



తెలంగాణ తేలంగానా TELANGANA

D. Chittemma
AT 274456

SL. NO. 12547 DATE :01-10-2022

SOLD TO: RAKESH CHOPDAR

S/O. LATE. BAJARANG LAL CHOPDAR R/O. HYDERABAD, T.S.

FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEEMMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nagar
Sanathnagar, Hyd-18 (South)
Ph: 9052646457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



Chittemma

56

AM



NR



తెలంగాణ తెలంగాణ TELANGANA

D. Chittemma
AT 274449

SL. NO. 12540 DATE : 01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nagar
Sanathnagar, Hyd-18 (South)
Ph: 9052646457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



AM

S6



AM

SR



తెలంగాణ తేలంగానా TELANGANA

Sl. No. 6618 Date 10/10/2022

Sold to Jyoti Choudhary w/o Rakesh Choudhary
For Whom M/s Azad Engineering Pvt Ltd, Hyderabad

AP 064595
P. VEJAYA LAKSHMI
LICENSED STAMP VENDOR

L.No. 15-21-031/2011, R.No. 15-21-010/2020
Plot No. 67, APHC Colony, IDA Jeedimetla
Medchal-Malkajgiri Dist, Cell: 9290070647

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



S6

AM



HR



తెలంగాణ తెలంగాణ TELANGANA

D. Chittemma
AT 274445

SL. NO. 12536 DATE :01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nagar,
Sanathnagar, Hyd-18 (South)
Ph: 9052648457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



S6



4R



తెలంగాణ తెలంగాణ TELANGANA

SL. NO. 12537 DATE :01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. Chittemma
AT 274446
D. CHITTE MMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nagar
Sanathnagar, Hyd-18 (South)
Ph: 9052846457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



56

AM



VR



తెలంగాణ తెలంగాణ TELANGANA

SL. NO: 12538 DATE: 01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. Chittemma
AT 274447

D. CHITTEEMMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EP4, Subhash Nagar,
Sanathnagar, Hyd-18 (South)
Ph: 9052648457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



56



JK



తెలంగాణ తెలంగాణ TELANGANA

D. Chittemma
AT 274452

SL. NO. 12543 DATE : 01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nagar
Sanathnagar, Hyd-18 (South)
Ph: 9062648457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



56

AM



DR



తెలంగాణ తెలంగాణ TELANGANA

D. Chittemma
AT 274453

SL. NO. 12544 DATE : 01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEEMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nagar,
Sanathnagar, Hyd-18 (South)
Ph: 9052646457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



sb

AM



JK



తెలంగాణ తెలంగాణ TELANGANA

D. Chittemma
AT 274451

SL. NO. 12542 DATE : 01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEEMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nagar,
Sanaithnagar, Hyd-18 (South)
Ph: 9052646457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



56

AM



12



తెలంగాణ తెలంగాణ TELANGANA

D. Chittemma
AT 274450

SL. NO: 1254 DATE: 01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEEMMA
LICENSED STAMP VENDOR
L.No. 18-11-020/2015
RL.No. 18-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nagar
Sanathnagar, Hyd-18 (South)
Ph: 9052646457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



AM



56

AM

4R



తెలంగాణ తెలంగాణ TELANGANA

D. Chittemma
AT 274448

SL. NO. 12539 DATE: 01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Naga
Sanathnagar, Hyd-18 (South)
Ph: 9052646457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



Chittemma

56



AM

VR



తెలంగాణ తెలంగాణ TELANGANA

D. Chittemma
AT 274455

SL. NO. 12546 DATE: 01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEEMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nag
Sanathnagar, Hyd-18 (South)
Ph: 9052646457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



56

AM



10



తెలంగాణ తేలంగానా TELANGANA

D. Chittemma
AT 274454

SL. NO. 12545 DATE :01-10-2022
SOLD TO: FUL KUMAR GAUTAM
S/O. LATE. CHATRAPATI SINGH R/O. HYDERABAD, T.S.
FOR WHOM: M/S. AZAD ENGINEERING PVT LTD

D. CHITTEEMMA
LICENSED STAMP VENDOR
L.No. 16-11-020/2015
RL.No. 16-11-022/2021
H.No. 7-1-307/15/EF4, Subhash Nagar
Sanathnagar, Hyd-18 (South)
Ph: 9052646457

THIS STAMP PAPER FORMS INTEGRAL PART OF SHARE PURCHASE AGREEMENT DATED 11TH DAY OF OCTOBER 2022.



