing with the Target Partnership, any person including who is or was at any time a customer, client, dealer or supplier of the Target Partnership; or

(f) supply or provide any goods or services being supplied by the Target Partnership in the ordinary course of business to any person who is or was at any time a customer or supplier of the Target Partnership pertaining to the Proposed New Business.

4.8 Completion

Completion shall take place on or before 15 November 2025, or such other date as mutually agreed by the Parties subject to the fulfilment of all the Conditions Precedent.

On Completion, the Sellers shall provide the Company with a list of the Target Partnership's assets and liabilities at that point in time ("**Completion Assets**"), prepared after making necessary clean-up and adjustments taking into consideration the Independent Valuation commissioned by the Purchaser and in accordance with applicable accounting principles. If there is any variance of more than one per centum (1.0%) between the current assets of the Target Partnership and the Completion Assets shall result in either a ratable adjustment to the Consideration in cash or such other adjustment as mutually agreed by the Parties.

4.9 Conversion to corporate structure

The Parties mutually undertake to take all necessary actions, from time to time, including but not limited to obtaining requisite approvals and filing relevant forms and documents, until the conversion of the Target Partnership into a private limited company is duly completed in accordance with applicable laws.

After such conversion, the Target Partnerships' board of directors shall comprise of three (3) directors, wherein the Company shall be entitled to nominate two (2) directors while the Sellers shall be entitled to nominate one (1) director.

5. SOURCE OF FUNDS

The Proposed Acquisition will be funded by internal resources of the Group.

6. RELATIVE FIGURES COMPUTED ON THE BASES SET OUT IN RULE 1006 OF THE CATALIST RULES

Based on the latest announced unaudited consolidated financial statements for the six-month financial period ended 30 June 2025 ("**1H2025**") of the Group, the relative figures in relation to the Proposed Acquisition computed on the applicable bases set out in Rule 1006 of the Catalist Rules are as follows:

Rule	Bases of computation	Relative figures
Rule 1006(a)	Net asset value of the assets to be disposed of, compared with the Group's net asset value. This basis is not applicable to an acquisition of assets.	Not applicable(1)
Rule 1006(b)	Net profit attributable to the assets to be acquired or disposed of, compared with the Group's net profits.	87.9(2)(3)
Rule 1006(c)	Aggregate value of the consideration given or received, compared with the Company's market capitalisation based on the total number of issued shares excluding treasury shares.	62.8(4)
Rule 1006(d)	Number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue.	Not applicable(5)
Rule 1006(e)	The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the Group's proved and probable reserves. This basis is applicable to a disposal of mineral, oil and gas assets by a mineral, oil and gas company, but not to an acquisition of such assets.	Not applicable(6)

Notes:

(1) Rule 1006(a) of the Catalist Rules is not applicable to an acquisition of assets.

(2) Under Rule 1002(3)(b) of the Catalist Rules, "net profits" or "net loss" means profit or loss including discontinued operations that have not been disposed and before income tax and non-controlling interests. The net loss excluding discontinued operations was used for the computation of Rule 1006(b) relative figure as the net loss including discontinued operations would not be accurately reflect continuing operations given that the Company had completed the disposal of Modi Indonesia 2020 Pte. Ltd. on 30 June 2025 which announced on the same day and is in the process of completing the proposed disposal of Bharat IT Services Ltd. which announced on 1 July 2025. Accordingly, the relative figure computed on the basis in Rule 1006(b) in respect of the Proposed Acquisition is derived by computing (a) the 51.0% of the net loss attributable to the Target Partnership of approximately INR34.2 million (equivalent of approximately S$0.5 million[2]) based on the unaudited management accounts of the Target Partnership for 6M2025; and (b) the net loss excluding discontinued operations of the Group of approximately S$0.6 million based on the latest announced unaudited consolidated financial statements of the Group for 1H2025.

