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NARAYANAGUDA
HYDERABAD - 500029
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SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT ("Agreement")** is entered into at Hyderabad, Telangana on this 24 day of June, 2021 (**"Execution Date"**) between:

(1) **MR. NAGA GOVARDHAN KUMAR JANAPATI,** S/o Mr. Siva Prasad Rao Janapati, aged about 42 years, holding AADHAR No. 845978936777, having his place of residence at 1-1-724/2, Gandhinagar, Opp Nidhi Apts, Gandhi Nagar, Hyderabad – 500 080, Telangana, India (hereinafter referred to as "Seller 1", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) of the **FIRST PART;**

AND

(2) **MR. ADIVI LEELA NAGARAJU,** S/o A Kanakalingeswara Rao, aged about 47 years, holding AADHAR No. 936732600387, having his place of residence at Flat No-203, Mountmeru Apartments, Banjara Hills, Road No- 5, Khairatabad, Hyderabad-500034, Telangana, India (hereinafter referred to as "Seller 2", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) of the **SECOND PART;**

AND

(3) **MODI PROPERTIES PRIVATE LIMITED** Company incorporated under the Companies act 2013, having CIN number **U65993TG1994PTC017795** having its registered office at 5-4-187/3&4, Soham Mansion, M G Road, Secunderabad, Hyderabad – 500 033, TG (hereinafter referred to as the "Purchaser 1", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART;**

AND

(4) **JVRX ASSET MANAGEMENT PRIVATE LIMITED** Company incorporated under the Companies act 2013, having CIN number **U70109TG2020PTC145003** having its registered office 6-3-569/1,4th Floor, Above BMW Show Room Opp .RTA Office, Khairatabad Hyderabad Hyderabad TG 500082 IN (hereinafter referred to as the "Purchaser 2", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART;**

AND

(5) **Mr. BHASHYAKARLA ANAND KUMAR,** s/o B.N.Ramulu, aged about 52 year, R/o H.no. 37-18/869, Plot no.869, Defence Colony Sainikpuri, Secunderabad – 94 (hereinafter referred to as the "Purchaser 3", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIFTH PART;**

AND

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(6) **Mr. N. REDDY KIRAN KUMAR** s/o Mr.Madhusudhan Reddy aged about 46 years R/o H.No.5-11-233,Plot.No.275, Venkateshwara Nagar,Meerpet Moula-Ali,Hyd-40 (hereinafter referred to as the "Purchaser 4", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SIXTH PART;**

AND

(7) **Mr. K. VIJAYA BHASKER REDDY** s/o K. Penta Reddy aged about 48 years R/o Plot no.52, Jalavayu Vihar Colony, Opp KPHB Colony Kukatpally, Hyderabad – 85 (hereinafter referred to as the "Purchaser 5", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SEVENTH PART;**

AND

(8) **Mr. KALLURI VENKATA NARASIMHA MURTHY** s/o late K.V.Rama Rao, aged about 51 years, R/o Plot no.48, Sridhamam, Sri Chakra Enclave Sainikpuri Secunderabad – 94 hereinafter referred to as the "Purchaser 6", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **EIGHTH PART;**

AND

(9) **Mr. KALLURI VENKATA NAGABHUSHANAM,** s/o late K.V.Rama Rao aged about 50 years R/o H.no.6-3-286/2, 3RD Cross Hastinapuri Colony Sainikpuri Colony, Sainikpuri, Secunderabad – 94 (hereinafter referred to as the "Purchaser 7", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **NINETH PART;**

AND

(10) **Mrs. NAREDLA KRISHNAVENI** W/o N. Jai Chander aged about 33 years R/o Volla no.8Ambrosia Grandeur Ayodhya X Road Kandlakoya Medchal Malkajgiri Dist 501401 (hereinafter referred to as the "Purchaser 8", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **TENTH PART;**

AND

(11) **DR. N.R.K. BIO-TECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, having CIN number **U24230TG2004PTC044950** and having its registered office at H.No.8-2-268/1/A/1/B&C, 2nd Floor, Tulasi Homes Aurora Colony, Road No.3, Banjara Hills Hyderabad Hyderabad TG 500034 IN (hereinafter referred to as the "**Company**" which term shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns) of the **LAST PART**.

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The Seller 1 and Seller 2 shall hereinafter be individually referred to as a "**Seller**" and collectively as the "**Sellers**".

The Purchaser 1, Purchaser 2, Purchaser 3, Purchaser 4, Purchaser 5, Purchaser 6, Purchaser 7 and Purchaser 8 shall hereinafter be individually referred to as a "**Purchaser**" and collectively as the "**Purchasers**"

The **Purchasers**, **Sellers** and the **Company** shall hereinafter be individually referred to as the "**Party**" and collectively as the "**Parties**" wherever the context so permits.

WHEREAS:

A. The Company is a private limited company engaged, *inter alia*, in the business of manufacturing, buying, selling and dealing in Pharmaceuticals and Medical drugs ("**Business**"). The shareholding pattern of the Company on the Effective Date is laid down in **Schedule 1** of this Agreement.

B. The authorized share capital of the Company is INR 2,50,00,000 (Indian Rupees Two Crores Fifty Lakhs Only) divided into 25,00,000 (Twenty five lakhs) Shares of INR 10 (Indian Rupees Ten only) each.

C. The issued, subscribed and paid up share capital of the Company is INR 1,92,88,000 (Indian Rupees One Crore Ninety-Two Lakhs Eighty-Eight Thousand only), divided into 19,28,800 (Nineteen lakhs Twenty-Eight Thousand Eight Hundred Only) Shares of INR 10 (Indian Rupees Ten only) each.

D. The Sellers are the sole, legal and beneficial owners of the Sale Shares (*defined below*), representing 100% (one hundred percent) of the total issued and paid-up share capital of the Company, as set out in **Part A** of **Schedule 1** hereto.

E. The Sellers are now desirous of transferring to the Purchasers, and based on the representations, warranties, covenants and promises by the Sellers with respect to clear title and marketability of the Sale Shares the Purchasers have agreed to purchase the Sale Shares, (by itself and through its nominees /Affiliates (*defined below*)), together with all rights, title and interest therein, free from all Encumbrances (*defined below*) on the terms, and subject to the conditions, set out in this Agreement.

F. On the completion of the sale and purchase of the Sale Shares (*defined below*) as contemplated in this Agreement, the Purchasers shall hold, along with its nominees /Affiliates (*defined below*), 100% (one hundred percent) of entire issued, subscribed, and paid-up share capital of the Company as set out in **Part B** of **Schedule 1** hereto.

G. The Parties are now desirous of entering into this Agreement to set forth the terms and conditions agreed amongst them for the sale of the Sale Shares by the Sellers and purchase of the Sale Shares by the Purchasers.

NOW, THEREFORE, in consideration of the Purchase Consideration (*as defined herein below*) and mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

In this Agreement, except as otherwise provided, capitalized terms shall have the meaning assigned to them herein below:

"Act" : means to the extent notified, the Companies Act, 2013, including any amendments and any statutory re-enactment or replacement thereof and any rules, regulations, notifications and clarifications made thereunder, and the surviving provisions of the Companies Act, 1956 to the extent the same are in force.

"Affiliate" : in relation to a Person,

(a) being a corporate entity, means any entity, which Controls, is Controlled by, or is under the common Control of such Person.

(b) being an individual, means a relative or any entity which is Controlled by or under the common Control of such relative.

