महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

21629937660257

Bank/Branch: IBKL - 6910543/Aurangabad
Pmt Txn id : 752068251
Pmt DtTime : 14-JAN-2025@19:19:31
ChallanIdNo: 69103332025011450735
District : 3101-AURANGABAD

Stationery No: 21629937660257
Print DtTime : 14-JAN-2025 19:22:57
GRAS GRN : MH014330916202425S
Office Name : IGR205-ARB1_HQR SUB REG
GRN Date : 14-Jan-2025@19:19:32

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 2,20,00,000/- (Rs Two, Two Zero, Zero Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h)(A)(iv)--Agreement creating right and having monetary value
Prop Mvblty: N.A. Consideration: R 11,00,00,00,000/-
Prop Descr : DHPL SHARE PURCHASE AGREEMENT

Duty Payer: PAN-AABCD1207C,DHOOT TRANSMISSION PVT LTD

Other Party: PAN-AAHCD6400F,DHOOT HOLDINGS PVT LTD

Bank official1 Name & Signature

IDBI BANK LTD. Aurangabad

Bank official2 Name & Signature
--- --- Space for customer/office use - - - Please write below this line --- ---

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

AZB & PARTNERS
ADVOCATES & SOLICITORS

JANUARY 15, 2025

SHARE PURCHASE AGREEMENT

AMONGST

PERSONS LISTED IN ANNEXURE 1
("SELLING PROMOTERS")

AND

DHOOT TRANSMISSION PRIVATE LIMITED
("DTPL")

AND

DHOOT HOLDINGS PRIVATE LIMITED
("COMPANY")

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SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** (**"Agreement"**) is executed on this 15th day of January 2025 (**"Agreement Date"**) at Aurangabad by and amongst:

PERSONS LISTED IN ANNEXURE 1 (hereinafter referred to individually as a **"Selling Promoter"** and collectively as the **"Selling Promoters"**, which expression shall, unless it be repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include each of their respective executors, heirs and permitted assigns) of the **FIRST PART**.

AND

DHOOT TRANSMISSION PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Gut no 312, Nanekarwadi, Chakan, Tq-Khed, Pune – 410501, Maharashtra, India, having permanent account number AABCD1207C (hereinafter referred to as the **"DTPL"** which expression shall, unless it be repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

DHOOT HOLDINGS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 and having its registered office at Plot No. AL-18, AL-19, MIDC, Shendra SEZ Area, Aurangabad, Maharashtra, India, 431021 having permanent account number AAHCD6400F (hereinafter referred to as the **"Company"** which expression shall, unless it be repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **LAST PART**.

Selling Promoters, DTPL and Company are referred to individually as a **"Party"** and collectively as the **"Parties"**.

WHEREAS:

A. The Company is a private limited company and engaged in the Business (*defined below*).

B. The shareholding pattern of the Company as on the Agreement Date is set out in **Part A** of **Annexure 2**. As on the Agreement Date, the Selling Promoters hold 85% (eighty five percent) of the Share Capital (*defined below*).

C. As part of the transactions contemplated in this Agreement, DTPL shall, on the Closing Date (*defined below*), acquire the Sale Shares (*defined below*) from the Selling Promoters (*defined below*) (**"Transaction"**). To facilitate the Transaction, DTPL has entered the SSSPA, pursuant to which BC Asia Investments XV Limited (**"Purchaser"**) shall undertake an investment in DTPL. The shareholding pattern of the Company as on the

Closing Date (immediately upon completion of the acquisition of the Sale Shares by DTPL) is set out in **Part B** of **Annexure 2**.

D. In connection with the foregoing, Parties now desire to enter into this Agreement to set forth the terms applicable to the sale and purchase of the Sale Shares by DTPL and other matters in connection thereto.

NOW THEREFORE, in consideration of the mutual agreements, representations and warranties and covenants of the Parties, the Parties agree to be legally bound as follows. It is clarified that, any capitalized terms used but not defined herein, shall have the meanings ascribed to such terms in the SSSPA:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

"281 DHPL Report" means a report (in Agreed Form) issued by a Big 4 Accounting Firm, obtained by each Selling Promoter, (along with a reliance letter from such Big 4 Accounting Firm in favour of DTPL, subject to the KYC requirement of such Big 4 Firm (if any) having been met by DTPL) which shall set out the status of pending Tax Proceedings and outstanding demands against the Selling Promoters in accordance with Section 281 of the IT Act, along with screenshots (not older than 2 days prior to Closing Date) from the income tax website, in respect of the same;

"Act" means the Companies Act, 2013, together with all rules, regulations, circulars, notifications, clarifications framed thereunder, as amended, supplemented, modified or replaced from time to time and shall include any statutory replacement or re-enactment thereof;

"Affiliate" means and includes, in respect of: (a) any Person, other than a natural Person, any other Person that directly or indirectly, through one or more intermediate Persons, Controls, is Controlled by, or is under the common Control of such Person; or (b) in case of Persons who are natural persons, any other Person who is a Relative of such Person and any other Person Controlled by such Person;

"Agreed Form" means a document in form and substance agreed between the Promoters' Representative and DTPL and initialed for the purposes of identification or confirmed by the relevant Party or their professional advisors on e-mail as being in agreed form;

"Applicable Law" or **"Law"** means all laws, ordinance, statutes, rules, Orders, decrees, injunctions, licences, permits, approvals, authorisations, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the relevant matter or as may be amended, modified, enacted or revoked from time to time hereafter or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;

"**Approval**" means any consent, permit, permission, approval, registration, grant, certificate, authorization, no-objection, waiver, license, Order, decree, declaration or filing with exemption or ruling from any Person including any Governmental Authority under Applicable Law or any Contract or otherwise;

