

भारतीय गैर न्यायिक

पचास
रुपये

₹.50

भारत

INDIA

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

കേരളം केरल KERALA

CR 644495

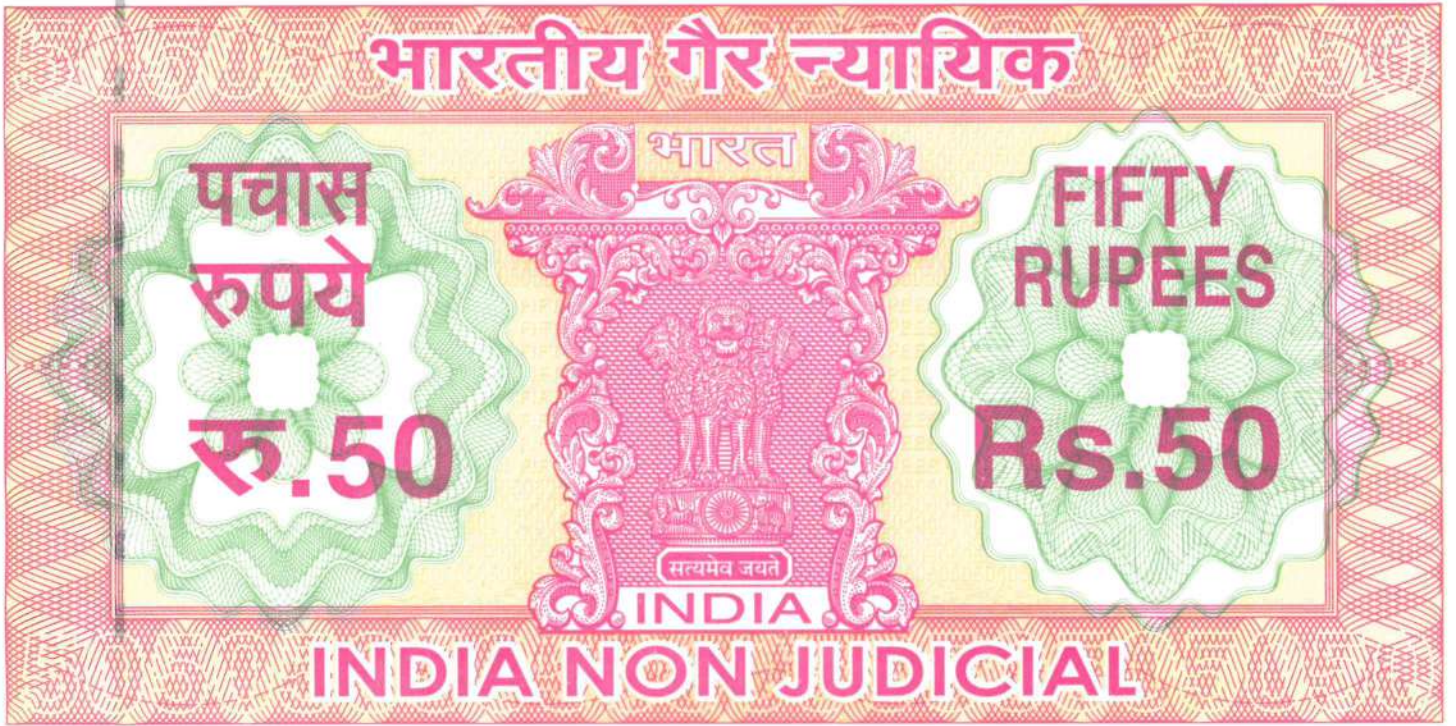
THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

M.R. Padmanabhan
M. R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM

NL-84503
05 02.2024

John K. Paul,
Ernakulam

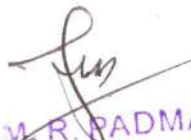




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CR 644496

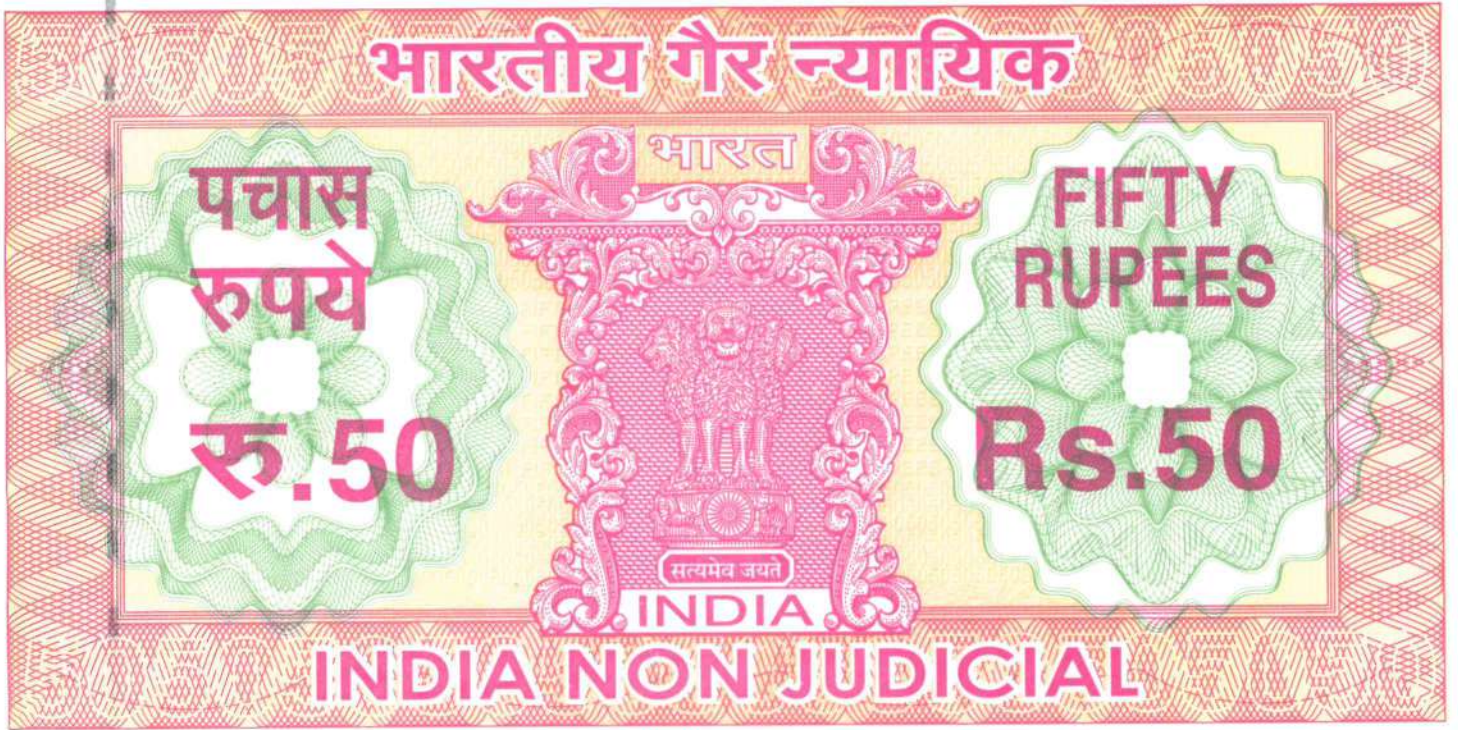
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M.R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM

John K. Paul
Ernakulam




NO 84504
02 FEB 2024



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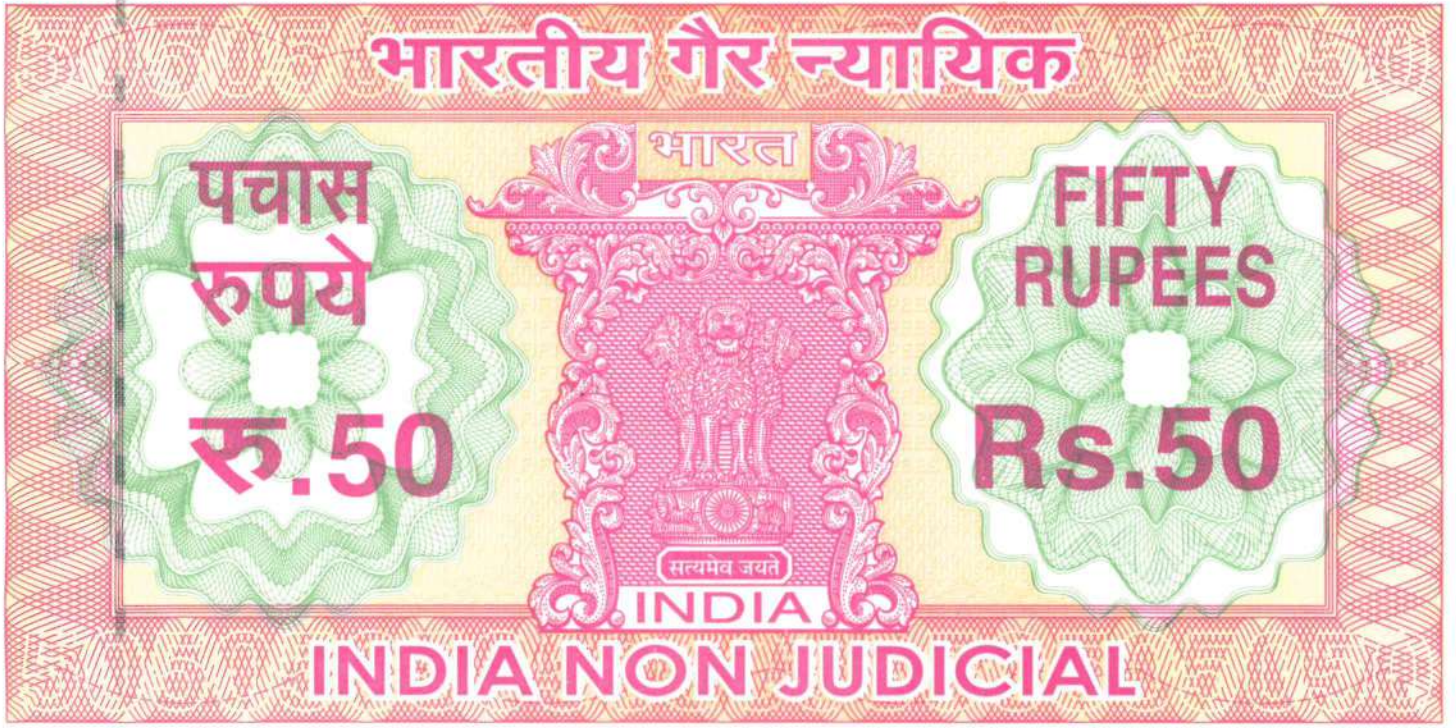
CR 644497

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M. R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM
No 84505
05 02.2024.

John - K. Paul
Ernakulam





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CR 644498

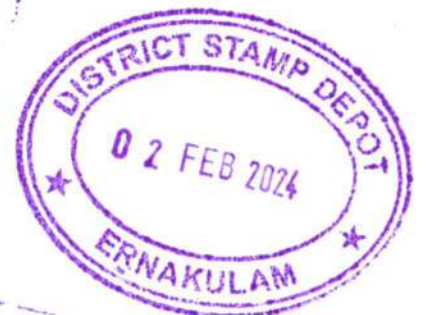
THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.



S. RADMANABHAN
High Court Stamp Vendor
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NO 84566
05 02 2024

John K. Paul
Ernakulam





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CR 644499

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

[Signature]
R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM
No 815/20
05.02.2024

John K. Paul,
Ernakulam
Kerala 682018





കേരളം കേരल KERALA

CR 644500

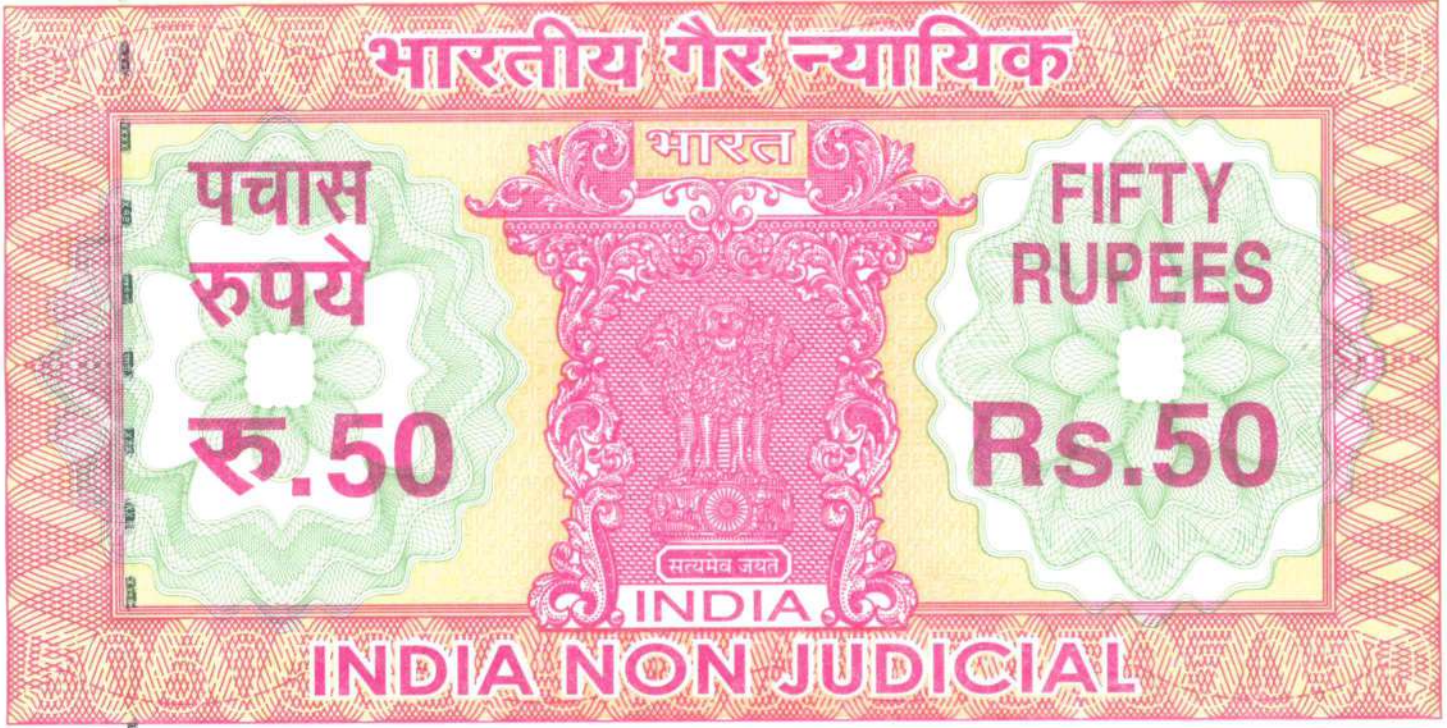
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PADMANABHAN
Court Stamp Vendor
ERNAKULAM