"Agreement" : means this share purchase agreement and shall include any schedules, annexures, or exhibits that may be annexed to this Agreement now or at a later date and any amendments made to this Agreement by all the Parties in writing.

"Effective Date" : means the date of execution of this Agreement.

"Applicable Law" : means any statute, law, enactment, regulation, ordinance, policy, treaty, rule, judgment, notification, directive, guideline, requirement, rule of common law, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, or any restriction or condition, or any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of, any Government Authority having jurisdiction over the matter in question, whether in effect as of the Effective Date or thereafter.

"Business Day" : means a day on which banks are open for business in Hyderabad, Telangana for transaction of normal banking business.

“Closing”	:	shall have the meaning ascribed to it in Clause 4 of this Agreement.
“Conditions Precedent”	:	shall have the meaning ascribed to it in Clause 3 of this Agreement.
“Confidential Information”	:	shall have the meaning ascribed to it in Clause 10.1 of this Agreement.
“Consent”	:	means any approval, consent, license, no-objection, registration, ratification, permission, waiver, authorization or permit.
Control”	:	means the beneficial ownership directly or indirectly of more than 50% (fifty percent) of the voting securities of such entity or control over the majority of the composition of the board of directors or power to direct the management or policies of such entity by contract or otherwise.
“Encumbrance	:	means any encumbrance (a) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation 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, (b) any voting agreement, interest, option, right of first offer, first, last or other refusal right or transfer restriction in favour of any person and (c) any adverse claim as to title, possession or use.
“Governmental Authority”	:	shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of India or any other country.
“Losses”	:	shall mean any and all actual and direct liabilities, damages, fines, interest, penalties, deficiencies, losses and expenses including without limitation interest, court

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costs, amounts paid in settlement, reasonable expenses of investigation, reasonable fees and expenses of attorneys, accountants and other experts and expenses of litigation, suit, action or other proceedings or of any claim, default, assessment involving a third party claim or a claim solely between the Parties hereto which flows or arises naturally from the breach in question.

"Person"	:	means any individual, Hindu undivided family, sole proprietor, corporation, limited or unlimited liability company, body corporate, partnership (whether limited or unlimited), joint venture, estate, trust, union, unincorporated association or organization, firm, Governmental Authority or other enterprise, association, organization or entity whether or not required to be incorporated or registered under Applicable Law.
"Purchase Consideration"	:	means the Purchase Consideration as laid down in Clause 2 of this Agreement.
Sale Shares	:	Shall mean the 100% (one hundred percent) Shares comprising of entire issued, subscribed, and paid-up share capital (includes all equity and preference shares) of the Company as set out in Part A of Schedule 1 hereto.
"Warranties"	:	means the representations and warranties provided by the Sellers hereunder and including those set out in Clause 5 and each statement contained in **Schedule 3** of this Agreement.
"Tax"	:	means any and all forms of taxes, whether direct or indirect, duties, imposts, levies, withholdings or other like assessment and all charges, costs, interest, penalties, surcharges, fines incidental or relating thereto imposed by any Governmental Authority, and shall include all taxes on income, profits, service, sales, wealth, use and occupation, value added taxes, ad valorem, transfer, franchise, withholding, capital gains, distribution taxes, payroll, employment, excise, stamp duty and property taxes and any liability or obligation for the payment of any amounts of the type described earlier.

1.2 Interpretation

In this Agreement, unless the context otherwise requires, the following rules of interpretation apply:

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(a) The terms referred to in this Agreement, unless defined otherwise or unless inconsistent with the context or meaning thereof, shall bear the same meaning as defined under the relevant statute / legislation.

(b) All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

(i) any statutory modification, consolidation or re-enactment (whether before or after the Effective Date) for the time being in force;

(ii) all statutory instruments or orders made pursuant to a statutory provision; and

(iii) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

(c) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

(d) References to Recitals, Clauses, Schedules are references to, unless the context otherwise requires, recitals to, clauses of, schedules to, this Agreement.

(e) Any reference to "writing" includes printing, typing, lithography and other means of reproducing words in visible form. All approvals and/ or consents to be granted by the Parties under this Agreement shall be deemed to mean approvals and/ or consents in writing.

(f) The terms "include" and "including" shall mean "include/ including without limitation".

(g) The titles of the clauses and sub-clauses of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(h) Any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this Agreement or that document.

(i) Time is the essence of this Agreement.

2. SALE AND PURCHASE OF SALE SHARES:

2.1 Subject to the terms and conditions of this Agreement, the Sellers hereby agree to sell to the Purchasers, the Sale Shares and the Purchasers, relying upon the representations, warranties, undertakings and indemnities as provided by the Sellers under this Agreement, hereby agrees to purchase from Sellers, the Sale Shares free and clear from all Encumbrances of any nature whatsoever and with all rights now or in the future attaching to it (including without limitation the right to receive all dividends, distributions or any return of capital declared, made or paid on or after the Effective

Date), for the consideration to be paid by the Purchasers to the Sellers and on the terms and subject to the conditions of this Agreement.

2.2 The aggregate consideration for the sale and transfer of the Sale Shares by Sellers to the Purchasers in accordance with this Agreement shall be the sum of INR 1,50,00,000 (Indian Rupees One Crore Fifty Lakh only) ("**Purchase Consideration**", as more fully described in Schedule 4). The said Purchase Consideration shall be payable to the following account of the Sellers with respect to their respective shareholding as on the Effective Date:

Seller 1	: Mr. Naga Govardhan Kumar Janapati
Bank Name	: STATE BANK OF INDIA
Bank Address	: Rupa branch West Kameng District, Arunachal Pradesh -7900003
Beneficiary Name	: Naga Goverdhan Kumar Janapati
Beneficiary Address	: E- 351, Rupa Town & Village, West Kameng District, Arunachal Pradesh
Account Number	: 30215453499
PAN	: AISPJ5862H
IFSC CODE	: SBIN0007620

Seller 2	: Mr.Adivi Leela Nagaraju
Bank Name	: STATE BANK OF INDIA
Bank Address	: Yousufguda branch
Beneficiary Name	: A L Nagaraju (Authorization from Vatsavayi Ramesh Kumar Raju)
Beneficiary Address	: 203 monetemeru Apartments Road no.3 banjara Hills Hyderabad, Telangana
Account Number	: 30233989266
IFSC CODE	: SBIN0011662
PAN	: ABGPN3651D

3. CONDITIONS PRECEDENT:

3.1 The Parties agree that the obligation of the Purchasers to purchase the Sale Shares is conditional upon the fulfilment of the conditions precedent set out in **Schedule 2 ("Conditions Precedent")** of this Agreement.

3.2 The Parties shall co-operate with one another and provide all reasonable assistance, information and documents required for satisfaction of the Conditions Precedent as soon as possible shall extend all necessary assistance and co-operation as may be reasonably requested by such Party.

4. SIGNING AND CLOSING:

Govardhan
Nagaraju

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4.1 Within a period of 10 Business Days from the date of completion of Conditions Precedent, the following shall be transacted in the order indicated below and would be deemed to have been performed simultaneously ("**Closing**"):

(a) The Purchasers shall make payment of the Purchase Consideration to the bank account of the Sellers with respect to their respective shareholding as on Execution Date.

(b) Execution of the relevant and duly stamped share transfer forms (Form no. SH 4) by the Sellers and the Purchasers in respect of the Sale Shares;

(c) Delivery of the duly executed, stamped and dated shares transfer forms in respect of the Sale Shares by the Purchasers to the Company along with the physical copies of the existing share certificates in respect of the Sale Shares and the Company taking on record such transfer of Sale Shares;

(d) The Company shall hold a meeting of its board of directors, at which meeting the board shall pass appropriate resolutions for the following:

(i) approve and record the transfer of the Sale Shares from the Sellers to the Purchasers.