56

AM



102

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (“**Agreement**”) is made on 11th day of October 2022, by and amongst:

THE PERSONS LISTED UNDER SCHEDULE 1 HERETO (hereinafter referred to as the “**Purchasers**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his / her legal heirs, administrators and legal representatives / its successors and permitted assigns, as applicable);

DMI FINANCE PRIVATE LIMITED, a company incorporated and existing under the laws of India, having its registered office at Express Building, 3rd Floor, 9-10, Bahadur Shah Zafar Marg, New Delhi 110002 (hereinafter referred to as the “**DMI**”, which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns);

THE PERSONS LISTED UNDER SCHEDULE 2 HERETO (hereinafter individually referred to as the “**Other Seller**” and collectively referred to as the “**Other Sellers**”, which expression shall, unless repugnant to the context or meaning thereof, include their respective successors, legal heirs and permitted assigns); and

AZAD ENGINEERING PRIVATE LIMITED, a company incorporated and existing under the laws of India, having its registered at 90/C, 90/D, Phase-1, I.D.A, Jeedimetla, Hyderabad, Telangana 500055 (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

The Other Sellers and DMI are hereinafter collectively referred to as the “**Sellers**” and individually as a “**Seller**”. The Purchasers, the Sellers and the Company are referred to collectively as the “**Parties**” and individually as a “**Party**.”

WHEREAS:

- A. The Sellers are collectively the legal and beneficial owners of 21,743 (twenty one thousand seven hundred forty three) equity shares of INR 10/- (Rupees Ten) each representing 1.395% (one point three nine five percent) of the paid-up equity share capital of the Company and as detailed in **Schedule 3** (“**Sale Shares**”).
- B. The Sellers desires to sell, and the Purchasers have agreed to purchase the Sale Shares, for the Purchase Price (as defined hereinafter) on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties, in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, hereby agree as follows:

1. Sale and Purchase

On the Closing Date (as hereinafter defined), upon the terms and subject to the conditions of this Agreement, the Sellers will sell and transfer to the Purchasers, and the Purchasers will purchase from

Page 1 of 26



Sb

YB

AM

the Sellers, the Sale Shares, free and clear of all encumbrances, for the Purchase Price in the proportion as set in **Schedule 3**.

2. Consideration

The purchase price (the "**Purchase Price**") to be paid by the Purchasers to the respective Sellers for the Sale Shares at the Closing Date shall be the aggregate sum of INR 22,70,18,663.00 /- (Rupees Twenty-Two Crore Seventy Lakh Eighteen Thousand Six Hundred and Sixty-Three Only), to be paid in the proportion as specified in **Schedule 3**. On the Closing Date, the Purchasers shall pay the Purchase Price to the respective Sellers by way of wire transfer to the designated bank account of the respective Sellers specified in **Schedule 4**, or such other bank account as specified by the Sellers to the Purchasers in writing, subject to applicable withholding taxes.

3. Conditions Precedent

The Parties' obligations to consummate the transaction contemplated by this Agreement is subject to completion of each of the following conditions:

- (i) Delivery by the Company to the Purchasers and Sellers, a certificate from a SEBI registered category – I merchant banker or independent chartered accountant, valuing the Sale Shares as per any internationally accepted pricing methodology for valuation of shares on arm's length basis.
- (ii) Delivery by the Company to the Purchasers and Seller of certified true copy of the resolution passed by the board of directors of the Company approving the execution of this Agreement and transactions contemplated under this Agreement.
- (iii) Delivery by the Purchasers (who are corporate bodies/partnership firm) to the Seller and the Company of certified true copy of the resolution passed by the board of directors/ partners of the said Purchasers approving the execution of this Agreement and transactions contemplated under this Agreement.
- (iv) Delivery by the Seller to the Purchasers and Company of certified true copy of the resolution passed by the board of directors of the Seller approving the execution of this Agreement and transactions contemplated under this Agreement.
- (v) A share subscription agreement inter-alia amongst the Purchasers, the Company, and the promoters of the Company ("**SSA**"); and a shareholders' agreement inter-alia amongst the Purchasers, Seller, Company, and the promoters of the Company shall have been executed in a form and manner as mutually agreed amongst such relevant parties.
- (vi) Each Selling Shareholder shall provide the Purchasers with the Tax Status Certificate, report or opinion under Section 281 of the Income-tax Act, 1961 (as applicable); For the purpose of this Agreement, "Tax Status Certificate" means a certificate obtained from a reputed chartered accountancy firm as acceptable to the Purchasers, setting out the status of (a) all pending income-tax proceedings and outstanding income-tax demands under the Income Tax Act and shall include the relevant screenshots from the income tax department's website and the TRACES website and (b) a certification that the transfer of relevant Purchase Shares will not require the prior permission under Section 281 of the Income Tax Act, 1961 and such sale will not be void in terms of the said provision.