"**Articles**" means the articles of association of the Company, as amended, restated, or substituted from time to time;

"**Big 4 Accounting Firm**" means any of Deloitte Touche Tohmatsu India LLP, PricewaterhouseCoopers, Ernst & Young LLP and KPMG and/or any of their affiliate or successor firms in India;

"**Board**" means the board of directors of the Company in office at the relevant time, appointed in accordance with the Articles and the Applicable Law;

"**Business**" means the business of trading in insulated cables;

"**Business Day**" means a day (other than Saturday or Sunday) on which banks are generally open for operation in Mumbai, Pune, New York and Mauritius;

"**CDSL**" means the Central Depository Services Limited;

"**Claim**" means any action, cause of action, assertion, claim, lawsuit, challenge, proceeding, demand, inquiry, hearing, investigation, notice (including a show cause notice) of a violation or non-compliance or litigation, whether present, unascertained, immediate, future or contingent and includes any such claim by any Person (including, a Governmental Authority);

"**Confidential Information**" means: (a) any information concerning the business, technology, trade secrets, know-how, business relationships, services, processes, staff and technical information, finance, transactions or affairs of the Parties (including the Business) or any of their respective Representatives (whether conveyed in written, oral or in any other form); (b) the Transaction Documents, their existence and any documents, correspondence, discussions and negotiations related to the Transaction Documents; or (c) any dispute arising out of or in connection with the Transaction Documents or the resolution of such dispute, unless such dispute is before a court or other similar public forum to the extent required as per Applicable Laws; (d) any information or materials prepared by or for a Party or its directors, officers, employees and Representatives that contain or otherwise reflect, or are generated from, Confidential Information; or (e) any other proprietary, confidential or non-public information of any Party;

"**Control**" in respect of a Person, means: (a) the beneficial ownership of, whether directly or indirectly, more than 50% (fifty percent) of that Person; (b) the right or power to exercise or cause or control the exercise of, whether directly or indirectly, acting alone or together with another Person, more than 50% (fifty percent) of the total voting rights of that Person; and/or (c) the right or power, whether directly or indirectly, acting alone or together with another Person, by contract or otherwise, to: (i) direct or cause the direction of the policies, decisions or management of that Person; or (ii) appoint a majority of the directors (other than independent directors), executive officers or other similar/applicable governing body of such Person, whether obtained by ownership of share capital, voting arrangements, possession of voting rights, through contract or otherwise. For the avoidance of doubt, a general partner is deemed to be in Control of a limited partnership. The terms **"Controlling"**, **"Controlled by"** and **"under the common Control with"** shall be construed accordingly;

"Deferred Sale Consideration" means INR 2,386,768,150 (Indian Rupees Two Billion Three Hundred Eighty Six Million Seven Hundred Sixty Eight Thousand One Hundred Fifty only);

"DTPL Demat Account" means the demat account of DTPL the details of which will shall be communicated by DTPL to the Selling Promoter prior to the Closing Date;

"Encumbrance" means any security, quasi-security or encumbrance or similar interest or any other competing claim of whatsoever kind or nature including without limitation: (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, option, deed of trust, title retention, right of first refusal, right of first offer, tag-along right, drag-along right, right of pre-emption, any other similar rights or transfer restriction, beneficial interest, deposit by way of security, claim, right, interest or preference granted to any third party, any direct interest held by any third party or conferring any priority of payment in respect of any obligation of any Person, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, or a contract to give or refrain from giving any of the foregoing; (b) any arrangement for exercising voting rights issued to any third party, any power of attorney issued to or other arrangement with any third party for transferring and/or exercising any rights or interest (including any voting or economic interest) or voting trust agreement; (c) any Claim as to title, possession or use; (d) any final order or decree for compulsory acquisition of any right, title and/or interest; and (e) any other agreement, arrangement or commitment having similar effect to any of the foregoing and the terms **"Encumber"** and **"Encumbered"** shall be construed accordingly;

"Equity Securities" means, equity shares, equity or voting or ownership interests, preference shares, options (including employee stock options whether granted, vested or exercised), warrants equity linked instruments (including phantom equity), and securities that are directly or indirectly convertible or exercisable or exchangeable (whether mandatorily convertible or otherwise) into equity shares or any securities and includes any Equity Share;

"Equity Shares" means the equity shares of the Company of face value INR 10 (Indian Rupees Ten only) each;

"**Fully Diluted Basis**" means the total of all classes and series of Shares outstanding on a particular date, combined with all ESOPs (whether granted on not) and other granted options, warrants (whether exercisable or not), securities of all kinds ultimately convertible into Equity Shares whether partly paid-up or fully paid-up or equity shares of any face value whether partly paid up or fully paid up, and including any other arrangement relating to the Company's equity or any other instrument which results or can result in issue of Equity Shares whether partly paid up or fully paid up;

"**Governmental Authority**" means any supranational, national, state, municipal or local government (including any subdivision, court, administrative agency or commission or other authority of the same) or any quasi-governmental or any body exercising any regulatory or quasi regulatory, taxing, judicial or other governmental or quasi-governmental power or authority, including securities exchanges, competition authorities or any court, judicial or quasi-judicial or regulatory authority, tribunal or any arbitrator or arbitrators;

"**Initial Sale Consideration**" means INR 7,160,304,450 (Indian Rupees Seven Billion One Hundred Sixty Million Three Hundred Four Thousand Four Hundred Fifty only);

"**IT Act**" means the (Indian) Income-tax Act, 1961, as may be amended or supplemented from time to time and shall include any statutory replacement, modifications or re-enactment thereof, together with all applicable and binding by-laws, rules, regulations, circulars, notifications, Orders, ordinances, policies, directions, and similar legal enactments, including but not limited to double taxation avoidance agreements;

