Phone No
Sold To/Issued To
Rajesh
For whom/ID Pr
SDNMKJ R P Ltd

भारत INDIA
INDIA NON JUDICIAL
भारतीय गैर न्यायिक

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₹ 0000500/-
ZERO ZERO ZERO ZERO FIVE ZERO ZERO
Agreement

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("**Agreement**") is executed at Hyderabad on this 22nd day of December 2021 ("**Execution Date**") by and between:

(1) **Mr. RAJESH J KADAKIA** , S/o Mr. JAYANTILAL KADAKIA, aged about 66 years , having place of residence at 5-2-223 Gokul Distillery Road Secunderabad Tg 500003 IN (Hereinafter referred to as "Seller - 1" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include his heirs, executors and administrators) of the **FIRST PART** ;

AND

(2) **Mr. SHARAD J KADAKIA** , S/o Mr. JAYANTILAL KADAKIA, aged about 62 years , having place of residence at 5-2-223 Gokul Distillery Road Secunderabad Tg 500003 IN (Hereinafter referred to as "Seller - 2" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include his heirs, executors and administrators) of the **SECOND PART** ;

AND

(3) **SDNMKJ REALTY PRIVATE LIMTED** a company incorporated under the Companies act 2013, having CIN : U70101TG2010PTC067667 and having its registered office at 5-2-223 Gokul Distillery Road Secunderabad TG 500003 IN, represented herein by Mr. Soham Modi pursuant to the authority granted vide Board Resolution dated 21st day of December, 2021(hereinafter referred to as the "Purchaser ", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors, and permitted assigns) of the **THIRD PART**;

AND

(4) **JMKGEC REALTORS PRIVATE LIMTED** a company incorporated under the Companies act 2013, having CIN : U70100TG2010PTC067673 and having its registered office at 5-2-223 Gokul Distillery Road Secunderabad TG 500003 IN, represented herein by Mr. Soham Modi pursuant to the authority granted vide Board Resolution dated 21st day of December, 2021(hereinafter referred to as the "Purchaser - 2 ", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors, and permitted assigns) of the **FOURTH PART**;

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(5) **GV DISCOVERY CENTERS PRIVATE LIMITED** a company incorporated under the Companies act 2013, having CIN : U73100TG2018PTC127421 and having its registered office at 5-4-187/3&4,Soham Mansion.2nd Floor, M.G.Road,Secunderabad, Hyderabad TG 500003 IN, represented herein by Mr. Soham Modi pursuant to the authority granted vide Board Resolution dated 21st day of December, 2021(hereinafter referred to as the "Company 1 ", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors, and permitted assigns) of the **FIFTH PART**;

AND

(6) **GV RESEARCH CENTERS PRIVATE LIMTED** a company incorporated under the Companies act 2013, having CIN : U73200TG2018PTC126666 and having its registered office at 5-2-223 Gokul Distillery Road Secunderabad TG 500003 IN, represented herein by Mr. Soham Modi pursuant to the authority granted vide Board Resolution dated 21st day of December, 2021(hereinafter referred to as the "Company 2", which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors, and permitted assigns) of the **LAST PART**;

The Purchaser 1, Purchaser 2 , Seller 1, Seller - 2, Company 1 and Company 2 shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

1. TRANSFER OF SALE SHARES IN COMPANY – 1

1.1. The Purchaser agrees to purchase from the Seller and the Seller agree to transfer, convey, sell and deliver to the Purchaser, the Sale Shares (free of all Encumbrances) for a total consideration of Rs. 1,00,39,330/- (Rupees One crore thirty nine thousand three hundred and thirty only) (**Purchase Price**) to be paid by the Purchaser to the Sellers as under

NAME OF SELLER	NAME OF PUCHASER	NUMBER OF SHARES	KIND OF SECURITIES	PURCHASE PRICE	PURCHASE CONSIDERATION
Mr.RAJESH J KADAKIA	M/s. SDNMKJ Realty Private Limited	3933	Equity	Rs.10 Each	Rs.39,330/-
Mr.RAJESH J KADAKIA	M/s. SDNMKJ Realty Private Limited	10,00,000	Compulsory Convertible Preference Shares	Rs.10 Each	Rs.1,00,00,000/-
Mr. SHARAD J KADAKIA	M/s. JMKGEC Realtors Private Limited	3933	Equity	Rs.10 Each	Rs.39,330/-
Mr. SHARAD J KADAKIA	M/s. JMKGEC Realtors Private Limited	10,00,000	Compulsory Convertible Preference Shares	Rs.10 Each	Rs.1,00,00,000/-

1.2. The Sellers acknowledge that payment of Purchase Price for the Respective Sale Shares shall constitute a full and final discharge of the obligations of the Purchaser towards the Sellers to pay for the purchase of the Sale Shares from the Sellers. The Sellers also agree and acknowledge that no Claim with respect to the sufficiency or adequacy of the Purchase Price will be made by the Sellers against the Purchaser and the same shall be deemed to be good and adequate consideration.