(ii) authorise endorsement of the name of the Purchasers, on the original share certificates relating to Sale Shares;

(iii) authorise necessary entries in its statutory registers to record the sale and purchase of the Sale Shares from the Sellers to the Purchasers in the manner contemplated under this Agreement;

(iv) resignation of existing directors from the directorship of the Company. However it is clarified that Seller 1 and Seller 2 who are also existing Directors of the Company shall continue to be directors of the Company until such time as allowed by the Purchasers;

(v) Appointment of Purchaser 1, Purchaser 2 and Purchaser 3 nominated directors on the board of the Company;

(vi) make necessary filings with registrar of companies in connection with resignation of directors; and

(vii) authorizing necessary entries in the register of directors and key personnel to record the change in directorship of the Company.

(e) The Company shall make necessary entries in the register of members to reflect the Purchasers as the shareholder of the Company.

(f) the Sellers shall procure from the Company and/or the Sellers (as applicable), and deliver the duly updated documents including minutes, statutory books and other records pertaining to the Company and the Business, to the Purchasers.

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(g) the Sellers shall procure that the Company is released from all guarantees and indemnities given by the Company in respect of any liability or obligation of any of the Sellers and/or their Affiliates.

4.2 The Sellers shall bear, and be responsible for, the payment of stamp duties related to the sale and transfer of the Sale Shares.

5. REPRESENTATIONS AND WARRANTIES:

5.1 **Warranties:** The Sellers hereby represent and warrant to the Purchasers the following terms and acknowledges that the Purchasers at the time of entering into this Agreement, are relying on such representations and warranties:

5.1.1 All of the representations and warranties set out in this Clause 5 and **Schedule 3** of this Agreement **("Warranties")** are complete, true and accurate and not misleading as of the Effective Date and shall continue to be complete, true and accurate and not misleading as on the Closing;

5.1.2 They have the legal power, right and authority to enter into, and comply with their obligations under this Agreement and this Agreement constitutes valid and legally binding obligations of the Sellers enforceable in accordance with its terms;

5.1.3 The execution and delivery by the Sellers of this Agreement, the consummation of transactions contemplated hereunder and the performance by the Sellers of their obligations hereunder requires no Consent from any Person;

5.1.4 The execution, delivery and performance of this Agreement by the Sellers and the consummation of the sale and purchase of the Sale Shares in accordance with this Agreement does not constitute: (i) any breach, violation of or default of any Applicable Law by which they are governed; or (ii) violation of any court order, judgment, injunction, award, decree, writ or any other restriction of any kind against, or binding upon, the Sellers or upon the Sale Shares;

5.1.5 There is no order of any Governmental Authority or any claims, investigations or proceedings before any Governmental Authority pending against the Sellers, which prevent or would reasonably be expected to prevent, the Sellers from fulfilling their obligations set out in this Agreement;

5.1.6 The Sellers undertake to refrain from taking or omitting to take action (and to procure that no action is performed or omitted) that could cause any Warranty to be breached or rendered false, inaccurate or misleading in any respect. The Sellers undertake to notify the Purchasers in writing promptly if he becomes aware of any fact, matter or circumstance (whether existing on or before the Effective Date or arising afterwards) which would cause any of the Warranties, to become untrue or inaccurate or misleading in any respect;

5.1.7 All necessary filings with the Company and all Governmental Authorities in relation to the Sale Shares as required under Applicable Law have been validly, duly and correctly made and there are no pending claims or unresolved remarks in relation thereto from any Governmental Authority;

5.1.8 The Sale Shares are duly authorized, legally and validly issued and allotted and fully paid up;

5.1.9 The Sellers have not dealt with the Sale Shares in any manner inconsistent with Applicable Laws;

5.1.10 All Taxes and stamp duty amount payable under Applicable Law (from time to time) in relation to the Sale Shares have been duly and validly paid;

5.1.11 Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties (including the Warranties) and undertakings contained in this Agreement or in any schedule or document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive Closing.

5.1.12 The Sellers shall receive the Purchase Consideration into the designated Sellers' Account as per Clause 2.2.

5.1.13 All compliances and filings have been completed and all approvals and confirmations have been received as required under the Applicable Law, in respect of the allotment and transfers of the Sale Shares since the incorporation of the Company.

5.1.14 The certificates pertaining to the Sale Shares are the only certificates in existence that have been issued by the Company certifying the ownership of the Sale Shares in favour of the holder of such certificates and there are no other certificates / copies / duplicates of certificates in existence in relation to the Sale Shares.

5.2 Each of the representations and warranties made by the Sellers under Clause 5.1 is separate and independent and will not be limited by reference to any other representations and warranties made by Sellers.

5.3 **Company's and Purchasers' Warranties.** The Company and the Purchasers hereby represents and warrants to the Sellers that:

5.3.1 They have full power and authority to enter into and comply with their obligations under this Agreement and this Agreement constitutes valid and legally binding obligations of the Company and/or the Purchasers enforceable in accordance with its terms. The execution and delivery of this Agreement and the performance of the transactions contemplated hereby has been duly authorised by all necessary action of such Purchasers and/or the Company, as applicable; and

5.3.2 There is no order of any Governmental Authority or any claims, investigations or proceedings before any Governmental Authority pending against the Purchasers and/or the Company, which would reasonably be expected to prevent the

Purchasers and/or the Company from fulfilling its obligations set out in this Agreement.

6. FURTHER OBLIGATIONS:

Each Party agrees to perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents and assurances without further consideration, as may be required by Applicable Law or as any other Party may reasonably require, to implement and give effect to this Agreement and the transactions contemplated by it.

7. RELEASE OF CLAIMS

7.1 With effect from the Closing Date, in respect of any matters, events or circumstances prior to the Closing Date, the Sellers ("**Releasing Party**") hereby (i) release and absolutely forever discharge the Company and its officers, Affiliates and employees and the Purchasers (each, a "**Released Party**") from and against all Released Matters; and (ii) confirms that no dues or claims are or will be payable or obligations will be due from any Released Party to the Sellers.

7.2 For the purposes of this Clause, "**Released Matters**" shall mean any and all Losses, claims, liabilities, obligations, actions and causes of action of any nature whatsoever that such Releasing Party now has, or at any time previously had, or shall or may have in the future, all in respect of any matters, events or circumstances prior to the Closing Date, as the case maybe, in each case relating to the Company, as a shareholder or director of the company, or otherwise whether arising under agreements subsisting between such Parties as on the date hereof, under Applicable Law or otherwise, or by virtue of or in any matter related to any actions or inactions with respect to Company.

8. TERM AND TERMINATION

8.1 This Agreement shall come into force with immediate force and effect as of the Effective Date.

8.2 This Agreement shall continue to be in full force unless Purchasers mutually decide to terminate this Agreement

8.3 Upon termination, this Agreement shall forthwith become void and there shall be no liability on the part of any party.

8.4 Notwithstanding any other provision of this Agreement, the provisions of Clause 1 (Definitions and Interpretation), Clause 5 (Representations and Warranties), this Clause 8.4, Clause 9 (Confidentiality), Clause 10 (Notices), Clause 11 (Indemnification), Clause 12 (Governing law and Jurisdiction) and Clause 13 (Dispute Resolution) shall survive the termination of this Agreement.