NO 84508
05.02.2024

John K. Paul
Ernakulam
KERALA-682018





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CR 668501

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

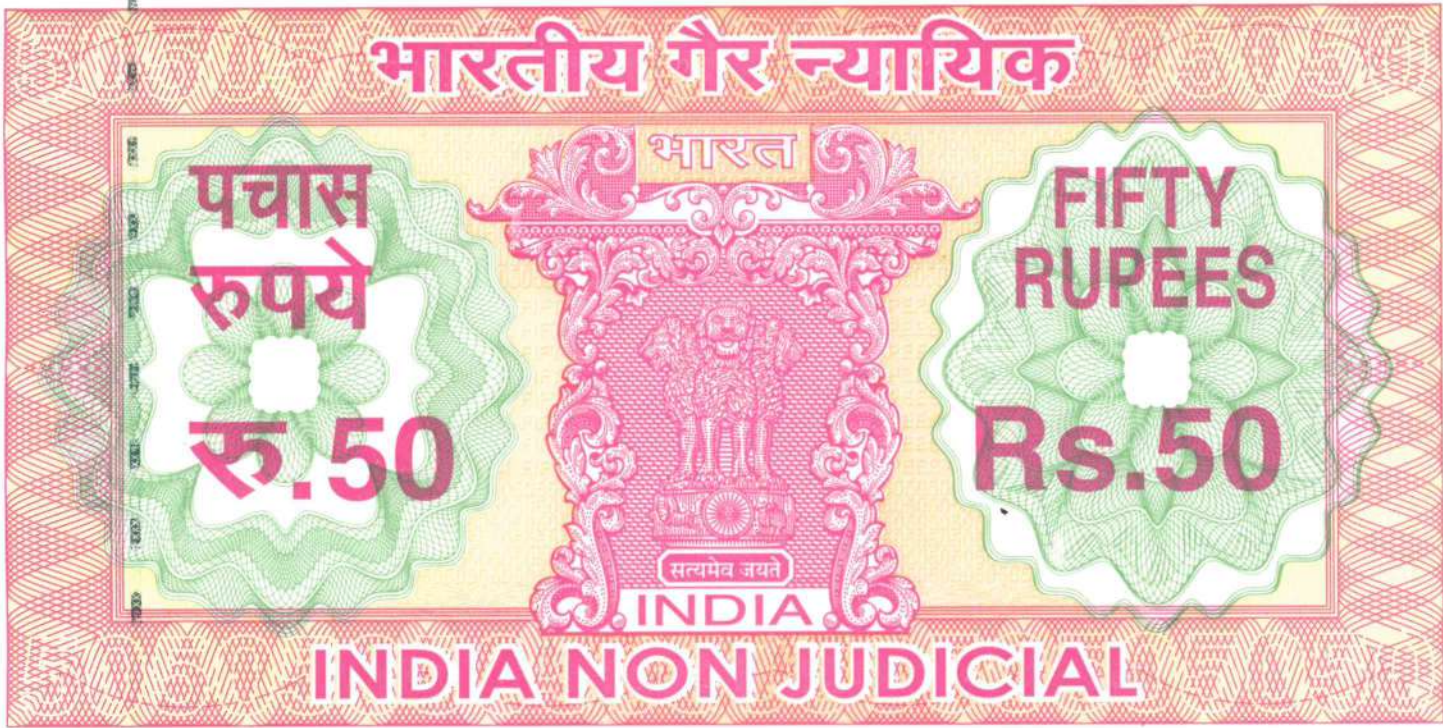
no 84959

05-02-2024

M. R. BADMANABHAN
High Court Stamp Vendor

John K. Paul
Emakulam
K.P.M. - 682010





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CR 668502

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

No 80510
05.02.2024

M. R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM

John K Paul
Ernakulam





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CR 668503

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

No 84511
05 02.2024


M. R. PADMANABHAN
High Court Stamp Vendor
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John K. Paul
Ernakulam



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RUPEES

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INDIA NON JUDICIAL

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CR 668504

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NO 84512

05 12 2024

M. R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM

John K. Paul
Ernakulam





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N 397899

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

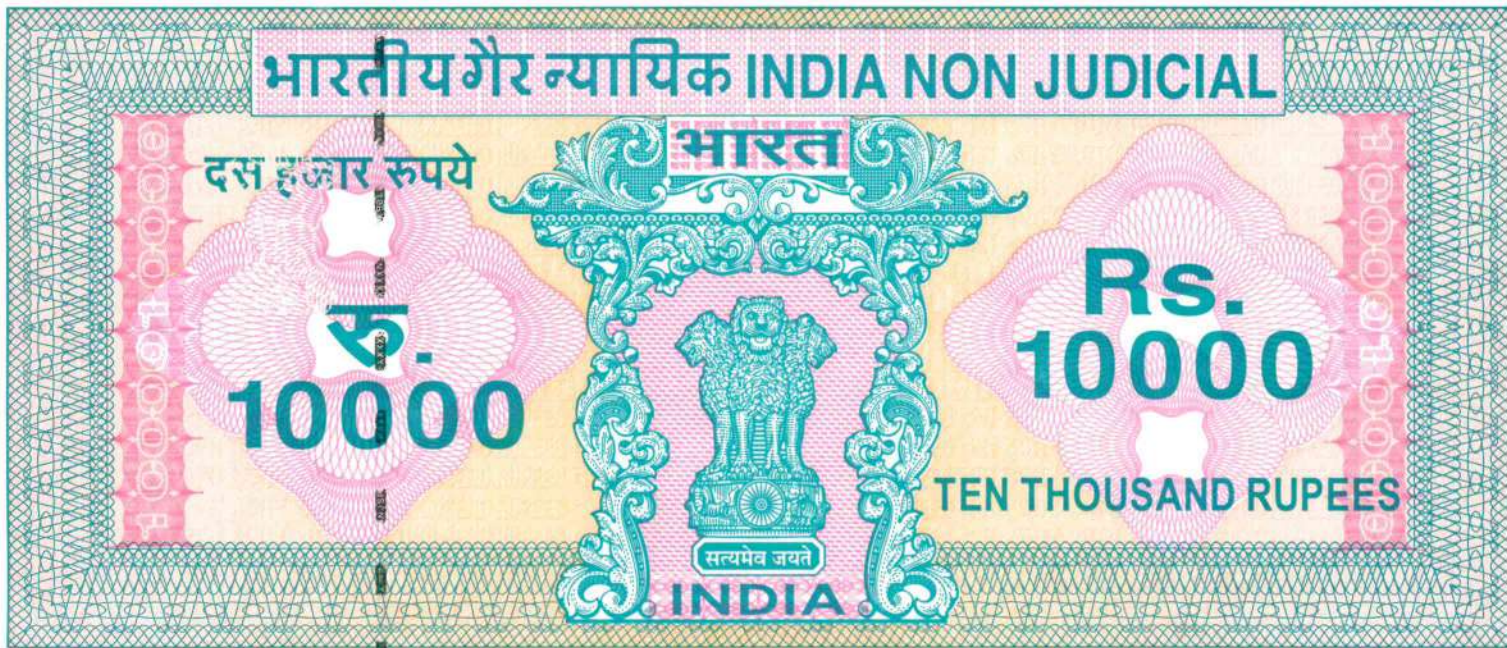
M6 84502

M. R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM

05.02.2024

JOHN K. PAUL
ERNAKULAM
KERALA - INDIA





കേരളം കേരल KERALA

B 529667

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

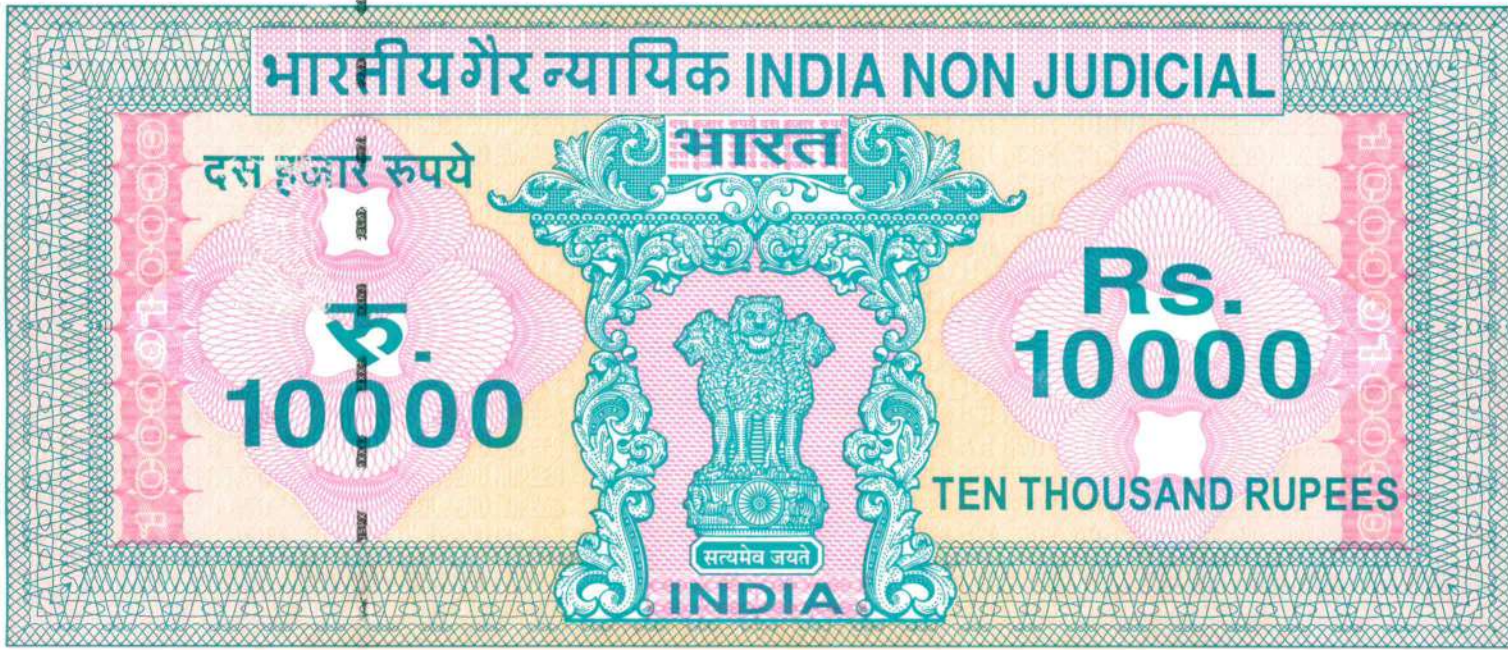
89408 DATE 15.2.2024
VALUE OF RS 10000
SOLD TO John k paul.

[Signature]

*Ermalem Am
Dorala 682 18.*

M.A. KUNJU BEEVI
HIGH COURT VENDOP





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B 529668

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT, DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

NO 89409 DATE 5-2-2024
VALUE OF RS 10000
SOLD TO John K Paul

M.A. KUNJU BEEVI
HIGH COURT VENDOR

Ermalem Paul
Kerala 682018






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B 529669

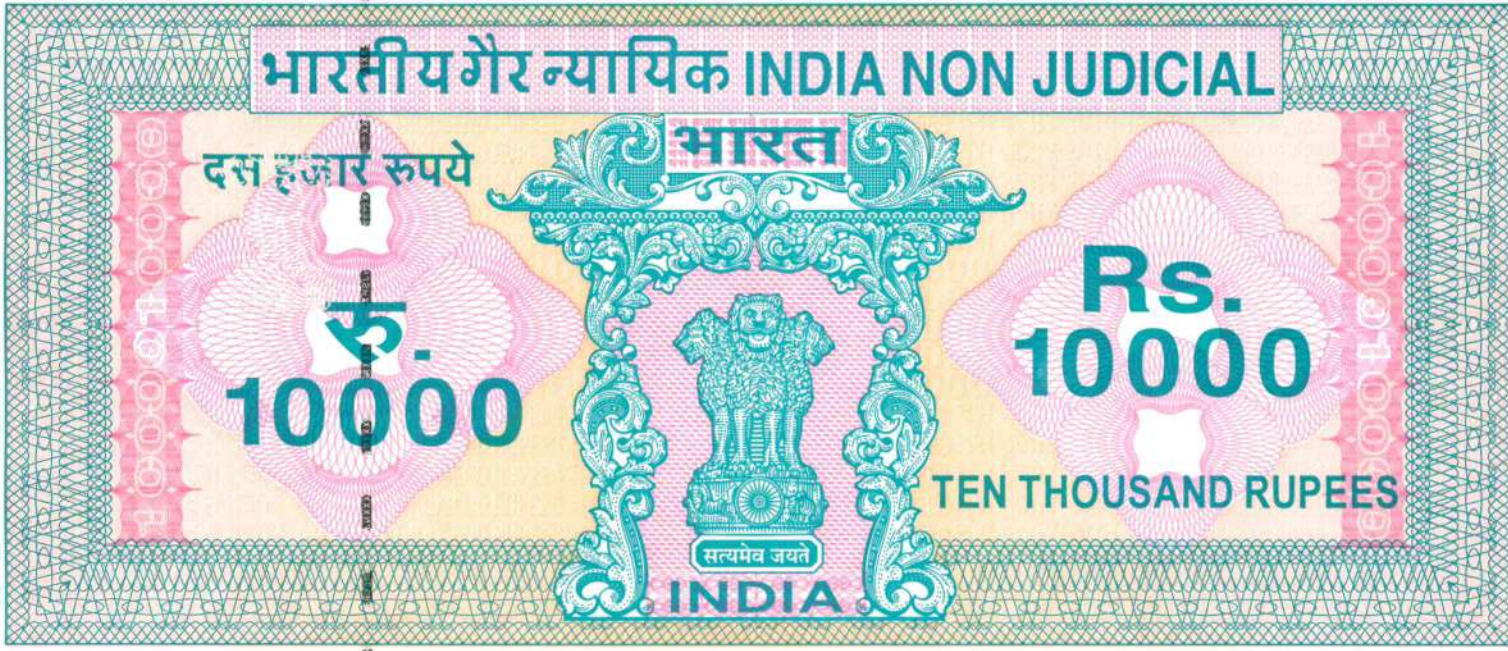
THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

NO. 89410 DATE 5.2.2024
VALUE OF RS 10000
SOLD TO John & paul.


M.A. KUNJU BEEVI
HIGH COURT VENDOR


Ernakulam
Kerala. 682018





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B 529670

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

NO 89411 DATE 5.2.2024

VALUE OF RS 10000

SOLD TO John K Paul.

R

M.A. KUNJU BEEVI
HIGH COURT VENDOR

Ernakulam
Kerala. 680018





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B 529707

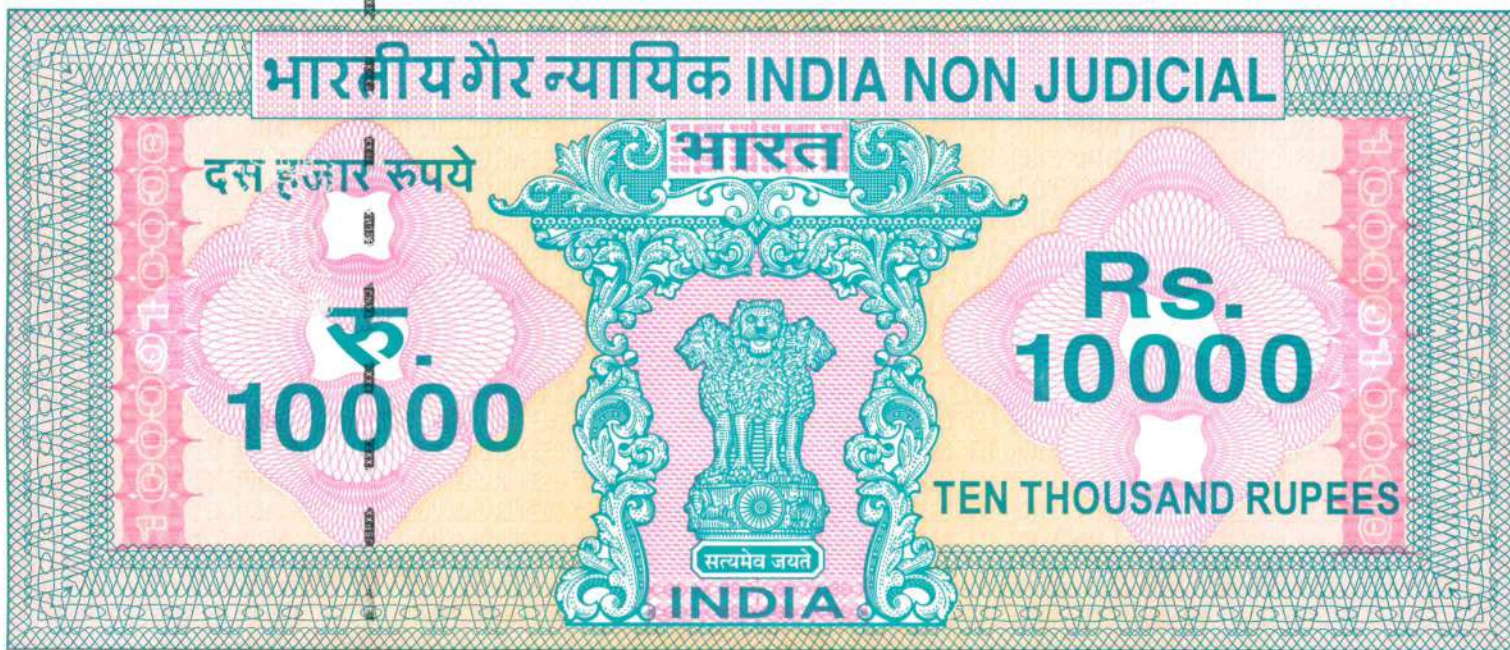
THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

NO: 84499
05-02-2024


M. R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM

JOHN. K. PAUL
ERNAKULAM
KERALA - 682018





കേരളം केरल KERALA

B 529708

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

NO 84500

05.02.2024

M. R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM

JOHN K. PAUL
ERNAKULAM
KERALA-682018





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B 529745

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

NO - 81561

05 02.2024

W. R. P. MANABHAN
High Court Stamp Vendor
ERNAKULAM

JOHN. K. PAUL,
ERNAKULAM
KERALA - 682018





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A 612513

A 612513

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

89605 DATE 5.2.2024
VALUE OF RS 20000
SOLD TO John & paul.

M.A. KUNJU BEEVI
HIGH COURT VENDOR

Ernakulam
Kerala. 68 20 18





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A 612514

A 612514

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

89406 DATE 5.2.2024
VALUE OF RS 20000
SOLD TO John & paul.

M.A. KUNJU BEEVI
HIGH COURT VENDOR

Erma kumar
Kerala 682018





കേരളം केरल KERALA

A 912515

A 612515

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

NO. 89407 DATE 5.2.2024
VALUE OF RS 20000
SOLD TO John & paul.