(3) The positive relative figure of approximately 87.9% is derived by comparing the 51% of the net loss attributable to the Target Partnership of approximately INR34.2 million (equivalent of approximately S$0.5 million[2]) based on the unaudited management accounts of the Target Partnership for 6M2025 and the net loss excluding discontinued operations of the Group of approximately S$0.6 million based on the latest announced unaudited consolidated financial statements of the Group for 1H2025, taking into account only the absolute values, in accordance with paragraph 4.4(a)(ii) of Practice Note 10A of the Catalist Rules.

(4) The relative figure computed on the basis of Rule 1006(c) in respect of the Proposed Acquisition is derived by computing (a) the aggregate of the Consideration for the Proposed Acquisition of INR336.6 million (equivalent to approximately S$4.9 million[7]) and the maximum quantum of the Short-term Loan of up to INR25.0 million (equivalent to approximately S$0.4 million[7]) provided by the Company to the Target Partnership; and (b) the Company's market capitalisation of approximately S$8.4 million derived by multiplying the issued share capital of the Company as at the date of this announcement of 13,387,513 shares by the volume-weighted average

price of S$0.6250 per share on 29 September 2025, being the last market day of trading in the Company's share preceding the date of the SPA.

(5) This basis is not applicable as no equity securities will be issued by the Company as consideration for the Proposed Acquisition.

(6) This basis is not applicable as the Company is not a mineral, oil and gas company.

Pursuant to Rule 1007(1) of the Catalist Rules, if any of the relative figures computed pursuant to Rule 1006 of the Catalist Rules involves a negative figure, Chapter 10 of the Catalist Rules may still be applicable to the transaction in accordance with the applicable circumstances in Practice Note 10A of the Catalist Rules.

As the relative figures computed under Rule 1006(b) of the Catalist Rules involve negative figures and the Proposed Acquisition does not fall within the circumstances provided for in paragraphs 4.3 and 4.4 of Practice Note 10A of the Catalist Rules, pursuant to paragraph 4.6 of Practice Note 10A of the Catalist Rules, the Proposed Acquisition constitutes a "major transaction" under Rule 1014 of the Catalist Rules and is accordingly subject to the approval of the Shareholders at the EGM to be held in due course.

7. PRO FORMA FINANCIAL EFFECTS OF THE PROPOSED ACQUISITION

7.1 Bases and assumptions

The *pro forma* financial effects of the Proposed Acquisition as set out below are purely for illustrative purposes only and should not be taken as an indication of the actual financial performance or position of the Company and the Group following the completion of the Proposed Acquisition.

The *pro forma* financial effects have been prepared based on the audited consolidated financial statements of the Group for the financial year ended 31 December 2024 ("**FY2024**") and the audited financial statements of the Target Partnership for the financial year ended 31 March 2025 prepared in accordance with accounting principles generally accepted in India, including the accounting standards applicable to limited liability partnership, and on the following assumptions:

(a) the financial effects of the Proposed Acquisition on the net tangible asset ("**NTA**") per share of the Company for FY2024 are computed assuming that (i) the Proposed Acquisition; and (ii) the disposal of Modi Indonesia 2020 Pte. Ltd. which was completed on 30 June 2025 as set out in the Company's announcement dated 30 June 2025 ("**Disposal of MI2020**"), had been completed on 31 December 2024;

(b) the financial effects of the Proposed Acquisition on the earnings per share ("**EPS**") or the loss per share ("**LPS**") of the Company for FY2024 are computed assuming that (i) the Proposed Acquisition; and (ii) the Disposal of MI2020 had been completed on 1 January 2024;

(c) the exclusion of financial effects of the purchase price allocation under SFRS(I)3, for illustrating the financial effects on the consolidated NTA of the Group;

(d) no adjustments have been made to align any differences that may result from the adoption of different accounting standards and policies by the Group and the Target Partnership, if any; and

(e) the computation does not take into account any expenses that may be incurred in relation to the Proposed Acquisition.