9. CONFIDENTIALITY:

9.1 Each Party shall keep all Confidential Information, strictly confidential and shall keep all documents or information disclosed or otherwise made available by inspection, observation or otherwise concerning the other Party, whether disclosed in writing, orally, electronically or otherwise in connection with the transactions contemplated hereby or any other confidential information acquired prior to or during this Agreement ("**Confidential Information**"), strictly confidential and shall not, without the prior written consent of the disclosing Party, disclose to any third party, any of terms or of the existence of, this Agreement, or any of the Confidential Information.

9.2 Each Party shall however, be entitled to make disclosures, only in the following circumstances:

(a) if required to do so by any Applicable Law;

(b) to the extent to which it is required to be disclosed pursuant to judicial or arbitral action, government regulations, law or other similar requirements;

(c) to the extent that the Confidential Information is publicly available (other than as the result of a breach by the any Party of its confidentiality obligation under Clause 9.1);

(d) to its professional advisers including tax advisers and auditors but only to the extent necessary.

9.3 Notwithstanding any other provision of this Agreement, the rights and obligations of the Parties under this Clause 9 shall survive the termination of this Agreement.

10. NOTICES:

10.1 All notices to the Parties under this Agreement shall be in writing and are effective upon delivery to the relevant Party (whether by personal delivery, e-mail, registered pre-paid) at the address indicated below:

(a) In the case of notice to Seller 1:

Attention: Mr. Naga Govardhan Kumar Janapati
Address: 1-1-724/2, Gandhinagar, Opp Nidhi Apts, Gandhi Nagar, Hyderabad – 500 080
Email: anmulubany@gmail.com

(b) In the case of notice to Seller 2:

Attention: Mr. Adivi Leela Nagaraju
Address: Flat No- 203, Mountmeru Apartments, Banjara Hills, Road No- 5, Khairatabad, Hyderabad-500034, Telangana, India
Email: nrkbiotech9@gmail.com

(c) In the case of notice to Purchaser 1:

Attention: Mr. Soham Modi

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Address: 5-4-187/3&4, Soham Mansion, M G Road, Secunderabad, Hyderabad, TG – 500 033
Email: sohammodi@modiproperties.com

(d) In the case of notice to Purchaser 2:

Attention: Mr. Vishal Goel
Address: 6-3-569/1,4th Floor, Above BMW Show Room Opp .RTA Office, Khairatabad Hyderabad Hyderabad TG 500082 IN
Email: vishal.goel@cerestra.in

(e) In the case of notice to Purchaser 3:

Attention: Mr. Bhashyakarla Anand Kumar
Address: H.no. 37-18/869, Plot no.869, Defence Colony Sainikpuri, Secunderabad – 500094
Email: anandhomeline@gmail.com

(f) In the case of notice to Purchaser 4:

Attention: Mr. N. Reddy Kiran Kumar
Address: H.No.5-11-233,Plot.No.275, Venkateshwara Nagar, Meerpet Moula-Ali, Hyderabad - 500040
Email: nareddykiran06@gmail.com

(g) In the case of notice to Purchaser 5:

Attention: Mr. K. Vijaya Bhasker Reddy
Address: Plot no.52, Jalavayu Vihar Colony, Opp KPHB Colony Kukatpally, Hyderabad – 500085
Email: kvijayabhaskarreddy@gmail.com

(h) In the case of notice to Purchaser 6:

Attention: Mr. Kalluri Venkata Narasimha Murthy
Address: Plot no.48, Sridhamam, Sri Chakra Enclave Sainikpuri Secunderabad – 500094
Email: narasimhavk@hotmail.com

(i) In case of notice to the Purchaser 7:

Attention: Mr. Kalluri Venkata Nagabhushanam
Address: H.no.6-3-286/2, 3RD Cross Hastinapuri Colony Sainikpuri Colony, Sainikpuri, Secunderabad – 500094
Email: vbhushanam@yahoo.com

(j) In case of notice to the Purchaser 8:

Attention: Mrs. Naredla Krishnaveni

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Address: Volla no.8Ambrosia Grandeur Ayodhya X Road Kandlakoya Medchal Malkajgiri Dist 501401
Email: naredlakrishnaveni5@gmail.com

(k) In case of notice to the Company:

Attention: Mr. Adivi Leela Nagaraju
Address: Flat No- 203, Mountmeru Apartments, Banjara Hills, Road No- 5, Khairatabad, Hyderabad-500034, Telangana, India
Email: nrkbiotech@gmail.com

10.2 A Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 10 (ten) Business Days prior written notice.

11. INDEMNIFICATION:

11.1 The Sellers ("**Indemnifying Party**") agree to jointly and severally indemnify, defend and hold harmless, the Purchasers, the Company and each of their respective directors, officers, advisors, employees, Affiliates, representatives and shareholders (as the case may be) (each, an "**Indemnified Party/ies**") to the fullest extent permitted by Applicable Laws, from and against any and all Losses, including any damages originating from a third party alleged or asserted Claim against any Indemnified Party ("**Third Party Claim**") and/ or other direct Losses, arising out of, suffered, incurred or paid, directly or indirectly, by the Indemnified Parties, as a result of, in connection with or arising out of:

(a) any misrepresentation, inaccuracy or any breach by any of the Sellers of any of the terms or Warranties under this Agreement.

(b) any breach, non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Agreement by any or all the Sellers or the Company.

(c) any defect in title and marketability of the Sale Shares.

(d) any Third Party Claims.

(e) any action, proceeding, litigation or suit against the Company which relates to the period prior to the Effective Date; and

(f) any Taxes/liability imposed on or asserted against the properties, income or operations of the Company or arising out of the Business, which relates to the period prior to the Effective Date.

All claims by an Indemnified Party under this Clause 11.1 shall be referred to collectively as "**Claims**" and individually, as a "**Claim**".

11.2 The Parties agree that the rights of the Indemnified Party claiming indemnification pursuant to this Clause shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to such Indemnified Party at equity or any other agreement or under Applicable Law including, seeking specific performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

11.3 **Process for Third Party Claims**

i. If a Claim for indemnity relates to or arises out of or is suffered on account of any action, suit, arbitration or other proceeding involving a third party including a Governmental Authority ("**Third Party Claim**") against any Indemnified Party, the Indemnified Parties shall notify the Indemnifying Party of such Third Party Claim within a period of 15 (fifteen) days or within such period which is equivalent to half the number of days mentioned in any notice of such Third Party Claim (whichever is lesser), from the date of receipt of a written notice with respect to such Third Party Claim; *provided* that the failure, or delay on part, of such Indemnified Party to provide such notice shall not relieve the Indemnifying Parties of its/their obligations hereunder.

ii. If the Indemnifying Party is/are obliged to make any indemnity payment to any Indemnified Parties pursuant to Clause 11.1 above, and if such payment or any part of it is subject to any withholding Tax or Tax in the hands of the Indemnified Party, the Indemnifying Party shall pay such additional amounts to the Indemnified Party so as to ensure that the Indemnified Party receive(s) the amount that it would have been entitled to receive prior to such taxes after payment of such taxes.

12. GOVERNING LAW AND JURISDICTION:

This Agreement is made under and shall be governed by and construed for all purposes in accordance with the laws of India and subject to the provisions of Clause 13 below, courts at Hyderabad, Telangana shall have exclusive jurisdiction.

