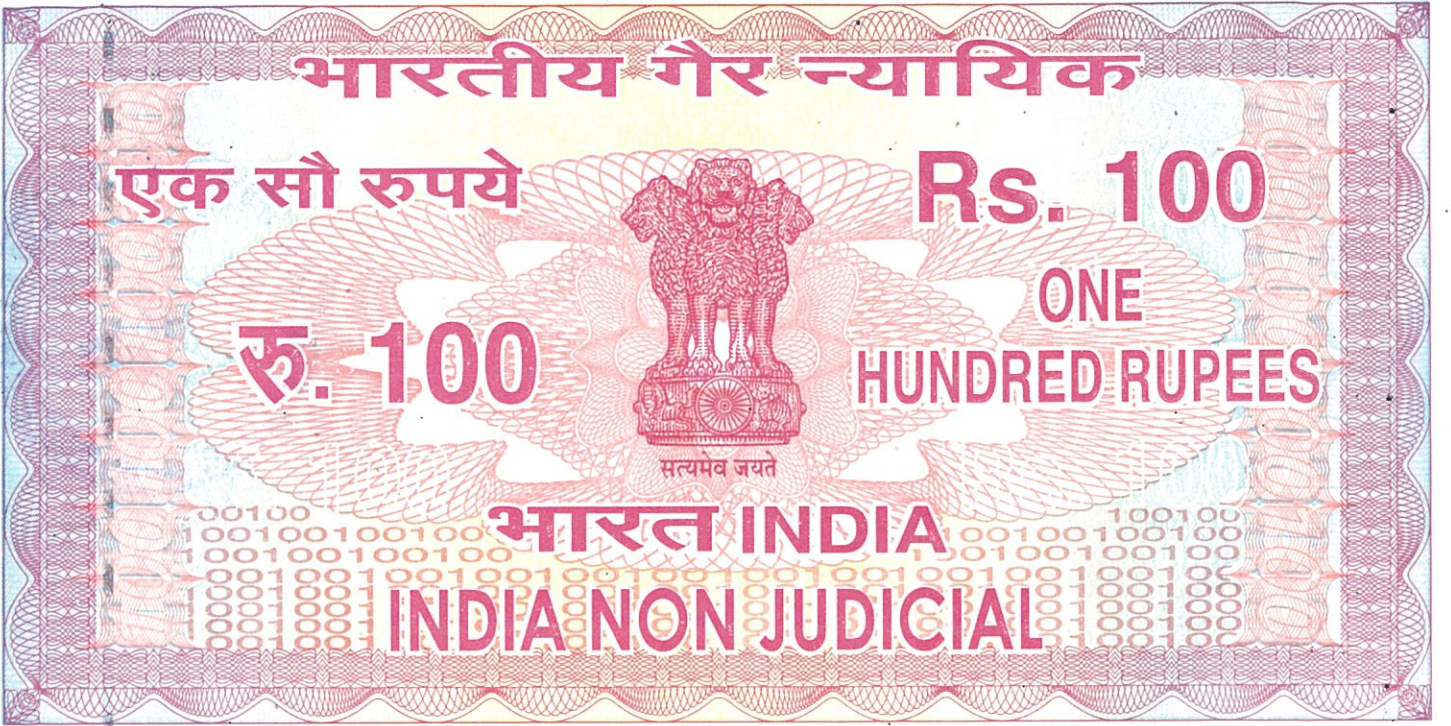




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D. Srinivas BC 540492

Tran Id: 240417191158430440
Date: 17 APR 2024, 07:16 PM
Purchased By:
Y ANJIAH
S/o Y LINGAIAH
R/o HYDERABAD
For Whom
N SQUARE LIFE SCIENCES LLP

