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INDIA NON JUDICIAL

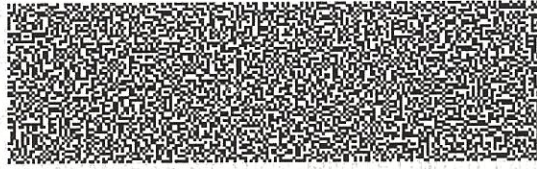
Government of Karnataka

Rs. 12,730

e-Stamp

Certificate No. : IN-KA48804954209629W
Certificate Issued Date : 03-Jul-2024 06:03 PM
Account Reference : NONACC (FI)/ kacrsf08/ MYSORE SOUTH10/ KA-MY
Unique Doc. Reference : SUBIN-KAKACRSFL0852634786109564W
Purchased by : ENHANZED EDUCATION PRIVATE LIMITED
Description of Document : Article 5(c)(ii) Agreement or its records or MOA - In any other case
Property Description : SHARE PURCHASE AGREEMENT
Consideration Price (Rs.) : 12,73,00,000
(Twelve Crore Seventy Three Lakh only)
First Party : ENHANZED EDUCATION PRIVATE LIMITED
Second Party : EXCELSOFT TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Paid By : ENHANZED EDUCATION PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 12,730
(Twelve Thousand Seven Hundred And Thirty only)

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Please write or type below this line

"THIS STAMP PAPER FORMS AN INTERGAL PART OF THE SHARE PURCHASE AGREEMENT DATED JULY 03, 2024 EXECUTED BY AND AMONGST MR. D. SUDHANVA, MR. ADARSH MYSORE, ZINNIEA CONSULTANTS PRIVATE LIMITED, EXCELSOFT TECHNOLOGIES PRIVATE LIMITED AND ENHANZED EDUCATION PRIVATE LIMITED."

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

GOVERNMENT OF KARNATAKA

SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** (“**Agreement**”) is made on this 3rd day of July 2024 (“**Execution Date**”),

BY AND AMONGST

MR. D. SUDHANVA, aged about **62** and residing at No.4, Sukanya, Dattagalli 3rd Stage, Near Netaji Circle, Mysore 570023 (hereinafter referred to as “**Transferor No. 1**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, legal representatives, administrators and permitted assigns) of the **FIRST PART**;

AND

MR. ADARSH MYSORE SUDHINDRATHEERTHA aged about 37 and residing at No. 96, 4th Main, 5th Cross, Saraswathipuram, Mysore 570009 (hereinafter referred to as “**Transferor No. 2**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, legal representatives, administrators and permitted assigns) of the **SECOND PART**;

AND

ZINNIEA CONSULTANTS PRIVATE LIMITED, a company validly existing under the Companies Act, 2013 having corporate identity number (CIN) U74999KA2017PTC103379 and having its registered office at 1204, Brigade Horizon Apartment, T.N.Pura Road, Nazarbad, Mysore 570010 (hereinafter referred to as “**Transferor No. 3**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, legal representatives, administrators and permitted assigns) of the **THIRD PART**;

AND

EXCELISOFT TECHNOLOGIES PRIVATE LIMITED, a company validly existing under the Companies Act, 2013 having corporate identity number (CIN) U72900KA2000PTC027256 and having its registered office at 1-B, Hootagalli Industrial Area, Mysore, Karnataka, India, 570018 (hereinafter referred to as the “**Transferree**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FOURTH PART**;

AND

ENHANZED EDUCATION PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 (bearing CIN: U74900KA2016PTC092478) and having its registered office at No. 3, 3rd Block, 7th Main, Jayalakshmpuram, Mysore, Karnataka 570012 (hereinafter referred to as “**Company**”, which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns), of the **FIFTH PART**.

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Page 1 of 19



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[Transferor No. 1, Transferor No. 2 and Transferor No. 3 are collectively referred to as the “**Transferors**”.

The Transferors, the Transferee and the Company are collectively referred to as the “**Parties**” and each of them is individually referred to as a “**Party**”, as the context may require.]

WHEREAS:

- A. As on the date of this Agreement, the Transferors are desirous of selling a total of **5,55,556** Equity shares (“**Sale Shares**”) held by them in the Company. The Sale Shares represent 100% of the share capital of the Company. The shareholding pattern of the Company on a fully diluted basis as on Execution Date is as set forth in **Part B of Schedule IV** to this Agreement. Pursuant to Closing, the shareholding pattern of the Company on fully diluted basis shall be as set out in **Part C of Schedule IV** hereto.
- B. The Transferee is desirous of buying the Sale Shares, on the terms and conditions and in the manner and proportion as set out in this Agreement, for the Sale Consideration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this Agreement, capitalized terms defined by inclusion in quotations and/ or parenthesis have the meanings so given.
- 1.2. The following terms shall have the meanings hereinafter assigned to them. Any terms not specifically defined below shall have the same meaning as assigned to them in the respective clauses/ sub-clauses/ paragraphs of this Agreement.
 - (a) “**Agreement**” means this Agreement along with all schedules attached hereto and all instruments supplemental to or in amendment or furtherance or confirmation of this Agreement, entered into in writing, in accordance with its terms.
 - (b) “**Applicable Law(s)**” includes, all statutes, enactments, acts of legislature, ordinances, rules, bye-laws, regulations, notifications, guidelines, clarifications, policies, directions, directives and orders or other governmental restrictions or any similar form or determination by, or any interpretation, having the force of law of any of the foregoing, of any government, statutory authority, tribunal, board, court having jurisdiction over the matter in question, or any recognized stock exchange(s) on which the Shares or other instruments issued by the Company may be listed.

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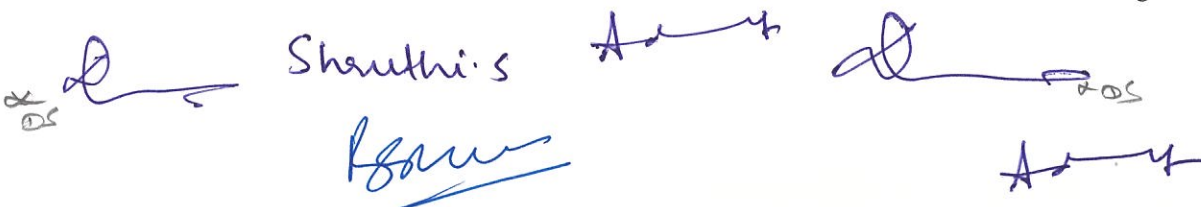




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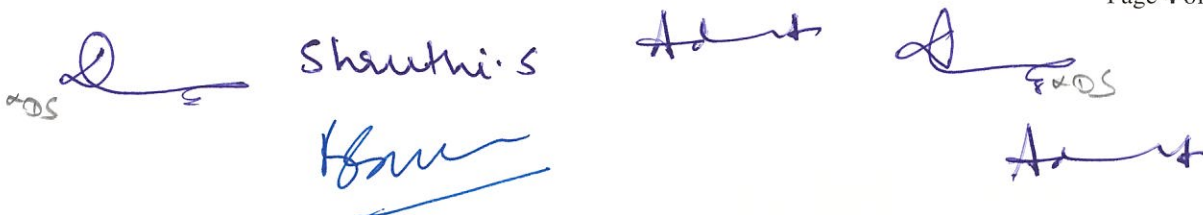


- (c) “**Articles**” means the articles of association of the Company.
- (d) “**Board**” means the board of directors of the Company, as constituted from time to time.
- (e) “**Business Day**” means a day on which banks are open for business, in Bengaluru, India.
- (f) “**Confidential Information**” means all communications between the Company, the Transferor(s), and the Transferee, the Shareholders or any of them and all information and other material supplied to or received by any of the Parties hereto from the others which is either marked “Confidential” or is by its nature intended to be exclusively for the knowledge of the recipient alone, and any information concerning the business, customer details, intellectual property rights or the financial arrangements of the Company or its subsidiary or of the Shareholders or of any person with whom any of the aforesaid is in a confidential relationship and shall include the terms of this Agreement and all connected documents and/or writings. Confidential Information shall also include all trade secrets of the Company, including but not limited to any information and know-how which relates to the operational, commercial, technical and financial activities of the Company, business opportunities (including potential opportunities), client pitch documents/information packs, or any such confidential information concerning any other company, or any of the Company’s suppliers, agents, distributors or customers/clients.
- (g) “**Closing**” means consummation of all actions listed in Clause 4, required to be completed as on the Closing Date.
- (h) “**Closing Date**” shall mean the date on which the Closing shall take place.
- (i) “**Designated Account**” shall mean the bank account of the Transferor, details of which are specified in **SCHEDULE III** hereto, into which the Transferee shall remit the Sale Consideration in accordance with the terms hereof.
- (j) “**Encumbrance**” means any form of legal or equitable security interest, including but not limited to any mortgage, assignment of receivables, equity securities, lien, charge, pledge, title retention, right to acquire, lease, sub-lease, license, voting agreement, security interest, hypothecation, option, right of first refusal, restrictions or limitation, purchase agreement, any preference arrangement (including title transfers and retention arrangements or otherwise), and any other encumbrance or similar condition whatsoever, or an agreement to do any of the foregoing, or any other arrangements having similar effect. The term “Encumber” shall be construed accordingly.
- (k) “**Equity Shares**” means equity shares of the Company having a face value of INR 10/- (Rupees Ten Only) each.
- (l) “**Material Adverse Effect**” means any change or effect (including but not limited to change in Applicable Law) that would have (or could reasonably be expected to have) a



materially adverse impact to (a) the business, operations, assets, condition (financial or otherwise), operating results of the Company; or (b) the ability of the Parties to consummate the transactions contemplated herein; or (c) the validity, legality or enforceability of the rights or remedies of the Transferee under this Agreement






- (m) **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, joint venture, association, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws.
- (n) **“Sale Consideration”** shall mean the consideration payable by the Transferee to the Transferors (respectively) for purchase of the Sale Shares, as set out under **Part A of SCHEDULE IV** hereto.
- (o) **“Sale Shares”** shall mean Sale Shares of each of the Transferors, as detailed under **Part A of SCHEDULE IV** hereto.
- (p) **“Transferor Warranties”** means, the representations and warranties of the Transferors as set forth in **Part A of SCHEDULE II** hereto.
- (q) **“Shareholders”** mean existing shareholders of the Company.
- (r) **“Tax”** means any and all forms of direct and indirect taxes with reference to income, profits, gains, net wealth, asset values, turnover, gross receipts, withholding including but not limited to capital gains, corporate income tax, minimum alternate tax, withholding tax, buyback distribution tax, dividend distribution tax, equalisation levy, wealth tax, duties (including stamp duties), excise, customs, sales tax, value added tax, goods and services tax, charges, imposts, levies, fees, surcharge, cesses, charges and rates imposed, levied, collected, withheld or assessed or reassessed by any local, municipal, regional, urban, state, federal or other governmental authority in India or elsewhere together with any interest, penalty, or fine in connection therewith, including payable in representative capacity.
- (s) **“Tax Proceedings”** means recovery proceedings, representative–assessee related proceedings, assessment proceedings, withholding tax related proceedings, re–assessment proceedings, revision proceedings, rectification proceedings, stay of demand related proceedings, appeals (at any level) and all other similar and incidental actions (including proceedings related to interest and penalty) under the Income Tax Act, 1961 including related / consequential proceedings / appeal / petition / reference before any of the High Courts in India and/or the Supreme Court of India.
- (t) **“Transfer”** (including the terms “Transferred” and “Transferability”) means to directly or indirectly, transfer, sell, assign, Encumber in any manner, place in trust (voting or otherwise), exchange, gift or transfer by operation of law.



- 1.3. Interpretation: Unless the context of this Agreement otherwise requires:
- 1.3.1. words using the singular or plural number also include the plural or singular number, respectively;
 - 1.3.2. the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement and not to any particular clause, article or section of this Agreement;
 - 1.3.3. the terms “include” and “including” shall mean ‘include / including without limitation’;
 - 1.3.4. references to “writing” or comparable expressions include a reference to facsimile and electronic transmission or comparable means of communication, but shall exclude other text or instant messaging via mobile or smartphones;
 - 1.3.5. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 1.4. Headings and Clauses: The table of contents and the headings are for ease of reference only and do not affect the construction of this Agreement. References to Clauses are to be construed as references to Clauses of this Agreement.
- 1.5. Parties have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement.

2. SALE AND PURCHASE OF SALE SHARES

- 2.1 Subject to the terms and conditions of this Agreement, the Transferors shall Transfer, convey and deliver to the Transferee and the Transferee shall purchase, acquire and accept from the Transferors, on the Closing Date, relying on the Transferor Warranties contained in Clause 5 and **SCHEDULE II** of this Agreement, the Sale Shares (free and clear of all Encumbrances along with all rights, title and interests of the Transferor in and to such Sale Shares, together with all the benefits and rights attaching thereto, for the Sale Consideration. Upon Transfer of the Sale Shares, the Transferee shall have full legal and beneficial ownership of the Sale Shares.

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3. **CONDITIONS PRECEDENT**

3.1 Conditions **Precedent to Closing Date**: Closing shall be conditional on each of the following conditions (“**Conditions Precedent**”) having been fulfilled to the satisfaction of each of the Transferee or deferred or waived, in writing, at the sole discretion of each of the Transferee (to the extent permissible under Applicable Law) on the Closing Date, in accordance with this Agreement:

3.1.1 Obtaining Consents and Approvals. The Transferors and the Company (*to the extent applicable*) shall have obtained all authorizations, approvals, permits, consents and waivers, necessary or appropriate, for the performance of its obligations under this Agreement, whether under Applicable Law, contract, (including but not limited to obtaining necessary permissions from such Shareholders as may be required under the Articles of Association to proceed with sale of Sale Shares under this Agreement), Articles or otherwise, and shall have provided the Transferee with satisfactory evidence thereof.

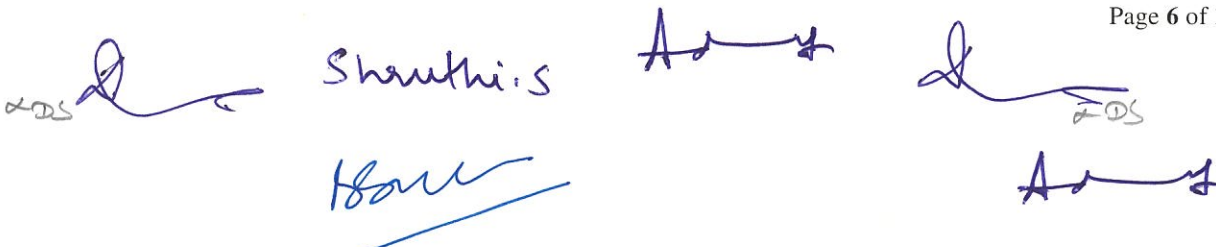
3.1.2 Transferor Transfer Documents. The Transferor shall have provided the Company and the Transferee with the original duly executed and adequately stamped share transfer forms as per the format prescribed in Form SH-4 (“**Share Transfer Form**”) and the original duly stamped share certificates in respect of such Sale Shares.

3.1.3 Board Approval. The Company shall ensure that the Board shall have passed resolutions for approving the execution of this Agreement and the performance of the Company’s obligations hereunder and shall have delivered to the Transferee, and the Transferor, certified true copies of such resolutions along with all requisite supporting documents.

3.1.4 Split of Sale Shares Certificate. The Company shall convene a meeting of its Board to split the relevant share certificate such that the share certificate representing the relevant Sale Shares can be handed over to the respective Transferee on the Closing Date and the new share certificates can also be handed over to the Transferor on the Closing Date or any date thereafter; it being clarified that the share certificates representing the relevant Sale Shares shall be retained by the Company till the Closing Date.

3.1.5 Title. The Transferor having good, clear and marketable title to their Sale Shares, free and clear from any Encumbrances or any other similar interest.

3.1.6 Material Adverse Effect. No event shall have occurred or be continuing which, constitutes a Material Adverse Effect.



3.1.7 Execution. The execution, delivery and implementation of the transactions contemplated by this Agreement and the sale and transfer of the Sale Shares not being in breach of any Applicable Law.

4. CLOSING

4.1. The Closing shall take place, with respect to each Transferee, on a date as mutually agreed between the Transferors and the Transferee, such date being not more than 5 (five) Business Days following the completion (or deferral / waiver, in writing by each Transferee) of the Conditions Precedent as per the manner outlined in Clause 3 above. The obligations of each of the Parties in Clause 4.2 are interdependent and Closing shall not be deemed to have occurred unless all of the obligations set out in Clause 4.2 are complied with and are fully effective. In the event all the obligations set out in Clause 4.2 are not completed on the same day, the day on which the last of the obligations is completed shall be deemed to be the Closing Date for the purposes of this Agreement.

4.2. On the Closing Date:

- (i) The Transferee shall transfer the Sale Consideration to the respective Designated Accounts of the Transferors and provide a copy of the Unique Transaction Reference (“**Transfer Instruction**”) and the Company shall obtain written confirmation *via* email from the Transferors that they have received the Sale Consideration. The Parties further agree that the Transferee shall not be required or obligated to make any further payments towards the purchase of the Sale Shares.
- (ii) Transferee Transfer Documents. The respective Transferee shall have countersigned the executed Share Transfer Form provided by the Transferor to the Company in respect of such Sale Shares.
- (iii) The Company shall convene a Board meeting to pass necessary resolutions and undertake the following actions:
 - (a) Duly endorse the share certificates representing such Sale Shares (or a part of it).
 - (b) take on record and approve the Transfer of Sale Shares from the Transferors to the Transferee.
 - (c) Update the register of members (maintained in Form MGT-1 (as set out in the Companies (Management and Administration) Rules, 2014)) and register of transfer of the Company (Form SH-4) to reflect the change in the Company’s shareholding pursuant to the transfer of the Sale Shares pursuant to this Agreement.



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- (iv) The Company shall deliver to the Transferee:
- (a) Duly endorsed and valid share certificate(s) evidencing the Transferee's title to the Sale Shares.
 - (b) certified true copies of the minutes of the meeting of the Board of the Company.
 - (c) certified true copy of the updated register of members of the Company.
 - (d) certified true copy of the updated register of transfer of the Company reflecting, the transfer of the Sale Shares, to the Transferee.
 - (e) certified true copy of the updated shareholding pattern of the Company on a fully diluted basis, as on the Closing Date.

4.3. Each of the Transferors hereby declare and confirm that the payment of the Sale Consideration by the Transferee shall constitute full and final discharge of the Transferee's payment obligation towards the Transfer of the Sale Shares under this Agreement, and upon receipt of the Sale Consideration, the Transferors shall have no further claims against the Transferee with respect to the Sale shares only.






4.4. All transactions contemplated by Clause 4.2 to be consummated at the Closing shall be deemed to occur simultaneously and no such transaction shall be consummated unless all such transactions are consummated.

5. REPRESENTATIONS AND WARRANTIES

5.1. The Transferor hereby severally represent, warrant and undertake to the Transferee that the Transferor Warranties set forth in **Part A** of **SCHEDULE II** of this Agreement and representations and warranties set forth elsewhere in this Agreement are true and correct as on the Execution Date and shall be true and correct on and as of the Closing Date.

5.2. The Transferee hereby represent, warrant and undertake to the Company and Transferor that the Transferee Warranties set forth in **Part B** of **SCHEDULE II** of this Agreement and representations and warranties set forth elsewhere in this Agreement are true and correct as on the Execution Date and shall be true and correct on and as of the Closing Date.

5.3. The Transferors shall have the obligation to give the Transferee prompt notice in writing of any event, condition or circumstance (whether existing on or before the Execution Date) that would: (i) cause the Transferor Warranties to become untrue or inaccurate or misleading in any respect; (ii) constitute a violation or breach of any of the Transferor Warranties as of any date from the Execution Date; or (iii) constitute a violation or breach of any terms and conditions contained in this Agreement. This requirement shall not prejudice the right of the Transferee to terminate this Agreement pursuant to a breach of the terms of **Part A** of **SCHEDULE II** or to seek indemnity for any breach of the Transferor Warranties occurring after the Closing Date in the manner set forth in this

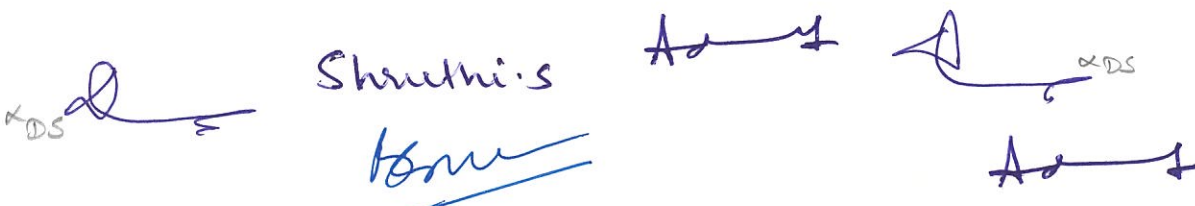
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Agreement. The Transferor shall notify the Transferee promptly after becoming aware of such event, in any event no later than 5 (Five) days after becoming aware of such event.

- 5.4. Each of the Transferor Warranties and the Transferee Warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by inference from the terms of any other representation or warranty or by any other term of this Agreement.
- 5.5. None of the Transferor Warranties shall be treated as qualified by any implied or constructive knowledge on the part of the Transferee or any of its agents, affiliates, representatives, officers, employees or advisers. None of the Transferor Warranties shall be in any manner be limited by any information disclosed or made available to, or received by, the Transferee or any of its respective agents, representatives, officers, employees or advisers.

6. INDEMNITY

- 6.1. The Transferor (an “**Indemnifying Party**”) shall be liable to indemnify, defend and hold harmless the Transferee (an “**Indemnified Party(ies)**”) from and against any and all losses, claims, damages, interest, penalties, judgments actions, suits, proceedings, arbitrations, assessments, and expenses (including reasonable fees, disbursements, and other charges of counsel) which may be directly incurred or suffered by the Indemnified Party in any manner whatsoever which have arisen from or on account of, or in connection with any misrepresentation, breach or inaccuracy of any Transferor Warranties with respect to their respective Sale Shares (hereinafter collectively referred to as “**Losses**”).
- 6.2. The indemnification rights of the Indemnified Parties under this Agreement are independent of, and in addition to, such other non-monetary rights and remedies they may have as per Applicable Law, 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.
- 6.3. The rights and remedies of the Indemnified Party in respect of any breach of any of the Transferor Warranties shall not be affected by any actual, imputed or constructive knowledge by an Indemnified Party of any fact or circumstance amounting to any breach of a Transferor Warranty by an Indemnifying Party except by a specific written waiver by the Indemnified Party.
- 6.4. Any compensation or indemnity as referred to in Clause 6.1 and/or Clause 6.2 above, shall be such as to place the Indemnified Party in the same position as it would have been in, had there not been any such breach.
- 6.5. Limitation of Liability – Barring an indemnity claim for fraud, gross negligence and breach of warranties, the total aggregate liability of each Transferor to each Indemnified Party for



breach of this Agreement shall not exceed the respective Sale Consideration received by the Transferor pursuant to the transaction contemplated under this Agreement. Provided, however, the Indemnifying Parties shall not be liable, whether by commission or omission, for any indirect or consequential loss or damage, or special, punitive, or exemplary damages, or loss of profit, business, revenue, goodwill or anticipated savings to the Indemnified Party.

- 6.6. The Parties agree that all payments by the Indemnifying Party to the Indemnified Parties made under this Clause 6 shall be made in Indian Rupees. If the Indemnified Parties have incurred or paid the whole or any part of the damages, the payment will be made by the Indemnifying Party in Indian Rupees.

7. TERM AND TERMINATION

- 7.1. This Agreement shall become effective immediately upon execution and shall continue to remain valid and subsisting until fulfilment of all obligations of the Parties hereto, unless terminated in accordance with Clause 7.2, subject however to Clauses 7.3 and 0 below.

- 7.2. This Agreement may be terminated prior to Closing:
- (a) based on the mutual agreement of the Parties; or
 - (b) by the Transferee, in the event that the Conditions Precedent set forth in Clause 3 are not fulfilled by the Transferor, to the Transferee' satisfaction; or

- 7.3. In the event that this Agreement is terminated under Clause 7.2 above, no Party hereto shall be entitled to make any claim against any other Party, save and except in respect of any prior breach of this Agreement or any part performance of the provisions of this Agreement. Provided, that:

- (a) In the event the Agreement is terminated prior to closing, the provisions of this Clause 7.3, Clause 8 (*Governing Law, Jurisdiction and Dispute Resolution*), Clause 9.1 (*Notices*) and Clause 9.2 (*Confidentiality*) shall survive the termination of this Agreement pursuant to this Clause 7.
- (b) In the event the Agreement is terminated post closing, the provisions of this Clause 7.3, Clause 6 (*Indemnity*), Clause 8 (*Governing Law, Jurisdiction and Dispute Resolution*), Clause 9.1 (*Notices*) and Clause 9.2 (*Confidentiality*) shall survive the termination of this Agreement pursuant to this Clause 7.

- 7.4. Any termination of this Agreement shall be without prejudice to any rights and obligations of the Parties accrued or incurred prior to the date of such termination, which shall survive the termination of this Agreement.

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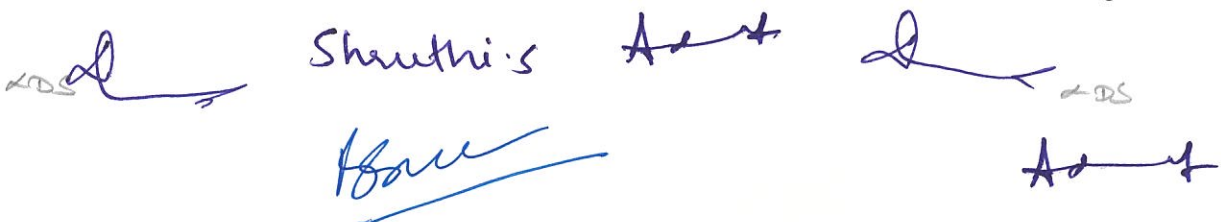


8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 8.1. This Agreement shall be governed, construed, and interpreted in accordance with the laws of India and the courts at Mysore, Karnataka shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement.
- 8.2. If any dispute arises between the Parties in connection with the validity, interpretation, implementation or alleged breach of any binding provision of this Agreement and continues to be unresolved for 30 (Thirty) business days, such dispute shall be resolved pursuant to the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Mysore, Karnataka. The Parties shall mutually appoint a sole arbitrator who alone shall constitute the arbitral tribunal.
- 8.3. In case the arbitral tribunal has not decided on the costs of the arbitration proceedings, each Party to the dispute shall bear its own costs, in relation to the arbitration.

9. MISCELLANEOUS

- 9.1. **Notices.** Unless otherwise provided herein, all notices shall be made in writing, in English, and by letter (delivered by hand, courier or registered post), email or facsimile transmission (save as otherwise stated), to the addresses set out in **SCHEDULE I** to this Agreement, unless the address is changed by the relevant Party by informing the other Parties about the same in writing.
 - (i) If a notice is delivered by hand or sent by courier or registered mail, it shall be deemed to have been served at the time of its delivery to the recipient, as evidenced by the delivery service provider.
 - (ii) A notice sent by email shall be deemed served upon the delivery of the email to the e-mail address of the recipient, unless the sender receives a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted. A notice sent by email shall be promptly supplemented by a notice being hand delivered, or delivered by courier / registered mail within 5 (Five) Business Days.
 - (iii) For the purposes of this Clause 9.1, (a) if a receipt of any notice occurs after 6.00 p.m. or is not on a Business Day, such notice shall be deemed to have been served at 9.00 a.m. on the next Business Day; and (b) references to time in this Clause 9.1 are to the local time of the recipient.
- 9.2. **Confidentiality**
 - (i) Subject to Clause (ii) below, each Party (including its Affiliates, nominees, representatives, agents, employees, directors and the like) agrees with the other Parties that it will keep confidential and shall not make use of, disclose, or divulge to any third Person any Confidential Information of any of the other Parties or any of its affiliates, which it has held or received, presently holds or receives, or subsequently holds or receives.

The bottom of the page contains several handwritten signatures and initials in blue ink. On the left, there is a signature that appears to be 'KDS' followed by a flourish. In the center, the name 'Shanthi's' is written in a cursive hand, with 'Aast' written below it. Below 'Shanthi's' is another signature that looks like 'Bane'. On the right side, there is a signature that looks like 'Aast' with 'KDS' written below it, and another signature below that.

- (ii) A Party may disclose such Confidential Information:
- (a) to the extent to which it is required to be disclosed pursuant to Applicable Law, provided that if any disclosure is required to be made to appropriate regulatory authorities or by valid legal process, the disclosing Party must notify the other Party to the extent practicable and provide a copy of every public announcement to the other Party before any public disclosure is made, to the extent permissible under Applicable Law;
 - (b) to the extent to which it is specifically permitted by the other Parties in writing;
 - (c) to the extent that the Confidential Information is publicly available and not by way of a breach of an obligation to keep such information confidential; and
 - (d) to its limited or general partners, financiers or lending sources, affiliates, employees and professional advisors, but only to the extent necessary and subject to such limited or general partners, financiers or lending sources, affiliates, employees and professional advisors accepting an equivalent confidentiality obligation as set out in this Clause.

9.3. Further Assurances

The Parties to this Agreement shall from time to time execute and deliver all such further documents and do all acts and things as the other Party may reasonably require to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder.

9.4. Amendments and Waiver

No modification or amendment to or termination of this Agreement and no waiver of any of the terms or conditions of this Agreement shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties.

9.5. Assignment

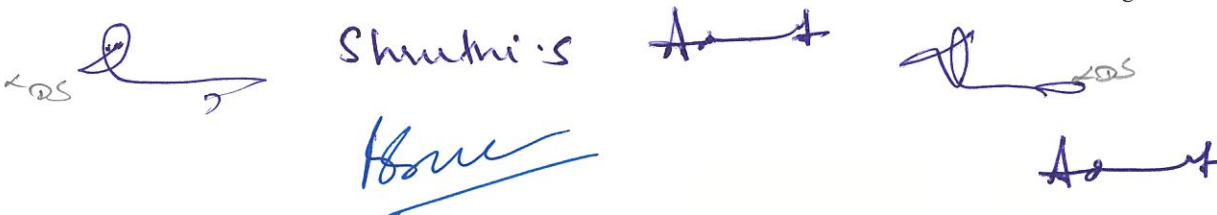
This Agreement, or any right, obligation or interest herein, shall not be assignable or transferable by any Party except with the prior written consent of the other Parties.

9.6. Independent Rights

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

9.7. Cost and Expenses

Unless otherwise specified in the Agreement, all the expenses relating to the negotiation, preparation and execution of this Agreement and all other documents related to this Agreement including the fees of legal counsel or secretarial personnel shall be borne by the Company. The Transferor shall be solely responsible for the payment of any taxes relating to the sale of the Sale Shares hereunder and the Transferee shall have no liability in that



behalf whatsoever. The stamp duty payable on this Agreement and the Share Transfer Form, if any, shall be borne by the Transferor.

9.8. **Entire Agreement**

This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, understanding, arrangement, communication or expression of intent, whether oral or written, relating to the subject matter of this Agreement.

9.9. **Partial Invalidity**

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law.

9.10. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and all such counterparts taken together shall be deemed to 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.

9.11. **Change in Law**

In case of any change in Applicable Law that has an effect on the terms of this Agreement, the Parties agree that the Agreement would be reviewed, and if deemed necessary by the Parties, amended and/or renegotiated in good faith so as to reflect the commercial understanding between the Parties.

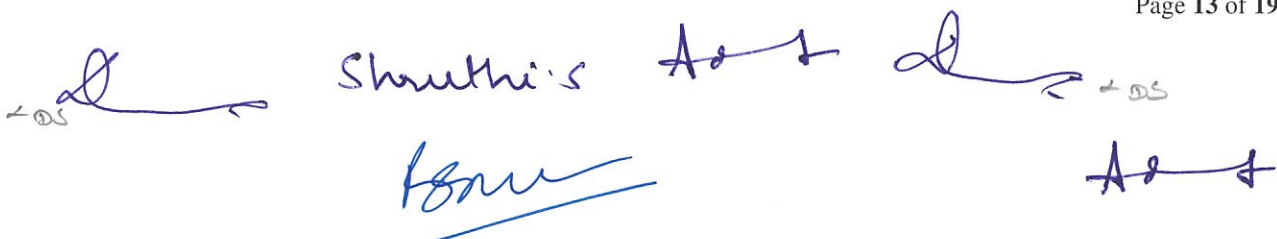
9.12. **Rights of Third Parties**

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties hereto any rights or remedies or obligations under or by reason of this Agreement or any transaction contemplated by this Agreement.

9.13. **Co-Operation**

The Parties shall use their reasonable efforts to cause the transactions contemplated by the Agreement to be consummated, including without limitation, obtaining, making and causing to become effective, all approvals of relevant authorities and other persons as may be necessary or reasonably requested by any of the Parties in order to consummate the transaction contemplated by the Agreement.

[Signature page follows]



IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement the day and year first hereinabove written.

Signature: 
Name: MR. D. SUDHANVA

Signature: 
Name: MR. ADARSH MYSORE SUDHINDRATHEERTHA

SIGNED AND DELIVERED by the within named "TRANSFEROR", Zinnia Consultants Private Limited, by the hand of SURESH PANJOMAL BHOJARAJ, its director duly authorised by the board of directors at its meeting held on ()

Signature: 
Name: SURESH PANJOMAL BHOJARAJ



SIGNED AND DELIVERED by the within named "TRANSFEREE", Excelsoft Technologies Private Limited, by the hand of SHRUTHI SUDHANVA, its director duly authorised by the board of directors at its meeting held on 4th June 2024.

Signature: 
Name: SHRUTHI SUDHANVA



SIGNED AND DELIVERED by the within named "Company", Enhanced Education Private Limited, by the hand of ADARSH MYSORE SUDHINDRATHEERTHA, its director duly authorised by the board of directors at its meeting held on 3rd June 2024.

Signature: 
Name: ADARSH MYSORE SUDHINDRATHEERTHA



SCHEDULE I

PART A – DETAILS OF TRANSFEREE

Name of the Transferee	Particulars and Information for Notices
Excelsoft Technologies Private Limited	Regd. Office: 1-B, Hootagalli Industrial Area, Mysore, Karnataka, India, 570018 E-mail: shruthi.sudhanva@excelsoftcorp.com PAN Number: AAACE7999R

PART B – DETAILS OF TRANSFERORS

Name of the Transferors	Particulars and Information for Notices
Mr. D. Sudhanva	Address: No.4. Sukanya, Dattagalli 3 rd Stage, Near Netaji Circle, Mysore 570023 E-mail: sudhanva@excelsoftcorp.com PAN Number: AIHPS5677A
Mr. Adarsh Mysore Sudhindratheertha	Address: No. 96, 4th Main, 5th Cross, Saraswathipuram, Mysore 570009 E-mail: adarsh@enhanzed.com PAN Number: ANFPA3421M
Zinniea Consultanats Private Limited	Address: 1204, Brigade Horizon Apartment, T.N.Pura Road, Nazarbad, Mysore 570010 E-mail: sureshbhojraj@gmail.com PAN Number: AABCZ0908L





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Page 15 of 19

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SCHEDULE II
Part A: Transferor Warranties

Each of the Transferors makes the following representations and warranties to the respective Transferee, as of (a) the Execution Date, and (b) as of the Closing Date:

1. The Transferor has the requisite power and authority to enter into this Agreement and any other documents to be entered into by the Transferor pursuant to or in connection with, and to carry out the transactions contemplated hereby. The execution and delivery of this Agreement by the Transferor and the consummation of the transactions contemplated by the Transferor has been duly authorized by all necessary actions on the part of the Transferor. This Agreement (assuming due authorization, execution and delivery by the Transferor) constitutes a valid and binding obligation of the Transferor, enforceable against the Transferor in accordance with its terms.
2. The execution, delivery and performance by the Transferor of this Agreement and any other documents to be entered into by the Transferor pursuant to or in connection with, and the consummation by the Transferor of the transactions contemplated hereby do not and will not: (a) conflict with, result in any violation or breach of, or trigger any rights of third parties under any provision of any agreement or instrument to which the Transferor are a party or by which any of his assets are bound, (c) conflict with or result in a violation or breach of any Applicable Law or (d) require the consent of any Person under any provision of any Applicable Law other than any consent that has already have been obtained or that will be obtained prior to the Closing Date.
3. There is no Tax proceeding initiated (or proposed to be initiated), threatened, pending or subsisting against the Transferor that can adversely affect the Transfer of the Sale Shares under Section 281 of the Income Tax Act. Further, no notice under Rule 2 of the Second Schedule of the Income Tax Act has been served on the Transferor. There are no inquiries or investigations or Tax litigation against the Transferor under the provisions of the Income Tax Act that could necessitate obtaining a certificate from the relevant Tax Authorities under Section 281 of the Income Tax Act.
4. The Transferor represents that the Sale Shares held by him are fully paid up, and are owned legally and beneficially and of record solely by the Transferor (and have only been owned legally and beneficially by the Transferor since the date they were first acquired by the Transferor) free and clear of any Encumbrance. The Transferor has validly acquired, and is authorized to validly hold, the Sale Shares. The Transferor is fully entitled and authorized to sell the Sale Shares in the manner and upon the terms and conditions contained in this Agreement. Upon consummation of the Transfer to the Transferee of the Sale Shares pursuant to this Agreement, the Transferee will have good, valid and marketable title to the relevant Sale Shares, free and clear of Encumbrances, other than Transfer Restrictions, and shall acquire all of the Transferor's rights with respect to the Company.

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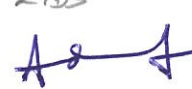

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5. The Transferor is: (1) selling his portion of the Sale Shares on his own free will; (2) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Sale Shares and acknowledges that the Transferee has no duty or obligation to provide the Transferor any such information, and (3) neither the Transferee nor the Company nor any of their respective affiliates or agents has made any representation about the advisability of this decision or the existing or potential future value of the Sale Shares, nor has any of them provided any advice to the Transferor regarding the value ascribed to the Sale Shares.
6. The Transferor is not a party to any voting agreement, proxy or other agreement or understanding with respect to the voting of any of its portion of the Sale Shares, and the Transferor have the exclusive right to exercise all voting and other rights over the Sale Shares.
7. The Transferor has not committed or omitted any act, deed, matter or thing whereby the Sale Shares can be forfeited, extinguished or rendered void or voidable.
8. There is no litigation pending or threatened (notice of which has been received by the Transferor) against the Transferor in respect of the Sale Shares held by the Transferor and there is no injunction, writ, preliminary restraining order or any order of any nature issued by an arbitrator, court, governmental authority or other statutory or regulatory authority affecting the Sale Shares.

Part B: Transferee Warranties

The Transferee makes the following representations and warranties to the Transferor and Company, as of (a) the Execution Date, and (b) as of the Closing Date:

1. The Transferee is in good standing under the laws of India.
2. This Agreement (assuming due authorization, execution and delivery by the Transferee) constitutes a valid and binding obligation of the Transferee.
3. The execution, delivery and performance by the Transferee of this Agreement and any other documents to be entered into by the Transferee pursuant to or in connection with, and the consummation by the Transferee of the transactions contemplated hereby do not and will not conflict with or result in any violation or breach of any provision of the constitutional documents of the Transferee.
4. No insolvency or similar proceedings have been commenced nor, to the Transferee's knowledge, threatened in writing to be commenced, against the Transferee for their insolvency, nor has an insolvency administrator, liquidator or similar officer been appointed with respect to any or all of the Transferee's assets.

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SCHEDULE III


DESIGNATED BANK ACCOUNT DETAILS OF TRANSFERORS

MR. D. SUDHANVA	
Bank name	HDFC Bank
Bank address	Saraswathipuram, Mysore
Beneficiary Name	Dhananjaya Sudhanva
Account Number	00651050006651
IFSC Code	HDFC0000065


MR. ADARSH MYSORE SUDHINDRATHEERTHA	
Bank name	HDFC Bank
Bank address	Saraswathipuram, Mysore
Beneficiary Name	Adarsh Mysore Sudhindratheertha
Account Number	00651510000799
IFSC Code	HDFC0000065

ZINNIEA CONSULTANTS PRIVATE LIMITED	
Bank name	Canara Bank
Bank address	Lashkar Mohalla, Mysore
Beneficiary Name	Zinniea Consultants Private Limited
Account Number	17031010003471
IFSC Code	CNRB0011703


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SCHEDULE IV

PART A
DETAILS OF SALE SHARES AND SALE CONSIDERATION

Name of the Transferor	Name of the Transferee	Number of Shares	Price per share	Sale Consideration
Mr. D. Sudhanva	Excelsoft Technologies Private Limited	3,99,999	229	9,15,99,771
Mr. D. Sudhanva	Ms. Shruthi Sudhanva (on behalf of Excelsoft Technologies Private Limited)	1	229	229
Mr. Adarsh Mysore	Excelsoft Technologies Private Limited	1,00,000	229	2,29,00,000
Zinnia Consultants Private Limited	Excelsoft Technologies Private Limited	55,556	229	1,27,22,324
TOTAL		5,55,556		12,72,22,324

PART B
SHAREHOLDING PATTERN PRE-CLOSING

Name of Shareholder	No. of Shares Held	% of Fully Diluted Share Capital
Mr. D. Sudhanva	4,00,000	72.00%
Mr. Adarsh Mysore	1,00,000	18.00%
Zinnia Consultants Private Limited	55,556	10.00%
TOTAL	5,55,556	100.00%

PART C
SHAREHOLDING PATTERN POST CLOSING

Name of Shareholder	No. of Shares Held	% of Fully Diluted Share Capital
Excelsoft Technologies Private Limited	5,55,555	99.9998%
Ms. Shruthi Sudhanva (on behalf of Excelsoft Technologies Private Limited)	1	0.0002%
TOTAL	5,55,556	100.00%


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