

TERMS OF SALE AND PURCHASE

The Buyer ("Buyer") and Seller ("Seller") of shares acknowledge and confirm to the below mentioned terms of sale and purchase ("**Terms**"). These Terms are entered into by and between the Seller and the Buyer, for the sale and purchase of such number of equity shares of a company at such price ("**Purchase Price**") as is defined in the **DEAL SHEET** ("**Transaction**"). Each of the Seller and Buyer may be referred to as a "**Party**" or collectively as the "**Parties**". The Parties hereby designate Mitcon Credentia Trusteeship Services Ltd, a SEBI registered trusteeship company, to provide escrow agent services for the Transaction ("**Trustee**"). Further, the Parties intend to carry out the Transaction on the platform of Unlisted Assets Private Limited i.e. www.unlistedassets.com ("**Platform**"). **NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. CONSUMMATION OF THE TRANSACTION:

- 1.1 **PURCHASE PRICE:** The Purchase Price shall be paid in accordance with the terms as stated in these Terms and on the Platform and the same shall be credited to the account of the Seller upon the successful transfer of the Shares. The Buyer acknowledges that the Purchase Price is both fair and reasonable and fairly represents the market value obtainable, in its opinion, for such Shares. The Buyer has conducted their independent valuation of the Shares and its respective due diligence and accordingly has agreed to purchase the Shares at the Purchase Price, which in Buyer's opinion is commercially reasonable. Notwithstanding anything else herein to the contrary, the Buyer may withhold (or may cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to these Terms such amount or other taxes as may be required to be withheld pursuant to any applicable law or regulation. The Parties shall be solely responsible for their respective compliances with respect to the Transaction including but not limited to filing of their respective tax returns or other documents with the relevant authority, as may be applicable.
- 1.2 **CLOSING ACTIONS:** The consummation of the Transaction shall be done by the Parties in a time bound process in accordance with the terms as stated in these Terms and on the Platform. The Seller shall for the consummation of the Transaction deliver duly executed irrevocable instruction slip (DIS) or e-DIS or an acknowledgement for online transfer of Shares through Easiest facility of CDSL or Speed-E facility of NSDL (along with such documents and other processes as may be required for the transfer) to the depository participant, for the transfer of Shares to the Buyer's demat account and take such measures for the verification of the share transfer and in order to complete the Transaction as may be prompted by the depository participant including verification by way of one time password. Thereafter, the Seller shall confirm and upload on the Platform immediately upon receiving, a copy of the mail or statement received from either the relevant depository participant or the broker confirming that the Shares have been debited from the Seller's demat account. For the avoidance of doubt, this process would be done by the Seller offline.
- 1.3 The Parties are consummating the closing of the Transaction remotely pursuant to these Terms by the exchange of documents and e-signatures/electronically exchanged acceptances (i.e., their electronic counterparts). On the date of consummation of the Transaction the events set out in this clause 1 shall have been deemed to have occurred simultaneously and no event set out in any clause for any action shall have been deemed to have occurred unless all the events and actions have occurred in the manner as set out herein and the Platform. Upon the consummation of the Transaction, the Seller shall sell and transfer to the Buyer and the Buyer shall purchase and acquire from Seller, the Shares, free and clear of all liens.

2. REPRESENTATIONS AND WARRANTIES OF THE PARTIES: The Buyer and the Seller, as may be applicable, hereby warrant and represent that:

- (a) The Parties have complete authority to accept these Terms, to perform their respective obligations and to consummate the actions and obligations contemplated hereby.
- (b) These Terms have been duly and validly accepted by the Parties. Upon acceptance and delivery of these Terms, the Terms shall constitute legal, valid, and binding obligation of such Parties.

- (c) The Buyer shall ensure that Buyer has enough liquid funds at the time of buying the Shares which are sufficient to pay Purchase Price and the payment of the Purchase Price shall be from funds from a legal source of income, free of any liens or other encumbrances, and freely available for disposition to the Seller upon receipt.
- (d) The Buyer is not a Competitor of the Company. "Competitor" shall mean and include any person or entity that offers or is actively planning to offer any competitive products or services in the industry in which the Company is operating.
- (e) There are no actions, suits, or proceedings, pending or threatened, against or affecting the Parties, before any court or administrative body or arbitral tribunal which might materially or adversely affect the ability of the Parties to meet and carry out the obligations under these Terms.
- (f) Acceptance, delivery, and performance of these Terms does not and will not conflict with, or result in a breach of, or constitute a default under any instrument by which the Parties are bound.

3. COVENANTS:

- (a) Each of the Parties hereto covenant that it shall do all the acts, deeds and things as may be reasonably necessary to give full effect to the Transaction. The Parties understand and agree that each Party shall be responsible for obtaining all the internal or external approvals including any corporate approvals, if necessary, required for completion of their respective commitments and to give effect to the Transaction.
- (b) Each of the Parties hereto confirm and undertake that there are no contractual or any other arrangements in place, which restrict their right to sell the Shares and each Party has read and understood the provision of Section 58 (*Refusal of registration and appeal against refusal*) of the Companies Act, 2013 and are aware that the Company may refuse to make changes to register of shareholders for a 'sufficient cause' or owing to certain contractual restrictions or private arrangements.

4. DELAY OF PAYMENT WHEN PAYMENT DATE IS NOT A BUSINESS DAY: The Parties hereto acknowledge, confirm, and understand that if the due date for a payment is not a Business Day (defined below below), then such payment will be made on the day immediately following Business Day. "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks or depository or other relevant participants necessary for initiating share transfer are authorized or required by law to remain closed.

5. TENURE AND TERMINATION: This Transaction shall continue to be valid and in full force and effect, unless it is terminated in accordance with Clause 5 and as per the process specified on the Platform. The Transaction shall automatically terminate in the event the consummation of the Transaction does not occur of the Terms. Termination of the Transaction releases both Parties from their obligation to effect and to receive future performance.

6. ROLE OF PLATFORM:

- I. The Parties acknowledge, confirm, and undertake that the website of UAPL is only an online platform that enables the parties to independently transact on the website, at the price deemed commercially reasonable by such parties from any location within India, a spot delivery contract. The Parties further acknowledge, confirm and undertake that www.unlistedassets.com or UAPL or its affiliates cannot be a party to or control in any manner any such transactions on the Platform.
- II. The Parties hereby confirm and acknowledge that all the communication among them, with respect to this Transaction, shall be routed strictly through the Platform or their representatives. All the acts of the Platform as such shall be deemed to be acts on behalf of the Parties, and not on behalf of the Platform individually. The Platform shall not be liable to any Party, for any liability or obligation of any Party, including but not limited to non-performance of any of the acts as contemplated herein or otherwise, or for any error of judgment, or any act done, or step taken, or omitted, by the Platform in good faith, or for any mistake in fact or applicable law or for anything which it may do or refrain

from doing as part of this Transaction, except in the case of fraud carried on by such Platform as determined by the final non-appealable order of a court of competent jurisdiction. Each Party acknowledges and confirms that it will not claim that the Platform owes a fiduciary or similar duty to any such Party in connection with the Transaction or the process leading thereto.

7. **STAMP DUTY:** The Parties hereto acknowledge, confirm, and undertake that the stamp duty amount applicable on this Transaction shall be borne solely by the Seller.

8. **GENERAL:** Each Party hereto agrees that it shall bear by itself all costs and expenses incurred by it for any discussions, negotiations, or procuring expert opinions from third parties etc. in connection with the Transaction hereof, including but not limited to cost and expenses associated with using the Platform or any other professional advisor. It is agreed by the Parties that in any event where a part or parts of these Terms are held unenforceable for any reason, foreseeable or unforeseeable, the remaining part of the Terms shall continue in full force and effect. These Terms will be binding on the Parties hereto and their respective successors and permitted assigns. The Parties have participated voluntarily in the Transaction; accordingly, in the event an ambiguity or a question of intent or interpretation arises, these Terms shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of these Terms. These Terms entered into pursuant to its terms, constitutes the entire Terms between the Parties with respect to the Transaction contained in these Terms and supersedes all prior Terms, whether written or oral, with respect to such Transaction . These Terms shall be governed by the laws of Republic of India. The jurisdiction for disputes has been mutually decided and agreed to be exclusively at Delhi.

NOTES:

- USER ARE REQUIRED TO ABIDE TO ALL GUIDELINES/UNDERTAKINGS/DISCLAIMERS/TIMELINES (IF ANY) PRESCRIBED ON THE PLATFORM FOR TRANSACTION PROCESS AND SHOULD ADHERE TO THE TERMS & CONDITIONS OF THE PLATFORM
- NOT ADHERING TO TIMELINES, IF SUGGESTED, ON THE PLATFORM CAN RESULT IN TRANSACTION FAILURE/CANCELLATION AND CAN ENTITLE TO UAPL OF ITS FEES FOR DEFAULTING PARTIES or FROM BOTH PARTIES
- THIS TRANSACTION PROCESS MAY BE MODIFIED FROM TO TIME BY UAPL, AT ITS OWN DISCRETION AND WITHOUT OBTAINING ANY PRIOR APPROVAL OF THE PARTIES, TO DO COMPLIANCE WITH APPLICABLE LAWS OR TO BRING MORE TRANSPARENCY AND SAFETY OF FUNDS OR TO CREATE BETTER USER EXPERIENCE OR MAKE IT MORE TIME EFFICIENT.
- PARTIES ACKNOWLEDGE THAT THE PURCHASE PRICE IS EXCLUSIVE OF FEE PAYABLE TO UAPL, WHICH WILL BE CHARGED SEPARATELY ON THE PLATFORM