"**NSDL**" means National Securities Depository Limited;

"**Order**" means any writ, judgment, decree, injunction, decision, ruling, order or statement of any Governmental Authority (in each such case whether preliminary or final);

"**Person**" means any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation;

"**Relative**" means a 'relative' as defined in the Act;

"**Sale Shares**" means an aggregate of 382,500 (three hundred eighty two thousand five hundred) Equity Shares of face value INR 10 (Indian Rupees Ten only) proposed to be transferred by the Selling Promoters to DTPL in the proportion set out in **Part A** of **Annexure 3**;

"**Shares**" means Equity Securities of the Company, preference shares of the Company or any other class or series of shares or securities forming part of the Share Capital that may be issued by the Company from time to time;

"**Share Capital**" means the total share capital of the Company on a Fully Diluted Basis and the reference to "**Shareholding**" of any Shareholder in this Agreement means the Shares held by such Shareholder in the Company on a Fully Diluted Basis;

"**Shareholder**" means any Person in whose name any Shares are registered in the register of members of the Company;

"**SSSPA**" means the share subscription and purchase agreement of even date executed among Mr. Rahul Radhavallabh Dhoot, BC Asia Investments XV Limited and DTPL;

"**SSSPA Conditions Precedent**" has the meaning ascribed to the term 'Conditions Precedent' under clause 4 of the SSSPA;

"**SSSPA Deferred Subscription Amount**" has the meaning ascribed to the term 'Deferred Subscription Amount' in terms of the SSSPA;

"**Tax**" or "**Taxation**" means all forms of applicable taxation, whether direct or indirect, including but not limited to corporate or personal income taxes, capital gains taxes, withholding taxes, buyback taxes, dividend distribution taxes, securities transaction taxes, equalisation levy, minimum alternative taxes, tax as representative assessee, deductions, goods and services tax, customs, value added tax, duties, imposts, levies, fees, charges, social security contributions, stamp duty and rates imposed, levied, collected, withheld or assessed by Tax Authorities, including any local, municipal, regional, urban, Governmental Authority, state, federal or other body, and any interest, additional taxation penalty, surcharge, cess, late fee or fine in connection therewith;

"**Tax Authority/ies**" means the income tax authorities as defined under Section 116 of the IT Act, the Income-tax Department, GST Authorities, Department of Revenue, Ministry of Finance, Government of India or any Governmental Authority whatsoever, including without limitation, any court, tribunal or other authority that has the jurisdiction over the administration, assessment, determination, adjudication, dispute resolution, collection and imposition of Taxes;

"**Tax Proceedings**" means writs, suits, recovery proceedings, demands, summons, Claims, proceedings related to representative assessee or agency under Section 160 or Section 163 of the IT Act, assessment proceedings, issuance of show cause notice or intimation, tax deduction at source related proceedings, search and seizure proceedings, re-assessment proceedings, revision proceedings, interest related proceedings, penalty related proceedings, rectification, stay of demand related proceedings, appeals (at any level) and all other similar and incidental actions; and

"**Transaction Documents**" means: (a) this Agreement; (b) the SSSPA; (c) the SHA(*as defined under the SSSPA*); (d) the Disclosure Letter (*as defined under the SSSPA*); Updated Disclosure Letter (*as defined under the SSSPA*); and (e) any agreement, instrument, document or deed entered into, or to be entered into, or delivered in connection with the transactions contemplated hereby.

1.2 In addition to the above, the following words and expressions shall have the meanings ascribed to them under the corresponding Clauses indicated below:

Term	Clause Reference
Deferred Sale Period	Clause 2.2.1
Closing Date	Clause 4.2.1
Closing Board Meeting	Clause 4.2.2(d)
Closing	Clause 4.2.3
Deferred Sale Payment Date	Clause 5.1
CGST Act	Clause 6.2(f)
SGST Act	Clause 6.2(f)
IGST Act	Clause 6.2(f)
GST Act	Clause 6.2(f)
Announcement	Clause 8.1
Representative	Clause 8.3
Arbitration Board	Clause 9.2
SIAC	Clause 9.2
Promoters' Representative	Clause 10.7
Notice	Clause 10.12

1.3 **Interpretation**

Except where the context requires otherwise, this Agreement will be interpreted as under:

(a) headings and titles herein are used for convenience of reference only and shall not affect the construction or interpretation of this Agreement;

(b) Recitals, Annexures and Schedules to this Agreement constitute an integral part of this Agreement;

(c) words of one gender are deemed to include references to other genders;

(d) words using singular number or plural numbers also includes the plural numbers or singular number, respectively;

(e) terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this Agreement as a whole and not any particular Recital, Clause, Paragraph, Annexure or Schedule of/to this Agreement;

(f) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(g) any reference to "writing" includes printing, e-mail and other means of reproducing words in permanent visible form but excludes text messages or any other messages delivered via mobile phones or via computer applications (including any short messaging service or social media application such as WhatsApp or any similar instant messaging application);

(h) any reference to any "consent" or "approval" or "agreement" or "concurrence" of a Party (or other such correlative terms) means such consent, approval, agreement or concurrence given by such Party in writing;

(i) unless otherwise specified, any reference to any Applicable Law or to any provision thereof shall include references to any such Applicable Law or to any provision thereof as it may, after the Agreement Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that Applicable Law or provision;

(j) unless stated otherwise, any reference to a Recital, Clause, Annexure, Schedule or Paragraph is deemed to be a reference to a recital, clause, annexure or schedule of/to this Agreement or a paragraph of any annexure or schedule to this Agreement;

(k) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation";

(l) a reference to "INR" shall be construed as references to the lawful currency for the time being of the Republic of India;

(m) any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1 (*Definitions and Interpretation*) have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;