DUSA SRINIVAS RAO
LICENSED STAMP VENDOR
Lic. No. 23/98
Ren.No. 23/23
12-11-696, WARASIGUDA,
SECUNDERABAD
Ph 9247420863

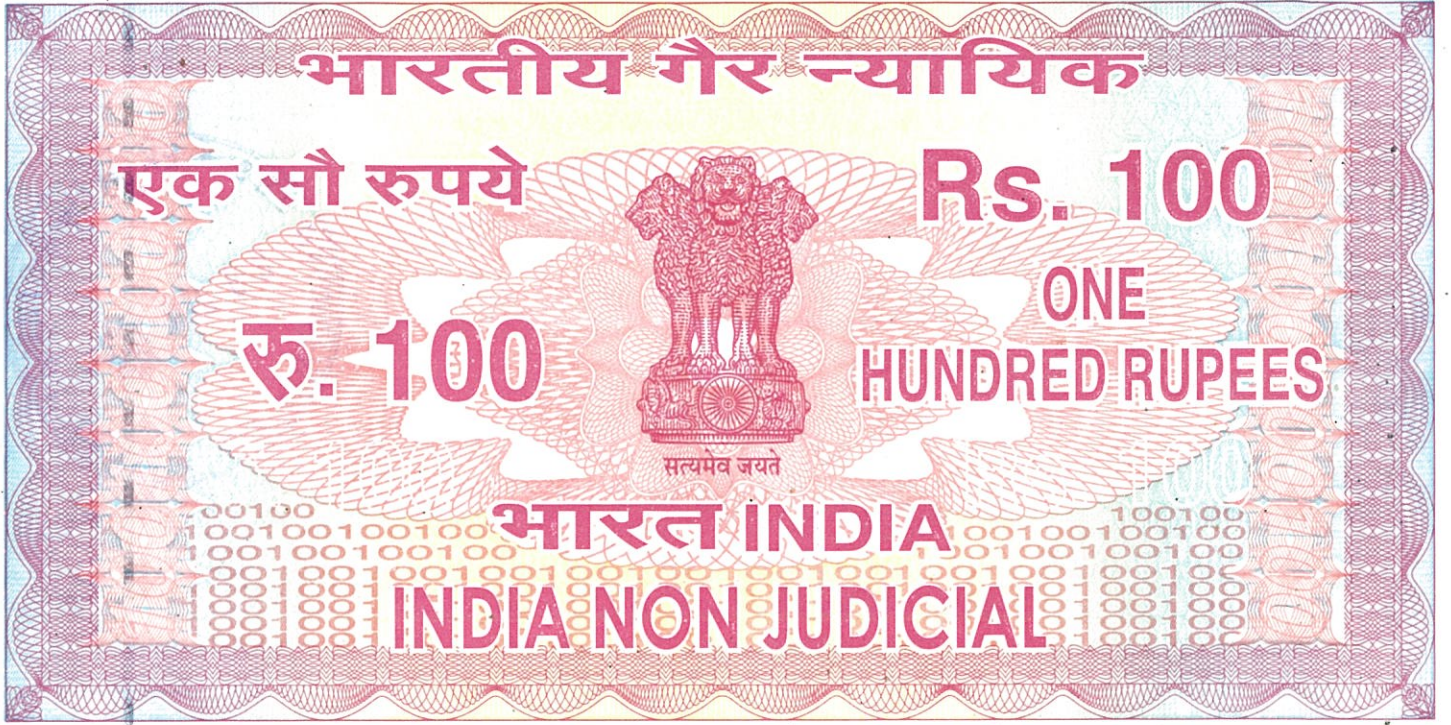
SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ('**Agreement**') is entered into on this 18th day of April, 2024 ('**Execution Date**') by and amongst:

1. M/s Greens India LLC organized and existing under the laws of USA, with registration number 202133510339 having its registered address at 16530 Bake Parkway, II Floor, Irvine, California 92618 through its Authorised Signatory Mr. Sharad Kadakia authorised vide resolution dated 18.04.2024 (hereinafter referred to as "Seller" which expression, unless repugnant to the context or meaning thereof, shall include her heirs, successors and permitted assigns);
2. M/s N Square Lifesciences LLP incorporated and registered under the provisions of Limited Liability Partnership Act, 2008 with LLPIN: AAW-6711 having registered office at 5-4-187/3 & 4, 2nd Floor Soham Mansion, M.G. Road, Hyderabad, Secunderabad, Telangana, India, 500003 through its Designated Partner Mr. Soham Satish Modi authorized vide resolution dated 18.04.2024

Sharad Kadakia
GREENS INDIA LLC * CALIFORNIA

1 *Soham Satish Modi*
N Square Lifesciences LLP
Sec'bad



తెలంగాణ తెలంగాణ TELANGANA

Srinivas BC 540494

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Ph 9247420863

shares at a mutually agreed price of Rs. 12,572/- (Indian Rupees Twelve Thousand Five Hundred and Seventy Two only) per equity share aggregating to total consideration of Rs. 4,03,05,832/- (Indian Rupees Four Crore Three Lac Five Thousand Eight Hundred and Thirty Two only);