Amx



S6

JK
AM

- (vii) The Parties shall have finalized all the Supporting Documents in relation to filing of Form FC-TRS/SMF with the Seller's authorised dealer bank within the timelines prescribed under Applicable Law, in relation to the sale and transfer of the Sale Shares to the non-resident Purchaser.

4. Closing

4.1 The sale and transfer of the Sale Shares (the "Closing") shall take place simultaneously with closing i.e., consummation of the transactions under the SSA (the "Closing Date"). In the event the Closing does not occur within 30 (thirty) days from execution of this Agreement, this Agreement will *ipso facto* terminate without any further obligation or liabilities on any of the Parties.

On the Closing Date, the Parties shall cause the following to occur:

- 4.1.1 the Purchasers shall effect payment of portions of the Purchase Price to the respective Sellers corresponding to their respective Sale Shares as per **Schedule 1**. The Purchasers shall intimate to the respective Sellers, the SWIFT message generated with respect to transfer of the Purchase Price and provide necessary evidence of such payment of the Purchase Price.
- 4.1.2 Simultaneous with remittance of the Purchase Price by the Purchasers, the Sellers shall instruct their depository participant to transfer the relevant Sale Shares to the Purchasers depository participant account numbers as provided under **Schedule 1** and provide evidence thereof.
- 4.1.3 Upon payment of the Purchase Price to the Sellers, the Sellers and the Company shall cause a meeting of the board of directors of the Company to be convened at which the following business will be conducted, and necessary actions will be taken:
- (a) approve the registration of transfer of the Sale Shares to the Purchasers;
 - (b) make the necessary entries in the Register of Members and Register of Transfers to enter the names of the Purchasers as the registered owner of the Sale Shares.
 - (c) acknowledge and take on record the resignation letter submitted by the Seller nominee director resigning as a director from the board of directors of the Company and authorising a Person to file relevant statutory forms recording such resignation of the Seller nominee director effective from the Closing Date;
 - (d) take on record the cessation of the Seller's right to appoint an observer to the board of directors of the Company;
 - (e) file necessary forms, returns or any other document or information with relevant authorities including Registrar of Companies;
 - (f) revoke all the powers of attorney and other similar authorizations issued by the Company in favour of the Sellers, the Seller nominee director and/or Seller's representatives (if any).

5. Representations and Warranties and Indemnity

56



5.1 Each Seller, in respect of itself/himself and the respective Sale Shares held by it/him, represents and warrants, severally, to the Purchasers that:

- (a) The Seller has the full legal right, capacity, and authority to enter into this Agreement and perform the transactions contemplated herein.
- (b) This Agreement will constitute the legal, valid, and binding obligations of the Seller enforceable against it in accordance with its terms.
- (c) The Seller is the sole legal and beneficial owner of the respective Sale Shares and has full power, right and authority to sell and transfer the full legal and beneficial ownership of the respective Sale Shares to the Purchasers.
- (d) There are no orders or judgment of any court or authority, statutory or regulatory body against or relating to the Seller which have the effect of making unlawful or otherwise prohibiting the transaction contemplated herein; The Seller undertakes that it/he is not in receipt of and/or is not aware of any orders by, or claims or proceedings pending before, any court or tribunal against or relating to the Seller which enjoins, restricts or prohibits the sale of the respective Sale Shares or could be expected to enjoin, restrict or prohibit the sale of the respective Sale Shares as contemplated by the Agreement or prevent the Seller from fulfilling its obligations set out in this Agreement.
- (e) There are no options, agreements, or understandings (exercisable now or in the future and contingent or otherwise) entered into by the Seller which entitle or may entitle any person to create or require to be created any right or encumbrance over any of the respective Sale Shares.
- (f) The Seller has not received any notice of any proceedings that are pending, or any notice of any taxes or other sums payable under the IT Act which necessitates obtaining permission of the assessing officer under Section 281 of the IT Act prior to the transfer of the respective Sale Shares to the Purchasers.
- (g) The Seller is a tax resident of India.
- (h) The Seller holds the respective Sale Shares as capital assets in its books and that the gains from the sale of the respective Sale Shares will be taxable as 'capital gains' under the IT Act.
- (i) The Seller shall be responsible for the payment of any and all direct taxes related to the transactions under this Agreement.
- (j) The Seller shall receive the proceeds from the sale of the respective Sale Shares in its own account as legal and beneficial owner of such respective Sale Shares.
- (k) Upon Closing, the Purchasers will acquire a valid and marketable title to the respective Sale Shares and the respective Sale Shares to be delivered by the Seller to the Purchasers pursuant to this Agreement will be, when delivered, duly authorized, validly issued, fully paid-up and will be free and clear of all encumbrances and third-party rights and interests.

