



हिमाचल प्रदेश HIMACHAL PRADESH

C 812039

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (“**Agreement**”) is executed at Baddi on this 31st day of December 2021 (“**Execution Date**”) by and between:

PARTIES:

- 1 **UNIVENTIS MEDICARE LIMITED**, a Company incorporated under the Companies Act, 2013 and having its registered office at Plot No. 63, EPIP, Phase-I, Jharmajri, District Solan, Baddi Solan-173205, Himachal Pradesh, India (hereinafter referred to as the “**UNIVENTIS**” or Company , which expression shall unless it be repugnant to the subject or context include its successors and permitted assigns) of the **FIRST PART**.
- 2 **INNOVA CAPTAB LIMITED**, a Company incorporated under the Companies Act, 1956 and having its registered office at Office No. 606, Ratan Galaxie-6th Floor, J.N. Road, Plot No. 1, Mulund (W), Mumbai ,Maharashtra-400080, and Corporate office at AT 1281/1, Hilltop Industrial Estate, Near Epip, Phase-I, Jharmajri, District , Solan , Himachal Pradesh, India (hereinafter referred to as the “**INNOVA**”, which expression shall unless it be repugnant to the subject or context include its successors and permitted assigns) of the **SECOND PART**.
- 3 **PERSONS LISTED IN SCHEDULE 1**, (hereinafter referred to individually as a “**Seller**” and collectively as the “**Sellers**”, which expression shall include their respective heirs, executors, administrators, successors and permitted assigns) of the **LAST PART**.

UNIVENTIS, INNOVA and the SELLERs shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".

BACKGROUND:

- A. Innova is engaged in the Business of manufacturing of pharmaceutical, drugs & Healthcare Products.
- B. Univentis is engaged in the business of Sale, Purchase, import, export, wholesale and retail trading, distributors, stockiest, traders, marketing of Pharmaceutical, drugs & Healthcare Products.
- C. As on the Execution Date, the authorized share capital of the Univentis is INR 50,00,000 (Indian Rupees Fifty Lakh Only) divided into 5,00,000 (Five Lakh) Equity Shares of face value of INR 10 (Indian Rupee Ten Only) each, and the issued, subscribed and paid-up share capital of the Company is INR 15,00,000 (Indian Rupees Fifteen Lakh Only) divided into 1,50,000 (One Lakh Fifty Thousand) Equity Shares of face value of INR 10 (Indian Rupee Ten Only) each. The Fully Diluted Share Capital of the Company as on Execution Date is set out in **SCHEDULE II** to this Agreement.
- D. As on the Execution Date (prior to Closing), the Sellers are the valid legal and beneficial owners of an aggregate of 15,00,00 (One Lakh fifty thousand) Equity Shares representing 100% (Hundred percent) of the Fully Diluted Share Capital as on Execution Date (hereinafter collectively referred to as the "Sale Shares"), in a manner, the details of which have been set out in **SCHEDULE II** to this Agreement.
- E. Innova is desirous of purchasing the Sale Shares from the Sellers in accordance with the terms and conditions of this Agreement.
- F. Accordingly, the Parties are entering into this Agreement to record the terms and conditions for sale and purchase of Sale Shares of the Univentis and other matters incidental thereto.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement, and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

1.1. Definitions

- 1.1.1. "Act" shall mean the Companies Act, 2013 together with the rules thereunder, as may be amended, modified, supplemented or re-enacted from time to time, as may be applicable.
- 1.1.2. "Affiliates" shall mean, with respect to any Person, any company, corporation, association or other Person, which, directly or indirectly, Controls, is Controlled by or is under common Control with the first named Person. If such Person is an individual, the term "Affiliate" shall include a Relative of such individual.
- 1.1.3. "Agreement" means this Share Purchase Agreement and all attached Annexures, Schedules, Exhibits and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement.
- 1.1.4. "Articles" or "Articles of Association" means the articles of association of Company.
- 1.1.5. "Board" or "Board of Directors" means the board of directors of Company.
- 1.1.6. "Business Day" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Mumbai, India.
- 1.1.7. "Charter Documents" shall mean, with respect to a Person (other than natural Persons), the articles of association and memorandum of association, or similar organizational or

incorporation documents of such Person.

- 1.1.8. **“Claims”** means any demand, action, cause of action, damages, loss, costs, liability or expense, including, without limitation, reasonable professional fees and all costs incurred in pursuing any of the foregoing or any proceeding relating to any of the foregoing.
- 1.1.9. **“Equity Shares”** shall mean fully paid-up equity shares of face value of Rs. 10/- (Rupee Ten Only) each in the Share Capital.
- 1.1.10. **“Conditions Precedent”** shall mean the Closing Conditions Precedent.
- 1.1.11. **“Confidential Information”** shall have the meaning given to such expression in Clause 11.1.
- 1.1.12. **“Consents”** shall mean any approval, consent, ratification, waiver, notice or other authorization of or from or to any Person (including a Governmental Approval) that may be required for any purpose including (i) the execution of the Definitive Agreements, (ii) the consummation of the transactions contemplated by the Definitive Agreements, and (iii) carrying on the Business in a lawful manner.
- 1.1.13. **“Control”** means the possession, direct or indirect, of the power to control, direct or cause the direction of the management or policies of a Person (including by reason of the power to veto any material business decision relating to operations or management), whether (i) through ownership of at least 50% of voting shares where the controlled entity is an unlisted entity and in case where the controlled entity is listed entity through ownership of largest number of voting shares, or (ii) by contract or (iii) otherwise (and the term, “controlled by”, “controlling”, “non-controlling” and “under common control with” shall be construed accordingly).
- 1.1.14. **“Director”** means a director of Company.
- 1.1.15. **“Encumbrances”** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, Transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

“Equity Shares” shall mean all such equity shares issued by the Company including Common Equity Shares.