M.A. KUNJU BEEVI
HIGH COURT VENDOR


Kerala - 682018





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A 612516

A 612516

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

No: 8348 Date
Ernakulam High Court Of Kerala
Stamp Vendor
JAYAKUMAR G
Sold To
JAYAKUMAR G
Stamp Vendor
High Court Of Kerala
Ernakulam

John K Paul
Ernakulam,
Kerala - 682 018





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A 612528

A 612529

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

5610d Date 5/2/2024
value of Rs 20000
Sold to

SHAMEER C.A.
HIGH COURT VENDOR
ERNAKULAM

John K. Paul
Ernakulam
Kerala - 682018





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A 612530

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

56103 Date 5/2/2024
Value of Rs. 20000
Sold to

SHAMEER C.A.
HIGH COURT VENDOR
ERNAKULAM

John K. Paul
Ernakulam
Kerala - 682018






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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

56104 Date 5/2/2024
Value of Rs. 20000
Sold to

SHAMEER C.A.
HIGH COURT VENDOR
ERNAKULAM

John K. Paul
Ernakulam
Kerala - 682018





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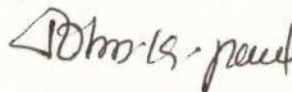
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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

56105 Date 5/2/2024
Value of Rs 20000
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SHAMEER C.A.
HIGH COURT VENDOR
ERNAKULAM


Dmalikulom
Kerala - 682018





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A 612533

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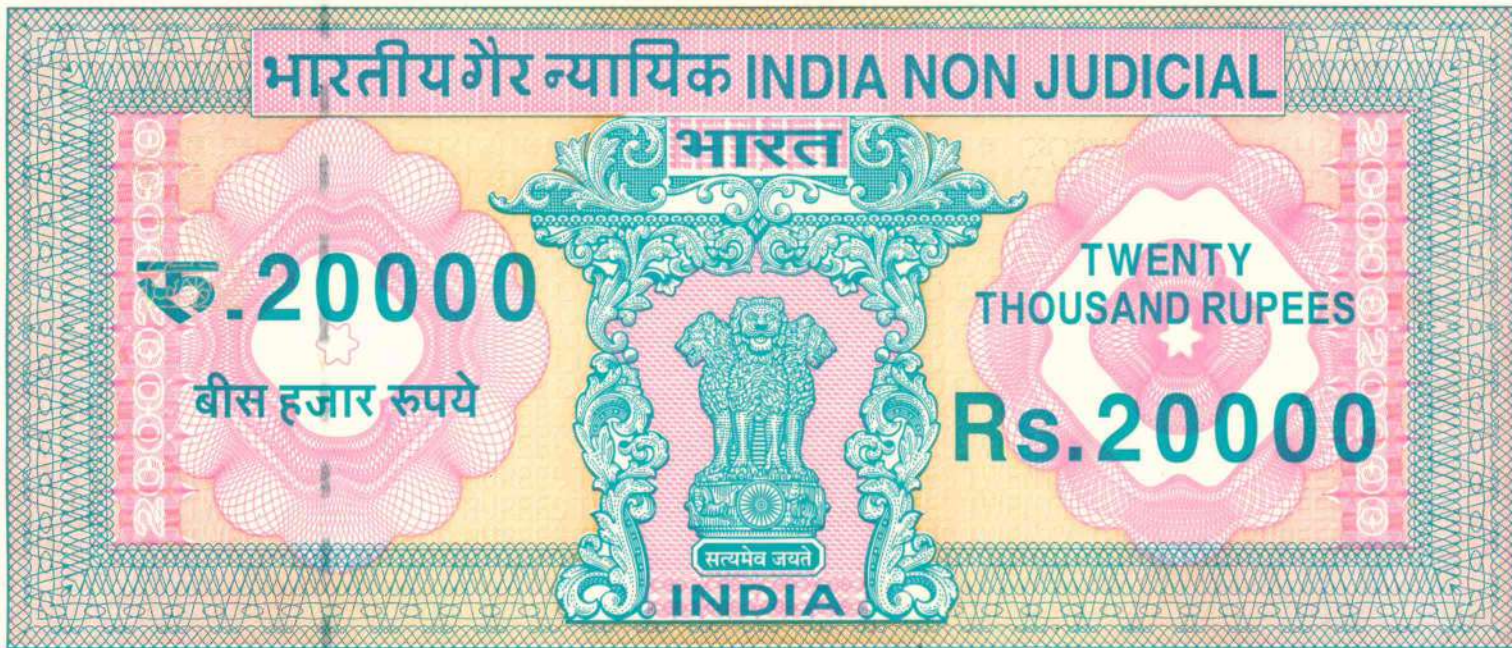
THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

56106 Date 5/2/2024
Value of Rs. 20000
Sold to

SHAMEER C.A.
HIGH COURT VENDOR
ERNAKULAM

John K. Paul
Bannalambalam
Kerala - 682618





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A 741983

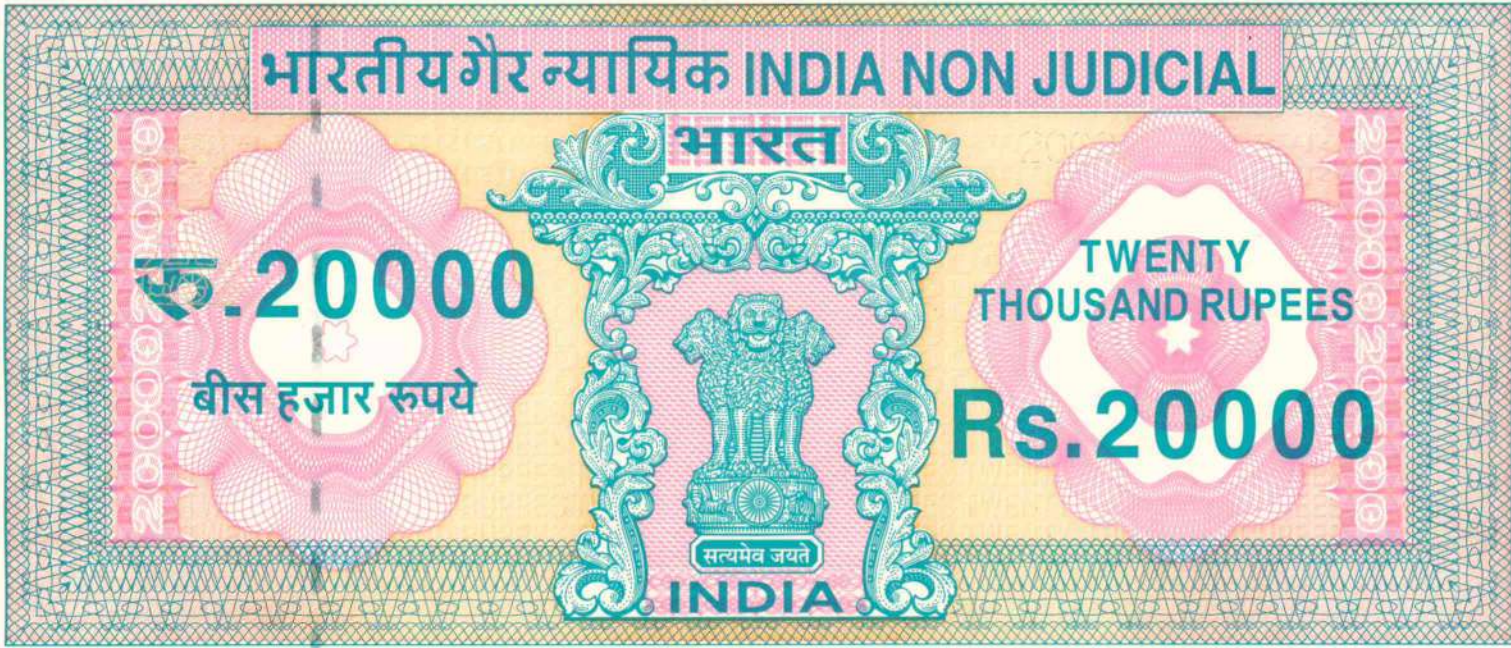
A 741983

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

No.: 88244 Date: 5.02.2024
Value of Rs. 20000/-
Sold To: John K Paul.
Ernakulam.
Kerala, 682 018

JAYAKUMAR G
Stamp Vendor
High Court Of Kerala
Ernakulam





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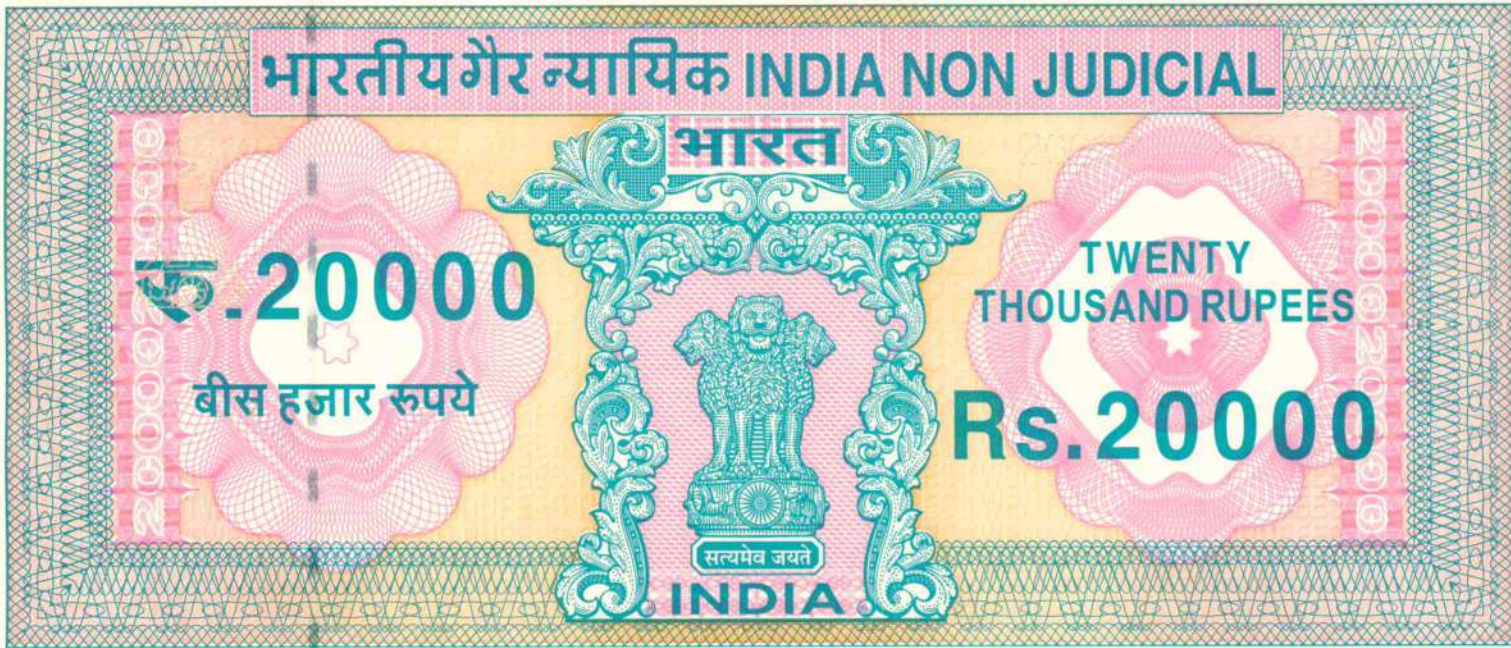
A 741984

A 741984

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

No: 80245 Date: 5.02.2024
Value of Rs: 20000
Sold To: John K. Paul.
Ernakulam
Kerala - 682 018
JAYAKUMAR
Stamp Vendor
High Court Kerala
Ernakulam





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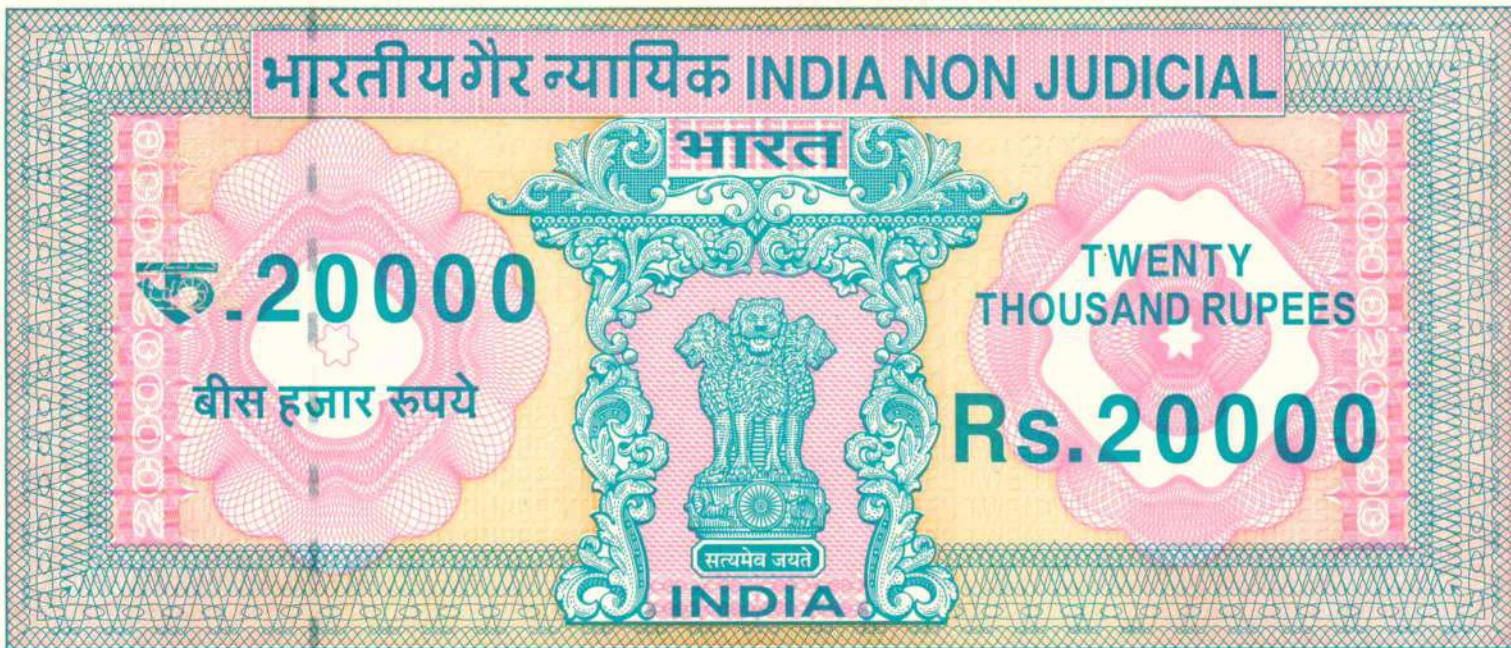
A 741988

A 741985

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

No: 55246 Date: 02.02.2024
Value of Rs: 20000/-
Sold To: John K. Paul
Corakulam
Kerala - 682 018
JAYAKUMAR
Stamp Vendor
High Court of Kerala
Ernakulam





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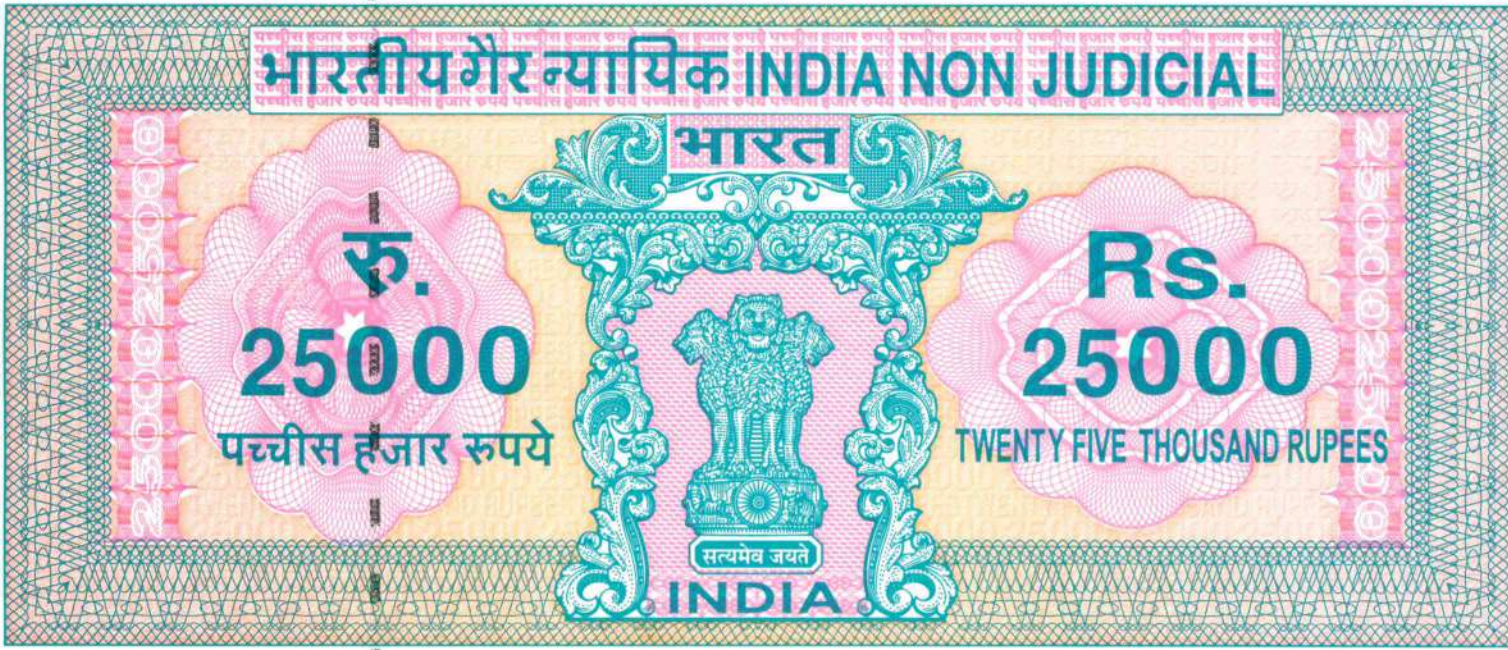
A 741986