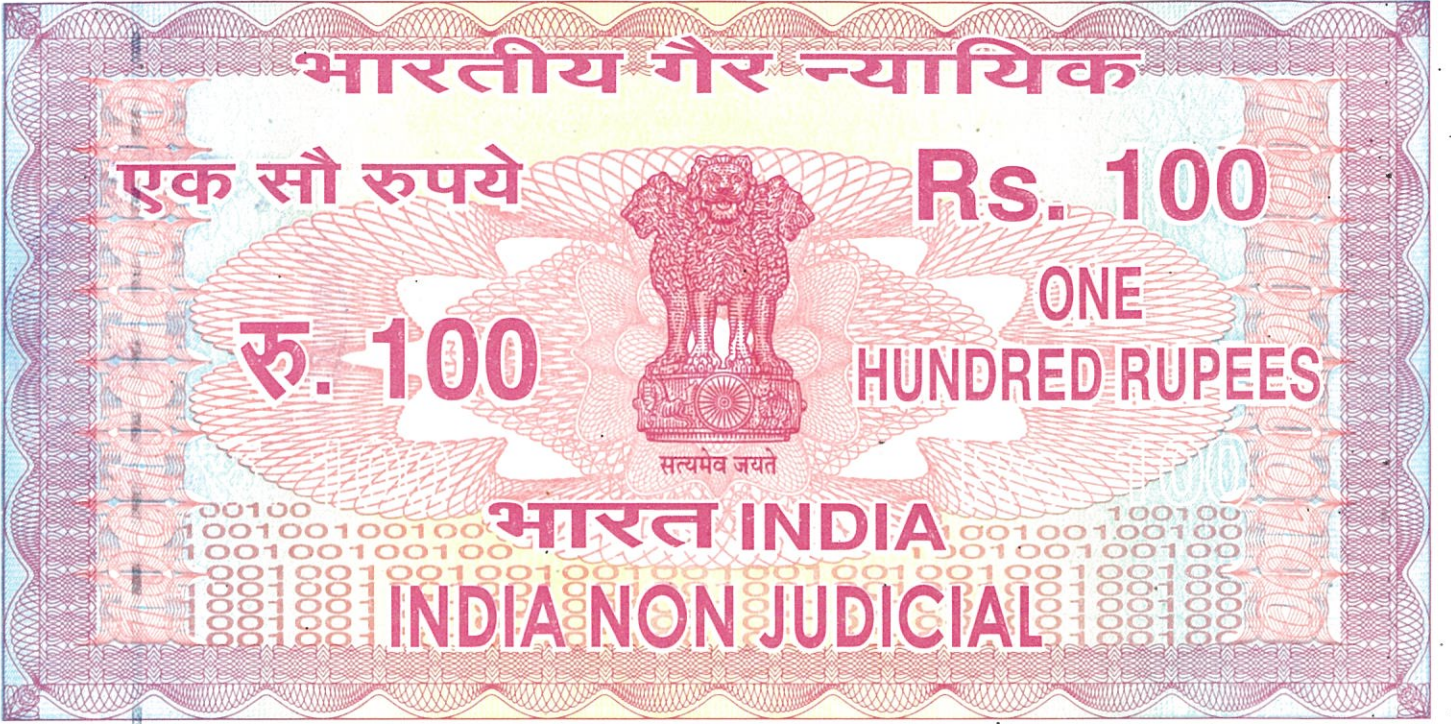
C. The Parties now hereby mutually desire to enter into this Agreement in order to set forth their mutual understanding related to, and the terms and conditions of, the aforesaid purchase by the Purchaser of the Sale Shares (hereinafter referred to as "Proposed Transaction").