- 1.1.16. **“Closing”** shall mean due completion of the events set out in Clause 7.
- 1.1.17. **“Closing Date”** shall mean the date on which the Closing occurs.
- 1.1.18. **“Closing Conditions Precedent”** shall mean the conditions set out in **Part A of SCHEDULE III**.
- 1.1.19. **“Closing Resolutions”** shall mean the following resolutions, in the form acceptable to Acquirers (unless anything waived by Acquirers in writing), with respect to the Company:
- Resolutions of the Board: (a) approving and recording the transfer of the Closing Sale Shares from the relevant Sellers to Acquirers in the demat mode and updating the statutory registers / Register of beneficiary of the Company in respect of the same;
- 1.1.20. **“Closing Purchase Consideration”** shall mean an aggregate consideration of INR 60,00,00,000 (Indian Rupees Sixty Crores Only), payable by Acquirers to the Sellers for purchase of the Sale Shares, each at a price of Sale Share Purchase Price, in the following manner:

Sr. No.	Promoter	Number of Shares	Purchase Consideration (INR)
1.	Manoj Kumar Lohariwala	49,750	19,90,00,000
2.	Vinay Kumar Lohariwala	49,750	19,90,00,000
3.	Vandana Lohariwala	25,100	10,04,00,000
4.	Chhavi lohariwala	25,100	10,04,00,000
5.	Rohit Lohariwala	100	4,00,000
6.	Sita Devi Lohariwala	100	4,00,000
7.	Vandana Gohlyan	100	4,00,000
	Total	150,000	60,000,000

- 1.1.21 "Closing Long Stop Date" shall mean the day falling on expiry of 3 (Three) Business Days from Execution Date;
- 1.1.22 "Fully Diluted Basis", with respect to any share, security, note, option, warrant or instrument convertible into Equity Shares, shall mean the deemed conversion of such share, security or convertible instrument into Equity Shares in accordance with the provisions of applicable Law and the terms of issue of such share, security, note, option, warrant or instrument as of the relevant date.
- 1.1.23 "Fully Diluted Share Capital" shall mean the Share Capital calculated on a Fully Diluted Basis.
- 1.1.24 "Governmental Approval" means any authorization, approval, consent, licence or permit required from any Governmental Authority.
- 1.1.25 "Governmental Authority" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.
- 1.1.26 "Indemnifying Party" shall mean Sellers and/or Promoters, as applicable.
- 1.1.27 "Intellectual Property Right(s)" means (i) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered), (ii) applications for registration, and rights to apply for registration, of any of the foregoing rights and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.
- 1.1.28 "Law(s)" mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and/ or of any statutory authority in India.
- 1.1.29 "Long Stop Date" shall mean Closing Long Stop Date.
- 1.1.30 "Material Adverse Effect" shall mean a change or occurrence in applicable Law and/or any act or omission of the Sellers, that has or could reasonably be expected to **have a material adverse change on the (a) Business, operations, or financial conditions, assets, liabilities and/or results or operations of the Company; or (b) the ability of any of the Sellers, to perform their obligations under this Agreement; or (c) the validity or enforceability of this Agreement or of the rights or remedies of any of the Acquirers.**
- 1.1.31 "Memorandum of Association" means the memorandum of association of Company.
- 1.1.32 "Owner" shall have the meaning given to such expression in Clause 11.1.

- 1.1.33 "Person(s) means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization.
- 1.1.34 "Promoters" shall mean collectively, Mr. Vinay Kumar Lohariwala, Mr. Manoj Kumar Lohariwala, Mrs. Vandana Lohariwala, Mrs. Chhavi Lohariwala, Mr. Rohit Lohariwala, Mrs. Sita Devi Lohariwala, Mrs. Vandana Golyan.
- 1.1.35 "Purchase Consideration" shall mean Closing Purchase Consideration, as the case maybe.
- 1.1.36 "Recipient" shall have the meaning given to such expression in Clause 11.1.
- 1.1.37 "Sale Shares" shall Closing Sale Shares, as the case maybe.
- 1.1.38 "Sale Share Purchase Price" shall mean purchase consideration for each Sale Share, being INR 4000 / (Indian Rupees Four Thousand Only) per share.
- 1.1.39 "Seller Designated Bank Account" shall mean such bank account maintained by the respective Sellers to which the Acquirers shall remit the respective portion of Purchase Consideration, in accordance with the terms of this Agreement, the details of which are as set out in SCHEDULE X.
- 1.1.40 "Share Capital" shall mean the fully subscribed and paid up share capital of the Company at any point of time.
- 1.1.41 "Shares" shall mean shares in the Share Capital, whether equity or preference, and shall include other securities and instruments convertible into Shares.
- 1.1.42 "Shareholder" shall mean and refer to any shareholder of Company and "Shareholders" shall mean and refer to all the shareholders of Company.
- 1.1.43 "Taxation" (including with correlative meaning, the terms Tax and Taxes) means (a) any and all taxes, assessments and other charges, duties, impositions and similar liabilities imposed by any Governmental Authority, including without limitation taxes based upon or measured by gross receipts, income, profits, sales and value added, withholding, payroll, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts; (b) any liability for the payment of any amounts by Company as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (c) any liability for the payment of any amounts by Company as a result of any express obligation to indemnify any other Person or as a result of any obligation under any agreement or arrangement with any other Person with respect to such amounts and including any liability for Taxes of a predecessor entity.
- 1.1.44 "Third Party" means any Person that is not a signatory to this Agreement.
- 1.1.45 "Transfer" shall mean any reference to a "Transfer" of Shares or other voting interests of a Party and shall include (i) any transfer or other disposition of such securities or voting interests or any interest therein; (ii) any sale, assignment gift, donation, redemption, conversion or other disposition of such Shares or any interest therein, pursuant to an agreement, arrangement, instrument or understanding by which legal title to or beneficial ownership of such securities or any interest therein passes from one Person to another Person or to the same Person in a different legal capacity, whether or not for value; (iii) the granting of any Shares interest, lien, pledge/ mortgage, encumbrance, hypothecation or charge in or extending or attaching to such securities or any interest therein.