A 741986

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

No : 88247 Date 6.02.2024
Value of Rs. 20000/-
Sold To John K Paul.
JAYAKUMAR
Stamp Vendor
High Court Of Kerala
Ernakulam
Ernakulam
Kerala - 682





കേരളം केरल KERALA

D 154911

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT, DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

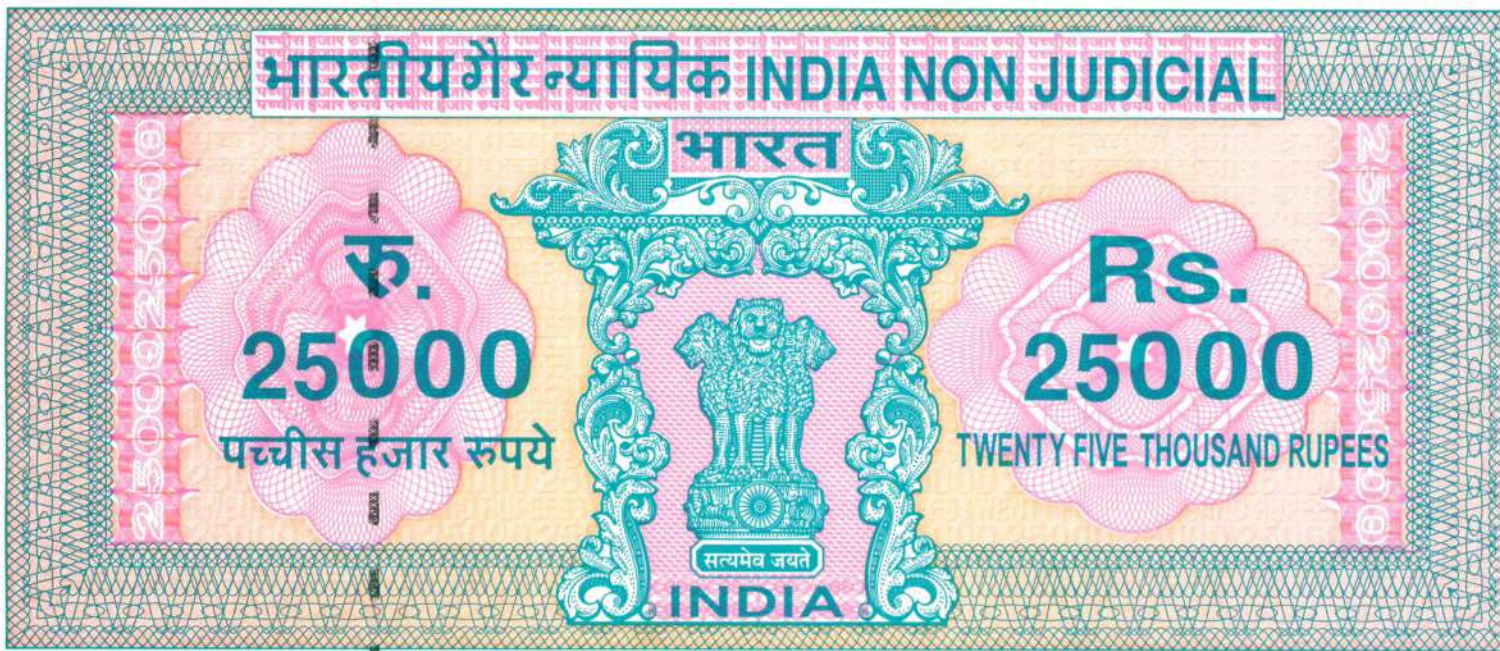
No. 36567 Date 5-2-2024

Link To

LISSY SEBASTIAN
CJM Court Vender EKM

John K. Paul
Ernakulam
Kerala - 682018





കേരളം കേരल KERALA

D 154912

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

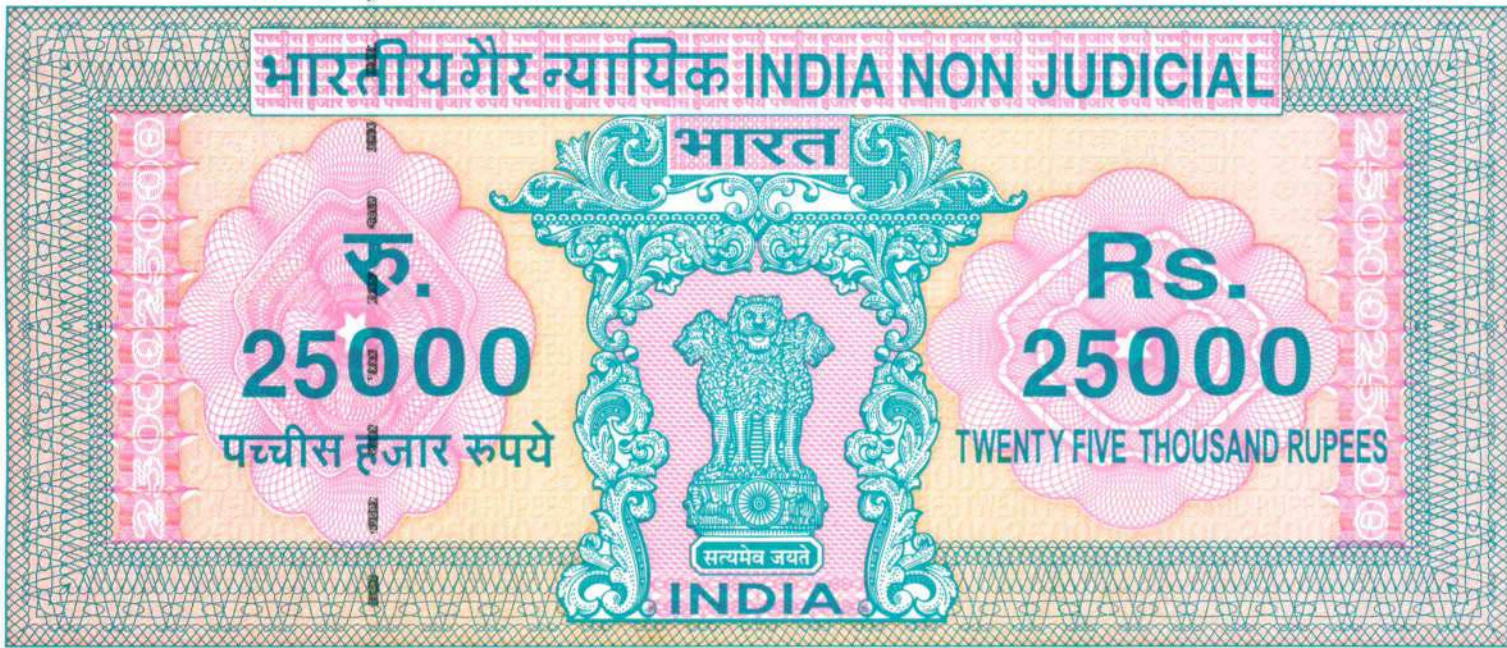
36568Date 5-2-2024

LinkTo


LISSY SEBASTIAN
CJM Court Vender EKM

John. K. Paul
Ernakulam
Kerala-682018





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D 154913

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

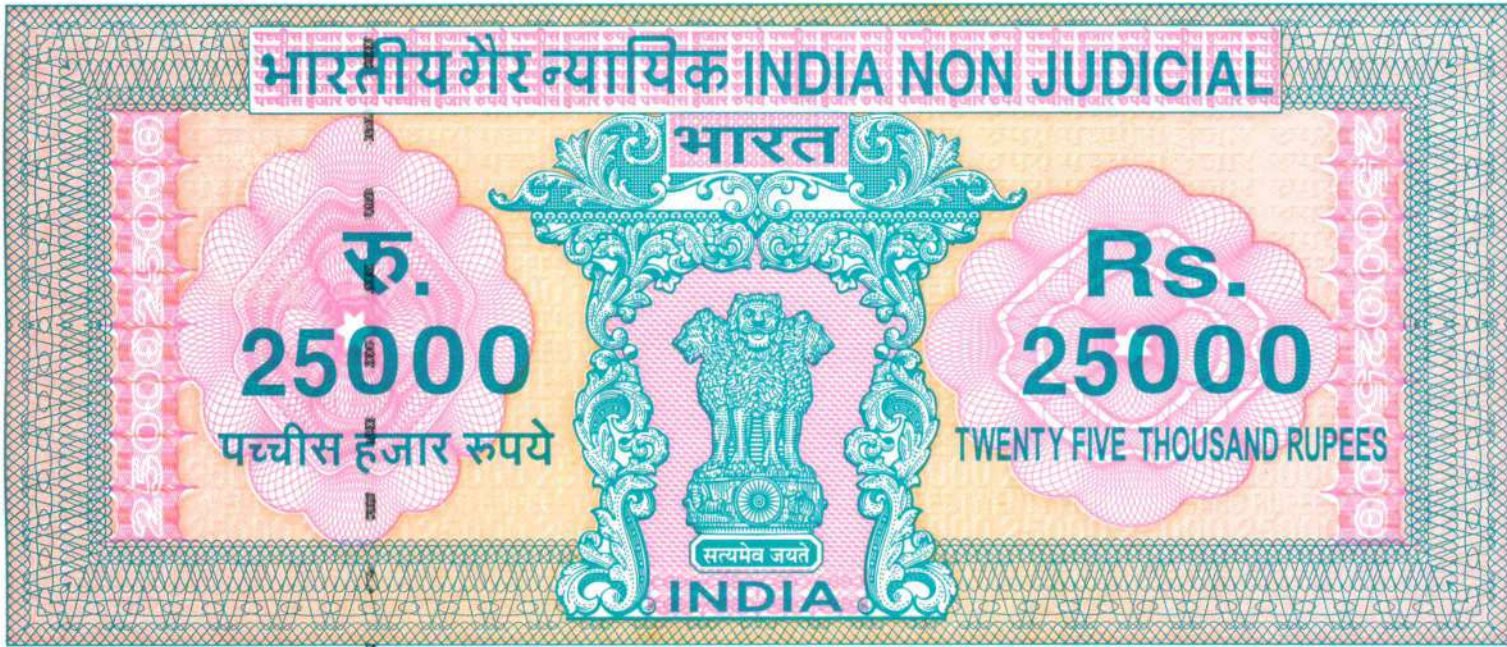
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CJM Court Vender EKM

John.K.Paul.
Ernakulam.
Kerala - 682018





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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

No. 36570 Date 5-2-2024

Link To

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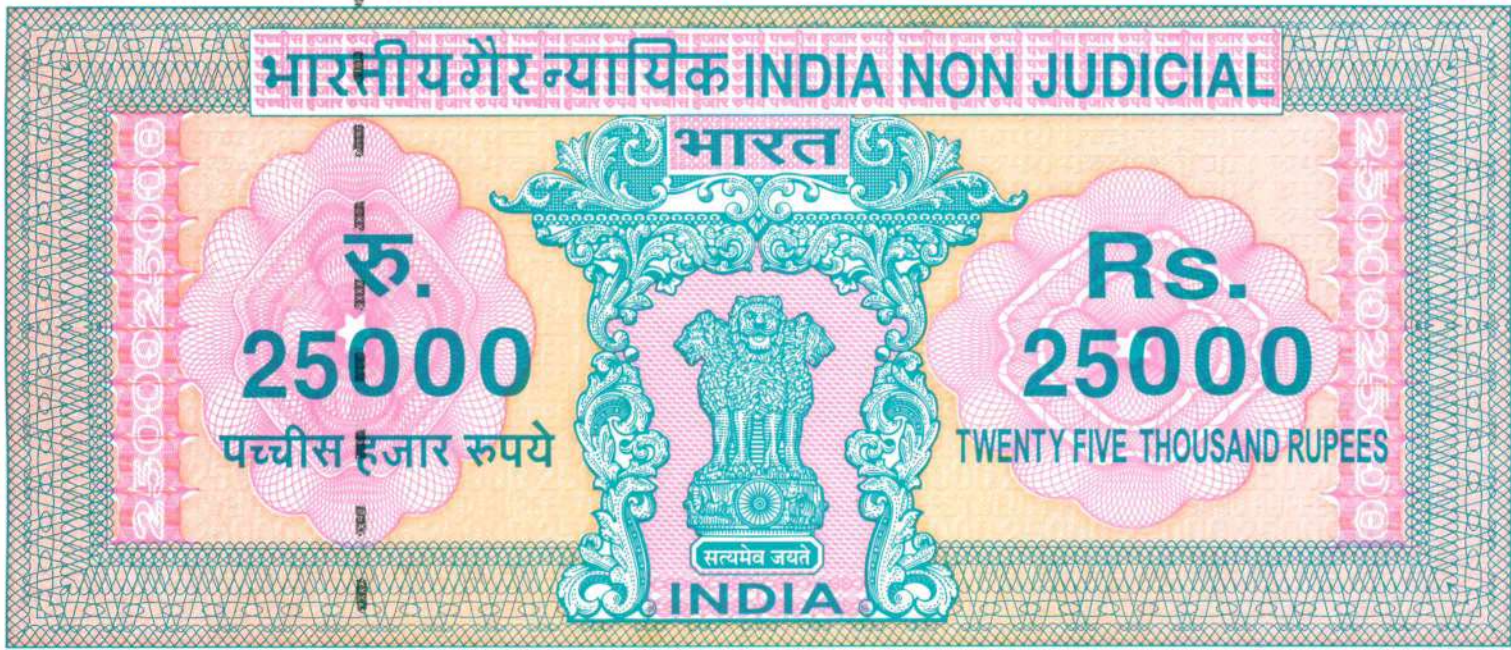
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Sl. No. 76341 Date 5-2-24

Jayadevi P.B.
District Court
Ernakulam

John K. Paul
Ernakulam, Kerala - 682018





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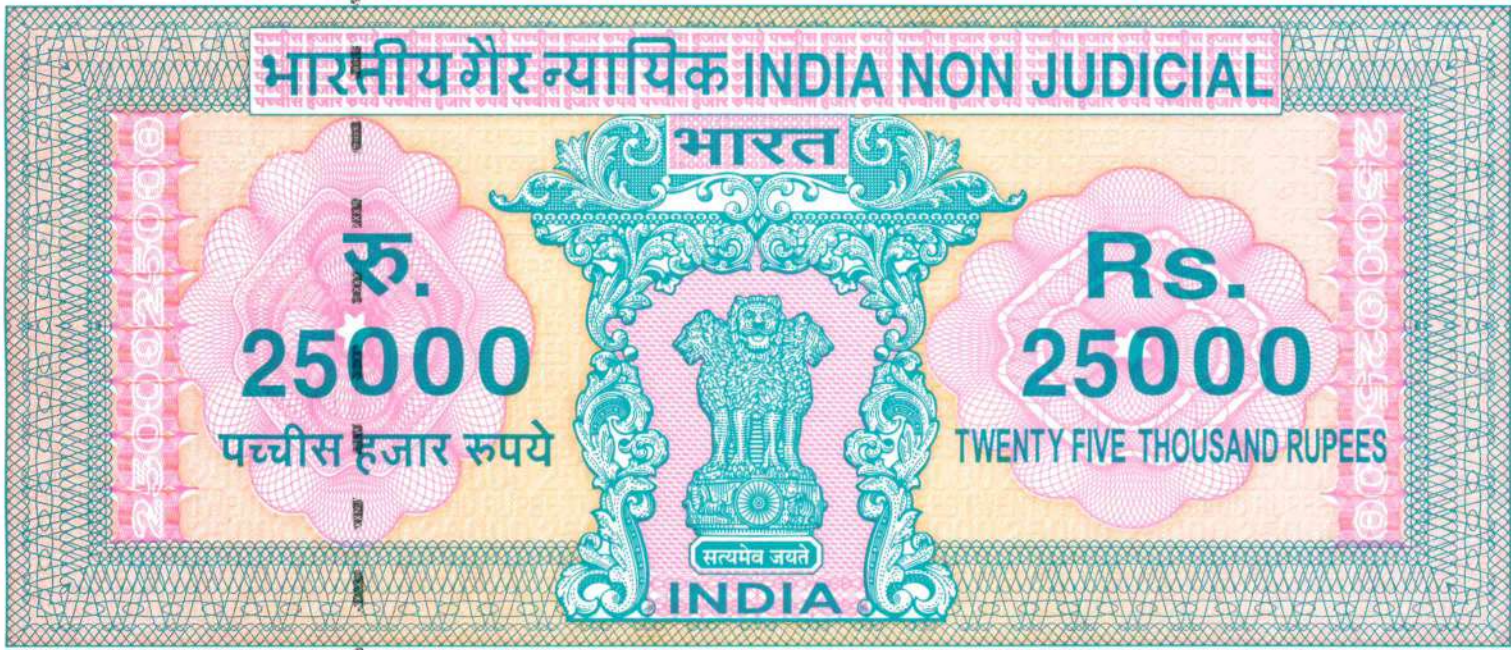
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Sl. No. 76342 Date 5-2-24