2. TRANSFER OF SALE SHARES IN COMPANY – 2

2.1. The Purchaser agrees to purchase from the Seller and the Seller agree to transfer, convey, sell and deliver to the Purchaser, the Sale Shares (free of all Encumbrances) for a total consideration of Rs. 40,000 (Rupees Forty Thousand only) (**Purchase Price**) to be paid by the Purchaser to the Sellers as under:

NAME OF SELLER	NAME OF PURCHASER	NUMBER OF SHARES	KIND OF SECURITIES	PURCHASE PRICE	PURCHASE CONSIDERATION
Mr.RAJESH J KADAKIA	M/s. SDNMKJ Realty Private Limited	4000	Equity	Rs.10 Each	Rs.40,000/-
Mr. SHARAD J KADAKIA	M/s. JMKGEC Realtors Private Limited	4000	Equity	Rs.10 Each	Rs.40,000/-

2.2. The Sellers acknowledge that payment of Purchase Price for the Respective Sale Shares shall constitute a full and final discharge of the obligations of the Purchaser towards the Sellers to pay for the purchase of the Sale Shares from the Sellers. The Sellers also agree and acknowledge that no Claim with respect to the sufficiency or adequacy of the Purchase Price will be made by the Sellers against the Purchaser and the same shall be deemed to be good and adequate consideration.

3. INDEMNIFICATION

3.1. <u>Indemnity Obligations of the Sellers</u>

3.1.1. The Sellers shall be jointly and severally and without any limitation whatsoever be liable to compensate, indemnify, defend and hold harmless the Company and the Purchaser, its Affiliates, directors, officers, partners, representatives and employees ("**Indemnified Persons**") from and against any and all Losses imposed on, sustained, incurred or suffered by, or asserted against, Indemnified Persons (whether in respect of third party claims, claims between the Parties hereto, or otherwise) directly or indirectly relating to or arising out of:

(i) any breach by the Representation and Warranties made by the Sellers in this Agreement and / or the relevant Transaction Documents;

(ii) any non-fulfillment or breach of any covenant of any of the Sellers as set forth in this Agreement and/or the Transaction Documents;

4. GOVERNING LAW

This Agreement and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with the laws of India. The courts of Hyderabad shall have exclusive jurisdiction on all matters relating to or arising in connection with this Agreement or the interpretation thereof.

5. DISPUTE RESOLUTION

5.1. In the event any dispute, difference, claim or controversy arises in connection with the interpretation or implementation of this Agreement or the performance of any obligation hereunder (each a "**Dispute**"), the Parties shall attempt in the first instance to resolve such dispute through friendly consultations.

5.2. If the Dispute is not resolved as aforesaid, then such Dispute shall be referred to arbitration before 1 (One) arbitrator appointed jointly by the Parties, failing which the Purchaser shall be entitled to appoint 1 (One) arbitrator and the Sellers (who are a party to the Dispute) shall be entitled to collectively appoint 1 (One) arbitrator and the 2 (Two) arbitrators so appointed shall jointly appoint a third arbitrator who shall preside as the chairman, failing which such third arbitrator shall be appointed in accordance with the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time).

5.3. All arbitration proceedings shall be conducted in the English language in accordance with the (Indian) Arbitration and Conciliation Act, 1996 (as amended from time to time)

5.4. Each Party to the dispute shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

5.5. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the arbitration board, shall be borne equally by the Parties to the Dispute

5.6. Any award made by the arbitration board shall be final and binding on each of the Parties to the Dispute.

5.7. When any Dispute is under arbitration, except for the matters under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

6. COSTS AND EXPENSES

Except as otherwise provided in this Agreement and the relevant Transaction Documents, each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the relevant Transaction Documents and the transactions contemplated herein and therein. The Purchasers shall bear the stamp duties payable in connection with this Agreement, the transfer of the Sale Shares by the Sellers in accordance with the terms of this Agreement and the Transaction Documents.