13. DISPUTE RESOLUTION:

13.1 In the event of any dispute, controversy, or disagreement arises of any kind between or among the Parties arising out of or in connection with this Agreement ("**Dispute**"), the Parties will discuss in good faith to resolve the Dispute.

13.2 In case the Dispute is not resolved within 30 (thirty) days after one Party receives the notice of Dispute, in writing, from another Party, the Dispute shall be referred to arbitration before a sole arbitrator to be jointly nominated by the Parties. In the event the Parties are unable to agree on the nomination of a sole arbitrator within 10 (ten) Business Days following the filing of the notice of arbitration, the tribunal will consist of 3 (three) arbitrators. Each Party to the Dispute (that is the claimant Party(ies) instituting the arbitration proceeding, and the respondent Party(ies) will nominate 1 (One) arbitrator, and the 2 (two) arbitrators so nominated by the Parties will jointly nominate the third arbitrator, who shall be the presiding arbitrator.

13.3 The seat and venue of the arbitration proceedings shall be at Hyderabad, Telangana India. The arbitration proceedings will be conducted in English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

13.4 The award of the arbitrator(s) will be reasoned in writing and will be final and conclusive and binding upon the Parties and non-appealable to the extent permitted by Applicable Law. The Parties further agree that the arbitrator(s) shall decide on the costs and reasonable expenses (including reasonable fees of the counsels involved) incurred in the arbitration and award interest up to the date of the payment of the award.

13.5 During the arbitration proceedings the responsibilities and obligations of the Parties set out in this Agreement will subsist and the Parties will perform their respective obligations continuously except for that part which is the concerned matter of Dispute in the arbitration.

13.6 The arbitrator's award shall be substantiated in writing and the Parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in any competent court of law.

13.7 The Court's at Hyderabad, Telangana shall have the exclusive jurisdiction in relation to nay interim relief sought by any Party or for enforcement of any award granted by the Arbitration panel.

14. AMENDMENT:

No modification or amendment of this Agreement shall be valid or binding unless made in writing and duly executed by all the Parties.

15. SEVERABILITY:

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent for any reason including by reason of any Applicable Law, 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 and enforceable to the fullest extent permitted by Applicable Law. Any invalid, illegal or unenforceable provision of this Agreement shall be replaced with a provision, which is valid, legal and enforceable and most nearly reflects the original intent of the invalid, illegal and unenforceable provision.

16. WAIVERS:

Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. No failure or delay on the part

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of any Party to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party under Applicable Law or in equity.

17. EXCLUSION OF ASSIGNMENT:

None of the Parties shall be entitled to transfer or assign their rights and obligations under this Agreement to any Person.

18. ENTIRE AGREEMENT:

This Agreement including any documents or certificates referenced herein and therein and the schedules, annexures and exhibits hereto and thereto, which are hereby expressly incorporated herein by this reference constitute the entire understanding and agreement between the Parties with regard to the subject matter hereof to the exclusion of all other prior agreements, arrangements, term sheets or understandings and assurances, relating to such subject matter either written or oral, executed between the Sellers, the Company and the Purchasers.

It is hereby agreed that pursuant to mutual discussions between the Parties, the Parties have agreed to terminate the Share Purchase Agreement and Preference Share Purchase Agreement entered into between the Company, Sellers and M/s. Modi Reality Muraharipally LLP and the same shall stand terminated and nullified in entirety without survival of any clause therein from the Effective Date mentioned hereinabove.

19. AGREEMENT IN COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

20. COSTS:

Except as expressly provided herein, each Party shall bear its own costs pertaining to the transactions mentioned in this Agreement.

21. NO PARTNERSHIP OR AGENCY:

Nothing in this Agreement shall, or shall be deemed to, constitute a partnership between any of the Parties nor to constitute a Party as the agent of any of the other Parties for any purpose.

22. SURVIVAL

Clause **Error! Reference source not found.** (*Definitions and Interpretation*), Clause **Error! Reference source not found.** (*Warranties*), Schedule 3 (*Warranties*), Clause 11 (*Indemnification*), Clause 13 (*Dispute Resolution*), Clause 10 (*Notices*), and Clauses 14 to 23 and any other provision of this Agreement reasonably expected to survive termination shall survive the expiry or termination of this Agreement

23. SPECIFIC PERFORMANCE

Notwithstanding anything contained in this Agreement, in the event that a Party commits a default of the terms of this Agreement then, the non-defaulting Parties shall be entitled to such remedies, including remedies by way of Damages and/or specific performance, as may be permitted under applicable Laws, in addition to their rights and remedies under this Agreement.

[SPACE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE(S) AND SCHEDULE PAGES FOLLOWS]

MODI PROPERTIES PVT. LTD. SEC'BAD

JVRX Asset Management Private Limited

Govardhan Kumar J.N

N. Krishnaveni

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREINABOVE WRITTEN

FOR AND ON BEHALF OF THE COMPANY: Name: : Mr. Adivi Leela Nagaraju Designation: Authorised Signatory <u>In the presence of</u> Name: Signature:	**FOR AND ON BEHALF OF PURCHASER 1:** MODI PROPERTIES PVT. LTD. SEC'BAD Name: Mr. Soham Modi Designation: Authorised Signatory <u>In the presence of:</u> Name: Signature:
FOR AND ON BEHALF OF PURCHASER 2: JVRX Asset Management Private Limited Name: Mr. Vishal Goel Designation: Authorised Signatory <u>In the presence of:</u> Name: Signature:	**BY PURCHASER 3:** Name: Mr. Bhashyakarla Anand Kumar <u>In the presence of:</u> Name: Signature:
BY PURCHASER 4: Name: Mr. N. Reddy Kiran Kumar <u>In the presence of:</u> Name: Signature:	**BY PURCHASER 5:** K. V B Reddy Name: Mr. K. Vijaya Bhasker Reddy <u>In the presence of:</u> Name: Signature:

BY PURCHASER 6: Name: Mr. Kalluri Venkata Narasimha Murthy <u>In the presence of:</u> Name: Signature:	**BY PURCHASER 7:** Name: Mr.Kalluri Venkata Nagabhushanam <u>In the presence of:</u> Name: Signature:
BY PURCHASER 8: Name: Mrs. Naredla Krishnaveni <u>In the presence of:</u> Name: Signature:	**BY SELLER 1:** Name: Mr. Naga Govardhan Kumar Janapati <u>In the presence of:</u> Name: Signature:
BY SELLER 2: Name: Mr. Adivi Leela Nagaraju <u>In the presence of:</u> Name: Signature:	

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JVRK Asset Management Private Limited

SCHEDULE 1
PART A

SHAREHOLDING PATTERN OF THE COMPANY AS ON EXECUTION DATE

S.no	Name of the shareholder	No. of equity shares	Shareholding %	No. of Preference shares	Shareholding %
1	MR. NAGA GOVARDHAN KUMAR JANAPATI	1,25,000	50%	1,25,000	13%
2	MR. ADIVI LEELA NAGARAJU	1,25,000	50%	15,53,800	87%
	Total	2,50,000	100%	16,78,800	100.00%

SCHEDULE 1
PART B

SHAREHOLDING PATTERN OF THE COMPANY AS ON DATE OF THE CLOSING DATE

	Name of the equity shareholder	No. of equity shares	No. of preference shares	Shareholding %
1.	Modi Properties Private Limited	46,875.00	3,14,775.00	18.75
2.	JVRX Asset Management Private Limited	15,625.00	1,04,925.00	6.25
3.	Mr. B Anand Kumar	31,250.00	2,09,850.00	12.50
4.	Mr. K Venkata Nagabhushanam	31,250.00	2,09,850.00	12.50
5.	Mr. N Krishnaveni	31,250.00	2,09,850.00	12.50
6.	Mr. N Reddy Kiran Kumar	31,250.00	2,09,850.00	12.50
7.	Mr. Venkata Narsimha Murthy	31,250.00	2,09,850.00	12.50
8.	Mr. Vijay Bhaskar Reddy	31,250.00	2,09,850.00	12.50
	Total	2,50,000	16,78,800	100.00%

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JVRX Asset Management Private Limited

N. Krishnaveni

SCHEDULE 2
CONDITIONS PRECEDENT

1. The directors on the board of the Company as on the Effective Date shall continue to be in office until further notice and such resignation shall be effective subject to the terms and conditions mentioned in this Agreement.