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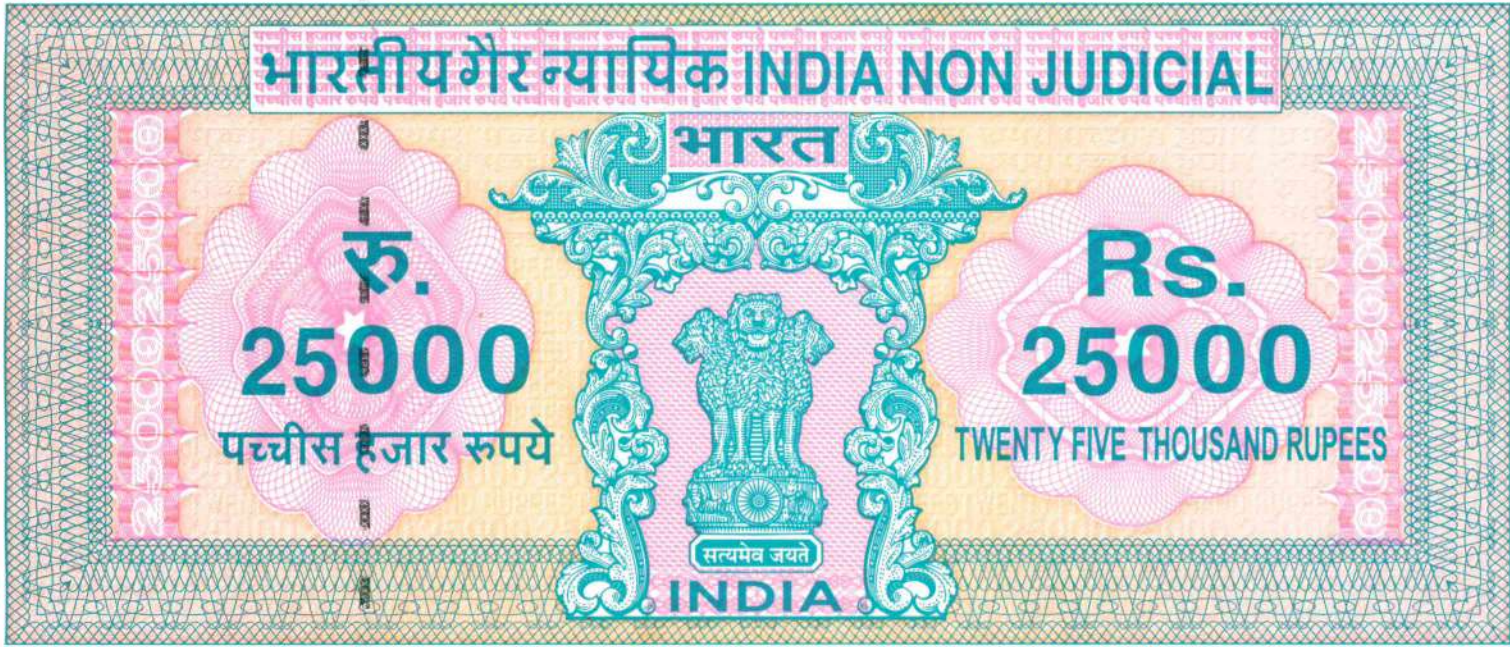
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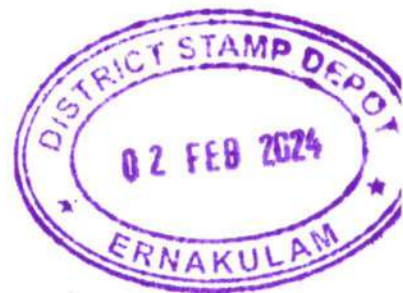
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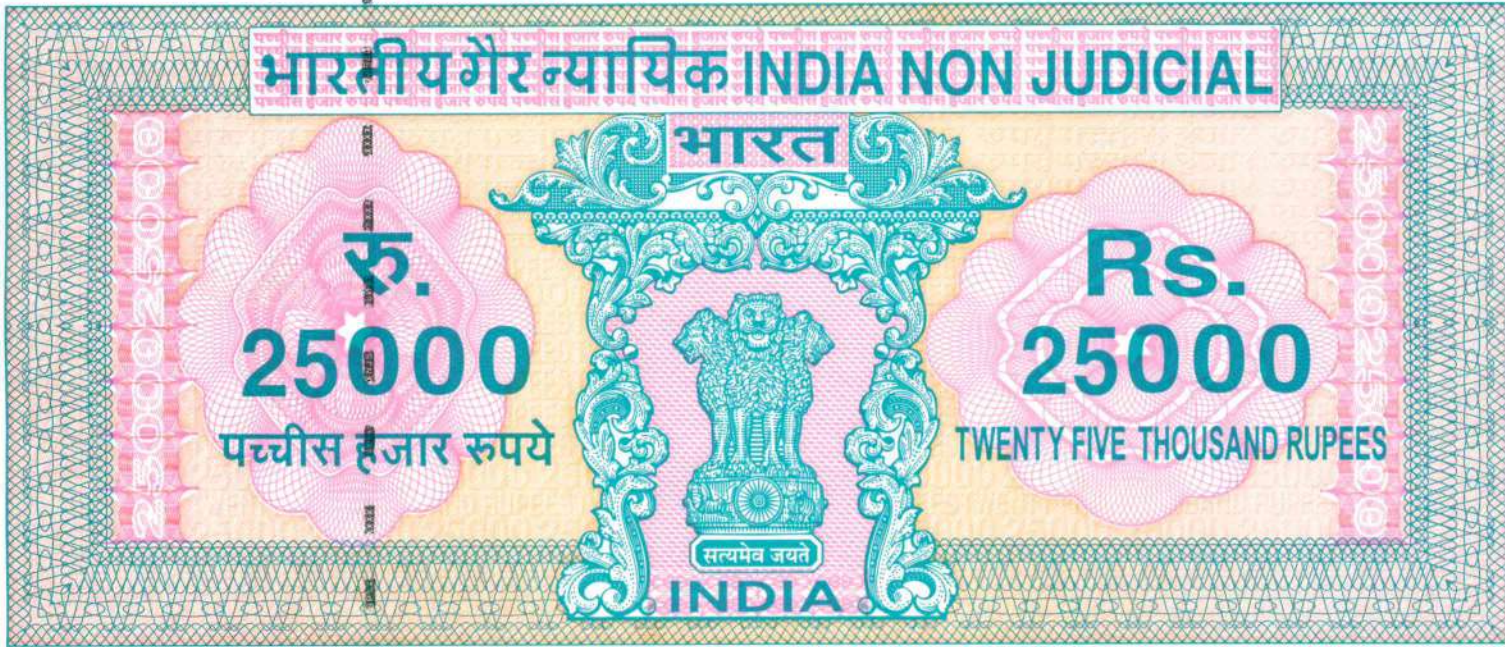
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No. 61329 Date 5/2/24
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Munsiff Court Stamp Vendor
Ernakulam

John K. Paul
Ernakulam
Kerala - 682018





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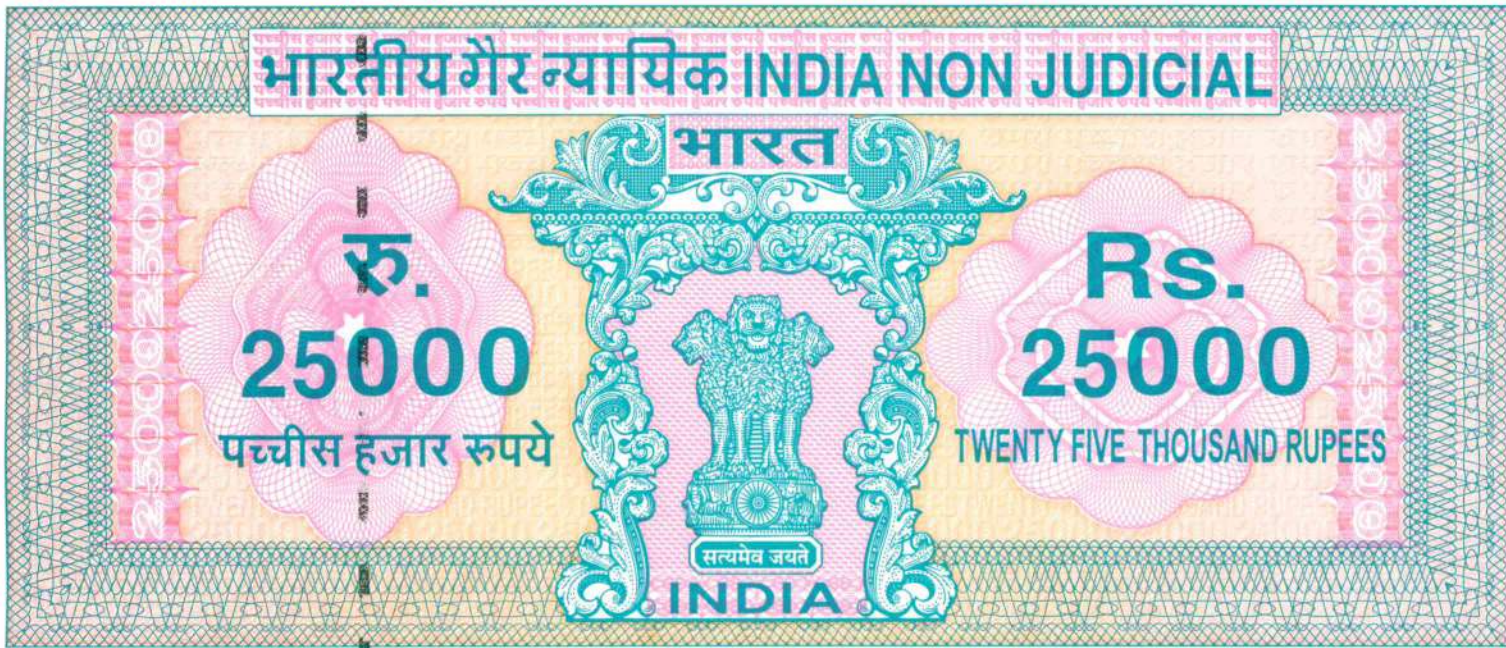
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61330 No. 5/2/24 Date
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John K Paul
Ernakulam
Kerala 682018





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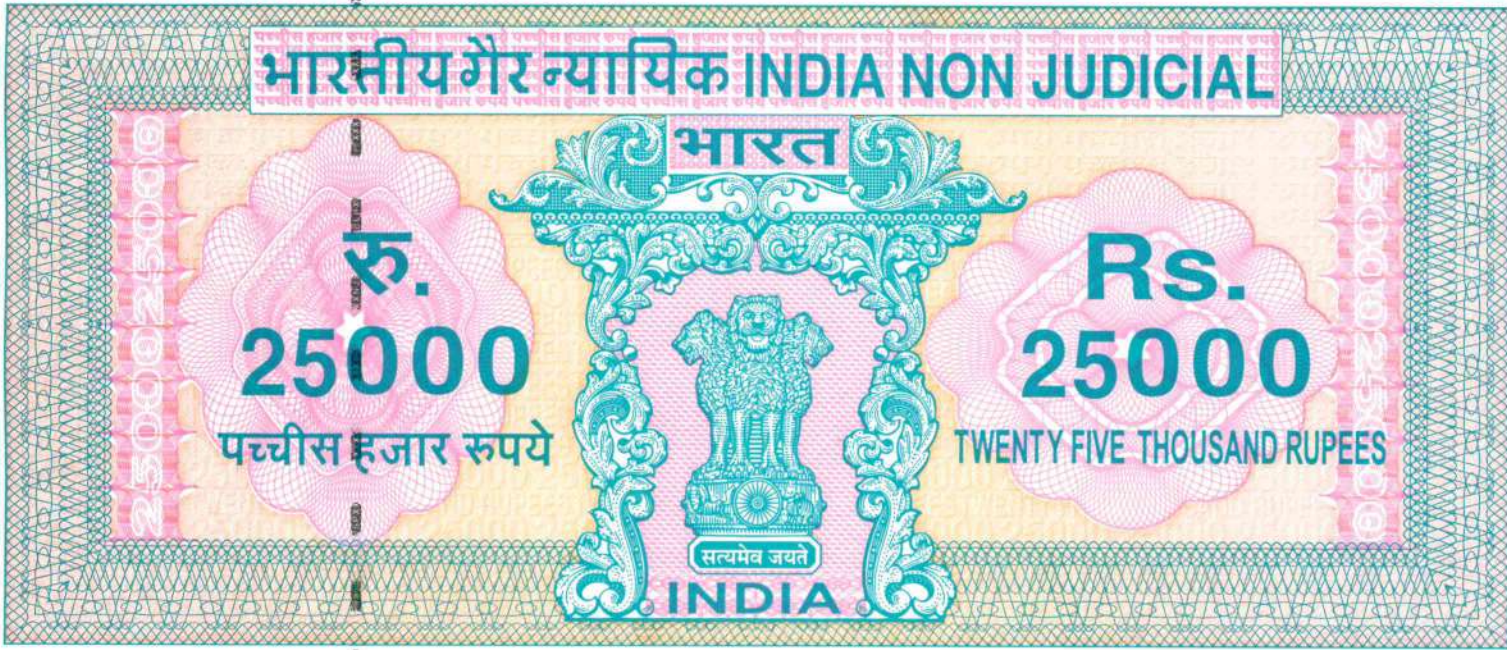
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K. M. PHILOMINA
E.S.R.O. VENDOR

No 74264
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John. K. Paul
Ernakulam
Kerala. 682018





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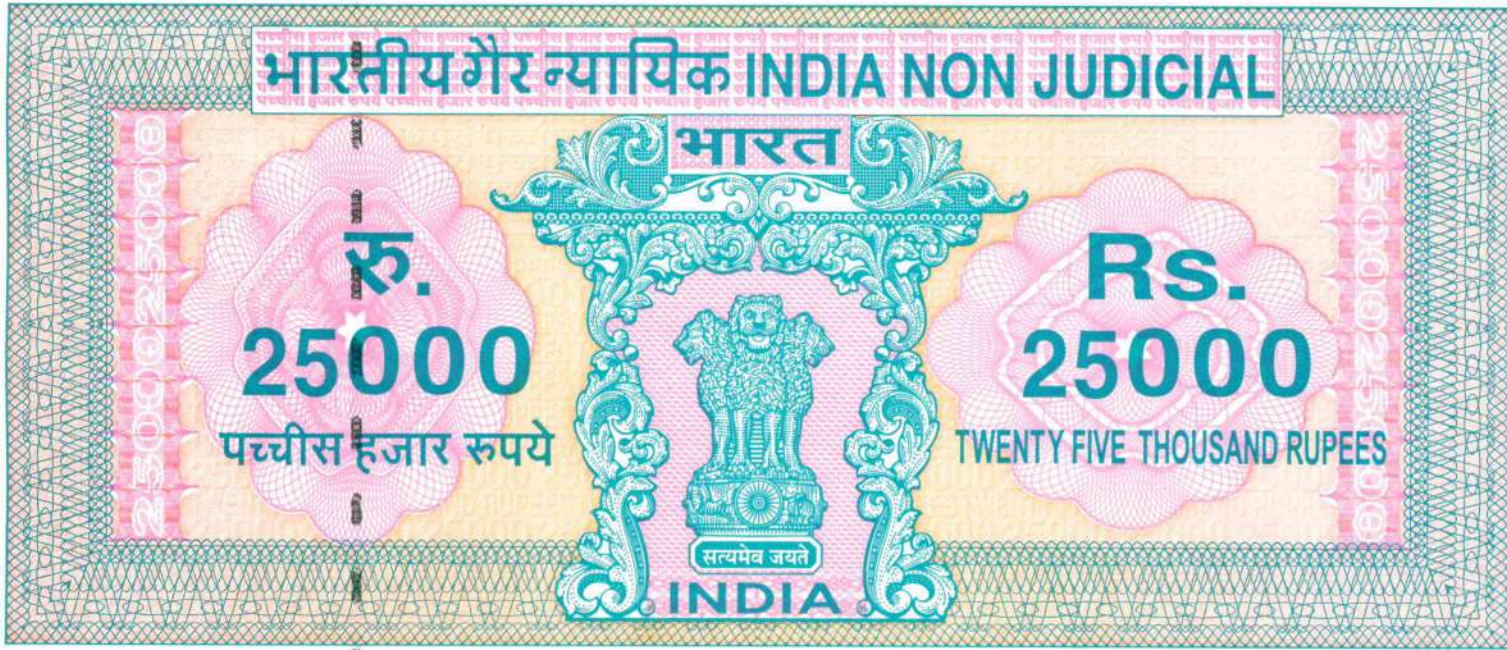
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K. M. PHILOMINA
E.S.R.O. VENDOR

M 74265
05/02/2024

John K. Paul
Ernakulam
Kerala 682014





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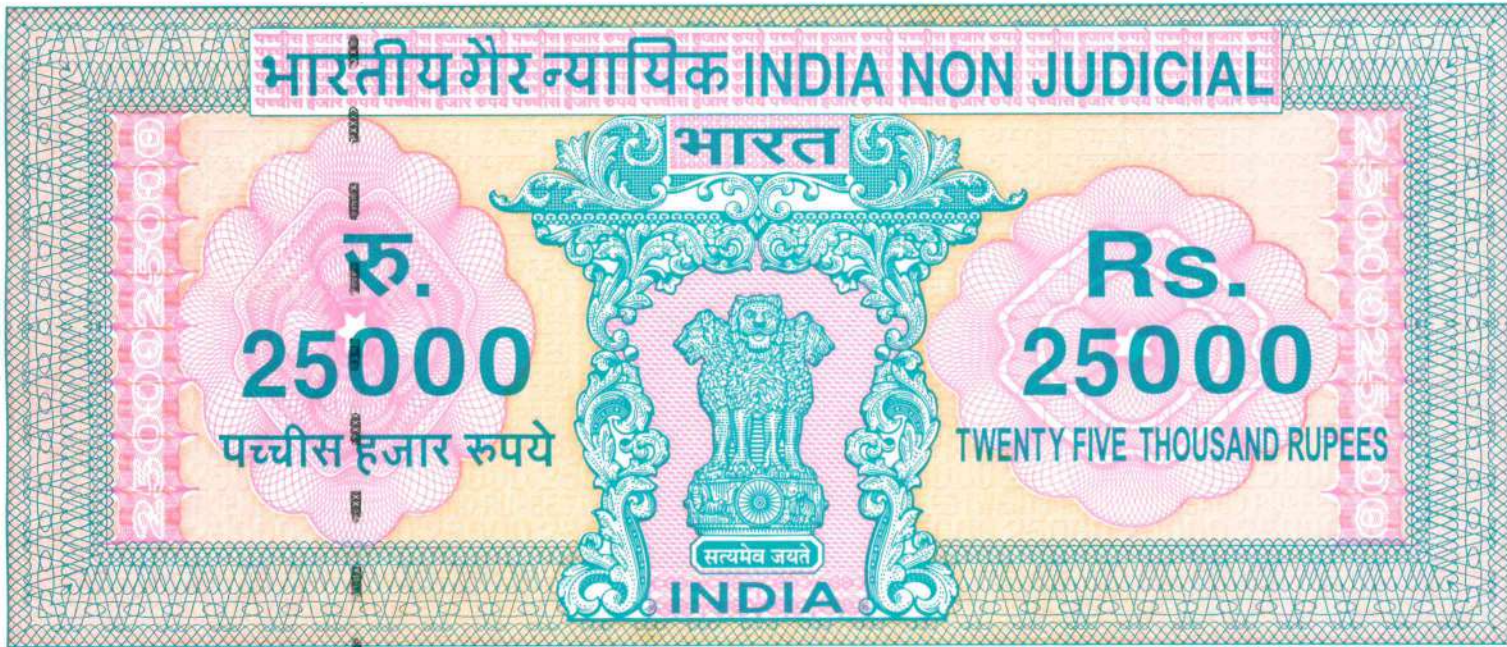
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K. M. PHILOMINA
E.S.R.O. VENDOR

No 74266
05/21/2024

John. K. Paul
Ernakulam
Kerala. 682014





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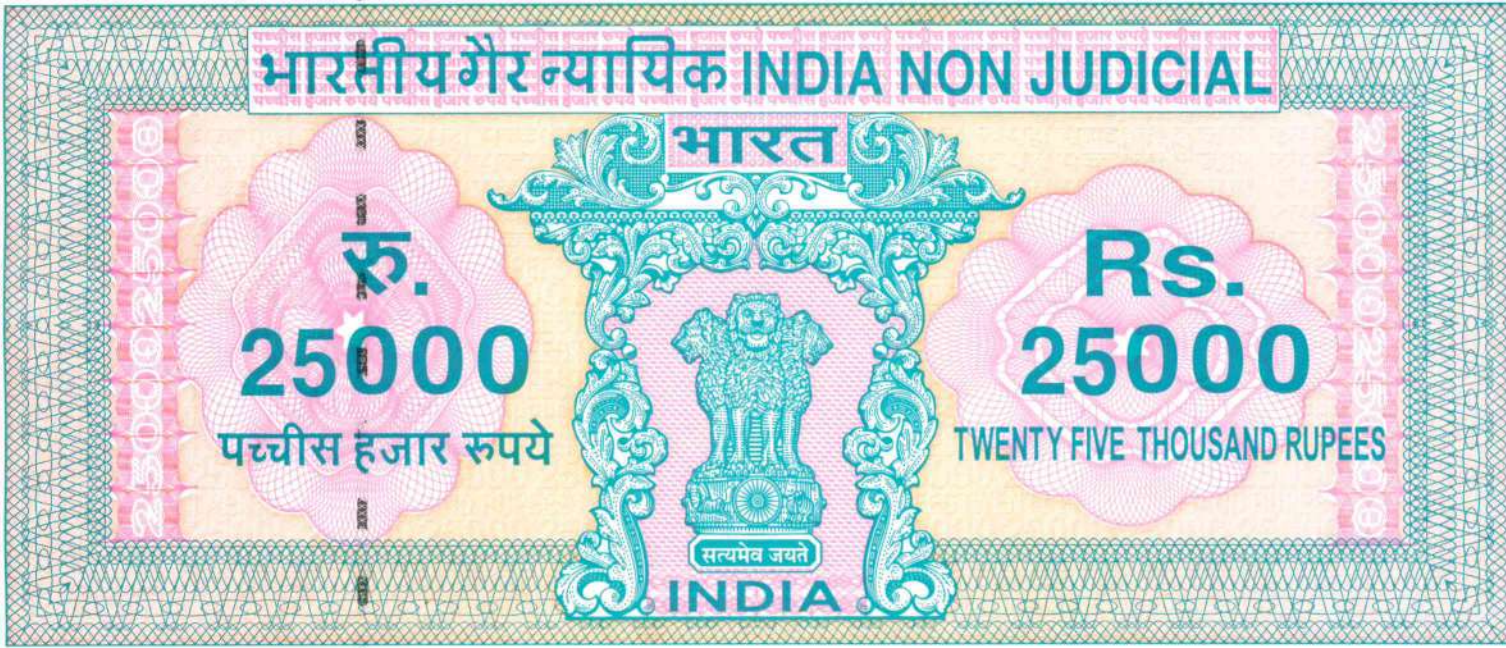
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K. M. PHILOMINA
E.S.R.O. VENDOR

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John. k. Paul
Ernakulam
Kerala 682014





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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT, DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

61331
No. Date 5/2/24
KURSHITHA BEEGAM
Munsiff Court Stamp Vendor
Ernakulam

John K. Paul
Ernakulam
Kerala 682018





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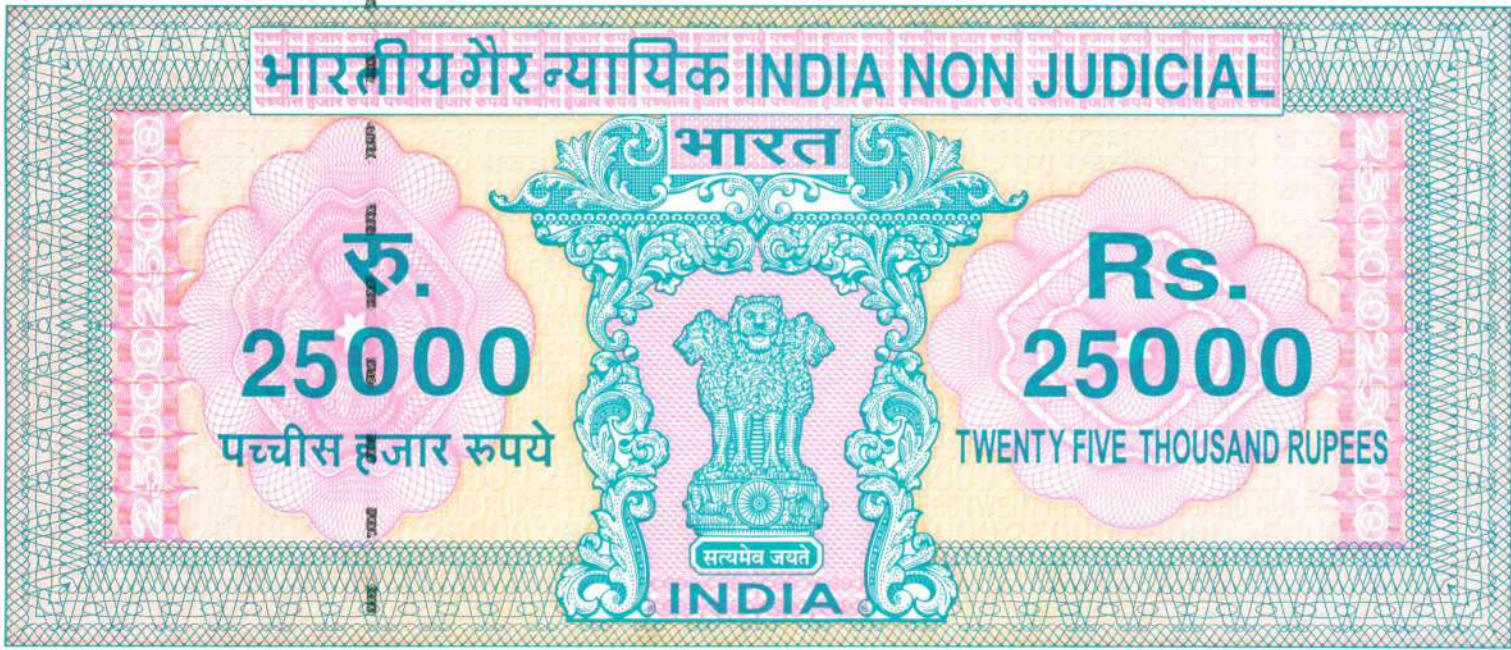
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61332, 5/2/24
No. Date

KURSHITHA BEEGAM
Munsiff Court Stamp Vendor
Ernakulam

John K. Paul
Ernakulam
Kerala 682018





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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE SHARE PURCHASE AGREEMENT DATED FEBRUARY 6, 2024 EXECUTED BY AND BETWEEN POPULAR VEHICLES AND SERVICES LIMITED, BANYANTREE GROWTH CAPITAL II, LLC, MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP.

76340 5-2-24
Sl. No. Date

Jayadevi
JAYADEVI, P.B.
District Court Verapuzha
Ernakulam

John K. Paul
Ernakulam, Kerala - 682018



SHARE PURCHASE AGREEMENT

BY AND AMONGST

POPULAR VEHICLES AND SERVICES LIMITED

AND

BANYANTREE GROWTH CAPITAL II, LLC

AND

MR. JOHN K. PAUL, MR. FRANCIS K. PAUL AND MR. NAVEEN PHILIP

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	4
2.	AGREEMENT TO PURCHASE AND SELL	4
3.	CONDITIONS PRECEDENT	4
4.	CLOSING AND POST-CLOSING	5
5.	REPRESENTATIONS AND WARRANTIES	6
6.	INDEMNIFICATION	6
7.	TERMINATION	7
8.	GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION	7
9.	NOTICES.....	8
10.	CONFIDENTIALITY	8
11.	MISCELLANEOUS PROVISIONS.....	9
	ANNEXURE 1 – DEFINITIONS AND INTERPRETATION.....	11
	ANNEXURE 2 – SALE SHARES, CONSIDERATION, BANK ACCOUNTS & DEMAT ACCOUNTS.....	16
	ANNEXURE 3 – CONDITIONS PRECEDENT.....	18
	ANNEXURE 4 – SELLER WARRANTIES.....	20

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this “**Agreement**”) is executed on February 6, 2024 (“**Execution Date**”) at Kochi, India, by and amongst:

1. **POPULAR VEHICLES AND SERVICES LIMITED**, a company incorporated under the laws on India, having its registered office at Kuttukaran Centre, Mamangalam, Kochi, Ernakulam 682 025, Kerala, India and having permanent account number AACCV7324B (hereinafter referred to as the “**Company**”, which expression shall, unless contrary to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
2. **BANYANTREE GROWTH CAPITAL II, LLC**, a company incorporated under the laws of Mauritius with its principal office at 48A, Royal Road, Second Floor, Adjacent to Computer Gate, Belle Rose, Mauritius, (and having permanent account number AAFCB2660R (hereinafter referred to as “**Seller**”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and
3. **MR. JOHN K. PAUL**, a citizen of India with permanent account number AFFPP1585F, having his residence at 42/1058, Kuttukaran House, St Benedict Road, Ernakulam, Kerala 682 018 (hereinafter referred to as the “**Purchaser 1**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
4. **MR. FRANCIS K. PAUL**, a citizen of India with permanent account number AFFPP1584E, having his residence at Kuttukaran House, N H Bye Pass Road, Padivottam, Edapilly, P O, Ernakulam, Kerala 682 024 (hereinafter referred to as the “**Purchaser 2**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
5. **MR. NAVEEN PHILIP**, a citizen of India with permanent account number AFHPP3516N, having his residence at Valilyathottahil House, Dewans Road, Beat 10, Ernakulam (hereinafter referred to as the “**Purchaser 3**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

(Purchaser 1, Purchaser 2, and Purchaser 3 are hereinafter referred to individually as a “**Purchaser**” and collectively as the “**Purchasers**”, as the case may be.)

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

WHEREAS:

- A. As on the Execution Date, the Seller is the legal and beneficial owner of the Sale Shares (*defined below*), holding 34.01 % (Thirty-four point zero one percent) of the shareholding in the Company, on a Fully Diluted Basis.
- B. The Seller has agreed to sell to each of the the Purchasers and the Purchasers have agreed to purchase from the Seller the Sale Shares, together with all rights, title, and interest therein, on and from the Closing Date (*defined below*), free and clear of any Encumbrance, for the Consideration (*defined below*) set out against its name in **Annexure 2**, subject to, and in accordance with, the provisions of this Agreement.
- C. The Parties are now entering into this Agreement to record the terms and conditions with regard to sale and purchase of the Sale Shares.

NOW, THEREFORE, in consideration of the promises, mutual covenants, agreements, representations, warranties and indemnities contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** In this Agreement, unless the context otherwise requires, capitalised terms shall have the meanings ascribed to them under **Part A** of **Annexure 1**. Capitalized items not defined under **Part A** of **Annexure 1** shall have the meanings ascribed to them in the other parts of this Agreement when defined for use in bold letters enclosed within quotes (“”).
- 1.2 **Interpretation.** In this Agreement, unless the context requires otherwise, the rules of interpretation set out at **Part B** of **Annexure 1** shall apply.

2. AGREEMENT TO PURCHASE AND SELL

- 2.1. Subject to the terms and conditions of this Agreement, the Purchasers hereby agree to purchase from the Seller, and the Seller hereby agrees to sell to each of the the Purchasers, the Sale Shares, respectively, as set out in **Annexure 2**, together with all rights, title and interest accruing or attaching thereto, on and from the Closing Date, free and clear of any Encumbrances, in consideration of each of the Purchasers paying to the Seller the Consideration for their respective Sale Shares, as set out in **Annexure 2**.
- 2.2. Any Tax liability of the Seller on the sale of the Sale Shares shall be the sole liability of, and shall be borne only by, the Seller, without any recourse or liability to the Purchasers and / or the Company. Any Tax liability, if any, on account of provisions of section 56(2)(x) of the IT Act on purchase of any of the Sale Shares by the Purchasers shall be borne solely by the Purchasers without any recourse or liability to the Seller.
- 2.3. The payment of Consideration by the Purchasers to the Seller under this Agreement shall be subject to deduction of withholding taxes, in accordance with Applicable Laws.

3. CONDITIONS PRECEDENT

- 3.1. The obligation of any of the Purchasers to purchase their respective Sale Shares at Closing is subject to the fulfilment of, on or prior to Closing, the conditions set out in **Annexure 3**, to each of the Purchasers’ satisfaction (acting reasonably), unless any such conditions have been waived in writing by such Purchaser.
- 3.2. The Seller, the Purchasers and the Company shall use their respective best endeavours to fulfil its respective Conditions Precedent required to be fulfilled by each of them on or before the Long Stop Date.
- 3.3. **Delivery of CP Confirmation Notices**
- 3.3.1. Upon fulfilment of the Seller Conditions Precedent under this Agreement required to be fulfilled by the Seller (other than those that have been waived by such Purchaser, if they can be waived under Applicable Law), the Seller shall forthwith issue a certificate to each of the Purchasers (with a copy to the Company) along with appropriate documentary evidence indicating such fulfilment of the Seller Conditions Precedent (“**Seller CP Confirmation Notice**”).
- 3.3.2. Upon fulfilment of the Company Conditions Precedent under this Agreement (other than those that have been waived by such Purchaser), the Company shall forthwith

issue a certificate to each of the Purchasers (with a copy to the Seller) indicating fulfilment of the Company Conditions Precedent along with appropriate documentary evidence.