7.2 Effects on NTA per share

	Before the Proposed Acquisition	After the Proposed Acquisition
NTA (S$'000)	14,695(1)	11,876(2)
Number of shares ('000)	13,388	13,388
NTA per share (S$ cents)	1.10	0.89(3)

Notes:

(1) The NTA of the Group before the Proposed Acquisition excludes the assets and liabilities held for sale as at 31 December 2024 of approximately S$9.9 million following the completion of the Disposal of MI2020.

(2) The NTA after the Proposed Acquisition is computed by aggregating 51% of the NTA of the Target Partnership of approximately INR132.6 million (equivalent to approximately S$2.1 million[3]) as at 31 March 2025 with the Group's NTA of approximately S$14.7 million as at 31 December 2024 and deducted by the Consideration of INR333.6 million (equivalent to approximately S$4.9 million[7]).

(3) The NTA per share after the Proposed Acquisition has been calculated based on the number of ordinary Shares in issue, excluding treasury Shares, as at the 31 December 2024.

7.3 Effects on LPS

	Before the Propose Acquisition	After the Propose Acquisition
Net loss attributable to equity holders of the Company (S$'000)	361(1)	1,013(2)
Number of shares ('000)	13,388	13,388
LPS (S$ cents)	2.70	7.57(3)

Notes:

(1) The net loss attributable to equity holders of the Company before the Proposed Acquisition excludes the net loss for FY2024 from discontinued operations following the completion of the Disposal of MI2020.

(2) The net loss after the Proposed Acquisition is computed by aggregating 51% of the net loss of the Target Partnership of approximately INR41.2 million (equivalent to approximately S$0.7 million[4]) for the financial year ended 31 March 2025 with the Group's net loss of approximately S$0.4 million for FY2024.

(3) LPS after the Proposed Acquisition has been calculated based on the average weighted number of Shares in issue for FY2024.

8. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

As at the date of this announcement, none of the Directors or the controlling shareholders of the Company has any direct or indirect interest in the Proposed Acquisition, other than through their respective shareholding interests in the Company (if any).

9. DIRECTORS' SERVICE CONTRACTS

No person is proposed to be appointed as a director of the Company in connection with the Proposed Acquisition. Accordingly, no service contract is proposed to be entered into between the Company and any such person.

10. CIRCULAR TO SHAREHOLDERS

A circular containing further details on the Proposed Diversification and the Proposed Acquisition and enclosing a notice of EGM in connection therewith will be despatched to Shareholders in due course.

11. FINANCIAL ADVISER

PrimePartners Corporate Finance Pte. Ltd. has been appointed as the financial adviser to the Company in respect of the Proposed Acquisition.

12. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm, after making all reasonable enquiries, that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Proposed Diversification and Proposed Acquisition, and the Group, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

13. DOCUMENTS FOR INSPECTION

A copy of the SPA is available for inspection during normal business hours at the Company's registered office at 1 North Bridge Road, #19-04/05, High Street Centre, Singapore 179094, for a period of three (3) months from the date of this announcement.

14. CAUTION IN TRADING

Shareholders and potential investors should note that the Proposed Acquisition is subject to the fulfilment of the Conditions Precedent set out above and accordingly are advised to exercise caution in trading their shares as there is no certainty or assurance as at the date of this announcement that the Proposed Diversification and Proposed Acquisition will proceed or proceed on present terms. Shareholders are advised to read this announcement and any further announcements by the Company carefully, and should consult their stockbrokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions they should take.

The Company will make the necessary announcements, in compliance with the requirements of the Catalist Rules, as and when there are material developments in respect of the Proposed Diversification, Proposed Acquisition, the SPA and other matters contemplated in this announcement.

BY ORDER OF THE BOARD

Shivani Srivastva Wadhwa
Executive Director & Vice Chairperson
Digilife Technologies Limited

1 October 2025

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*This announcement has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (the "**Sponsor**"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "**Exchange**") and the Exchange assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.*

The contact person for the Sponsor is Mr. Shervyn Essex, 16 Collyer Quay, #10-00 Collyer Quay Centre, Singapore 049318, sponsorship@ppcf.com.sg.