2. The Company shall have obtained all Consents and approvals (including corporate, governmental, management, third party and regulatory approvals and consents) which are necessary for the transactions contemplated herein.

3. The Sellers shall have obtained all the requisite Consents and approvals (including corporate, governmental, management, third party and regulatory approvals and consents) which are necessary for the transactions contemplated herein.

4. Obtaining of valuation certificate as required under Applicable Laws.

5. Inspection by Purchasers and its representatives of all corporate, financial and taxation records of the Company and the Purchasers being satisfied that the there are no additional or contingent liabilities on the Company or the Sale Shares other than as disclosed to the Purchasers under the due diligence process.

6. The Sellers having provided to the Purchasers, a certified copy of the latest shareholding pattern as on the Effective Date, certified by all the directors and the statutory auditor of the Company, evidencing the Sellers as the registered owners of the Sale Shares.

SCHEDULE 3
WARRANTIES

The Sellers hereby represent, warrant and undertake to the Purchasers that:

1. **Title**

(a) The Sellers are the sole, legal and beneficial owners of the Sale Shares and have clear and marketable title in and to the same. The Sellers are legally entitled to sell and transfer to the Purchasers the Sale Shares in accordance with the terms of this Agreement.

(b) The Sale Shares have been duly authorised and validly issued in compliance with the requirements of the Act and all other provisions of Applicable Law and are fully paid-up.

(c) There is neither any Encumbrance on, over or affecting any of the Sale Shares, nor any commitment to give or create any of the foregoing, and no Person has claimed to be entitled to any of the foregoing.

(d) There are no voting trusts or agreements, options, pledge agreements, buy-sell agreements, pre-emptive rights, rights of first refusal, rights of first offer, proxies, agreements or understandings (exercisable now or in the future and contingent or otherwise) that affect the Sale Shares, or under which the Sellers have any obligation (contingent or otherwise) to sell or otherwise dispose of any of the Sale Shares or any interest therein or create or require to be created any Encumbrances over any of the Sale Shares.

(e) Except for the rights of the Purchasers under this Agreement, no Person is entitled or has claimed to be entitled to the Sale Shares, or to require the Sellers to transfer the Sale Shares, either now or at any future date and whether contingently or not.

(f) The Sale Shares have been issued in compliance with the provisions of the Act and other Applicable Law, and the memorandum and the articles of association of the Company.

(g) Upon completing the purchase of the Sale Shares from the Sellers in terms of this Agreement, the Purchasers shall have a valid and marketable title to and shall be the sole legal and beneficial owner of the Sale Shares, free from any Encumbrance, claim, demand or third-party rights and interests of any description whatsoever.

(h) The Sellers have not done or suffered any act, matter, deed or thing whereby the Sellers are or may be prevented from transferring, conveying, selling and/or assigning the Sale Shares in the Company.

(i) All necessary filings with the Company and all Governmental Authorities in relation to the Sale Shares as required under Applicable Law have been validly, duly and correctly made and there are no pending claims or unresolved remarks in relation thereto from any Governmental Authority;

(j) All Taxes and stamp duty amounts payable under Applicable Law (from time to time) in relation to Seller's Sale Shares have been duly and validly paid.

(k) The Sellers have not, nor has anyone on their behalf done, committed or omitted any act, deed, matter or thing whereby the Sale Shares can be forfeited, extinguished or rendered void or voidable.

(l) There are no Actions before any Governmental Authority in progress or pending against or relating to Sellers which could reasonably be expected to:

(i) enjoin, restrict or prohibit the sale of the Sale Shares as contemplated by this Agreement; or

(ii) prevent the Sellers from fulfilling their obligations set out in this Agreement or arising from this Agreement.

2. <u>Action</u>

The Sellers are not engaged (whether as claimant, defendant, plaintiff or otherwise) in any action affecting the Sale Shares or the transaction contemplated under this Agreement and there is no action passed, in progress, pending, outstanding or threatened, by or against the Sellers or their assets or properties.

3. <u>Compliance with Laws</u>

(a) The Company has at all times carried on its Business in accordance with Applicable Law. Neither the Company nor has any of its employees (during the course of their duties), done or omitted to do anything which is a contravention of any Applicable Laws which has resulted or may result in any fine, penalty or other liability or sanction on the part of the Company and no complaints, notices, claims or demands have been received in respect of such matters.

(b) All Governmental approvals and Consents required for the conduct of the Business as presently conducted, have been obtained, are valid and subsisting (and will continue to remain valid following the consummation of transactions). The Company is not in breach of or in default under such Governmental approvals and Consents and there are no events or circumstance under which any of its Government approvals or Consents are likely to be revoked, terminated or cancelled or (where applicable) not renewed in the ordinary course.

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(c) There are no past or present events, conditions, circumstances, activities, practices, incidents, agreements, actions or plans that could (or reasonably be expected to) prevent compliance by the Company with, or which have given rise to, or could reasonably be expected to give rise to, liability to the Company under Applicable Laws.

4 **Anti-Bribery, Anti Money Laundering; Certain Business Practices**

In relation to the business of the Company, the employees, directors, officers, agents, third party consultants and other advisors and representatives acting on behalf of the Company have not at any time (i) made an offer, payment, promise to pay, or authorized the payment of any money, including kick-backs, or an offer, gift, promise to give or authorized the giving of anything of value to any Government Authority or any other Person for the purpose of wrongfully influencing the recipient or for securing or obtaining any improper advantage; (ii) caused any part of any monies or consideration paid hereunder to accrue for the benefit of any Government Authority or any other Person; or (iii) taken any other action, or permitted or authorized any other action to be taken, including any other action in connection with the conduct of their business and the transactions contemplated under this Agreement, which would cause the Company to be in violation of any applicable anti-corruption laws.

5 **Taxation**

(a) The Company has duly and timely filed all tax returns and given or delivered all notices, accounts and information which ought to have been filed, given or delivered for the purposes of Taxes and all such tax returns, notices, accounts and information are complete and correct and made on a proper basis and none of such returns, notices, accounts or information is disputed by the Governmental Authorities.

(b) The Company has duly and timely withheld all Taxes required to be withheld in connection with the Business and such withheld Taxes have been either duly and timely paid to the proper Governmental Authorities or properly set aside in accounts for such purpose.

(c) The Company has not at any time entered into or been party to any transactions, schemes or arrangements which either were entered with a view to avoiding, reducing, postponing or extinguishing any actual or potential liability to Tax or contain steps inserted without any commercial or business purpose or could be reclassified for the purposes of tax under any legislation, enactment or other law or otherwise by Governmental Authorities resulting in a Tax liability.