4. CLOSING AND POST-CLOSING

CLOSING

4.1. Subject to the satisfaction (or waiver in writing) of the Conditions Precedent to the satisfaction of the Purchasers, the Closing shall take place on or prior to the Long Stop Date on a date agreed to between the Parties (such date on which the Closing takes place, the “**Closing Date**”).

4.2. Action to be Completed on the Closing Date

On the Closing Date, the following actions shall take place and be undertaken:

4.2.1. The Seller shall procure and deliver to the Purchaser an opinion from a reputed Chartered Accountancy Firm on a reliance basis in form and substance acceptable to the Purchaser (“**Withholding Tax Memorandum**”), on the Tax treatment applicable to the sale of the Sale Shares to the Seller, analysis on characterization of the gains, the Withholding Tax Liability applicable to the sale of the Sale Shares by the Seller, the aggregate quantum of gains (along with calculation and explanation thereof including relating to the cost basis adopted for the calculation and the related supporting documentation that has been considered) chargeable or leviable on the Seller upon the transfer of the Sale Shares and certifying the amount of Tax, in form and substance acceptable to the Purchaser, that is required to be withheld by the Purchaser under the IT Act, from the Purchase Consideration payable to the Seller;

4.2.2. The Company shall obtain, and deliver to the Seller and the Purchasers, the final executed certificates for Tax Valuation Report (in the same form to the draft of the Tax Valuation Report agreed on or about the Execution Date);

4.2.3. The Seller shall provide the Purchasers with the Tax Status Report and 81 Report with respect to their respective Sale Shares, with these documents being in agreed form between the Purchasers and the Seller on or before the Closing Date. .

4.2.4. The Purchasers shall issue irrevocable wire instructions to its respective bank to pay the Seller the respective Consideration as set out in **Annexure 2** by wire transfer to the Seller Bank Account (after deduction of withholding tax under the IT Act);

4.2.5. the Seller shall deliver to its depository participant, duly executed, irrevocable and unconditional delivery instructions slips, instructing its depository participant to transfer the respective Sale Shares to the Purchaser’s Demat Account, and shall provide the Purchaser with a copy of such delivery instructions slips;

4.2.6. the Company shall procure that its Board passes resolutions approving each of the following:

(a) to take on record the transfer of Sale Shares, in dematerialized form (subject to receipt of acknowledgment from the authorized dealer bank in relation to Form SMF (FC-TRS) filed by the Seller for the transfer of the Sale Shares to the respective Purchasers);

(b) to authorize the requisite personnel of the Company to make all filings that are required to be made by the Company under Applicable Law with any

Governmental Authorities, pursuant to the actions undertaken on the Closing Date;

- 4.2.7. the Company shall provide to the Purchaser and the Seller certified true copies of the extracts of the resolutions approved by the Board.

POST-CLOSING

- 4.3. The Parties shall ensure that, after the Closing Date, the following actions are completed within the time period stipulated:
- 4.3.1. The Purchasers shall deposit all amount withheld from the Consideration paid to Seller with the relevant Tax Authority, in accordance with the IT Act, to the credit of the Seller, and provide the Seller, the withholding tax certificate and withholding tax challan for such withheld amounts in the manner and within the time prescribed by the IT Act;
- 4.3.2. The Seller shall: (a) make all the necessary Tax filings with the relevant Tax Authorities in relation to the Sale Shares under this Agreement in compliance with Applicable Law and within such time periods prescribed thereunder; and (b) duly keep and maintain all records which the Seller is required to keep for Tax purposes under Applicable Law or which would be needed to substantiate any claim made or position taken in relation to Tax by it and/or in relation to the Sale Shares.

5. REPRESENTATIONS AND WARRANTIES

- 5.1. The Seller represents and warrants to the Purchasers that each of the representations, warranties and statements contained in **Annexure 4** are true, accurate and correct as of the Execution Date and shall be true, accurate and correct on and as of the Closing Date as though made on and as of each such date.

6. INDEMNIFICATION

6.1. Seller Indemnification Event

The Seller agrees to indemnify, defend and hold harmless the Indemnified Parties from and against any and all Losses suffered or incurred by an Indemnified Party arising out of (a) any breach, misrepresentation or inaccuracy of the Seller Warranties; (b) any breach or misrepresentation by the Seller of its undertakings, obligations and/or covenants under this Agreement; (c) any fraud by the Seller with respect to its sale of the Sale Shares under this Agreement; and (d) any action under Section 281 of the IT Act or Section 81 of the Central Goods and Services Tax Act, 2017 or Section 20 of the Integrated Goods and Service Tax Act, 2017.

- 6.2. The Seller shall not seek restitution from the Company for any amounts paid by it to the Indemnified Parties under Clause 6 of this Agreement, and in relation to the Sale Shares, and the Seller expressly waives all rights under Applicable Law, equity or otherwise in respect of such restitution.
- 6.3. Any amounts payable by the Seller to an Indemnified Party under Clause 6 of this Agreement, shall be paid together with such additional sum as is necessary to ensure that after taking into account any applicable tax under the IT Act due on any such payment, whether by way of direct assessment or withholding at its source, the Indemnified Party is left with the same amount it would have had if the payment was not subject to such tax under the IT Act.

6.4. Notwithstanding anything contained in this Agreement, in relation to the indemnity claim under Clause 6.1 above, the Seller shall not be liable for any indemnity claims made against the Seller beyond the date that is 18 (eighteen) months from the Closing Date, and the Seller's liability for any indemnity claims under Clause 6.1 above shall not exceed the amount of Consideration paid net of the Withholding Tax Liability.

7. TERMINATION

7.1. This Agreement shall continue in full force and effect unless terminated:

7.1.1. by the mutual written agreement of the Parties;

7.1.2. by any of the the Purchasers, in respect to itself, with respect to all Parties, in the event of any breach or misrepresentation by the Seller of its undertakings, obligations and/or covenants under this Agreement.

7.2. No Effect on Accrued Rights

No termination of this Agreement shall affect any rights, remedies, obligations or liabilities of any Party that have or may have accrued prior to the date of termination of this Agreement.

7.3. Survival

Any provision that expressly or by implication intended to come into or continue in force on or after termination, including the provisions of Clause 1, Clause 8, Clause 9, Clause 10, Clause 11 and this Clause 7, shall survive the termination of this Agreement.

8. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

8.1. This Agreement shall be governed by, and construed in accordance with, the laws of India.

8.2. If any disputes or differences arise amongst any of the Parties hereto, during the subsistence of this Agreement or at any time thereafter, including any disputes concerning the existence, validity, termination or enforceability of this Agreement (“**Dispute**”), such Parties shall endeavour to settle the Dispute amicably, through their respective designated representatives, without making an external reference of the Dispute.

8.3. The attempt to bring about an amicable settlement of the Dispute is considered to have failed as soon as one of the Parties hereto, after reasonable attempts, which attempts shall continue for not less than 30 (thirty) calendar days, gives 7 (seven) calendar days' notice thereof to the other Party(ies) in writing.

8.4. In case of failure to reach a settlement of a Dispute as provided under Clause 8.3, such Dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the arbitration rules of the SIAC, for the time being in force, which rules are deemed to be incorporated by reference herein. The seat and venue of arbitration shall be Singapore.

8.5. The tribunal shall consist of 3 (three) arbitrators, of which the claimant(s) shall jointly appoint 1 (one) arbitrator and the respondent(s) shall jointly appoint 1 (one) arbitrator. The 2 (two) arbitrators so appointed shall appoint the 3rd (third) arbitrator.

8.6. The decision of the arbitration tribunal shall be final and binding on the parties to such Dispute. The language of the arbitration shall be English.

- 8.7. The arbitration tribunal shall be entitled to award costs of the arbitration. Subject to the foregoing, each of the Parties shall bear its own costs and expenses in relation to the arbitration, including but not limited to such Party's attorney's fees, the expenses and fees of the arbitrators.
- 8.8. The arbitration proceedings and all matters pertaining to the arbitration and all documents and submissions made therein pursuant to this Clause 8 shall be strictly confidential and subject to the provisions of Clause 10.
- 8.9. Subject to the other provisions of this Clause 8, and only for the purposes of section 9 (Interim measures etc. by court), section 27 (Court assistance in taking evidence) section 36 (Enforcement) and clause (a) of sub-section (1) and sub-section (3) of section 37 (Appealable Orders) of the (Indian) Arbitration and Conciliation Act 1996, the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Kochi, India.

9. NOTICES

9.1. Notice Procedure

Any notice or other communication required or permitted to be given to any Person hereunder shall be in writing and shall be given to such Person at such Person's address set out in Clause 9.2, or such other address as such Party may hereafter specify by notice in writing to the other Parties electronic mail, or in writing and signed by or on behalf of the Person giving it.

9.2. Details for Notices

9.2.1. Company:

Name: Popular Vehicles and Services Limited

Address: Kuttukkaran Centre, Mamangalam, Kochi,
Ernakulam 682 025, Kerala, India

Attention: Mr. John K. Paul

9.2.2. Seller:

Name: BanyanTree Growth Capital II, LLC

Address: 48A, Royal Road, Second Floor, Adjacent to Computer Gate,
Belle Rose, Mauritius

Attention: Mr. Rajiv Barnard

9.2.3. Representative (on behalf of the Purchasers):

Name: Mr. John K. Paul

Address: 42/1058, Kuttukaran House, St Benedict Road,
Ernakulam, Kerala 682018

Attention: Mr. John K. Paul

10. CONFIDENTIALITY

10.1. **Confidential Information**

The Parties hereto agree that all Confidential Information shall be kept confidential, and no Party shall, without the prior written approval of the Party to whom such Confidential Information relates, divulge such Confidential Information to any Person, in each case, save and except as provided in this Clause 10.

10.2. **Permitted Disclosures of Confidential Information**

Each Party shall be entitled to disclose Confidential Information to any Person:

- 10.2.1. with the prior written consent of the other Party to whom such Confidential Information relates;
- 10.2.2. to the extent required to fully vest the benefit of this Agreement or any documents contemplated herein (and any rights hereunder) in any Party, or for a Party to perform its obligations under this Agreement or any documents contemplated herein;
- 10.2.3. to the extent the Confidential Information becomes publicly available (other than by breach of this Agreement by such Party);
- 10.2.4. to the extent the Seller or the Purchaser are required to disclose the Confidential Information for preparation of tax returns and other regulatory filings including filings made before the Securities and Exchange Board of India;
- 10.2.5. as may be required by (or to procure compliance with) the terms of this Agreement, Applicable Law, judicial or arbitral proceedings, or by any competent judicial, governmental, tax, financial or regulatory authority or by any recognised investment exchange, or for tax or accounting purposes, provided, that, so far as practicable and legally permitted, the disclosing Party shall: (a) promptly notify the other Parties prior to making such disclosure; and (b) use reasonable endeavours to procure that any such recipient of Confidential Information is made aware of the confidential nature of such information and agrees to treat it accordingly.

10.3. **Press Release**

No announcement or disclosure concerning the transactions contemplated by this Agreement (including the transactions contemplated hereunder) shall be made by any of the Parties before or after Closing, except: (a) as agreed in writing between the Parties; (b) to the extent already publicly available (other than by breach of this Agreement by such Party); and / or (c) as may be required by any Applicable Law, provided, that, so far as practicable and legally permitted, the announcing Party shall promptly notify the other Parties prior to making such announcement or disclosure. Notwithstanding the foregoing, no reference to the Purchaser or the Seller shall be made publicly, including without limitation, on any other Party's website, with respect to any promotional materials, media or similar circumstances without the prior written consent of any of the Purchasers or the Seller (as may be applicable).

11. **MISCELLANEOUS PROVISIONS**

11.1. **Costs and Expenses**

Each Party agrees that it shall bear its own costs and expenses incurred by it in connection with any discussions, negotiations and investigations undertaken in connection with this Agreement. The stamp duty payable on this Agreement shall be borne by the Purchasers and the stamp duty payable on the transfer of the Sale Shares shall be borne and paid by the respective Purchasers.

11.2. **Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

11.3. **Assignment**

No Party shall be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part to any Person without the prior written consent of the other Parties and any attempt to do so shall be void.

11.4. **Entire Agreement**

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any agreement or understanding that may have existed between any two or more of the Parties prior to, or contemporaneously with, the date hereof in respect of the subject matter expressly set forth herein. It is further clarified that this Agreement will supersede the letters dated September 28, 2023 and February 6, 2024 issued by the Seller to the Purchasers.

11.5. **Amendments**

No modification or amendment to this Agreement shall be valid or binding unless it is made in writing and duly executed by all the Parties.

11.6. **Waivers**

A Party may waive any of its rights, powers, or remedies under this Agreement by notice in writing to the other relevant Parties of such waiver. Save and except as expressly provided hereunder, no delay or omission on the part of any Party to this Agreement in exercising any right, power or remedy provided by Applicable Law or under this Agreement or any other documents referred to herein shall impair such right, power or remedy or operate as a waiver thereof, and the single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy except where expressly stated herein.

11.7. **No Partnership**

Nothing in this Agreement or in any document referred to herein shall constitute any Party as a partner of any other Party, nor shall the execution, completion and implementation of this Agreement confer on any Party any power to bind or impose any obligations on any third parties on any other Party. Nothing in this Agreement shall be interpreted or construed to create an association, partnership, or joint venture amongst any of the Parties, to deem them to be Persons acting in concert or to impose any liability attributable to such relationship upon any of the Parties nor to constitute any Party as the agent of the other Party for any purpose.

11.8. **Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which when executed and delivered shall be an original but all the counterparts together shall constitute one instrument. Facsimile transmission or electronic

mail in portable format (.pdf) of an executed signature page of this Agreement by a Party shall constitute, and be sufficient evidence of, due execution of this Agreement by such Party.

11.9. Cumulative Rights & Specific Performance

Subject to the provisions of Clause **Error! Reference source not found.**, all rights, powers, privileges and/or remedies of each of the Parties under this Agreement, whether provided herein or conferred by Applicable Law or otherwise, are cumulative and not alternative and may be enforced successively or concurrently. Subject to the provisions of Clause **Error! Reference source not found.**, each Party will have the right to seek adequate remedies under Applicable Law, including right to seek an injunction, specific performance, or other equitable relief.

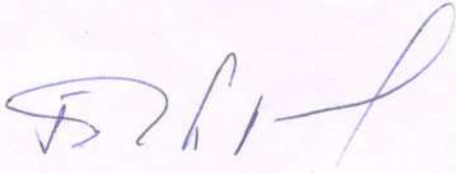
11.10. Further Assurances

Each Party shall, from time to time, execute such documents and perform such acts and things as any other Party may reasonably require to complete the transactions contemplated hereby, and to give effect to the provisions of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For and on behalf of Popular Vehicles and Services Limited

A handwritten signature in blue ink, appearing to be 'J.K. Paul', written over a faint circular stamp or watermark.

Name: Mr. John K. Paul

Designation: Authorised Signatory

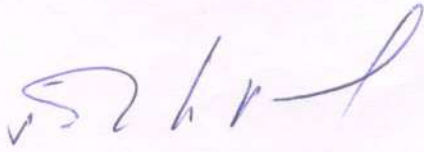
For and on behalf of BanyanTree Growth Capital II, LLC



Name: M.R. RAJIV KUMAR

Designation: Authorised Signatory

For and on behalf of

A handwritten signature in blue ink, appearing to read 'J. K. Paul', with a stylized flourish at the end.

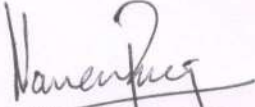
Name: Mr. John K. Paul

For and on behalf of

A handwritten signature in black ink, appearing to read 'FKP', with a long horizontal line extending to the right.

Name: Mr. Francis K. Paul

For and on behalf of



Name: Mr. Naveen Philip

ANNEXURE 1 – DEFINITIONS AND INTERPRETATION

PART A – DEFINITIONS

“**81 Report**” shall mean an executed report from a Big Four Accounting Firm or a reputed Chartered Accountancy firm in the form and substance acceptable to the Purchasers and on which the Purchasers can place reliance, summarizing that: (i) there are no pending legal proceedings in respect of recovery of Tax from such Seller or disputed or undisputed Tax claims against the Seller under the provisions of the central and state goods and services legislations and Integrated Goods and Services Tax Act, 2017 (together referred to as “GST Act”) and no notices have been received by the Seller which in either case will: (a) prevent the sale of the sale shares from being consummated; (b) render sale of the sale shares void under the GST Act; (ii) all applicable Tax returns, have been duly filed by the Seller; and (iii) provide screenshots of the status of return filed, outstanding demands and ongoing Tax proceedings, if any from the Tax Authorities, from their respective goods and services tax e-filing portal.

“**Act**” means the (Indian) Companies Act, 2013, as amended from time to time.

“**Applicable Law**” means any and all:

- a. statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable jurisdiction (including jurisdictions in which the concerned entities are incorporated and/or carry on any business or activities);
- b. administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or governmental approvals of, or agreements with, any Governmental Authority; and
- c. rules of any recognised stock exchange, and international treaties, conventions and protocols; as applicable, may be in force and have effect of law from time to time.

“**Big Four Accounting Firm**” means any of: (a) KPMG; (b) PwC (formerly PriceWaterhouseCoopers); (c) Deloitte Touche Tohmatsu Limited; and (d) EY (formerly Ernst & Young), or any of their respective affiliates in India.

“**Board**” means the board of directors of the Company, as appointed from time to time.

“**Business Day**” means a day when banks are open for business in each of (i) Kochi, India and (ii) Mauritius and any working day other than (a) the day which has been declared and notified by the Government of India in the Official Gazette to be a “Public Holiday” as referred to in the explanation to Section 25 of the Negotiable Instruments Act, 1881) and (b) any day on which scheduled banks in (i) Kochi, India and (ii) Mauritius are closed for business.

“**Chartered Accountancy Firm**” shall mean a reputed chartered accountancy firm as mutually agreed between the Parties.

“**Closing**” means the completion of all the actions set out at Clause 4.2 in accordance with this Agreement.

“**Closing Date**” has the meaning ascribed to it in Clause 0.

“**Conditions Precedent**” means the conditions precedent that are set out in **Annexure 3**.

“Confidential Information” means the contents of this Agreement and any information (whether oral or recorded in any medium) relating to a Purchaser (with respect to the confidentiality obligations of the Seller and the Company under this Agreement) or the Seller (with respect to the confidentiality obligations of each of the Purchasers and the Company under this Agreement), as provided by such Party to any of the other Parties pursuant to or in connection with this Agreement or the Transaction.

“Consideration” means the consideration payable by each of the Purchaser to the Seller on the Closing Date, in respect of the Sale Shares, as set out in **Annexure 2**.

“Dispute” has the meaning ascribed to it in Clause 8.2.

“Encumbrance” includes any security, interest, claim, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, or other encumbrance of any kind, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect of granting of security under Applicable Law, any adverse claim as to title, possession or use, and any voting agreement, interest, option, right of first offer or refusal or transfer restriction in favour of any Person.

“Existing Shareholders” means the shareholders of the Company from time to time.

“FEMA Valuation Report” means a report (in a form satisfactory to the Seller and Purchaser) setting out the value of the Sale Shares as per the provisions of the Foreign Exchange Management Act, 1999 and rules made thereunder including the Foreign Exchange Management (Mode of Payment and Reporting of Non-Debt Instruments) Regulations, 2019, obtained from a chartered accountant or Securities and Exchange Board of India registered merchant banker on which reliance can be placed by the Seller and the Purchaser.

“Fully Diluted Basis” means the assumption that all options, warrants or other securities or instruments (whether issued or issuable, by reason of being approved for issuance by the Company or the Existing Shareholders or otherwise, but not yet issued) convertible into ordinary equity shares of any nature or any other rights to acquire equity shares or any other existing or future classes of capital of the Company have been exercised or converted, in full, regardless of whether any such options, warrants, convertible securities or instruments or other rights are then vested or exercisable or convertible in accordance with their respective terms.

“Governmental Authority” means any governmental, judicial, legislative, executive, administrative or regulatory authority of any national, supranational, state or local government (including municipal governments), or any ministry, subdivision, agency, commission, office, court, authority, tribunal or other instrumentality of such body, and any self-regulatory organisation, and includes any Tax Authority, any arbitral tribunal of competent jurisdiction, and any applicable investment or securities exchange.

“Indemnified Parties” means the Purchasers, the Company and its officers and directors.

“INR” means the lawful currency of Republic of India.

“IT Act” means the (Indian) Income-Tax Act, 1961, and the notifications, circulars. rules framed thereunder as may be amended, re-enacted, or replaced from time to time.

“Long Stop Date” means March 31, 2024, or such other date as may be agreed in writing by the Purchasers and the Seller as the Long Stop Date.

“Losses” means, with respect to any Person, any and all direct losses, liabilities, damages, charges, fines and penalties, interest, and reasonable costs and expenses (including out of pocket expenses,

professional fees and disbursements) but shall exclude any indirect, remote, consequential, special, exemplary or punitive losses, any loss of profits, revenue, business, opportunity, goodwill and/or reputation, whether foreseeable or not.

“**Person**” means and includes any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company (including a limited liability company) or corporation with or without stock capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, or Governmental Authority, however designated or constituted (in each case, whether or not having separate legal personality) and/ or any other entity that may be treated as a person under Applicable Law.

“**Purchaser Demat Account**” means the demat account of the Purchaser with its depository participant, details of which are set out at **Part C of Annexure 2**.

“**Sale Shares**” means, collectively such number and class of shares of the Company, which were issued as bonus shares of the Company to the Seller on September 18, 2018, proposed to be sold by the Seller to the Purchasers, as indicated next to its name in **Part A of Annexure 2**.

“**Seller Bank Account**” means the bank account of the Seller, details of which are set out at **Part B of Annexure 2**.

“**Seller Conditions Precedent**” are the conditions precedent set out in **Part A of Annexure 3**.

“**Seller CP Confirmation Notice**” has the meaning ascribed to it in Clause 3.3.1.

“**Seller Demat Account**” means the demat account of the Seller, with its depository participant, details of which are set out at **Part C of Annexure 3**.

“**Seller Warranties**” are the warranties set out in **Annexure 4**.

“**SIAC**” has the meaning ascribed to it in Clause 8.4.

“**Tax**”, “**Taxes**” or “**Taxation**” means any and all taxes (whether direct or indirect), including corporate or personal income taxes, capital taxes, stamp duties (both on the issuance and on the transfer of securities), withholding tax, buyback taxes, dividend distribution taxes, securities transaction taxes, minimum alternative taxes, taxes including or other charges in the nature of excise, tax as representative assessee, ad valorem, value added taxes, goods and service tax taxes on income, gross receipts, sales, profits, service, service use, payroll, employment, social security, workers’ compensation, unemployment compensation, environmental, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties, tariffs, license, registration and documentation fees or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest, surcharge, cess, duties, late fee, assessment, in respect of such additions or penalties payable to any Tax Authority or a tax authority in any jurisdiction;.

“**Tax Authority**” means any taxing or other Governmental Authority in India or outside India competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of any Tax in or outside India.

“**Tax Status Report**” means report(s) duly signed by a Big Four Accounting Firm or a reputed Chartered Accountancy Firm and on its letterhead as on Closing Date, to be provided on reliance basis in the form and substance acceptable to the Purchasers reflecting that the Seller has filed its Indian tax return, as applicable, that there are no outstanding dues or sums payable under the IT Act in respect of the Sale Shares, except as disclosed in such report, and containing the screenshots from the income-tax website including screenshot reflecting that Seller is not a specified person

under section 206AB of the IT Act and TDS Reconciliation Analysis and Correction Enabling System (TRACES) web-portal of the Income Tax Authority, Government of India providing the factual status that there are no tax proceedings pending against the Seller as referred to in Section 281 of the IT Act and Rule 2 of Second Schedule of IT Act or setting out the status of any such pending tax proceedings, as the case may be. Tax Status Report shall also state that Seller is not responsible for the payment of Taxes of any Person other than themselves and a reliance letter to be issued by such Big Four Accounting Firm or a reputed Chartered Accountancy Firm, as on Closing Date, to the Purchasers to permit the Purchasers to rely on the Tax Status Report, each of which are in a form agreed between the Purchaser and UV as on or about the Execution Date.

“Tax Valuation Report” means a report (in a form satisfactory to the Seller and the Purchaser) setting out the value of the Sale Shares as per Section 50CA and Section 56(2)(x) of the IT Act read with Rule 11U, 11UA and Rule 11UAA of the Income Tax Rules, 1962, obtained from a chartered accountant and on which reliance can be placed by the Seller and the Purchasers.

“Transaction” means the purchase of all of the Sale Shares by the Purchaser from the Seller as contemplated under this Agreement.

“Withholding Tax Liability” means any Tax (including surcharge, education cess or any other similar item) under the IT Act, arising out of the sale of the Sale Shares by the Seller under this Agreement, which is to be deducted by the Purchaser as payer of the Purchase Consideration

PART B – RULES OF INTERPRETATION AND CONSTRUCTION

1. The table of contents and headings set forth in this Agreement are for convenience of reference only and shall not affect or be deemed to affect, in any way, the meaning or interpretation of this Agreement or any term or provision hereof.
2. Unless otherwise indicated, all references herein to Clauses, Paragraphs, Annexures or Schedules, shall be deemed to refer to Clauses, Paragraphs, Annexures or Schedules, as the case may be, of or to this Agreement. The expression “this Clause” or “this Paragraph” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause or Paragraph (not merely the sub-clause or sub-paragraph) in which the expression occurs.
3. The Recitals, Annexures and Schedules form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.
4. Words of either gender are deemed to include all other genders and words using the singular also include the plural, and *vice versa*, and where a word or phrase is defined, its other grammatical forms have the corresponding meaning.
5. The words “include”, “includes” and “including” mean “include”, “includes” and “including”, in each case, “without limitation”.
6. All obligations of the Seller under this Agreement shall be several in nature, and not joint.
7. Any reference to “writing” shall include printing, typing, lithography and other means of reproducing words in visible form and includes any communication made by electronic mail.
8. Any reference to a statute, ordinance, or other Applicable Law shall be deemed to include any references to such statute, ordinance or other Applicable Law in force as of the date of this Agreement (together with all regulations promulgated thereunder), in each case, as may be amended, re-enacted, supplemented, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.
9. Any reference to a document in “agreed form” is to the form of the relevant document agreed between the Purchaser, the Company and the Seller (in each case with such amendments as may be agreed between them) and any reference to the term “mutually agreed” or any other similar term, shall mean agreed between the Purchaser, the Company and the Seller.
10. 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.
11. Unless otherwise specified, time periods within or following which any payment is to be made, or any act is to be done, shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
12. The Parties agree that they have been represented by a counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any Applicable Law, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting this Agreement.

ANNEXURE 2 – SALE SHARES, CONSIDERATION, BANK ACCOUNTS & DEMAT ACCOUNTS

PART A - DETAILS OF INITIAL SALE SHARES AND CONSIDERATION

No.	Name of Seller	Name of Purchaser	No. of Sale Shares (Equity Shares)	Value per Sale Share (INR)	Consideration (INR)
1.	BanyanTree Growth Capital II, LLC	John K. Paul	763737	57	4,35,33,009
2.		Francis K. Paul	763737	57	4,35,33,009
3.		Naveen Philip	763737	57	4,35,33,009
	Total		2291211		

PART B - DETAILS OF THE SELLER'S BANK ACCOUNT

Bank Account Details	Seller
Name of Beneficiary	BanyanTree Growth Capital II, LLC
Bank Name	The State Bank of Mauritius Ltd.
Bank Address	9 th Floor SBM Tower, Port Louis Mauritius
Account Type	Savings
Account No.	61026000028958
Swift Code	STCBMUMU
IFSC Code	NA (For Mauritius accounts you do not have IFSC Code)

PART C - DEMAT ACCOUNT DETAILS

Name	Demat Account Details (DP ID and Client ID)
Seller	DP ID: IN303173

Name	Demat Account Details (DP ID and Client ID)
	Client ID: 20032067
Purchaser 1	DP ID:IN300118 Client ID: 11657956
Purchaser 2	DP ID:IN300118 Client ID: 11657989
Purchaser 3	DP ID: IN300118 Client ID: 11657972

ANNEXURE 3 – CONDITIONS PRECEDENT

PART A: SELLER CONDITIONS PRECEDENT

1. Each of the Seller Warranties, shall have been true and correct as on the Execution Date, and shall be true and correct as on the Closing Date, as if made on and as of such date;
2. There shall not be: (a) on the Execution Date and the Closing Date, any order in effect pending or threatened in writing, or Applicable Law in effect, which restrains, prohibits, restricts, makes illegal, or seeks to impose conditions on the ownership of the Sale Shares that affects the consummation of the sale and transfer of the Sale Shares as contemplated herein, and there being no Governmental Authority that has instituted any action or investigation against the Seller (and of which the Seller has received written notice) to restrain, delay, prohibit or otherwise challenge the sale of the Sale Shares by the Seller to the Purchasers and/or no adverse directions (interim or final) have been passed therein; or (b) any change, modification, or amendment of any Applicable Law between the Execution Date and the Closing Date which requires that the prior approval from a Governmental Authority for the Seller's consummation of any of the transactions contemplated under this Agreement be obtained by it, which prior approval from a Governmental Authority has not been obtained by the date of issuance of the Seller CP Confirmation Notice;
3. The Seller shall have provided a certified true copy of its permanent account number to the Purchasers;
4. The Seller shall have provided to the Purchasers, drafts of the supporting documents in relation to the Form FC-TRS (Single Master Form) to be filed on the Foreign Investment Reporting and Management System portal of the Reserve Bank of India by the Seller for the transfer of the Sale Shares to the Purchaser, and the same shall be in agreed form between the Seller and the Purchasers;
5. The Seller shall have delivered to the other Parties, a copy of its corporate authorisations to: (a) execute, and perform, this Agreement; and (b) consummate the transactions contemplated therein;
6. The Purchaser and the Seller shall have agreed on the form of the Tax Status Report, 81 Report and Withholding Tax Memorandum;
7. The Seller shall have provided to the Purchasers the necessary details / information available with the Seller to enable the Purchaser to file Form 15CA and Form 15CB in respect of the remittance of purchase consideration;
8. The Seller shall have provided the Purchasers the requisite details for filing TDS return in Form 27Q;
9. The Seller shall have provided certified true copies of the following documents: (a) certificate of incorporation; and (b) tax residency certificate issued by Mauritius Tax Authority which is valid for the entire Indian financial year in which Closing of the Transaction contemplated pursuant to this Agreement takes place; and
10. The Seller shall have provided the Purchasers all the documents and information they have provided to the reputed Chartered Accountancy Firm in connection with Withholding Tax Memorandum.

PART B: COMPANY CONDITIONS PRECEDENT

1. The Company shall have delivered to the Seller and the Purchasers the draft of the FEMA Valuation Report, in a form and substance acceptable to the Seller and the Purchasers;
2. The Company shall have delivered to the Seller and the Purchasers the draft of the Tax Valuation Report, in a form and substance acceptable to the Seller and the Purchasers; and
3. The Company shall have provided to the Purchasers, a copy of the latest benpos statement evidencing Seller's title to the Sale Shares.

ANNEXURE 4 – SELLER WARRANTIES

1. The Seller is the sole legal and beneficial owner of the Sale Shares indicated next to its name under **Part A** of **Annexure 2**, and all such Sale Shares are fully paid up and freely transferable by it to the Purchaser and free from Encumbrances in accordance with the terms and conditions of this Agreement;
2. The Seller has a clear, valid and marketable title in respect of the Sale Shares indicated against its name in **Part A** of **Annexure 2**, together with all the rights, title, interests and benefits in relation thereto, free from any Encumbrance. The Sale Shares held by it are in dematerialized form and held in its Seller Demat Account;
3. Other than as set out in the Tax Status Report and the 81 Report, there are no pending or subsisting proceedings or outstanding demands in relation to taxes against the Seller under the IT Act, and/or (y) no notice under Rule 2 of the second schedule of the IT Act has been served on the Seller, in each case, which can adversely affect the transfer of the Sale Shares or will render the sale of its Sale Shares void under Section 281 of the IT Act;
4. Other than as set out in the Tax Status Report and the 81 Report, there are no pending or subsisting proceedings or outstanding demands under the Central Goods and Services Tax Act, 2017, the State Goods and Services Tax Act, 2017 and the Integrated Goods and Services Tax Act, 2017 against the Seller that may adversely affect the transfer of the Sale Shares or make void, the transaction of the sale of the Sale Shares in terms of section 81 of the Central Goods and Services Tax Act, 2017;
5. There are no voting trusts, shareholders agreements, proxies or other agreements (including any side letter) in effect with respect to the voting, transfer or dividend rights of the Sale Shares;
6. The Seller is and was at the time of acquisition of the Sale Shares a “person resident outside India” (as defined under the Foreign Exchange Management Act, 1999 and the rules and regulations framed thereunder);
7. Neither the Seller, nor has anyone on behalf of the Seller has done, committed or omitted any act, deed, matter or thing whereby the Sale Shares held by the Seller can be forfeited, extinguished or rendered void or voidable; and
8. All warranties, facts, information and/or documents provided by the Seller for and in connection with the Tax Status Report and 81 Report to a Big Four Accounting Firm or a reputed Chartered Accountancy Firm, are true and complete correct in all respects.