(n) if any provision in Clause 1 (*Definitions and Interpretation*) is a substantive provision conferring rights or imposing obligations on any Party, effect is to be given to it as if it were a substantive provision in the body of this Agreement;

(o) when any number of days is prescribed in this Agreement, the same shall be reckoned exclusive of the first and inclusive of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day;

(p) whenever any payment is to be made or action taken under this Agreement is required to be made or action taken on a day which day is not a Business Day, such payment shall be made or action taken on the immediately following Business Day;

(q) time is of the essence in the performance of the Parties' respective obligations under this Agreement. If any time period specified herein is extended in accordance with this Agreement, then such extended time shall also be of the essence;

(r) any reference to this Agreement or an "agreement", "deed" or "document" shall be construed as a reference to this Agreement or such other agreement or deed or document as amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of this Agreement or such other agreement or deed or document;

(s) words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct or indirect" have the correlative meanings;

(t) no provisions of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;

(u) reference to conduct includes an act, statement or undertaking, whether or not in writing; and

(v) where a wider construction is possible, the words "other" and "otherwise" and "including" shall not be construed *ejusdem generis* with any foregoing words.

2. TRANSFER OF THE SALE SHARES

2.1 Sale and Purchase of the Sale Shares:

2.1.1. Upon the terms and subject to the conditions set forth in this Agreement, in consideration of the mutual rights and obligations of the Parties hereunder, DTPL hereby agrees to purchase from the Selling Promoters and the Selling Promoters agree to transfer to DTPL, on the Closing Date, the Sale Shares (including the rights, title and interest in the Sale Shares), such that upon such transfer on the Closing Date, DTPL receives full legal and beneficial ownership of the Sale Shares and all rights, title and interest relating thereto, free and clear from all Encumbrances, and DTPL agrees to pay the Sale Consideration to the Selling Promoters in accordance with the terms set out in this Agreement.

2.2 Determination of the Sale Consideration:

2.2.1 The Parties agree and acknowledge that (a) on the Closing Date, upon the transfer of the Sale Shares from the Selling Promoters to DTPL, DTPL shall (in accordance with Clause 4 (*Closing*)) pay to the Selling Promoters, the Initial Sale Consideration (as apportioned among the Selling Promoters in the manner set out in **Annexure 3**); and (b) subject to the Closing having occurred, an amount equivalent to the Deferred Sale Consideration shall be unconditionally payable by DTPL to the Selling Promoters, in the same proportion in which the Initial Sale Consideration is paid to the Selling Promoters, within a period 12 (twelve) months from the Closing Date, or 18 (eighteen) months from Agreement Date, whichever is earlier (**"Deferred Sale Period"**).

2.2.2 Any applicable Taxes, relating to the sale of the Sale Shares by the Selling Promoters and the transactions contemplated herein, shall be the sole liability and responsibility of the respective Selling Promoters, and such Selling Promoters shall pay their respective Taxes relating to the sale of their respective Sale Shares in accordance with Applicable Law, without any recourse or liability of DTPL or the Company.

2.2.3 Withholding:

DTPL shall be entitled to deduct and withhold appropriate Taxes as required under Applicable Law on the aggregate of Initial Sale Consideration and Deferred Sale Consideration at the time of paying the Initial Sale Consideration to the Selling Promoters as mentioned in Clause 2.2.1, and DTPL shall not withhold any Taxes (which have been already withheld at the time of paying the Initial Sale Consideration) upon payment of Deferred Sale Consideration. It is also hereby clarified that DTPL shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amounts as are required to be withheld pursuant to Applicable Law. Notwithstanding anything to the contrary in this Agreement, to the extent that any such amounts are so deducted or withheld and paid to the appropriate Tax Authority, such amounts shall be deposited by DTPL with the Governmental Authorities in the timelines prescribed by Applicable Laws and evidence of such deposit shall be provided to the Selling Promoters, and will be treated for all purposes of this Agreement as having been paid in respect of the Person with respect to whom such deduction or withholding was made.

3. CONDITIONS PRECEDENT

The obligations of the Parties to consummate the transactions as contemplated under Clause 4 (*Closing*) of this Agreement is subject to and conditional upon, the satisfaction of the SSSPA Conditions Precedent in terms of the SSSPA (unless waived or deferred in terms of the SSSPA).

4. INTERIM COVENANTS, PRE-CLOSING ACTIONS AND CLOSING

4.1 Interim Covenants and Pre-Closing Actions

4.1.1 During the period from Agreement Date to Closing Date, the Selling Promoters shall not transfer, Encumber, resolve, commit or agree to transfer or Encumber the Sale Shares (including any voting interest therein), to any Person, without the prior written consent of DTPL.

4.1.2 At least 2 (two) Business Days prior to the Closing Date, DTPL shall make payment of the required amount of stamp duty on the transfer of all the Sale Shares, to the relevant 'Depository' (NSDL or CDSL, as the case maybe) and provide the stamp duty payment challan as evidence of such payment of stamp duty to the Selling Promoters.

4.2 **Closing.**

4.2.1 Subject to satisfaction of the SSSPA Conditions Precedent, DTPL and the Selling Promoters shall proceed to Closing. Closing shall take place on the day on which the closing occurs under the SSSPA (**"Closing Date"**).