7. MISCELLANEOUS

7.1. Counterparts

This Agreement may be executed in two counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts. Delivery of an executed counterpart via facsimile or electronic mail in portable document format (.pdf) shall constitute delivery of an originally signed counterpart hereto.

7.2. Amendment/Variation

No amendment or variation of this Agreement shall be binding on any Party unless such variation is in writing and duly signed by all the Parties.

7.3. No Assignment

Subject to the provisions of this Agreement, this Agreement is exclusive to the Parties and no third party beneficiaries are intended to be created hereby (whether express or implied) by any Party hereto and this Agreement shall not be capable of assignment, without the prior approval of the other Parties, provided that, the Purchaser may assign its rights and obligations under this Agreement to any of its Affiliates without any approval from any of the other Parties.

7.4. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

7.5. Entire Agreement

This Agreement and the Transaction Documents constitute the whole agreement between the Parties relating to the subject matter hereof and thereof and supersede any prior arrangements whether oral or written. No Party has relied upon any representation or warranty in entering this Agreement other than those expressly contained herein.

[Remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Execution Date.

SIGNED & DELIVERED by
RAJESH J KADAKIA (Seller - 1)

SIGNED & DELIVERED by
SHARAD J KADAKIA (Seller - 2)

SIGNED & DELIVERED by
SDNMKJ REALTY PRIVATE LIMTED (Purchaser - 1)

through its authorized signatory,
Mr. Soham Satish Modi, holding DIN (00522546)

SIGNED & DELIVERED by
SDNMKJ REALTY PRIVATE LIMTED (Purchaser - 2)

through its authorized signatory,
Mr. Soham Satish Modi, holding DIN (00522546

SIGNED & DELIVERED by
GV DISCOVERY CENTERS PRIVATE LIMITED (Company 1)

through its authorized signatory,
Mr. Soham Satish Modi, holding DIN (00522546)

SIGNED & DELIVERED by
GV RESEARCH CENTERS PRIVATE LIMITED (Company 2)

through its authorized signatory,
Mr. Soham Satish Modi, holding DIN (00522546)

IN THE PRESENCE OF:

1. Name: Mr. G. Kanaka Rao
   Fathers Name: Mr. G. Subba Rao
   Age: 64 years
   Address: Jawahar Nagar RTC X Road Hyderabad - 20

1. Name: M. JayaPrakash
   Fathers Name: Venkatayah Mangalipally
   Age: 46 Years
   Address: 3-4-63/13/c1, Aravinda Nagar, Ramanthapur
   Hyderabad - 13

SCHEDULE I
SHAREHOLDING PATTERN COMPANY - 1

PART A

SHAREHOLDING PATTERN OF THE COMPANY ON EXECUTION DATE

SR. NO.	NAME	NO. OF SHARES (Equity)	PERCENTAGE
1.	Mr. Rajesh J Kadakia	3933	35
2.	Mr. Sharad J Kadakia	3933	35
3.	M/s. Modi Properties Private Limited	2134	20
4.	M/s. JVRX Asset Management Private Limited	1112	10
	Total	11,112	**100.00%**

SR. NO.	NAME	NO. OF SHARES(Compulsory Convertible Preference shares)	PERCENTAGE
1.	Mr. Rajesh J Kadakia	1000000	31
2.	Mr. Sharad J Kadakia	1000000	31
3.	M/s. Modi Properties Private Limited	257500	7
4.	M/s. JVRX Asset Management Private Limited	1000000	31
	Total	32,57,500	**100.00%**

PART B

SHAREHOLDING PATTERN OF THE COMPANY IMMEDIATELY AFTER CLOSING

SR. NO.	NAME	NO. OF SHARES (Equity)	PERCENTAGE
1.	M/s SDNMKJ Realty Private Limited	3933	35
2.	M/s JMKGEC Realtors Private Limited	3933	35
3.	M/s. Modi Properties Private Limited	2134	20
4.	M/s. JVRX Asset Management Private Limited	1112	10
	Total	11,112	100.00%

SR. NO.	NAME	NO. OF SHARES(Compulsory Convertible Preference shares)	PERCENTAGE
1.	M/s SDNMKJ Realty Private Limited	1000000	31
2.	M/s JMKGEC Realtors Private Limited	1000000	31
3.	M/s. Modi Properties Private Limited	257500	7
4.	M/s. JVRX Asset Management Private Limited	1000000	31
	Total	32,57,500	**100.00%**