1.2 Interpretation

1.2.1 Any reference to any statute or statutory provision shall include:

- a. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
- b. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into

under this Agreement prior to the Execution Date and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- 1.2.2 **Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.**
- 1.2.3 **References to the masculine, the feminine and the neuter shall include each other.**
- 1.2.4 **The recitals and schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and schedules to it. Any references to Clauses and schedules are to Clauses and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the schedule in which the reference appears.**
- 1.2.5 **A reference to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.**
- 1.2.6 **A reference to this Clause shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs.**
- 1.2.7 **A reference to a party shall include that party's personal representatives, successors and permitted assigns.**
- 1.2.8 **Headings to Clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement.**
- 1.2.9 **A reference to in writing includes any communication made by letter or e-mail (unless otherwise expressly provided in this Agreement.).**
- 1.2.10 **Unless otherwise specified, any reference to a time of day is to Indian Standard Time.**
- 1.2.11 **Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.**
- 1.2.12 **The recitals and Schedules constitute an integral part of this Agreement.**
- 1.2.13 **Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.**
- 1.2.14 **References to a document in agreed form are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.**
- 1.2.15 **Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.**
- 1.2.16 **Any obligation on a party not to do something includes an obligation not to allow that thing to be done.**
- 1.2.17 **Any reference to "writing" includes printing, typing, lithography, e-mail (with read receipt confirmation) 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.**
- 1.2.18 **Unless expressly provided otherwise in this Agreement, the Sellers shall be jointly and severally liable for their obligations, undertakings and liabilities arising under this Agreement.**
- 1.2.19 **This Agreement is a joint draft product of the Parties and any rule of interpretation interpreting agreements against a party primarily responsible for drafting the agreement**

shall not be applicable to this Agreement.

- 1.2.20 Each right, entitlement or obligation of the Acquirers under this Agreement shall be exercisable unilaterally and severally by each of the Acquirers, independent and separate to the exercise of such rights by the other Acquirer and the Acquirers shall exercise any of their rights on a unilateral basis (and for all purposes, the Acquirers shall be treated as distinct entity and not part of a single block together) and any right, entitlement or obligation of any of the Acquirers shall not affect the right, entitlement or obligation of the other.
- 1.2.21 The terms of this Agreement must be read together with the terms and conditions captured in the Shareholders' Agreement to give effect to or interpret the entire meaning and effect of a clause under this Agreement.

2. TRANSACTION

The Acquirers shall not be required to and shall not deduct any tax at source from Purchase Consideration payable to Sellers since the same is not mandated under the Income Tax Act, 1961 for payments made to residents in purchase of unlisted shares.. Taxes applicable on the sale of Sale Shares by the Sellers shall be solely borne by the Sellers. Stamp duties payable on the transfer of the Sale Shares, if any, shall be borne by the Sellers. Provided, however, the Company agrees to cooperate fully with the Sellers as and when the relevant Governmental Authorities scrutinizes their returns for the income of the Financial Year 2020-21, with regards to providing documentary evidence and/or answering queries regarding the valuation of the Company, solely for the purpose of transactions envisaged under this Agreement.

3. Closing

- 3.1 Subject to the terms and conditions of this Agreement, upon fulfilment of the Closing Conditions Precedent (unless specifically waived in writing by INNOVA, in respect of themselves) to the satisfaction of Acquirers on or prior to Closing Long Stop Date, INNOVA agree to purchase, and Sellers agree to sell to INNOVA on the Closing Date, the Closing Sale Shares for an aggregate consideration equal to the Closing Purchase Consideration. On the Closing Date, inter alia, the Closing Sale Shares shall be transferred by Sellers to INNOVA and simultaneously, Closing Purchase Consideration shall be remitted by INNOVA to Sellers, in accordance with Clause 5.2 of this Agreement.
- 3.2 The Fully Diluted Share Capital as on the Execution Date (prior to Closing), shall be as set forth in SCHEDULE II. The Fully Diluted Share Capital (i) immediately after the Closing on the Closing Date, shall be as set forth in SCHEDULE IV.
- 3.3 Each Seller hereby irrevocably waives all or any pre-emption rights or any similar rights, by whatever name called, which restrict or may restrict the Transfer of the Sale Shares as contemplated under this Agreement in any manner as provided under the Charter Documents or any pre-existing shareholders agreement to which it/ he/ she is a party or any other similar rights and gives any consent necessary, in each case so as to enable the Transfer of the Sale Shares to INNOVA to be completed free of any such pre-emption rights.
- 3.4 Subject to relevant Closing having taken place, title and interest attached or accruing to the Sale Shares (including the right to receive all dividends and distributions of any kind and any other sum received or receivable, declared, paid or made in respect of the relevant Sale Shares on or after the relevant Closing) shall stand Transferred to the relevant Acquirer on respective Closing and the Sellers shall not be entitled to retain any right or interest in respect thereof.

The Sellers hereby agree and acknowledge that they are entering into this Agreement out of their own consent/volition and are fully aware of the terms and conditions specified herein. The Sellers acknowledge that the Purchase Consideration per share paid to them for Sale Shares is above the book value of the shares of the Company as certified by a Registered valuer. Accordingly, the Sellers hereby (i) confirm and undertake to the other Parties that they shall not in any manner dispute the quantum of the Purchase Consideration as consideration for Sale Shares or the manner of determination thereof; (ii) irrevocably and unconditionally waives any causes of action that it has or may have in connection with or arising out of the quantum of the Purchase Consideration as consideration for Sale Shares or

the manner of determination thereof

4. CONDITIONS PRECEDENT

4.1 Transfer of Sale Shares and Closing shall be subject to **the fulfillment** (or where permissible under Law, express waiver or extension in writing by UNIVENTIS, in respect of themselves and at their sole discretion) of the Closing Conditions Precedent listed under Part A of SCHEDULE III hereunder, by the Sellers, to the satisfaction of the Acquirers in writing. The Sellers agree that the Closing Conditions Precedent shall need to be fulfilled (to satisfaction of Acquirers) on or prior to Closing Long Stop Date.