4.2.2 On the Closing Date, the following events shall take place sequentially, in the order set out in this Clause 4.2.2, and Closing shall be deemed to have occurred only once all the actions set out in this Clause 4.2.2 have been completed:

(a) all actions to be completed under clause 6.2 of the SSSPA shall have been completed in the manner stated in the SSSPA;

(b) immediately upon receipt of the Closing Subscription Amount (*as defined in the SSSPA*) in the Company Bank Account (*as defined in the SSSPA*), DTPL shall issue irrevocable wire transfer instructions for effecting the transfer of the Initial Sale Consideration in the proportion set out in **Annexure 3** to the bank account of each Selling Promoter (set out in **Annexure 3**) and shall provide the Selling Promoters with documentary proof of having initiated such remittance to such relevant bank account;

(c) immediately upon receipt of documentary proof referred to in Clause 4.2.2(b) above each Selling Promoter shall deposit with its depository participant, irrevocable and unconditional duly executed delivery instructions, in the prescribed form, for transfer of the relevant Sale Shares held by the relevant Selling Promoter from the demat account of such Selling Promoter to DTPL Demat Account and shall deliver to DTPL a copy of the acknowledgment provided by each Selling Promoters' depository participant acknowledging receipt of such delivery instructions and intimation from the depository participant of the completion of the transfer of the Sale Shares to DTPL Demat Account;

(d) Company shall, and the Selling Promoters shall procure that the Company shall, hold a meeting of the Board and pass relevant resolutions for (in a form and substance acceptable to DTPL) (**"Closing Board Meeting"**):

(i) taking on record the transfer of the Sale Shares from the Selling Promoters to DTPL;

(ii) updating its register of members reflecting DTPL as the owner of the Sale Shares;

(iii) authorising any directors on the Board to make all necessary applications, reporting and filings in connection with the above (including, all relevant filings with the Registrar of Companies) as may be required under Applicable Law;

(e) immediately upon conclusion of the meetings in Clause 4.2.2(d) above, the

Company shall deliver to DTPL, a certified true copy of the resolutions passed at the Closing Board Meeting.

4.2.3 The consummation of all the activities specified in Clause 4.2.2, in the order specified therein, shall together constitute "**Closing**". The obligations of each of the Parties in Clause 4.2.2 are interdependent and shall be deemed to take place simultaneously and no action to be taken on the Closing Date shall be deemed to have been completed until all such actions required to be taken on the Closing Date have been completed. All actions to be taken and all documents to be executed and delivered by Party(ies) at Closing under this Agreement is deemed to have been taken and executed and to have come into effect simultaneously. Parties agree to act in good faith and take all reasonable actions that may be required to ensure that all such actions set out in Clause 4.2.2 are completed on the same Business Day.

5. POST CLOSING COVENANTS

5.1 On the date of transfer of the SSSPA Deferred Subscription Amount by the Purchaser to DTPL Bank Account in terms of clause 6.3 of the SSSPA, DTPL shall pay the SSSPA Deferred Sale Consideration to the Selling Promoters, in the bank account of each Selling Promoter set out in **Annexure 3** in the same proportion in which the Initial Sale Consideration is paid to the Selling Promoters on the Closing Date (such date on which the Deferred Sale Consideration is paid, the "**Deferred Sale Payment Date**"). On the payment of the Deferred Sale Consideration on the Deferred Sale Payment Date to the Selling Promoters, DTPL would stand discharged of its obligations to make payment of the Deferred Sale Consideration towards the Sale Shares.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Party represents to the other Party that the following representations and warranties are true, correct and not misleading in any respect, on the Agreement Date and on the Closing Date:

(a) it has full power, authority and capacity to enter into this Agreement and to carry out its obligations hereunder and has obtained all requisite Approvals to enter into, to observe and perform the transactions contemplated hereunder;

(b) Person(s) executing the Agreement on behalf of a Party that is not a natural Person, is an authorized signatory of such Party. Execution and delivery by each Party of this Agreement and the performance by it of the transactions contemplated hereunder have been duly authorised by all necessary corporate or other actions (as the case may be) of such Party;

(c) this Agreement constitute legal, valid and binding obligation of each Party, enforceable against it in accordance with their terms; and

(d) there is no Order of any Governmental Authority or any Claims or Actions before any Governmental Authority against any Party which would impact the execution, delivery or performance of this Agreement or prevent any Party from fulfilling its obligations set out herein.

6.2 Each Selling Promoter severally represents to DTPL that the following representations and warranties are true, correct and not misleading in any respect, on the Agreement Date and on the Closing Date:

(a) each Selling Promoter is the sole legal and beneficial owner of its Sale Shares as set out in **Annexure 1**, free and clear of any Encumbrances, and has legal, valid and marketable title in respect of its Sale Shares and has the exclusive right to exercise all voting rights and receive all economic benefits over and in respect of the Sale Shares;

(b) Sale Shares have been validly acquired and held in accordance with Applicable Law, and all material filings in relation to the Sale Shares, as required under Applicable Law, have been validly, duly, and correctly made by the Company and the relevant Selling Promoter. There are no correspondence or Claims in relation the Sale Shares from any Person;

(c) the Sale Shares are duly authorized and stamped, legally and validly issued, and allotted and fully paid up to the relevant Selling Promoter;

(d) the Sale Shares constitute 85% (eighty five percent) of the share capital of the Company on the Agreement Date and 85% (eighty five percent) of the Share Capital of the Company on the Closing Date;

(e) the rights of the Selling Promoters in the Sale Shares have not extinguished, the Sale Shares are not subject to a forfeiture or surrender, and the Selling Promoters have not forfeited or surrendered the Sale Shares or committed to undertake any act or omission resulting in forfeiture or surrender of the Sale Shares;

(f) there are no pending Tax proceedings, notices and/or outstanding Tax demands (disputed or otherwise) against any Selling Promoters that can adversely affect or void the transfer of its Sale Shares under Section 281 of the IT Act. The Selling Promoters are not required to obtain nor have obtained any registration under the Central Goods and Services Tax Act, 2017 (**"CGST Act"**), the applicable State Goods and Services Tax Act, 2017 (**"SGST Act"**) or corresponding provisions of the Integrated Goods and Services Tax Act, 2017 (**"IGST Act"**) (the CGST Act, SGST Act and IGST Act collectively referred to as the **"GST Act"**);