6 **Financial Matters**

(a) The accounts of the Company: (i) are complete and accurate, (ii) were derived from and prepared in accordance with the underlying books, records and accounts of the Company, (iii) were prepared in accordance with Indian GAAP consistently applied throughout the periods covered thereby, and (iv) fairly and accurately present the assets, liabilities (including all reserves) and financial position of the Company as of the dates thereof and the results of operations, changes in share capital and changes in cash flows for the periods then ended.

(b) The accounts of the Company make complete provisions for all actual liabilities including Taxes, all contingent liabilities and provisions reasonably regarded as adequate for all bad and doubtful debts in accordance with past practice of the Company, and also as required under Applicable Law. There are no contingent liabilities, other than those disclosed in the Accounts including disputes with clients, employees and Tax authorities.

(c) All financial records (required to be maintained under Applicable Law) of the Company have been properly maintained and constitute a true and fair record of all matters which ought to appear in them as stipulated under Applicable Law and where required by Applicable Law have been duly filed with the relevant Governmental Authorities concerned. The Company has complied with all applicable statutory accounting requirements including the requirements with respect to accounting for Taxes in accordance with Applicable Law.

(d) The Company does not have any existing obligations or liabilities of any nature (whether accrued, absolute, contingent, or otherwise) forming or which may be construed to form part of business other than those set out or adequately provided for in the accounts.

7 **Litigation and Claims**

(a) The Sellers are not involved in or subject to any claim, dispute, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration of any description whatsoever nor is any action threatened against its assets which have an impact on the transaction contemplated under this Agreement.

(b) The Sellers are not subject to any injunction, judgment or order of any court, arbitrator or Governmental Authority or are in default under any order, licence, regulation, demand of any Governmental Authority.

8 **Contractual Matters**

(a) Each Contract executed by the Company has been duly stamped, executed and registered (where required), is valid and in full force and effect, constitutes valid and legally binding obligations of the parties to such Contract and enforceable in accordance with the terms thereof. The Company is in compliance with its obligations under each Contract.

(b) There are no existing defaults or breaches (or circumstances, occurrences, events or acts that, with the giving of notice or lapse of time or both, would become defaults or breaches) of the Company under any Contract. There are no circumstances, occurrences, events or acts that, with the giving of notice or lapse of time or both, would permit the Company or any counterparty thereto, to terminate any Contract or alter or amend any material terms of any Contract or would permit or result in any increased liability or penalty for the Company. The Company has not terminated or received any notice of any breach, event of default (by whatever name called) for termination of any Contract.

9 **Assets**

(a) Other than those set out in Schedule 5 ("Demised Property"), the Company does not own any immovable property and has no liability with respect to any immovable property. The Company is the absolute owner and is in possession of the Demised Property. There are no restrictions, obligation or liability which prevents the Company from holding clear title and unfettered ownership over the Demised Property. That the building constructed on the Demised Property, has been constructed in accordance and in compliance with the Applicable Laws, regulations and bye-laws and in accordance with the plan sanctioned by competent Governmental Authorities and that no notice, show of cause or otherwise, has been issued to it till date by any municipal, statutory or other authorities alleging violation of any Applicable Laws, regulations or building bye-laws. That the Demised Property has not been mortgaged to any other person and no Third Party has any right, title or interest of whatsoever nature in the building or the Demised Property. The Company has not entered into any arrangement and/or agreement for the sale, lease, license, etc., in respect of the Demised Property or any part thereof and the same is free from all Encumbrances, minor claims, litigation, attachments, acquisition or court proceedings or charges of any kind whatsoever.

(b) All leases and agreements relating to any property owned, leased etc. are adequately stamped, registered, valid, binding and enforceable in accordance with their terms and Company is not in default, violation or breach in any respect under any of such agreements. All rent due and owed by the Company for any of the leased properties has been paid in full. The Company has not received any written notice to the effect that any of the leased properties will not be renewed at the termination of the term thereof or that they will be renewed only at a substantially higher rent.

(c) All taxes, liabilities, outgoings and other statutory impositions, in respect of its properties have been paid in full up to date, as demanded. The Company has not received any notice for the acquisition, requisition or otherwise of immovable property owned by them or any part thereof. The Company has all valid and subsisting permissions/ consents from the concerned local authorities for utilizing the properties or portions thereof for commercial/ office purpose.

(d) All fixed assets owned by the Company are accurately reflected in its register of assets, the financial statements, and the depreciation applied to the assets is appropriate, and the fixed assets and inventory appearing therein are physically available with the Company.

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(e) The assets owned by the Company (including immovable properties) are free and clear of all liens, charges and encumbrances. The assets of the Company have been duly maintained in the ordinary course, subject to normal wear and tear, and are in good and usable condition. The Company has not entered into any agreement to sell, transfer, lease, encumber, or otherwise dispose of or impair its right, title and interest in and to its movable and immovable property except as otherwise disclosed.

10 **Intellectual Property Rights**

(a) The Company owns or has the valid right to use all intellectual property that is required or material for the operation of its business as currently conducted or proposed to be conducted. It is the exclusive owner of the entire and has unencumbered right, title and interest in and to the intellectual property owned by it and has a valid license to use any licensed intellectual property (if applicable) in connection with its Business, in each case free and clear of all encumbrances. No royalties or other consideration are required to be paid to any Person in connection with the Company's use and enjoyment of any intellectual property;

(b) The operation of the business or use of any intellectual property by the Company does not and has not violated or infringed the intellectual property rights of any Person. No claim has been made by any Person alleging infringement by the Company of any Intellectual Property. No third party is infringing the intellectual property of the Company. The Company has not granted, nor is obliged to grant, any license, sub-license, ownership or other interest or assignment, in whole or in part, in respect of any intellectual property owned by it. There are no restrictions on the right of any the Company to license or sub-license any intellectual property owned by it.

11 **Employment and Labour Matters**

(a) The Company is in compliance with all Applicable Laws and employment contracts relating to employment, including employment practices, emoluments, terms and conditions of employment, working conditions, requisite Governmental approvals (including registrations), payment of salaries, wages, severance and statutory liabilities.

(b) The Company has discharged or adequately provided for in all respects its obligations to pay all salaries, wages, commissions, gratuity payments, provident fund payments, bonuses, overtime pay, holiday pay, sick pay, leave encashment and other benefits of or connected with employment up to the date of this Agreement

12 **Licenses and Consents**

(a) All licenses, registrations, consents, permits and authorizations as are required by the Company to carry on its Business as now conducted and as proposed to be conducted under this Agreement, are in full force and effect and shall remain in full force and effect immediately after the consummation of the transaction contemplated under the Agreement.

(b) The Company has and has at all times complied with the terms and conditions of, all licences (including statutory licences), authorisations and consents necessary to own and operate its assets and to carry on its Business, as it does at present, and no

Govardhan Reddy J.V.

Nagaraja

Nagaraja

K.V.B Reddy

circumstances exist which may result in the termination, revocation, suspension or modification of any of those licences, authorisations or consents or that may prejudice the renewal of any of them.

13 **Borrowings**

The Company has not granted, issued or redeemed any mortgage, charge, debenture or other security or given any guarantee or indemnity in favour of any Person other than as disclosed herein or as disclosed to the Purchase prior to the Effective Date.

14 **Insolvency**

Neither the Sellers nor any of their assets or properties (including any of the Sale Shares), is involved in or subject to any insolvency proceedings, and there are no circumstances which require or would enable any insolvency proceedings to be commenced or initiated against the Sellers or any of their assets or properties (including the Sale Shares).