4.2 Responsibility of satisfaction of Conditions Precedent

4.2.1 The Parties shall cooperate with each other and provide all necessary information and assistance required for the satisfaction of the Conditions Precedent in good faith and with best intentions upon being requested to do so by the other Parties and execute and do all acts, deeds, matters and things whatsoever as are or may be necessary or desirable for implementing or giving effect to the terms of this Agreement.

4.2.2 If any Seller becomes aware of any event or circumstance which will or may prevent any of the relevant Conditions Precedent from being satisfied, the relevant Seller shall forthwith notify the Acquirers in writing.

4.2.3 Each of the Sellers undertake that, from the Execution Date until the Closing Date, save in so far as agreed in writing by Acquirers, it shall not take, or omit to take, any action that might have a Material Adverse Effect on any relevant Closing or the likelihood of any relevant Closing.

5. Waiver and Non Satisfaction

5.1 In the event that any of the Closing Conditions Precedent, as the case may be, is not satisfied within Closing Long Stop Date, respectively, Acquirers shall have the right (but not the obligation) to:

- a) waive such relevant Conditions Precedent, in writing, and in such event the Parties shall proceed to relevant Closing in terms of the provisions of Clause 5 below; or
- b) extend the relevant Long Stop Date till such day as it may reasonably deem necessary for completion of such relevant Conditions Precedent, by issuance of Notice in writing.

6. Failure to fulfil Conditions Precedent

Notwithstanding anything in this Agreement, if any of the relevant Conditions Precedent are not satisfied or waived in terms of Clause 3.3, as the case may be, on or before the respective Long Stop Date or an extended Long Stop Date then Acquirers may elect to terminate this Agreement in respect of themselves; provided, however, the rights, interests and benefits accrued to Acquirers as on date of such termination shall continue to subsist.

7. CLOSING

7.1 Subject to the satisfaction of the Conditions Precedent as specified in Clause 3.1, Clause 3.2 and Clause 3.3 (as applicable), the closing for sale and purchase of the respective Sale Shares ("Closing") shall take place at the registered office of the Company or such other place as the Parties may agree to in writing.

7.2 **On the Closing Date, the following events shall take place simultaneously:**

Acquirers shall remit their respective portion of Purchase Consideration to the Sellers in their respective Seller Designated Bank Account by way of wire transfer or such other method as may be acceptable to the Parties;

7.3 **The Sellers shall jointly and severally procure the delivery to Acquirers of:**

relevant Closing Sale Shares in the designated demat account of the Acquirers (as intimated by the Acquirers in writing), by issuing necessary delivery instruction slips to the Sellers' respective depository participant.

7.4 **The Company shall:**

- a. pass the Closing Resolutions and provide the Acquirers with certified true copies of each such resolutions;
- b. provide certified true copy of the statement of the depository / beneficiary position statement containing the name of the Acquirers as a holder of the relevant Closing Sale Shares;
- c. provide the Acquirers with certified true copies of the updated statutory registers recording the Acquirers as holder of the relevant Closing Sale Shares;

8. **Entire Action**

The Parties agree that each of the actions provided for in Clause 4 above shall take place on the relevant Closing Date and if any of the actions does not take place, then the relevant Closing shall be deemed not to have occurred. The Parties agree that when each of the actions provided for in Clause 4 above have taken place, and all such actions and/ or conditions have been fulfilled, the said Business Day on which the last of such actions and/ or conditions, as provided for under Clause 4, shall be the relevant Closing Date. In the event the Sellers or Acquirers, as the case maybe (each a "Defaulting Party"), do not perform their obligations as maybe required by them to be performed on each relevant Closing Date, then the non Defaulting Party shall be entitled to terminate this Agreement and the Agreement shall **be of no further force or effect and the relevant Parties shall not have any further right or claim or cause of action against any other under or pursuant to this Agreement save in respect of any antecedent breaches of this Agreement.** However, this shall not preclude either Parties to seek legal remedies by way of specific performance suits against the other Party in order to ensure performance of obligations under the Agreement.

9. **INDEMNITY**

- 9.1 The Sellers hereby jointly and severally agree to defend, indemnify and hold Acquirers, Company and their respective officers, directors, employees, agents and authorised representatives (the "Indemnified Party" and collectively "Indemnified Parties") harmless from and against all Losses, as a result of, in connection with or arising out of:
- a. any breach by any Seller of any of its obligations, covenants or agreements contained herein;
 - b. Provided further that any Losses due to non-compliance as referred to in Clause 2.10 shall not be covered by indemnity under this Clause 8.
- 9.2 The obligation of the Indemnifying Parties to indemnify the Indemnified Parties pursuant to this Clause 8 shall arise immediately upon the Company and/or the Indemnified Persons incurring any liability pursuant to a Claim, and shall be made good within a period of 15 (Fifteen) days from the receipt of notice from Indemnified Parties intimating the Indemnifying Parties of a Claim; provided, if right of appeal or defense is available to the Indemnifying Parties in respect of a Claim and the Indemnifying Party does not exercise such right within 90 (ninety) days of such right being available to them, then, pursuant to this Clause 8, any liability arising out of such Claim shall be made good by the Indemnifying Parties to the Indemnified Parties within 15 (fifteen) days from the expiry of the aforesaid 90 (ninety) days. The failure of the Indemnified Parties to notify the Indemnifying Parties of a Claim shall not relieve the Indemnifying Parties of any indemnification responsibility under this Clause 8. It is clarified that the Indemnified Parties may proceed against any or all of the Indemnifying Parties for indemnification of a Claim.
- 9.3 It is hereby clarified that any Loss suffered by the Company shall be deemed to be a direct Loss suffered by respective Acquirer, to the extent of their then shareholding in the Fully Diluted Share Capital, and any Loss suffered by a subsidiary (if any) shall be deemed to be a direct Loss suffered by the Company, to the extent of their shareholding in the fully diluted share capital of such subsidiary.
- 9.4 Any indemnity payments made pursuant to this Clause 8 shall be made free and clear of and without deduction for or on account of any Taxes, charges, fees, costs, expenses or duties,

except as may be required by applicable Law. If any Tax or amount in respect of such charges, fees, costs, expenses or duties must be deducted, or any other deductions must be made, from any amounts payable or paid pursuant to this Clause 8, such additional amounts must be paid by the Indemnifying Parties as may be necessary to ensure that the Indemnified Parties receive a net amount equal to the full amount which it would have received had payment not been made subject to such Taxes, charges, fees, costs, expenses or duties.