(g) all the information, representations and documents provided by the Selling Promoters to the Big 4 Accounting Firm, for issuing the 281 DHPL Report, are true, correct, and not misleading in all respects;

(h) all of the Selling Promoters is a Person domiciled or resident in India as per the provisions of the FEMA: (i) during the entire financial year in which closing in terms of Clause 4 occurs; (ii) during the entire financial year in which they receive the Deferred Sale Consideration; and (iii) at the time of acquisition of the Sale Shares; and

(i) all of the Selling Promoters are a Person domiciled or resident in India as per the provisions of Section 6 of the IT Act: (i) during the entire financial year in which closing in terms of Clause 4 occurs; (ii) during the entire financial year in which they receive the Deferred Sale Consideration; and (iii) at the time of acquisition of the Sale Shares.

6.3 Each of the representations and warranties provided under this Clause 6 is separate and independent and none of them are limited or restricted by inference from the terms of any other representation and warranty or any other term of the Transaction Documents.

6.4 The Selling Promoters hereby acknowledge that DTPL has entered into this Agreement in reliance upon the representations and warranties provided under this Clause 6.

6.5 From the Agreement Date to the Closing Date, the Selling Promoters do not or permit anything to be done which would constitute a breach of any of the representations and warranties.

6.6 The Selling Promoters and the Company undertake to promptly notify DTPL and the Purchaser, in writing, if they become aware of any fact, matter or circumstance which would reasonably be expected to result in any of the representations and warranties set out in Clause 6.1 and Clause 6.2 become untrue, incorrect or misleading.

7. TERM AND TERMINATION

7.1 Term.

This Agreement shall be effective from the Agreement Date and shall remain valid and in effect unless terminated in accordance with this Clause 7.

7.2 Termination.

7.2.1 Termination by Mutual Consent: This Agreement may be terminated by mutual consent of the Parties in writing.

7.2.2 Termination of the SSSPA: This Agreement will automatically terminate in the event the SSSPA is terminated in accordance with its terms prior to the closing thereunder.

7.3 Consequences of Termination.

7.3.1 Subject to Clause 7.3.2, in case of termination of this Agreement in terms of Clause 7.2, this Agreement shall have no further force or effect, and no Party shall have any further liability or obligation under this Agreement.

7.3.2 The provisions of Clauses 1 (*Definitions and Interpretation*) (to the extent relevant for giving effect to this Clause 7), Clause 8 (*Confidentiality*), Clause 9 (*Governing Law & Dispute Resolution*), and Clause 10 (*Miscellaneous*) and this Clause 7.3.2 shall survive the termination of this Agreement and nothing herein shall relieve any Party from its obligations under such provisions or from any liability pursuant to this Agreement prior to its termination.

8 CONFIDENTIALITY

8.1 Subject to the other provisions of this Clause 8, no announcement, circular or communication (each an "**Announcement**") concerning the existence or content of this Agreement shall be made by any Party and/or its Affiliates without the prior written consent of the other Parties.

8.2 The provisions of Clause 8.1 do not apply in respect of any Announcement if, and to the extent that, it is required to be made by Applicable Law or any Governmental Authority; provided, however, that, any Announcement shall, so far as is practicable, be made after consultation with the other Parties and after taking into account such Party's reasonable requirements regarding the content, timing and manner of dispatch of the Announcement in question.

8.3 The Parties agree and undertake that they and their Affiliates, and their respective directors, officers, employees and professional advisors ("**Representatives**") shall not reveal, to any third Person other than the foregoing parties any Confidential Information without the prior written consent of the other Parties. A Party may disclose Confidential Information, if and to the extent:

(a) the disclosure is required by Applicable Law or any Governmental Authority, to which the Party making the disclosure is subject, provided, however, that, such Party shall, to the extent practicable: (i) provide in advance, a copy of the required disclosure to the other Party and incorporate any additions or amendments reasonably requested by such other Party; and (ii) shall take all such reasonable measures to inform the Governmental Authority of the confidential nature of the information;

(b) disclosure is made to any of the Party's Affiliates, or their respective financiers or professional advisers (including legal and financial), and/or a purchaser or current or prospective shareholder and/or current or prospective limited partners in the Purchaser or Purchaser's Affiliates, provided, however, that, in each case, such disclosure is made on a 'need to know basis' and such Persons are bound by the confidentiality requirement of this Clause 8;

(c) the information has come into the public domain other than as a result of a breach by a Party of this Clause 8;

(d) was independently developed by the Party without reference to or relying on any Confidential Information of the other Parties, or was already in the lawful possession of that Party without an obligation to maintain confidentiality; or

(e) where the relevant Parties have given prior written consent to the disclosure.

9 GOVERNING LAW & DISPUTE RESOLUTION

9.1 This Agreement and any dispute or Claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or Claims) shall be governed by, and construed in accordance with, the laws of India.

9.2 Any dispute or Claim arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity hereof, shall be referred at the request in writing of any Party to a binding arbitration by a panel of 3 (three) arbitrators (**"Arbitration Board"**), in accordance with the international arbitration rules of the Singapore International Arbitration Centre (**"SIAC"**), in force at the relevant time, which rules are deemed to be incorporated by reference in this Clause.

9.3 The claimant shall appoint 1 (one) arbitrator, and the respondent shall appoint 1 (one) arbitrator on the Arbitration Board, and the 2 (two) arbitrators so appointed by each of the claimant and the respondent shall appoint the third arbitrator, who shall preside over the Arbitration Board.

9.4 The seat of arbitration shall be Singapore and venue of arbitration shall be Mumbai, and the language of arbitration shall be English. The arbitrator's award shall be made in writing and shall be final and binding. The arbitrator shall also decide on the costs of the arbitration procedure. Parties shall submit to the arbitrator's award and the same shall be enforceable in any competent court of law.