5.2 The Company represents and warrants to the Purchasers that:

- a) The Company has the full legal right, capacity, and authority to enter into this Agreement and perform the transactions contemplated herein.
- b) This Agreement constitutes a legal, valid, and binding obligations enforceable against the Company in accordance with its terms.
- c) All required consents and authorisations including the board of directors and shareholder resolutions as applicable of the Company approving the terms of this Agreement, and the transactions contemplated under this Agreement, have been obtained.
- d) As per the records of the Company, the Seller currently owns all legal and beneficial title to the Sale Shares and the Seller is presently recorded as a member of the Company in its register of members in respect of the Sale Shares. The Company has not taken on record or registered any transfer of the Sale Shares.



AM



Sb

AM

AM

- 5.3 The Purchasers represent and warrant to the Sellers and the Company on a several basis that they have the full legal right, capacity and authority to enter into this Agreement and perform the transactions contemplated herein, and further that this Agreement constitutes a legal, valid and binding obligations enforceable against them in accordance with its terms.
- 5.4 Each Seller shall individually indemnify and hold harmless the Purchasers against any losses, liabilities, penalties, fines, costs and expenses (including attorney fees) incurred or suffered by the Purchasers arising out of breach of any representations and warranties provided by such Seller under clause 5.1. Any claims or demands by the Purchasers shall be in writing to the relevant Seller and the Seller shall, unless disputed by the relevant Seller, indemnify the Purchasers within 30 (thirty) days of such claim/demand. The aggregate maximum liability of the Seller for any claims or demands under clause 5.1 shall not exceed 100% of the Purchase Price received by the relevant Seller, provided no such limit shall apply in case of any fraudulent misrepresentations.

6. Confidentiality

The Parties agree that no Party will discuss or divulge or make public, any information relating to the Company or its business and operations, including the contents of this Agreement to any third party save and except on a need-to-know basis and except with the prior consent of the Parties. The obligations of confidentiality stipulated in this clause shall not apply to: (i) any information that was known to any of the Parties prior to its disclosure by the disclosing Party; or (ii) has become generally available to the public (other than by virtue of its disclosure by the other Party); or (iii) if required to be disclosed pursuant to the requirements of any applicable law or governmental authority or (iv) to the respective shareholders, professional advisors, consultants, on a need to know basis and subject to the recipient being bound by appropriate non-disclosure and confidentiality obligations. The Parties may issue press releases post-Closing subject to mutual agreement provided no reference to the purchase consideration is made.

7. Costs

Each Party shall be responsible for its own legal fees and expenses as well as any other costs incurred in connection with the negotiation and preparation of this Agreement. Stamp duty, if any applicable on this Agreement, the share transfers and the actions contemplated hereunder will be borne by the Purchasers and the Sellers equally.

8. Governing Law and Jurisdiction

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of India. Subject to Clause 8.2 below, the courts of, Delhi, India shall have exclusive jurisdiction to hear any dispute arising out of this Agreement.
- 8.2 Any disputes arising out of this Agreement, which are not amicably settled between the Parties within 30 (thirty) days thereof, shall be finally settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 and rules thereunder (“**Arbitration Act**”), as amended or applicable for the time being in force. The seat and venue of arbitration will be Delhi, India. The dispute shall be referred to a sole arbitrator as mutually agreed between the disputing Parties. In the event the disputing Parties fail to appoint the arbitrator within 15 (fifteen) days of notice of dispute, the arbitrator shall be appointed pursuant to the provisions of the Arbitration Act. The arbitration proceedings shall be conducted in English and the award shall be final and binding on the Parties. The cost of the arbitral proceedings shall be borne equally by the disputing Parties.