- 9.5 In the case of any claim or proceeding made against the Indemnifying Parties or the Company which is covered by the indemnity under this Clause 8, the Indemnifying Parties may, without prejudice to rights of the Indemnified Parties in this Clause 8, by notice to the Indemnified Parties, decide to defend such claim on their own and at their cost. In such an event, the Indemnifying Parties shall have the right to control the defense, negotiation or settlement of such claim or proceeding, provided that (i) any such defense shall only be in consultation with the Indemnified Parties, (ii) the Indemnified Parties shall continue to have the right to be represented by a counsel of its choice, in connection with the defense, negotiation or settlement of such claim or proceeding at the costs and expense of Indemnifying Parties, (iii) any settlement or arrangement in relation to such defense or Claim pertaining to the Company shall only be done with the prior written consent of UNIVENTIS; and (iv) any settlement or arrangement in relation to such defense or Claim pertaining to the Sellers solely shall only be done with the prior consultation with Acquirers.
- 9.6 The indemnification rights of the Indemnified Parties under this Agreement are without prejudice, independent of and in addition to, such other rights and remedies as the Indemnified Parties may have at Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 9.7 Notwithstanding any investigation conducted before or after any relevant Closing Date, and notwithstanding any actual or implied knowledge or notice of any facts or circumstances which the Indemnified Parties may have as a result of such investigation, the Indemnified Parties shall be entitled to rely upon each of the Indemnifying Parties' representations, Warranties, covenants and/or agreements set forth in this Agreement or in any certificate, schedule or exhibit delivered pursuant hereto. The Indemnified Parties may bring a Claim for indemnification under this Clause 8 notwithstanding the fact that the Indemnified Parties had knowledge of the breach or inaccuracy giving rise to such Claim prior to any relevant Closing Date. Furthermore, any knowledge of the Indemnified Parties or the conduct of any investigation in relation to the Company and/or its subsidiaries thereof (actual, constructive or imputed) shall not in any manner affect or limit the right to indemnification, payment of Claims or other remedies with respect to the accuracy, or inaccuracy of or compliance or non-compliance with, any representation, Warranty, covenant, obligation or arrangement set forth herein.
- 9.8 The Indemnified Parties shall not be entitled to recover damages or obtain indemnity or claim a relief more than once in respect of the same Loss, unless the Indemnified Parties have not recovered their Loss in full at the first instance.
- 9.9 The Indemnifying Parties covenant that in the event an Indemnified Party makes a claim against any of them, no Indemnifying Party shall pursue any claim, seek damages or reimbursements from Company in respect of such claim, subject to reimbursements of Director's penalties in accordance with Clause 2.10.

10. **Limitation of Liability:**

The aggregate liability of the Sellers under Clause 8.2, in respect of Losses suffered by the Indemnified Persons shall not exceed 100% (one hundred percent) of the cumulative of Closing Purchase Consideration, actually paid by Acquirers; Provided, such aforesaid limits shall not be applicable for Losses arising due to any breach of any of the Fundamental Warranties or any fraud or gross negligence or willful misconduct of the Sellers, which shall not be limited in any manner;

11. CONFIDENTIALITY

11.1 Confidential Information

11.1.1 For purposes of this Agreement, "Confidential Information" shall mean all written and/or tangible information created by Company or disclosed by any of the Acquirers (in either case "Owner") to the Sellers ("Recipient") which is confidential, proprietary and/or not generally available to the public, including, but not limited to information relating in whole or in part to present and future products, services, business plans and strategies, marketing ideas and concepts, present and future product plans, financial data, business plans. Notwithstanding the foregoing, information shall not be deemed confidential and the Recipient shall have no obligation with respect to any such information which:

- a. is already known to the Recipient; or
- b. is or becomes publicly known through no negligence or other wrongful act of the Recipient, or
- c. is received by the Recipient from a Third Party without similar restriction and without breach of this Agreement, or
- d. is independently developed by the Recipient.

11.2 Treatment of Confidential Information

From the execution of this Agreement until 3 years after the Recipient ceases to be a Shareholder, the Recipient shall, keep confidential and will not disclose to Third Parties, the Confidential Information received from, or made available by, the Owner and will use the same level of care with respect to the Confidential Information as Recipient employs with respect to its own proprietary and confidential information of like importance, and will not use such Confidential Information for any purpose other than the performance of its obligations under this Agreement.

11.3 Notice Prior to Disclosure

If the Recipient is required by Law (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Recipient will promptly notify the Owner of such request or requirement. If the Recipient is compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant legal penalty, the Recipient may disclose only so much of the Confidential Information to the party compelling disclosure as is required by Law.

11.4 Development of Proprietary Information

Any proprietary information/ intellectual property developed by Company or utilized by Company shall remain the property of Company and such ownership shall not be affected by transfer of the Sale Shares from the Sellers to Acquirers.

12. EFFECTIVENESS AND TERMINATION

12.1 Effectiveness

This Agreement shall come into effect on the Execution Date and be binding on each Party until such time that it is terminated in accordance with this Clause 6.

12.2 Termination

12.2.1 Without prejudice to Clause 12.1 above, in the event that, prior to the Closing Date:

- a. Company is wound-up, dissolved or liquidated; or
- b. Company ceases to or is unable to (due to any regulatory, judicial action or otherwise) engage in its present business;
- c. then, save as otherwise agreed between the Parties in writing and without prejudice to either

rights or obligations which may have accrued to or in respect of any Party under this Agreement, this Agreement shall terminate as between the Parties.