9.5 Existence and content of any arbitration proceeding, and any award thereof shall be confidential among the Parties, and subject to the terms of Clause 8 (*Confidentiality*).

9.6 Prior to or during the pendency of the arbitration proceedings, nothing shall preclude any Party to the dispute from seeking interim, equitable or injunctive relief in support of the arbitration before the relevant forum. The pursuit of equitable or injunctive relief shall not be a waiver of the Party's rights to pursue any remedy including for monetary damages through arbitration.

9.7 Parties expressly agree that provisions of Sections 9, 27 and 37 of the (Indian) Arbitration and Conciliation Act, 1996 (as amended) are expressly included in this Clause 9 and all other provisions of Part I of the (Indian) Arbitration and Conciliation Act, 1996 (as amended) are excluded.

9.8 The Parties agree that in the event disputes arise under this Agreement and/or the other

Transaction Documents which are connected with or related to the same subject matter, the Parties undertake that all such disputes shall be referred to the same arbitral tribunal that is constituted for dealing with the dispute in respect of which arbitration has been first invoked.

9.9 The existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

9.10 The Parties waive any right to apply to any court of law and/or other judicial authority to determine any preliminary point of law and/or review any question of law and/or the merits, insofar as such waiver may validly be made. The Parties shall not be deemed, however, to have waived any right to challenge any award on the ground that the Arbitration Board lacked substantive jurisdiction and/or on the ground of serious irregularity affecting the Arbitration Board, the proceedings or the award to the extent allowed by the law of the seat of arbitration. Nothing in these dispute resolution provisions shall be construed as preventing any Party from seeking conservatory or interim relief from any court of competent jurisdiction.

10 MISCELLANEOUS

10.1 **Assignment.** None of the Parties may assign, transfer or delegate any of their rights or obligations under this Agreement without the prior written consent of the other Party.

10.2 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, unenforceable or prohibited to any extent by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party to the other(s), and the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid, enforceable and binding and of like effect to the fullest extent permitted by Applicable Law. In the event any provision of this Agreement is held to be invalid or unenforceable, Parties shall mutually discuss to arrive at a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

10.3 **Costs.** Each Party will bear its own fees, costs and expenses incurred in relation to the preparation, finalization, execution and performance of this Agreement, and for implementing all other matters set out in this Agreement, including all fees and expenses of agents, representatives, counsel and accountants in connection with this Agreement, unless set out otherwise in this Agreement, provided, however, that DTPL shall bear the stamp duty payable on: (a) this Agreement; (b) the transfer of the Sale Shares.

10.4 **Amendment.** This Agreement may be amended or modified only by another written agreement executed by DTPL, Company and the Selling Promoters. No variation of this Agreement shall be valid unless it is made by an instrument in writing and signed by duly authorized representatives of DTPL, Company and Selling Promoters. Expression "variation" shall include any variation, amendment, supplement, deletion or replacement howsoever effected.

10.5 **Waiver.** No waiver of any provision of this Agreement or consent to any departure from it by any Party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given, and shall not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. Failure or delay to exercise any rights, elections or remedies provided for herein, shall not be considered a waiver of such provision, right, election or remedy or in any way affect the validity of this Agreement. Failure of any Party to enforce any such rights, elections or remedies shall not preclude such Party from later enforcing or exercising any rights, elections or remedies that it may have under this Agreement or under Applicable Law. No single or partial exercise of any right, power, privilege or remedy under this Agreement shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy

10.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and each of the counterparts shall constitute one and the same instrument. This Agreement may also be executed by the delivery of signature pages by electronic mail in "portable document format" (".pdf") and such delivery of signature pages shall be as effective as signing and delivering the original or counterpart in person, provided, however, that, nothing contained in this Clause 10.6 shall be applicable to the manner in which Notices are required to be given under Clause 10.12.

10.7 **Authorization.** Unless otherwise communicated in advance by the Selling Promoters in writing to DTPL, notwithstanding anything to the contrary contained elsewhere in this Agreement, each Selling Promoter hereby authorized Rahul Radhavallabh Dhoot (**"Promoters' Representative"**) to do all such acts, deeds and things and take all such decisions, to receive and make all communications and notices and provide consents pursuant to this Agreement, on behalf of each of them as may be required under this Agreement for exercise of their rights and for satisfaction and fulfilment of their respective duties, liabilities, responsibilities and obligations under this Agreement. All such acts, deeds or things as may be done, or decisions as may be taken by the Promoters' Representative shall be deemed to have been done or decided by and shall be binding on each Selling Promoter. Service of any notice or other communication on the Promoters' Representative shall be deemed to constitute valid service thereof on such Selling Promoter.

10.8 **No Agency.** The Parties agree nothing herein contained shall constitute any Party as an agent, legal representative, partner, subsidiary, or employee of the other Party. No Party shall have the right or power to, and shall not bind or obligate in any way, manner or thing whatsoever, the other Parties nor represent to the contrary.

10.9 **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, either oral or in writing executed among Parties with respect to the subject matter herein.

10.10 **Specific Performance.** Parties agree that damages may not be an adequate remedy, and the Parties may be entitled to an injunction, restraining order, right for recovery, specific performance or other equitable relief to restrain any breach or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. Injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have at law or in equity.

10.11 **Further Assurances.**

10.11.1 Each of the Parties shall co-operate with each other and execute and deliver such instruments and documents and take such other actions as may be reasonably requested from time to time (whether before or after the Closing Date) in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement (including promptly providing all necessary information and assistance as may be required by DTPL) provided that no such documents or agreement shall be inconsistent with the spirit and intent of this Agreement. If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled in the reasonable opinion of any Party, the Parties agree to meet and explore alternative solutions depending upon the new circumstances, but keeping in view the spirit and core objectives of this Agreement, including entering into such other agreements and documents, as may be necessary and on the basis of the principles set out in this Agreement.