56
AM

JK

9. Miscellaneous

- 9.1 This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person. However, the Parties agree, subsequently, to exchange the original document to each other.
- 9.2 Each Party acknowledges and agrees that the other Parties would be damaged irreparably in the event any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached, so that a Party shall be entitled to injunctive relief to prevent breaches of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in addition to any other remedy to which such Party may be entitled, at law or in equity. However, before seeking of such injunctive relief, the aggrieved Party shall issue a notice to the defaulting Party giving 15 (fifteen) days' time period for remedying the default under the Agreement.

9.3 Notices

Any notices, requests, demands or other communication required or permitted to be given under this Agreement shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by email and properly addressed as follows:

In the case of notices to DMI, to:

Attention: Anshuman Madan Malur
Address: DMI Finance Private Limited,
Express Building, Third Floor,
9-10, Bahadur Shah Zafar Marg,
New Delhi – 110002
Email: anshuman.malur@dmimanagement.in

In the case of notices to Purchasers, as specified under **Schedule 1**.

In the case of notices to Other Sellers, as specified under **Schedule 2**.

In the case of notices to the Company, to:

Attention: Ful Kumar Gautam
Address: 90/C, 90/D, Phase-1, I.D.A, Jeedimetla,
Hyderabad, Telangana 500055
Email: cs@azad.in

- 9.4 No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing by all the Parties.
- 9.5 If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.



SB

AM

HR

9.6 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication, or expression of intent relating to the subject matter of this Agreement.

[Signature Page Follows]



Calix

AM



56

WR

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

For and on behalf of **AZAD ENGINEERING PRIVATE LIMITED**
Pursuant to authorization under Board Resolution dated 11th October 2022

For AZAD ENGINEERING PVT. LTD.



Director

Name: Rakesh Chopdar
Designation: Director
Date: 11-10-2022

56

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

for and on behalf of DMI FINANCE PRIVATE LIMITED

Name:
Designation

56

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By **Mr. Anushman Madan Malur**



56

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By **Mr. Shakendra Bhandari**

Shakendra Bhandari

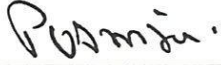
IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mr. Yatharth Ratadiya

A handwritten signature in black ink, appearing to read 'Yatharth', is written over a horizontal line. The signature is stylized and somewhat cursive.

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mr. Venkata Subbaraju Penmetsa



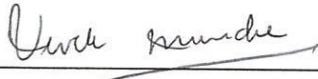
IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mrs. Rajyalakshmi Penmetsa

P. Rajya lakshmi

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mr. Vivek Mundra



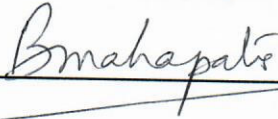
IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Dr. Nageshwar Reddy Duvvur




IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Ms. Bindiya Mahapatra




IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

By Mr. Venkata Krishnam Raju Alluri



IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

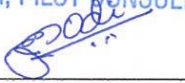
By Mr. Vijay Kumar Raju Alluri



IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

For and on behalf of Pilot Consultants Private Limited

For, PILOT CONSULTANTS PVT. LTD.



Name: *Director / Authorised Signatory*

Designation:

IN WITNESS WHEREOF, each of the aforementioned Parties has signed and executed this Agreement on the date first above written.

For and on behalf of **Plutus Capital (partnership firm)**

PLUTUS CAPITAL



Name:

Designation:

Partner

SCHEDULE 1

Details of and relating to Purchasers

S. No	Names of Purchasers	PAN	Address	DP Name	DP ID	Client ID	Sale Shares	Purchase Price INR
1	Mr. Venkata Subbaraju Penmetsa	AGCPP3664R	Plot No.372, Road No22, Jubilee Hills Hyderabad 500033	Kotak Securities Limited	IN300214	26593355	2,446	2,55,38,686
2	Mrs. Rajyalakshmi Penmetsa	AGCPP3665Q	Plot No.372, Road No22, Jubilee Hills Hyderabad 500033	Kotak Securities Limited	IN300214	26593363	2,174	2,26,98,734
3	Mr. Vivek Mundra	AFQPM3436D	#14-05 Draycott 88 Draycott Park Singapore 259404	Hdfc Bank Limited	IN300126	10007268	6,523	6,81,06,643
4	Dr. Nageshwar Reddy Duvvur	ABVPD6682P	A-27 Journlist Colony Shaikpet, Jubilee Hills Hyderabad 33	Kotak Securities Limited	IN300214	26486010	4,349	4,54,07,909
5	Ms. Bindiya Mahapatra	AFTPM3490A	93 Grange Road, #09-07 Grange Residences, Singapore 249614	Kotak Securities Limited	IN303173	20035207	2,174	2,26,98,734
6	Mr. Venkata Krishnam Raju Alluri	ADYPA2159F	Flat No 307C Hanging Gardens Road No 10, Banjara Hills Hyderabad 34	Zen Securities Ltd	IN302863	10356394	1,359	1,41,89,319
7	Mr. Vijay Kumar Raju Alluri	ADYPA2161R	Flat No 201 Grand Milieu Apartments Road No 14, Banjara Hills Hyderabad 34	IIFL Securities Ltd.	12044700	07320741	544	56,79,904
8	Pilot Consultants Private Limited	AABCP6293N	Sushila Apartments, 13, Mahendra Road, 1st Floor, Kolkata	Eureka Stk & Sh Bkg Serv	IN302105	10823868	1,087	1,13,49,367

AM



Chinn

SB

NR



9	Plutus Capital (partnership firm)	AATFP9152H	204, Ceejay House, Dr. Annie Besant Road, Worli, Mumbai - 400018	IIFL Wealth Distribution Services Limited	IN304158	10015696	1,087	1,13,49,367
---	-----------------------------------	------------	--	---	----------	----------	-------	-------------



AM

Sb

JK

SCHEDULE 2

Details of the Other Sellers

S.NO	PARTICULARS	PAN	ADDRESS
1.	ANSHUMAN MADAN MALUR	BMJPM6310H	Flat No. A 1203, A- Wing, 19th Floor, Ashok Tower, Dr. SS Rao Road, Lalbaug Flyover, Parel (East), Mumbai- 400012 Maharashtra (India).
2.	SHAKENDRA BHANDARI	AHXPB4384J	201 Subhlabh Appt New Keshav Ngr, Udaypur, Udaipur, Rajasthan India- 313001.
3.	YATHARTH RATADIYA	AOMPR0744J	D-504 Beach Classic Chs Ltd, Shimpoli Gorai Rd Nr Pumping, Station Borivali (West) Mumbai Maharashtra- 400092.



AM

S b



YR

SCHEDULE 3

Details of Sale Shares and Purchase Price for Sellers

S.NO	PARTICULARS	Purchase Price per share (INR)	Sale Shares	Purchase Price (INR)_
1	DMI FINANCE PVT LTD	10441	21,187	22,12,13,467
2	ANSHUMAN MADAN MALUR	10441	242	25,26,722
3	SHAKENDRA BHANDARI	10441	242	25,26,722
4	YATHARTH RATADIYA	10441	72	7,51,752
			21,743	22,70,18,663



AM

S b

SCHEDULE 4

Bank Account Details of the Sellers

1. DMI Finance Private Limited

Bank Name: KOTAK BANK LTD
Account Name: DMI FINANCE PRIVATE LIMITED
Bank Branch: DELHI BRANCH, CONNAUGHT Place
Bank Account Number 8011695994
Bank Account Type: CURRENT
IFSC Code: KKBK0000172

2. Mr. Anushman Madan Malur

Bank Name: AXIS BANK LTD
Account Name: Anshuman Madan Malur
Bank Branch: Axis Bank Parel Branch, Mumbai
Bank Account Number 913010046223502
Bank Account Type: Saving Account
IFSC Code: UTIB0001046

3. Mr. Shakendra Bhandari

Bank Name: ICICI Bank Ltd
Account Name: SHAKENDRA BHANDARI
Bank Branch: ANDHERI LINK ROAD BRANCH, Mumbai
Bank Account Number: 102801501105
Bank Account Type: Saving Account
IFSC Code: ICIC0001028

Sb

4. Mr. Yatharth Ratadiya

Bank Name: HDFC Bank Ltd
Account Name: Yatharth Ratadiya
Bank Branch: Churchgate Branch, Mumbai
Bank Account Number: 05011050118835
Bank Account Type: Saving Account
IFSC Code: HDFC0000501

AM



YR