12.2.2 This Agreement may, at any time, be terminated by the consent of all Parties hereto. Further, if any of the relevant Conditions Precedent are not satisfied or waived in terms of Clause 3.6 above, as the case may be, on or before the relevant Long Stop Date or an extended Long Stop Date as provided in Clause 3.6 above, as the case may be, then Acquirers may elect to terminate this Agreement.

12.2.3 Furthermore, purchase of the Sale Shares by the Acquirers under this Agreement is subject and dependent upon the truth, satisfaction or fulfilment of each of the representations and Warranties provided in this Agreement and the fulfilment by the Sellers of their respective obligations under this Agreement. Accordingly, if prior to any relevant Closing:

- a. Acquirers become aware of any of the representation or warranties being untrue or inaccurate in any respect;
- b. **any of the Sellers is in breach of any obligation on its part** in terms of this Agreement, which if capable of being remedied, is not remedied within 10 (ten) Business Days, to Acquirers' satisfaction;
- c. **an event occurs which has, or would be likely to have after any Closing, a Material Adverse Effect on the financial condition, prospects or business of Company, as presently carried on**

then, Acquirers may elect not to complete the purchase of their respective Sale Shares under this Agreement by giving notice to the other Parties. In such event, with respect of such Party, this Agreement shall lapse and be of no further force or effect and the relevant Parties shall not have any further right or claim or cause of action against any other under or pursuant to this Agreement save in respect of any antecedent breaches of this Agreement.

12.2.4 **The right to terminate as aforesaid shall be without prejudice to all the rights and remedies under Law available to Acquirers, including the right to seek, as an alternative to termination, specific performance of obligations under the Agreement or terminate the Agreement and seek Losses for the breach committed from any Party during the period prior to such termination.**

12.2.5 **The termination of this Agreement shall not relieve any Party of any obligation or liability accrued prior to the date of termination.**

13. GOVERNING LAW AND ARBITRATION

13.1 Governing Law

This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India, without regard to its principles of conflicts of laws, **and, subject to the provisions of Clause 7.2 (Arbitration), the courts at Mumbai, India shall have exclusive jurisdiction.**

13.2 Arbitration

13.2.1 **The Parties agree to negotiate in good faith to resolve any dispute between them relating to this Agreement.**

13.2.2 **Upon the Parties being unable to resolve the dispute as aforesaid, the disputes or differences shall be submitted to final and binding arbitration at the request of either of the disputing Parties upon written notice to that effect to the other. In the event of such arbitration:**

13.2.3 The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, in force at the relevant time (which is deemed to be incorporated into this Agreement by reference);

13.2.4 **All proceedings of such arbitration shall be in English language. The seat of the arbitration shall be Himachal Pradesh (Solan), India;**

13.2.5 The arbitration panel shall consist of 1 (One) arbitrator mutually appointed by the relevant parties (that is the party(ies) instituting the arbitration proceeding and the respondent party(ies)). In the

event the relevant parties are unable to mutually appoint 1 (one) arbitrator within a period of 30 (thirty) days from the date of such written notice, the arbitration panel shall consist of 3 (Three) arbitrator, where 1 (One) arbitrator each shall be appointed by the instituting party(ies) and the respondent party(ies) and the arbitrators so appointed shall in turn mutually appoint 1 (One) arbitrator.;

13.2.6 Arbitration awards rendered shall be final, binding and not subject to any form of appeal. The Parties shall incur their own costs unless the arbitrator directs otherwise in his award; and

13.2.7 The existence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute.

13.2.8 Each Party shall bear its own costs in connection with such arbitration unless the award allocates or apportions the costs of the arbitration as the arbitral tribunal deems fair.

14. MISCELLANEOUS

14.1 Time of Essence

Each of the Parties hereby agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

14.2 Assignment

The Sellers and Company shall not assign any of their respective rights, liabilities or obligations under this Agreement, without the prior written consent of Acquirers.

15. Severability

15.1 If any term, provision, covenant or restriction of this Agreement or the application thereof to any Person or circumstance shall be held invalid, void or unenforceable by a court of competent jurisdiction or other Governmental Authority to any extent, the remainder of the terms, provisions, covenants and restrictions of this Agreement and the application thereof to Persons or circumstances (other than those as to which any portion of this Agreement is held invalid, void or unenforceable) shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.

15.2 Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

16. Costs and Expenses

Except as otherwise provided in this Agreement, each Party shall pay its own expenses in connection with the preparation and performance of this Agreement and the consummation of the transactions contemplated hereby, including without limitation all fees and expenses of legal and financial advisors, independent accountants and actuaries. All costs and expenses (including payment of applicable stamp duty) in respect of or relating to the execution of this Agreement and transfer of Sale Shares shall be borne by the Sellers.

17. Further Assurance

Each Party shall cooperate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

18. Legal and Prior Rights

All rights and remedies of the Parties hereto shall be in addition to all other legal rights and remedies

belonging to such Parties and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and Claims of any Party hereto, which shall or may have accrued prior thereto.

19. Waiver

19.1 The waiver of any default or breach under this Agreement shall not constitute a waiver of the right to terminate this Agreement for any substantial default of a similar nature or under any other terms and conditions of this Agreement.

19.2 No failure or delay by a Party in exercising any right or remedy provided by applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of each Party under or pursuant to this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under Law. A Party that waives a right in relation to one Party, or takes or fails to take any action against that Party does not affect its rights in relation to any other Party.

20. Amendments

No amendment of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it. The expression "amendment" shall include any amendment, variation, supplement, deletion or replacement however effected. Unless expressly agreed, no amendment shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so amended.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, but all of which together will constitute one and the same instrument. 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.

22. No Agency or partnership

The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Parties or shall be deemed to be the agent of the other Parties in any way.