10.11.2 The Parties agree and undertake that, in case, pursuant to Applicable Law, the arrangements and understanding between the Parties as provided within this Agreement cannot be implemented in the manner as set out in this Agreement, the Parties shall make best efforts and cooperate with each other for an alternative mechanism, compliant with Applicable Law, to achieve the same commercial objective of the Parties, as is set out within this Agreement, and agree to undertake all necessary steps and actions as may be required.

10.12 **Notices.**

10.12.1 Unless specifically mentioned otherwise, each notice, demand, consent, agreement or any other communication given or made under this Agreement by any Party shall be in writing (in English language) and delivered or sent either by personal delivery or by courier service or by email addressed to the relevant Party at its address or email address set out below (or such other address or email address as the addressee has by at least 5 (five) Business Days' prior written notice specified to the other Parties) (**"Notice"**). Any Notice given or made by letter between countries shall be delivered by registered airmail or international courier service. Any Notice so addressed to the relevant Party shall be deemed to have been delivered: (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; or (b) if given by email to the designated email address, at the time that the e-mail is sent, so long as the sender of such email has not received an automatic email from the applicable email server indicating a delivery failure, as provided below or as may be notified by the concerned Party from time to time. The initial address for the Parties for the purposes of this Agreement have been set out below.

(a) if to Company, to:

Address:	Plot No AL 18 and AL 19, SEZ, Shendra MIDC, Aurangabad.
Attention:	Somshekhar Patil
Email:	somshekharpatil@dhoottransmission.com

(b) if to DTPL, to:

Address:	Gut No. 312, Nanekarwadi, Chakan, Tq-Khed, Pune – 410501, Maharashtra, India
Attention:	Somshekhar Patil
Email:	somshekharpatil@dhoottransmission.com

(c) if to any Selling Promoters, to:

Address:	"MANGALAM" Vishram Baug Colony, Padampura, Near Youth Hostel, Chh. Sambhajinagar (Aurangabad)-431005
Attention:	Rahul Radhavallabh Dhoot
Email:	rahuldhoot@dhoottransmission.com

[Signature Page Follows]

ANNEXURE 1

LIST OF SELLING PROMOTERS

S. No.	Number of Equity Shares held on Agreement Date	Shareholding Percentage as on Agreement Date	Number of Equity Shares held on Closing Date*	Shareholding Percentage as on Closing Date
1.	Rahul Radhavallabh Dhoot	68.33%	0	0%
2.	Anupama Rahul Dhoot	16.67%	0	0%

*A nominee may hold shares of the Company for compliance with the minimum shareholder requirements under Applicable Law.

ANNEXURE 2

PART A

SHAREHOLDING PATTERN OF THE COMPANY

Sr. No.	Name of Shareholder	Number of Shares held as on Agreement Date	Share Capital (Shares of FV Rs. 10 each)	% holding in the company
1.	Rahul Radhavallabh Dhoot	3,07,500	30,75,000	68.33%
2.	Anupama Rahul Dhoot	75,000	7,50,000	16.67%
3.	Dhoot Transmission Private Limited	67,500	6,75,000	15.00%
Total		**4,50,000**	**45,00,000**	**100.00%**

PART B

SHAREHOLDING PATTERN OF THE COMPANY

Sr. No.	Name of Shareholder	Number of Shares held as on Agreement Date*	Share Capital (Equity Shares of face value Rs. 10 each)	% holding in the Company
1.	Dhoot Transmission Private Limited	4,50,000	45,00,000	100.00%
	Total	**4,50,000**	**45,00,000**	**100.00%**

*A nominee may hold shares of the Company for compliance with the minimum shareholder requirements under Applicable Law.

ANNEXURE 3

DETAILS OF SELLING PROMOTERS AND SALE SHARES

Details of Sale Shares transferred to DTPL:

S. No.	Name of Selling Promoter	PAN	Number of Sale Shares	Details of Bank Account
1.	Rahul Radhavallabh Dhoot	AERPD6888C	307,500	Axis Bank Ltd Beed By Pass Branch, Chh. Sambhajinagar (Aurangabad) Saving Account Number-912010035989739 IFSC Code: UTIB0005209
2.	Anupama Rahul Dhoot	AERPD6892G	75,000	Axis Bank Ltd Beed By Pass Branch, Chh. Sambhajinagar (Aurangabad) Saving Account Number-914010026629749 IFSC Code: UTIB0005209
	Total	**382,500**		

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED AND DELIVERED, OR CAUSED FOR THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES, AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Rahul Dhoot

LOSW

Name: Rahul Radhavallabh Dhoot
Place: Ch. SambhajiNagar (Aurangabad)

Signature Page to the Share Purchase Agreement

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED AND DELIVERED, OR CAUSED FOR THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES, AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

Anupama Dhoot

____

Name: Anupama Rahul Dhoot
Place: Ch. SambhajiNagar (Aurangabad)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED AND DELIVERED, OR CAUSED FOR THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES, AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

FOR AND ON BEHALF OF
Dhoot Transmission Private Limited

Name: Rahul Radhavallabh Dhoot
Designation: Director
Place: Ch. Sambhaji Nagar (Aurangabad)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED AND DELIVERED, OR CAUSED FOR THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES, AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

FOR AND ON BEHALF OF
Dhoot Holdings Private Limited

ROSN

Name: Rahul Radhavallabh Dhoot
Designation: Director
Place: Ch. Sambhaji Nagar (Aurangabad)