15 **Movable assets**

The Company has good, valid and marketable title to all movable assets of the Company which currently is and will continue to be owned by it. All of the movable assets of the Company have been disclosed in the Accounts are free and clear of any Encumbrances. The Company owns all the movable assets including equipment which are required for the purposes of its business. Since the Accounts Date, the Company has not made any acquisitions or dispositions of any of its movable assets as disclosed in the audited Accounts of the Company as on the Accounts Date.

All of the movable assets of the Company are in good operating condition and repair, subject to ordinary wear and tear.

No movable assets are the subject of any factoring arrangement, conditional sale or credit agreement or subject to a charge by the Taxation authorities.

16 **Anti-competitive arrangements**

The Company has not entered into any anti-competitive agreements nor is it carrying on any activity which causes or is likely to cause an appreciable adverse effect on competition within India as each of those expressions are understood under the Competition Act, 2002 as amended from time to time, and no Action has been taken or is in progress, pending, outstanding or threatened against the Company under the Monopolies and Restrictive Trade Practices Act, 1969, the Competition Act, 2002, rules or regulations thereunder or any other anti-trust or similar legislation under any Applicable Law in any jurisdiction in which it carries on Business or has assets.

17 **Related Parties**

(i) All agreements and arrangements with Related Parties were duly authorised by all corporate action on the part of the parties thereto, were entered into on arm's length

Govardhan Kumar J.N.

basis and under terms and conditions that are similar to comparable agreements entered into with Third Parties (if any) and were otherwise made in compliance with all Applicable Law and have been correctly categorized and fully disclosed in compliance with Applicable Laws in the Company's books and records.

(ii) The Company's Business does not require upon the use of any asset (tangible or intangible) owned by, or facilities or services provided by any Related Party.

(iii) None of the Related Parties, is either directly or indirectly concerned or interested:

(a) in any business that is competitive or likely to be competitive with any part of the Business of the Company;

(b) in any contract to which the Company is a party and/or by which any of its assets is bound or affected or any other contract for the provision of finance, goods, services or other facilities to or by the Company, or in any way relating to the Company or its Business.

(iv) There is no Indebtedness, whether by way of borrowings, outstanding liabilities (whether contingent or otherwise), trade debts or howsoever otherwise owed or payable by the Company to any Related Party, or by any of the Related Parties to the Company.

(v) None of the Related Parties have given or agreed to give any guarantee or indemnity in respect of any Indebtedness, performance or other obligations of any Third Party or any other commitment by or for which the Company is or is contingently responsible.

(vi) There are no claims or Actions pending, outstanding or threatened, of any nature whatsoever from any Related Party against the Company in respect of unfulfilled obligations, or liabilities for past actions under any contract entered into between the Company and any of the Related Parties.

(vii) There exist no liabilities, including penalties that may be imposed by appropriate authorities against any Related Party in respect of which the Company would be held liable.

18 Directors, Employees And Benefits

18.1 <u>Directors:</u>

(i) Directors may be removed from office without the payment of any indemnity or other compensation whatsoever by the Company save for any compensation or reimbursement accruing to any whole-time director in accordance with his contract of employment.

(ii) All the Directors have been legally and validly appointed and all requisite filings in this regard have been made with the relevant Registrar of Companies.

(iii) Except for the right of the Purchasers to appoint Directors in accordance with this Agreement and the Act, no other Person has any right to appoint or nominate any

Director.

(iv) The Directors have no interests in any other companies, firms, organizations or non-natural Persons.

18.2 Employees

(i) The Company is not, and has not been, in violation of all Applicable Laws relating to employment and employment practices, including any such Applicable Laws regarding, work conditions, hours of work, payment of wages or other dues, provided fund, gratuity, bonus, employees state insurance, minimum wage, overtime payments, employment discrimination, workers' compensation, employee social security contributions, employee income tax withholding and family and medical leave including under the Payment of Gratuity Act, 1972, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948 or under any analogous provisions of law in the jurisdiction in which such employment subsists (to the extent applicable).

(ii) No employee of the Company is entitled to a commission or remuneration of any sort calculated by reference to the whole or part of the turnover or profits of the Company.

(iii) No claim in relation to employees or former employees of the Company or contract labourers hired by the Company has been made against the Company, or against any Person whom the Company is liable to indemnify.

(iv) The Company has not been or is engaged in any unfair labour practice.

(v) No employee of the Company has been involved in any criminal Action relating to the business or activities of the Company.

(vi) No Actions or grievances with any of its employees are pending or threatened.

18.3 Contract Labour

(i) The Company has no personnel and workers hired or utilized by it from independent contractors as contract labourers.

(ii) There are no outstanding liabilities or claims made on the Company under the Contract Labour (Regulation and Abolition) Act, 1970 or the rules made thereunder.

18.4 Pensions

From and after the Closing Date, the Sellers undertake that there are no dues outstanding to the statutory authorities under PF, ESI and other acts related to mandatory benefit to the employees of the Company. Further, Sellers shall be severally liable for any dispute / claims that may arise with respective statutory authorities, in future, immediately after the date of this agreement. Company will not be required to pay nor will it be under any liability (actual or contingent) to pay or

Govardhan Rao J.N.

Nagaraj

secure, any pension, provident or other benefit on retirement, death, illness or disability of any of its employees or on the attainment of a specified age by any of its employees or on the completion of a specified number of years of service by any of its employees or on termination of employment of any of its employees.

18.5 Loans

The Company has not granted any loan and/or advance, or provided any guarantee or financial assistance to any of its employees (past or present), which is outstanding.

18.6 Trade Unions

The Company does not have or recognize any trade union or other body representing any of its employees and nor is it a party to any collective bargaining agreement or union contract.

19 INFORMATION AND DISCLOSURES

19.1 All information relating to the business of the Company which is known or would on enquiry be known to any of the Sellers and the Company and which may be material to an acquirer of the Sale Shares has been fully disclosed to the Purchasers.

19.2 There is no fact which has not been disclosed in this Agreement which has had, or could reasonably be expected to have, a material adverse change.

19.3 All information supplied by any of the Sellers or the Company, their agents and/or advisers to the Purchasers and/or its advisers is true, accurate and complete in all respects and not misleading.

19.4 The information set out in the recitals to this Agreement and its Schedules is true, accurate and complete in all respects and not misleading.

MODI PROPERTIES PVT. LTD. SEC'BAD

JVRX Asset Management Private Limited

SCHEDULE 4

CALCULATION TO DETERMINE PURCHASE CONSIDERATION

Asset Value	**6,77,83,973**
Less: Liability to Vardhman Bank	(2,94,17,219)
Less: Liabilities to MN Park	(43,24,014)
Less: Other Liabilities	(1,90,42,740)
Total Purchase Consideration for Equity Shares and Preference Shares	**1,50,00,000**
Total Purchase Consideration for Equity Shares	**25,00,000**
Total Purchase Consideration for Preference Shares	**1,25,00,000**

MODI PROPERTIES PVT. LTD. SEC'BAD

JVRX Asset Management Private Limited

SCHEDULE 5

DETAILS OF IMMOVABLE PROPERTIES OF THE COMPANY (DEMISED PROPERTY)

Plot No. 11, admeasuring 11471 square yards in Shapoorji Pallonji Biotech Park, Phase-I, being part of Survey Nos. 230 to 243 situated at Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri District (erstwhile Ranga Reddy District), Telangana State.

MODI PROPERTIES PVT. LTD. SEC'BAD

Govardhan Reddy J.N.

JVRX Asset Management Private Limited

N. Krishnaveni