23. Notices

23.1 Except as may be otherwise provided herein, all notices, requests, waivers and other communications made pursuant to this Agreement shall be in writing and signed by or on behalf of the Party giving it. Such notice shall be served by delivering by email, hand, mail or courier to the address set forth below. In each case it shall be marked for the attention of the relevant Party set forth below. Any notice so served shall be deemed to have been duly given (i) in case of delivery by hand, when hand delivered to the other Party; or (ii) when sent by mail, where 7 (Seven) Business Days have elapsed after deposit in the mail with certified mail receipt requested postage prepaid; or (iii) when delivered by courier, on the 2nd (Second) Business Day after deposit with an overnight delivery service, postage prepaid, with next Business Day delivery guaranteed; or (iv) for electronic mail notification with return receipt requested, upon the obtaining of a valid return receipt from the recipient.

23.2 The details of the Parties for the purpose of this Clause have been set out in **Schedule X**.

24. Entire Agreement

24.1 This Agreement (including all such deeds and documents issued or executed pursuant hereto or referred to herein) constitutes and represents the entire agreement between the Parties with regard to the transaction contemplated hereunder and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.

24.2 Except in the case of fraud, no Party shall have any right of action against any other Party arising out of any pre-contractual statement (whether oral or written) except to the extent such statement is included and given effect to or mentioned under this Agreement.

25. Third Party Benefit

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

26. Successors and Assigns

The provisions of this Agreement shall enure to the benefit of and be binding on the Parties and their respective successors and legal heirs (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party or death of individuals) and legal representatives. Provided that a Party may not assign this Agreement without the prior written consent of other Parties and such consent shall not be unreasonably withheld.

27. Specific Performance of Obligations

The Parties to this Agreement agree that, irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and thereof, and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to seek or enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

[Remaining part of this page intentionally left blank, schedules follow.]

SCHEDULE I: DETAILS OF SELLERS

Sr. No.	SHAREHOLDERS/ ADDRESS	FOLIO NO.	PAN	DP ID AND CLIENT ID	NO OF SHARES
1	Mr Manoj Kumar Lohariwala (House No. 707 Sector- 06, Panchkula, Haryana-134109)	01	AAFPL4298Q	IN301549/ 61926183	49750
2	Mr Vinay Kumar Lohariwala (House No. 227, Sector- 06, Panchkula, Haryana- 134109)	02	AAFPL4300B	IN301436/ 80299334	49750
3	Mrs. Vandana Lohariwala (House No. 707 Sector- 06, Panchkula, Haryana-134109)	03	AAJPL4282A	IN301436/ 80305138	25100
4	Mrs. Chhavi Lohariwala (House No. 227, Sector- 06, Panchkula, Haryana-134109)	04	AJPPS6078L	IN301436/ 80299676	25100
5	Mr Rohit Lohariwala (Ward No. 16, Mohalla Sarawagiyan, Sadulpur Churu, Sadulpur, Rajasthan-331023)	05	ACIPL9368A	IN300513/ 83142194	100
6	Mrs. Sita Devi Lohariwala, (House No. 101, Lohari Ki Gali, Sadulpur, Rajasthan-331023)	07	AAHPL2790H	IN302269/ 14855216	100
7	Mr.Vandana Gohlyan W/O : Ravi Gohlyan, BF-74 East Shalimar, North West Delhi- 110088	06	AIBPG0906A	IN302269/ 90064875	100

SCHEDULE II: FULLY DILUTED SHARE CAPITAL ON EXECUTION DATE

Shareholder	No of Shares (Fully Diluted Basis)	% holding on Fully Diluted Basis
MANOJ KUMAR LOHARIWALA	49,750	33.17%
VINAY KUMAR LOHARIWALA	49,750	33.17%
VANDANA LOHARIWALA	25,100	16.73%
CHHAVI LOHARIWALA	25,100	16.73%
ROHIT LOHARIWALA	100	0.07%
SITA DEVI LOHARIWALA	100	0.07%
VANDANA GOHLYAN	100	0.06%
Total	150,000	100.00%

SCHEDULE III: CONDITIONS PRECEDENTS

Part A: Closing Conditions Precedent

- 1. No event which is or is likely to result in Material Adverse Effect shall have occurred or be threatened.**
- 2. The Sellers shall have obtained all Consents and Governmental Approvals required to be obtained by them and shall have made all requisite filings/intimations/notices as required to be provided, to give effect to and complete the transactions contemplated in the Definitive Agreements.**
- 3. The Sellers shall have procured that the Company takes all requisite corporate and statutory actions as may be required for Closing, including Board/shareholder resolutions approving the execution, performance and delivery of the Definitive Agreements and the transactions contemplated thereunder, etc.**
- 4. The Sellers shall confirm that there are no dues under Section 281 of the Income-tax Act, 1961 or any notices issued against the Sellers as referred under Section 281 of the Income Tax Act, 1961 in respect of any of the Sale Shares.**
- 5. There shall have been no breach of the provisions of the Share Purchase Agreement by any of the Sellers.**

SCHEDULE IV

PART A: FULLY DILUTED SHARE CAPITAL ON CLOSING DATE

Shareholder	No of Equity Shares (Fully Diluted Basis)	% holding on Fully Diluted Basis
Innova Captab Limited	149994	99.99 %
*Manoj Kumar Lohariwala	1	0.0006%
*Vinay Kumar Lohariwala	1	0.0006%
*Chhavi Lohariwala	1	0.0006%
*Vandana Lohariwala	1	0.0006%
*Gian parkash Agarwal	1	0.0006%
*Archit Agarwal	1	0.0006%
Total	150000	100.00%

***Nominee Shareholder on behalf of Innova Captab Limited**

SCHEDULE IX: DETAILS OF DESIGNATED BANK ACCOUNT OF SELLERS

Name of the Seller	Details of Bank account	IFSC Code
MR. MANOJ KUMAR LOHARIWALA	32257360510	SBIN0018341
MR. VINAY KUMAR LOHARIWALA	32122552377	SBIN0018341
MRS. CHHAVI LOHARIWALA	20100948054	SBIN0018341
MRS.VANDANA LOAHRIWALA	20100947979	SBIN0018341
MRS. SITA DEVI LOHARIWALA	59109460257616	HDFC0004832
MRS. ROHIT LOHARIWALA	32228596358	SBIN0018341
MRS. VANDANA GOHLYAN	50100446939430	HDFC0004832

SCHEDULE X: ADDRESS OF THE PARTIES FOR PROVIDING NOTICE

Sl.	Party	Address	Telephone	Email (only for information)
	INNOVA CAPTAB LIMITED	Office No. 606, Ratan Galaxie-6th Floor,J.N. Road, Plot No. 1, Mulund (W), Mumbai Mumbai City MH 400080 IN		cs_icl@innovacaptab.com

Signature page to the Share Purchase Agreement dated 31/12/2021, executed by and between Univentis Medicare Limited, Innova Captab Limited, Vinay Kumar Lohariwala, Manoj Kumar Lohariwala, Chhavi Lohariwala, Vandana Lohariwala, Rohit Lohariwala, Sita Devi Lohariwala and Vandana Gohlyan.