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Goodman Kodak


[Signature]





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D. Srinivas BC 540495

Tran Id: 240417191158430440
Date: 17 APR 2024, 07:16 PM
Purchased By:
Y ANJIAH
S/o Y LINGALAH
R/o HYDERABAD
For Whom
N SQUARE LIFE SCIENCES LLP

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LICENSED STAMP VENDOR
Lic. No. 23/98
Ren.No. 23/23
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SECUNDERABAD
Ph 9247420863

DEFINITIONS AND INTERPRETATION

1.1 Definitions

As used in this Agreement the following capitalized terms shall have the following respective meanings:

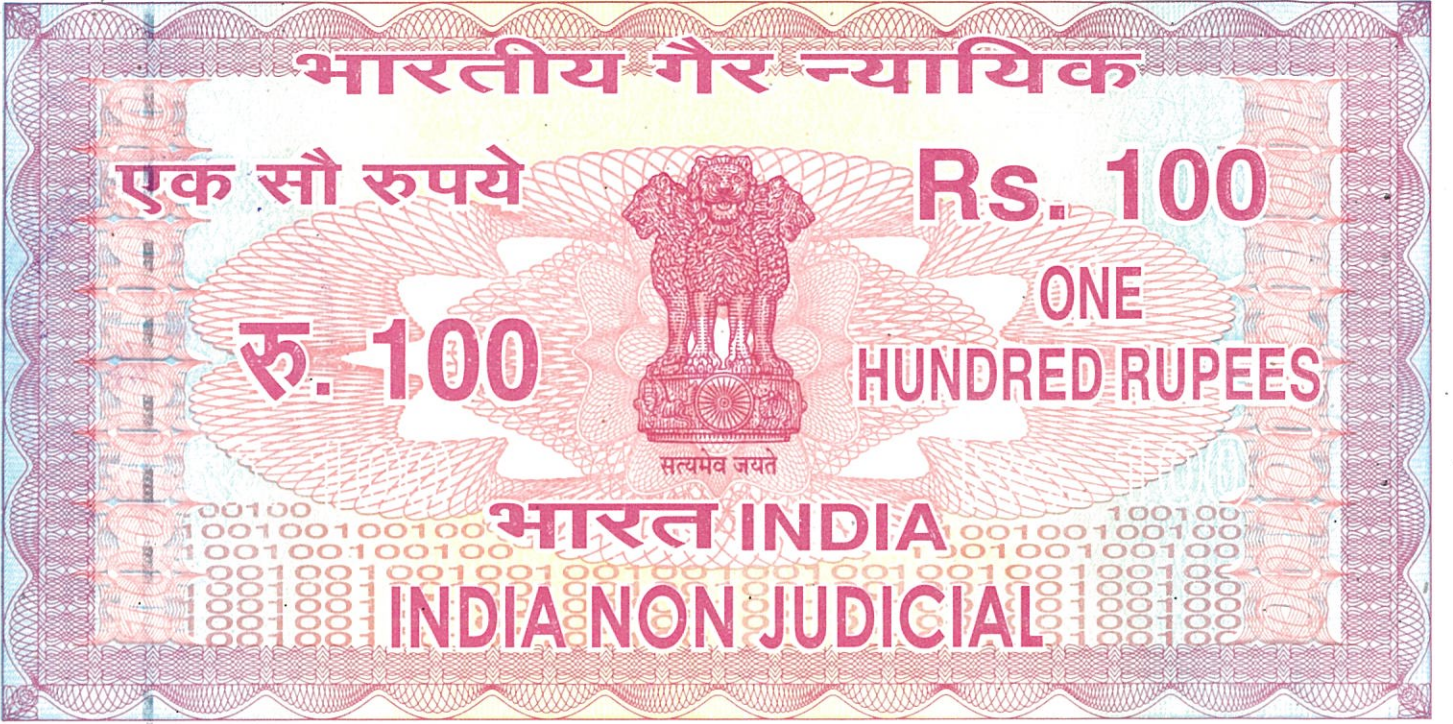
“**INR**” means Indian Rupees, the official currency of India.

“**Law**” means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect on the date of this Agreement or thereafter.

“**Person**” means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu

S. Srinivas
GREENS INDIA LLC
CALIFORNIA

[Signature]
N Square Lifesciences LLP
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D. Srinivas BC 540496

Tran Id: 240417191158430440
Date: 17 APR 2024, 07:16 PM
Purchased By:
Y ANJALIAH
S/o Y LINGALAH
R/o HYDERABAD
For Whom
N SQUARE LIFE SCIENCES LLP

DUSA SRINIVAS RAO
LICENSED STAMP VENDOR
Lic. No. 23/98
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12-11-696, WARASIGUDA,
SECUNDERABAD
Ph 9247420863

undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity or organization.

“**Execution Date**” means the date on which this Agreement is signed and executed.

1.2 Interpretation

- The headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement.
- References to Schedules are references respectively to the schedules to this Agreement.
- In this Agreement unless the context thereof otherwise requires:

Srinivas Kodala

[Signature]

- (i) Reference to the singular includes a reference to plural and vice versa;
 - (ii) Reference to any gender includes a reference to all other genders;
 - (iii) Reference to any statute, rules, ordinances or other Laws shall be deemed to include any amendment, replacement or modification thereof.
- d. Unless otherwise expressly stated, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Clause or other subdivision.

2. SALE AND PURCHASE OF THE SALE SHARES

- 2.1 Subject to the terms of this Agreement and in consideration of the Purchase Price *(as defined herein below)*, the Sellers hereby agree to sell, transfer and deliver the Sale Shares to the Purchasers, and the Purchasers hereby agree to purchase, acquire and accept from the Sellers, the Sale Shares together with all rights, title, interest and advantages attached to them *(including the right to receive all dividends or distributions declared)*;
- 2.2 The consideration for the Sale Shares is the Fair Market Value determined by a Chartered Accountant in Practice, CA Sanchit Modi (M. No. 173300) vide his valuation report dated 14th March, 2024 in accordance with the applicable provisions of law; and
- 2.3 The Purchase Price shall be paid by the Purchasers to the Sellers, after the Execution Date but before transfer of shares, by way of outward remittance through Authorized Dealer Banker namely Yes Bank Limited, Ground Floor, Agravanshi Plaza Huda lane, Off S.P. Road, Bearing no: 1-8-387, Secunderabad – 500003;







3. COMPLETION/CLOSING

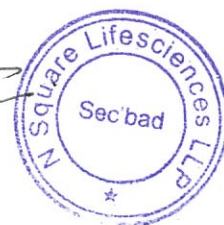
- 3.1 The Purchasers shall pay/remit the Purchase Price to the Sellers, as per the above clause 2.3;
- 3.2 The management or Board of Directors of seller and purchaser have resolved and decided through a Meeting/Board Meeting resolution to execute and record the share transfer and have made necessary authorizations for the Proposed Transaction;
- 3.3 On the execution date of this Agreement the Sellers shall provide the undated un-dated Share-Transfer Deed (Form SH-4) to the Purchaser and Purchaser shall provide the relevant details to give effect to the Proposed Transaction;
- 3.4 The Purchaser shall be responsible to file Form FC-TRS through FIRMS Portal of Reserve Bank of India (RBI) within 60 days of the date of remittance or the date of transfer, whichever is earlier; and
- 3.5 Notwithstanding the actual time periods involved in completing the above process, all proceedings to be taken and all documents to be executed and delivered by the Purchaser and Seller shall be deemed to have been taken and executed simultaneously.

4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 4.1.1 This Agreement is legal, valid and binding and enforceable against it in accordance with its terms.
- 4.1.2 The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Seller is a party.
- 4.1.3 All actions (statutory or otherwise) on its part necessary for the execution







and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

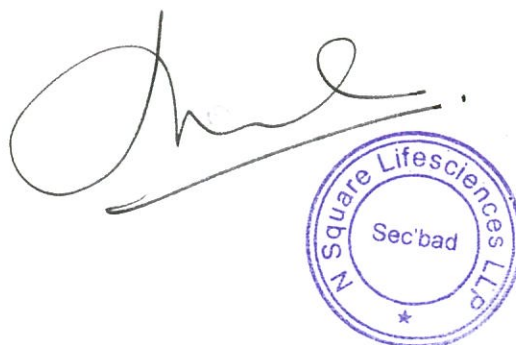
- 4.1.4 They shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
- 4.1.5 There is no judgment, decree or order against the Seller that could prevent, enjoin, or alter or delay transfer of the Sale Shares.
- 4.1.6 The Seller shall provide full support and coordinate with the purchaser during the period this whole transaction is in process.
- 4.1.7 The Seller acknowledges that the Purchaser is entering into this Agreement, relying on the aforesaid representations and warranties, and the same shall be entitled to treat as conditions of the Agreement, the same shall be true as of the Execution Date.

5. INDEMNITY

- 5.1 Subject to occurrence of the completion/closing under this Agreement, the Purchasers ("**Indemnifying Person**"), jointly and severally undertakes to indemnify and save the Sellers, Company and its directors, officers, servants, agents and employees ("**Indemnified Persons**") harmless from and against all claims, liabilities, actions, proceedings, demands, losses, costs, taxes, damages and expenses whatsoever which may be brought against or suffered by the Indemnified Persons or which it or they may sustain, pay or incur, as a direct result of any matter or thing arising out of, resulting from, attributable to or connected with the business operations or sale/transfer of the Sale Shares from the date of execution of this Agreement till the time shares are fully transferred to the purchasers.

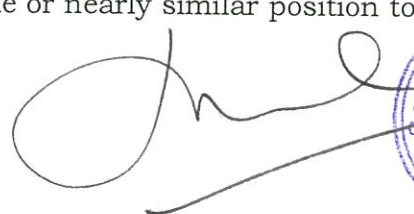
6. MISCELLANEOUS




- 6.1 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the sale and purchase of the Sale Shares, and supersedes all previous communications, negotiations, commitments, either oral or written between the Parties in respect of the subject matter hereof.
- 6.2 Governing Law:** This Agreement shall be governed and construed in accordance with the laws of India. Subject to the dispute resolution mechanism agreed hereinafter, the courts at Telangana shall have the exclusive jurisdiction to entertain any dispute arising out of this Agreement.
- 6.3 Dispute Resolution:** If any dispute arises between the Seller(s) and Purchaser(s) during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement ("Dispute"), each of the said Party shall Endeavour to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within thirty (30) days from the date of the Dispute.
- 6.4 Arbitration:** In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to arbitration to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, by a sole arbitrator to be appointed mutually by both the parties. The venue of arbitration shall be New Delhi and the proceedings of arbitration shall be in the English language.
- 6.5 Severability:** The invalidity, illegality or unenforceability of any provision of this Agreement, in whole or in part, under the applicable laws of any jurisdiction, shall not affect the validity, legality or enforceability hereof under the applicable laws of any other jurisdiction. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that




which prevailed prior to such invalidity, illegality or unenforceability.

6.6 Rights Cumulative: The rights, powers, privileges and remedies provided in this Agreement are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by applicable Laws or otherwise. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under this Agreement shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part. 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.

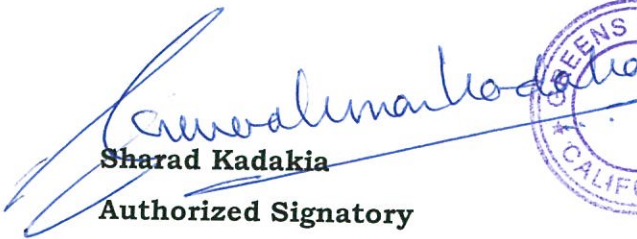
6.7 General: Save where this Agreement provides otherwise, none of the rights or obligations under this Agreement shall be assigned or transferred without the prior written consent of the other Parties, provided that the Purchaser shall be entitled to nominate any of its nominee to purchase the Sale Shares from the Sellers under this Agreement. Nothing in this Agreement shall be deemed to either constitute a partnership between any of the Parties or appoint or recognize any Party as the agent of the other Party for any purpose.





IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year above first written.

Signed and delivered by **Greens India LLC**


Sharad Kadakia
Authorized Signatory



Signed and delivered by **N SQUARE LIFESCIENCES LLP**


Sohām Satish Modi
Designated Partner



Witness 1:

Sign: 

Name: **G. Kanaka Rao**

**5-4-187/324, II Flr, Sakam Housing,
H.G. Road, Sec'bad-2**

Witness 2:

Sign: 

Name: **M. JAYAPRAKASH**

**3-463/13/C1, Aravindra Nagar,
Ramanthapur, Hyderabad-13**

Schedule I

Details of the Sale Shares

Company	Seller	Purchaser	No. of Equity Shares	Face value per share (INR)	Certificate no.	Distinctive Number (from)	Distinctive Number (to)	Value of Share (INR)	Total Consideration (INR)
JMK GEC REALTORS PRIVATE LIMITED	GREENS INDIA LLC	N SQUARE LIFESCIENCES LLP	84	10.00	5	25,382	25,465	12,572.00	10,56,048.00
JMK GEC REALTORS PRIVATE LIMITED	GREENS INDIA LLC	N SQUARE LIFESCIENCES LLP	3,122	10.00	6	25,466	28,587	12,572.00	3,92,49,784.00
Total			3,206	10.00				12,572.00	4,03,05,832.00