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement, the day and year first above written.

Signed and delivered by and behalf of INNOVA CAPTAB LIMITED

Name: Vinay Kumar Lohariwala

Signature:

A circular stamp with the text "INNOVA CAPTAB LTD. K.A." around the perimeter. Overlaid on the stamp is a handwritten signature in black ink, which appears to be "Vinay Kumar Lohariwala".

(Remainder of the page has been intentionally left blank)

Signature page to the Share Purchase Agreement dated 31/12/2021, executed by and between Univentis Medicare Limited, Innova Captab Limited, Vinay Kumar Lohariwala, Manoj Kumar Lohariwala, Chhavi Lohariwala, Vandana Lohariwala, Rohit Lohariwala, Sita Devi Lohariwala and Vandana Gohlyan.

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement, the day and year first above written.

Signed and delivered by and behalf UNIVENTIS MEDICARE LIMITED

Name: Manoj Kumar Lohariwala

Signature: UNIVENTIS MEDICARE LTD.

Mu AUTH. SIGNATORY

(Remainder of the page has been intentionally left blank)

Signature page to the Share Purchase Agreement dated 31/12/2021, executed by and between Univentis Medicare Limited, Innova Captab Limited, Vinay Kumar Lohariwala, Manoj Kumar Lohariwala, Chhavi Lohariwala, Vandana Lohariwala, Rohit Lohariwala, Sita Devi Lohariwala and Vandana Gohlyan.

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement, the day and year first above written.

Signed and delivered by

Name: Mr. Manoj Kumar Lohariwala

(House No. 707 Sector-06, Panchkula, Haryana-134109)



Signature:


Signature page to the Share Purchase Agreement dated 31/12/2021, executed by and between Univentis Medicare Limited, Innova Captab Limited, Vinay Kumar Lohariwala, Manoj Kumar Lohariwala, Chhavi Lohariwala, Vandana Lohariwala, Rohit Lohariwala, Sita Devi Lohariwala and Vandana Gohlyan.

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement, the day and year first above written.

Signed and delivered by

Name: Mr. Vinay Kumar Lohariwala

(House No. 227, Sector- 06, Panchkula, Haryana-134109)

A handwritten signature in black ink, appearing to read 'Vinay', enclosed within a circular scribble.

Signature:

Signature page to the Share Purchase Agreement dated 31/12/2021, executed by and between Univentis Medicare Limited, Innova Captab Limited, Vinay Kumar Lohariwala, Manoj Kumar Lohariwala, Chhavi Lohariwala, Vandana Lohariwala, Rohit Lohariwala, Sita Devi Lohariwala and Vandana Gohlyan.

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement, the day and year first above written.

Signed and delivered by

Name: Mr Rohit Lohariwala

(Ward No. 16, Mohalla Sarawagiyan, Sadulpur Churu, Sadulpur, Rajasthan-331023)


Signature:

Signature page to the Share Purchase Agreement dated 31/12/2021, executed by and between Univentis Medicare Limited, Innova Captab Limited, Vinay Kumar Lohariwala, Manoj Kumar Lohariwala, Chhavi Lohariwala, Vandana Lohariwala, Rohit Lohariwala, Sita Devi Lohariwala and Vandana Gohlyan.

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement, the day and year first above written.

Signed and delivered by

Name: Mrs. Sita Devi Lohariwala,

(House No. 101, Lohari Ki Gali, Sadulpur, Rajasthan-331023)

सीतादेवी

Signature:

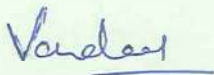
Signature page to the Share Purchase Agreement dated 31/12/2021, executed by and between Univentis Medicare Limited, Innova Captab Limited, Vinay Kumar Lohariwala, Manoj Kumar Lohariwala, Chhavi Lohariwala, Vandana Lohariwala, Rohit Lohariwala, Sita Devi Lohariwala and Vandana Gohlyan

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement, the day and year first above written.

Signed and delivered by

Name: Vandana Gohlyan

(W/O : Ravi Gohlyan, BF-74 East Shalimar, North West Delhi-110088)



Signature:

Signature page to the Share Purchase Agreement dated 31/12/2021, executed by and between Univentis Medicare Limited, Innova Captab Limited, Vinay Kumar Lohariwala, Manoj Kumar Lohariwala, Chhavi Lohariwala, Vandana Lohariwala, Rohit Lohariwala, Sita Devi Lohariwala and Vandana Gohlyan.

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement, the day and year first above written.

Signed and delivered by

Name: Mrs. Chhavi Lohariwala

(House No. 227, Sector- 06, Panchkula, Haryana-134109)



Signature:

Signature page to the Share Purchase Agreement dated 31/12/2021, executed by and between Univentis Medicare Limited, Innova Captab Limited, Vinay Kumar Lohariwala, Manoj Kumar Lohariwala, Chhavi Lohariwala, Vandana Lohariwala, Rohit Lohariwala, Sita Devi Lohariwala and Vandana Gohlyan.

IN WITNESS WHEREOF, the Parties have entered into this Share Purchase Agreement, the day and year first above written.

Signed and delivered by

Name: Mrs. Vandana Lohariwala

(House No. 707 Sector-06, Panchkula, Haryana-134109)

Vandana

Signature: