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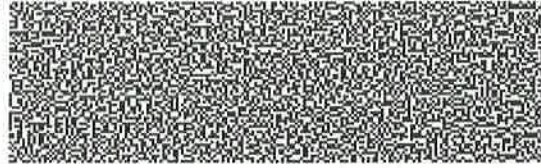
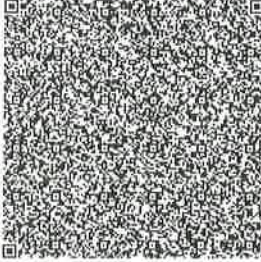
INDIA NON JUDICIAL

Government of Karnataka

Rs. 14,543

e-Stamp

Certificate No. : IN-KA12040977791478Q
Certificate Issued Date : 21-Dec-2018 04:13 PM
Account Reference : SHCIL (FI)/ ka-shcil/ JAYANAGAR/ KA-BA
Unique Doc. Reference : SUBIN-KAKA-SHCIL59385342311148Q
Purchased by : BUNDL TECHNOLOGIES PVT LTD
Description of Document : Article 5 Agreement relating to Sale of Immoveable property
Description : SHARE PURCHASE AGREEMENT
Consideration Price (Rs.) : 14,34,22,120
(Fourteen Crore Thirty Four Lakh Twenty Two Thousand One Hundred And Twenty only)
First Party : BUNDL TECHNOLOGIES PVT LTD
Second Party : MIH INDIA FOOD HOLDINGS B V
Stamp Duty Paid By : BUNDL TECHNOLOGIES PVT LTD
Stamp Duty Amount(Rs.) : 14,543
(Fourteen Thousand Five Hundred And Forty Three only)



Kaish
Authorised Signatory
For Stock Holding Corporation of India Ltd.



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2. The onus of checking the legitimacy is on the users of the certificate.
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Dated: December 20, 2018

SHARE PURCHASE AGREEMENT

by and amongst

Lakshmi Nandan Reddy Obul
(as Seller 1)

Rahul Jaimini
(as Seller 2)

MIH India Food Holdings B.V.
(as the Purchaser)

and

Bundl Technologies Private Limited
(as Company)

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THIS SHARE PURCHASE AGREEMENT is made and entered into on December 20, 2018 (“**Execution Date**”).

BY AND AMONGST:

1. **Lakshmi Nandan Reddy Obul**, an adult Indian citizen, residing at Plot No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh (hereinafter referred to as “**Seller 1**”, which expression shall, unless the context or meaning requires otherwise, be deemed to include his heirs, successors and permitted assigns);
2. **Rahul Jaimini**, an adult Indian citizen, residing at c/o Shri Yogesh Jaimini, Near VTP School, Shaktipuram Colony, Khura, Shivpuri, Madhya Pradesh, India (hereinafter referred to as “**Seller 2**”, which expression shall, unless the context or meaning requires otherwise, be deemed to include his heirs, successors and permitted assigns);
3. **MIH India Food Holdings B.V.**, a company incorporated under the laws of the Netherlands and having its registered office at 2132 LS Hoofddorp, Netherlands (hereinafter referred to as the “**Purchaser**”, which expression shall, unless the context or meaning requires otherwise, be deemed to include its successors and permitted assigns); and
4. **Bundl Technologies Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 3rd Floor (internally designated as 4th Floor), Maruthi Chambers, Survey No 17/9B, Roopena Agrahara, Bangalore - 560068, India (hereinafter referred to as the “**Company**”, which expression shall, unless the context or meaning require otherwise, be deemed to include its successors and permitted assigns).

Seller 1 and Seller 2 are each referred to as a “**Seller**” and collectively referred to as “**Sellers**”. The Purchaser, the Sellers and the Company are individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. The Purchaser intends to purchase from the Sellers, and the Sellers intend to sell to the Purchaser, the Sale Shares (as defined in Clause 1.1 (*Definitions and Interpretations*)) in such allocations, and on such terms and conditions as are set out in this Agreement.
- B. The Parties have entered into this Agreement to record the rights and obligations of the Parties and other terms relating to the transfer of the Sale Shares (as defined in Clause 1.1 (*Definitions and Interpretations*)), in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein and of the mutual benefits to be derived herefrom, the receipt and adequacy of which is acknowledged by the Parties to this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

“**Affiliate**”, with respect to a Person, means any Person who, Controls, is Controlled by or is under common Control with such Person, including, without limitation any general partner, managing member, officer, director, or trustee of such Person and any venture capital or other investment fund or registered investment company now or hereafter existing which is Controlled by or under common Control with one or more general partners, managing members, or investment advisors of or shares the same management company or investment advisor with such Person. Without limiting the generality of the foregoing, Affiliate in relation to the Parties includes: (a) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle, in which the Party is a general or limited partner, significant shareholder, investment manager or advisor, settlor,

member of a management or investment committee or trustee; (b) any general partner of the Parties; and (c) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle in which any general partner of the Parties is a general partner, significant shareholder, investment manager or advisor, settlor, member of a management or investment committee or trustee;

“**Agreement**” means this Share Purchase Agreement and instruments supplemental to or amending or modifying the Share Purchase Agreement in accordance with the provisions of this Agreement;

“**Applicable Laws**” means, with respect to any Person, all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders enacted, adopted or applied by any Governmental Authority that is binding upon or applicable to such Person or any assets, rights or properties of such Person;

“**Articles of Association**” means the articles of association of the Company in effect as of the date of this Agreement and the Completion Date;

“**Big 4 Accounting Firm**” means Ernst & Young, KPMG, Deloitte and PricewaterhouseCoopers and/or their respective associated firms in India;

“**Board**” means the board of directors of the Company;

“**Business Day**” means any day other than Saturday, Sunday or any day on which banks in India and Switzerland are generally closed for regular banking business;

“**Completion**” means completion of the purchase by the Purchaser of the Sale Shares set out against its name in the “Sale Shares” table in **Annexure I**, in accordance with Clause 4 (*Completion*);

“**Completion Date**”, in respect of the Purchaser, means a date on or prior to the Long Stop Date as agreed between the Purchaser and the Sellers, being no earlier than the 10th (tenth) Business Day (and failing such agreement, on the 15th (fifteenth) Business Day) following the date that all of the Conditions Precedent have been fulfilled (and a CP Satisfaction Notice issued) or waived by the Purchaser in accordance with Clause 3.1, or such other date as the Purchaser and Sellers may agree to in writing or as determined in accordance with Clause 4.2, on which Completion takes place in accordance with the provisions of this Agreement;

“**Conditions Precedent**” has the meaning given to it in Clause 3.1;

“**Consideration**” means the aggregate of the Seller 1 Consideration and the Seller 2 Consideration;

“**Continuing Provisions**” means Clause 1 (*Definitions and Interpretation*), Clause 8 (*Confidentiality and Announcements*), Clause 10 (*Governing Law and Dispute Resolution*), Clause 11 (*Costs and Expenses*), Clause 15 (*Notices*) and Clause 17 (*Specific Performance*), all of which shall continue to apply after the termination of this Agreement pursuant to the terms of this Agreement without limit in time;

“**Control**” (including, with its correlative meanings, the terms “**Controlled by**” or “**under common Control with**”) means (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than half of the Directors, partners or other individuals exercising similar authority with respect to a Person; or (b) the possession, directly or indirectly, of a voting interest in excess of 50% (fifty per cent) in a Person;

“**CP Satisfaction Notice**” has the meaning given to it in Clause 3.2 (*Conditions to Completion*);

“**Dispute**” has the meaning given to it in Clause 10.2(a) (*Governing Law and Dispute Resolution*);

“**Encumbrance**” means any form of legal or equitable security interest, including but not limited to any mortgage, assignment of receivables, debenture, 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, but shall exclude all restrictions, encumbrances or conditions imposed by or pursuant to this Agreement, the Shareholders' Agreement or the Articles of Association;

“**Governmental Approval**” means any authorization, approval, consent, license, registration or permit required from any Governmental Authority;

“**Governmental Authority**” means any federal, national, foreign, supranational, state, provincial, local, municipal or other political subdivision or other government, governmental, regulatory or administrative or taxation authority, agency, board, bureau, department, instrumentality or commission or any court, tribunal, or judicial or arbitral body of competent jurisdiction or stock exchange;

“**Indemnity Applicable Claim Period**” has the meaning given to it in Clause 6.1(e);

“**Injunctive Order**” means the legal remedies available including the right seek a stay, injunction or deferral of any payment;

“**INR**” shall mean Indian rupees, the lawful currency of India;

“**IT Act**” means the (Indian) Income-tax Act, 1961 and Finance Acts (to the extent that such Finance Acts amend or relate to the taxes imposed under the Income-tax Act, 1961) passed in India each financial year including and up to Finance Act, 2018, together with all applicable by-laws, rules, regulations, orders, ordinances, directions and similar legal enactments, in each case issued under such Acts;

“**Long Stop Date**” means: (i) the date falling 30 (thirty) days after the Execution Date; or (ii) such extended date as may be agreed in writing by the Purchaser and the Sellers;

“**Loss**” or “**Losses**” means all actual losses, claims, demands, liabilities, obligations, fines, expenses, damages including interests and penalties with respect thereto, taxes payable in India thereon, and out-of-pocket expenses, including reasonable attorneys’ and accountants’ fees and disbursements;

“**Notice**” has the meaning given to it in Clause 15.1;

“**Person**” means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, society, co-operative society, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under Applicable Law;

“**Postponed Purchaser**” has the meaning given to it in Clause 4.2;

“**Postponed Seller**” has the meaning given to it in Clause 4.2;

“**Purchaser Excluded Information**” has the meaning given to it in Clause 5.5(b);

“**Purchaser Indemnified Persons**” has the meaning given to it in Clause 6.1(a);

“**Purchaser’s Warranties**” means the representations and warranties made by the Purchaser in Clause 5.4 (*Warranties*);

“**Relevant Purchaser**” has the meaning given to it in Clause 5.4;

“**Relevant Seller**” has the meaning given to it in Clause 5.1;

“**Seller Excluded Information**” has the meaning given to it in Clause 5.1.4 (c);

“**Sale Shares**” means the aggregate of the Seller 1 Shares and Seller 2 Shares. As used in this Agreement, the “Sale Shares” shall include all of the Sale Shares sold and transferred under this Agreement and all

securities received prior to the Completion Date (a) in replacement of the Sale Shares; (b) as a result of conversion of the Sale Shares; (c) as a result of stock dividends or stock splits in respect of the Sale Shares; and (d) as substitution for the Sale Shares in a recapitalization, merger, reorganization or the like;

“**Seller 1 Consideration**” means the consideration payable to Seller 1 under this Agreement, as specified in the “Consideration” table in **Annexure I** against the name of Seller 1;

“**Seller 2 Consideration**” means the consideration payable to Seller 2 under this Agreement, as specified in the “Consideration” table in **Annexure I** against the name of Seller 2;

“**Seller 1 Shares**” means the shares to be sold by Seller 1 under this Agreement, as specified in the “Sale Shares” table in **Annexure I** against the name of Seller 1;

“**Seller 2 Shares**” means the shares to be sold by Seller 2 under this Agreement, as specified in the “Sale Shares” table in **Annexure I** against the name of Seller 2;

“**Seller’s Designated Account**” means in respect of a Seller, the bank account of such Seller, bearing the following details:

For Seller 1:

Name: Nandan Reddy
Bank: HDFC Bank
Account No: 19951610000071
IFSC Code: HDFC0002777
SWIFT: HDFCINBB

For Seller 2:

Name: Rahul Jaimini
Bank: HDFC Bank
Account No: 50100079059029
IFSC Code: HDFC0002777
SWIFT: HDFCINBB

“**Seller’s Warranties**” means, in respect of each Seller, the representations and warranties made by such Seller in Clause 5.1 (*Warranties*);

“**Shareholders’ Agreement**” means the amended and restated shareholders’ agreement executed by the Company and its shareholders (as amended or supplemented from time to time);

“**SIAC**” has the meaning given to it in Clause 10.2(b) (*Governing Law and Dispute Resolution*);

“**Tax**” means: (a) any tax (including surcharge and cess) levied under the IT Act, in relation to the sale and purchase of the Sale Shares hereunder, which is levied upon (by way of a notice of demand) and (b) any interest, penalty, additional tax, or fine imposed with respect to any of the items described in clause (a) above;

“**Tax Authority**” means the Income Tax Department, Department of Revenue, Ministry of Finance, Government of India or any other Governmental Authority that is competent under the IT Act to impose, levy, assess, collect or administer income tax in the Republic of India;

“**Third Party**” means any Person that is not a signatory to this Agreement;

“**Third Party Notice**” has the meaning given to it in Clause 6.2(a); and

“**Transaction Documents**” include the share subscription agreement dated December 20, 2018 executed amongst the parties thereto, the Shareholders’ Agreement, the share purchase agreement dated December 20, 2018 executed amongst the parties thereto, and all other agreements and documents that may be executed pursuant hereto and thereto.

- 1.2 In addition to the above terms, certain terms may be defined in the recitals or elsewhere in this Agreement and wherever such terms are used in this Agreement, they shall have the meaning so assigned to them.
- 1.3 Any reference to “**writing**” or “**written**” means any method of reproducing words in a legible and non-transitory form (excluding, unless otherwise stated herein, e-mail).
- 1.4 References to “**include**” or “**including**” are to be construed without limitation.
- 1.5 References to a “**company**” include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.6 The table of contents and headings are inserted for convenience only and do not affect the construction or interpretation of this Agreement.
- 1.7 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.8 Unless specified otherwise, references to Clauses, Paragraphs and Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Annexures form part of this Agreement.
- 1.9 References to any statute or statutory provision includes a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and includes any subordinate legislation made under the relevant statute or statutory provision.
- 1.10 Any reference to any Party shall, unless the context or meaning requires otherwise, be deemed to include its successors and permitted assigns.
- 1.11 Any liability on the part of Seller 1 and Seller 2 shall be several (and not (i) joint or (ii) joint and several).
- 1.12 Any approval and/ or consent to be granted by a Party under this Agreement shall be deemed to mean an approval and/or consent in writing.
- 1.13 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. This Agreement shall be binding on and be for the benefit of the successors of the Parties.

2. SALE AND PURCHASE OF SHARES

- 2.1 Subject to the terms and conditions of this Agreement:
 - (a) Seller 1 shall sell and the Purchaser shall purchase, on the Completion Date, all of the Seller 1 Shares specified in the cell that corresponds to Seller 1 and the Purchaser in the “Sale Shares” table in **Annexure I**, for the consideration specified in the cell that corresponds to Seller 1 and the Purchaser in the “Consideration” table in **Annexure I**, together with all rights, title, interests and advantages now and hereafter attached to such Seller 1 Shares, and free and clear of any and all Encumbrances; and
 - (b) Seller 2 shall sell and the Purchaser shall purchase, on the Completion Date, all of the Seller 2 Shares specified in the cell that corresponds to Seller 2 and the Purchaser in the “Sale Shares” table in **Annexure I**, for the consideration specified in the cell that corresponds to Seller 2 and the Purchaser in the “Consideration” table in **Annexure I**, together with all rights, title, interests and advantages now and hereafter attached to such Seller 2 Shares, and free and clear of any and all Encumbrances.
- 2.2 Any amounts payable by the Purchaser to the Sellers on the Completion Date shall be payable in INR, and in the manner set out in Clause 4.

2.3 Each Seller undertakes that, between the date of this Agreement and the earlier of (i) the last Completion Date and (ii) termination of this Agreement in accordance with its terms, he shall not:

- (a) take any actions to create or permit the creation of any Encumbrances over or affecting any of his portion of the Sale Shares; or
- (b) solicit, invite or enter into any negotiations, discussions, binding or non-binding commitments with any Third Party for the sale of his portion of the Sale Shares.

3. CONDITIONS TO COMPLETION

3.1 The obligations of the Purchaser to proceed to Completion as against either of the Sellers, in all respects, is conditional upon the fulfillment to the reasonable satisfaction of the Purchaser, or the waiver by the Purchaser (except where prohibited by Applicable Law), of the following conditions precedent (“**Conditions Precedent**”):

- (a) in respect of each Seller, the Seller’s Warranties being true, accurate, complete and not misleading in all respects as at the date hereof and at the Completion Date, and there having been no breach of any obligations of either of the Sellers under this Agreement;
- (b) no injunction, restraining order or other order or any other legal or regulatory restraint or prohibition being in effect or having been issued or made by any court of competent jurisdiction or any other Person which prevents or restricts Completion or the consummation of the transactions and arrangements contemplated in the Agreement;
- (c) execution of the Transaction Documents;
- (d) each Seller having obtained all approvals (including all corporate and Governmental Approvals and approvals under the Shareholders’ Agreement and the Articles of Association) required by him in order to perform his obligations under this Agreement, including the sale of the Sale Shares;
- (e) the Sellers and the Company having obtained a valuation certificate (to the Purchaser’s satisfaction) from a chartered accountant confirming that the consideration payable by the Purchaser hereunder for the Sale Shares is not less than the fair valuation of the Sale Shares, as determined in accordance with the Foreign Exchange Management (Transfer or Issue of Security by a Person Resident Outside India) Regulations, 2017 and under 50CA of the IT Act;
- (f) The Sellers having prepared drafts of all the transfer documents required to be filed by the Sellers with the authorized dealer bank including draft Single Master Form (“**SMF**”) / Form FC-TRS (as applicable, or any other similar or corresponding form, as may be subsequently updated by the Reserve Bank of India) and all supporting documents (under the Foreign Exchange Management Act, 1999), in respect of the Sale Shares being purchased by the Purchaser and the Purchaser shall have delivered to the Sellers all supporting documents pertaining to the Purchaser which are required to be submitted by the Sellers along with the SMF / Form FC-TRS;
- (g) the allotment of all shares provided for in the share subscription agreement dated on or about the date hereof executed by the Company, Mr. Sriharsha Majety, Mr. Lakshmi Nandan Reddy Obul, Mr. Rahul Jaimini, the Purchaser and other existing shareholders of the Company having been completed, and the transfer of all shares provided for in the share purchase agreement dated on or about the date hereof executed by the Company and non-resident shareholders of the Company having been completed; and
- (h) each Seller having delivered a CP Satisfaction Notice pursuant to Clause 3.2.

3.2 The Sellers shall, immediately upon the satisfaction of the Conditions Precedent, deliver to the Purchaser, a written notice (“**CP Satisfaction Notice**”) in the form as set out in **Annexure II** which shall enclose appropriate documentary evidence (to the extent available) to support the statements in such letter,

confirming that the Conditions Precedent set out in Clause 3.1 have been satisfied.

- 3.3 The obligation of each Seller to proceed with Completion with the Purchaser is conditional upon the fulfillment to the reasonable satisfaction of such Seller, or the waiver by such Seller, of the following conditions precedent:
- (a) the Purchaser's warranties in Clause 5.4 being true, accurate, complete and not misleading in all respects at the relevant Completion Date, and there having been no material breach of any of obligations of the Purchaser under this Agreement; and
 - (b) no injunction, restraining order or other order or any other legal or regulatory restraint or prohibition being in effect or having been issued or made by any court of competent jurisdiction or any other Person which prevents or restricts Completion or the consummation of the transactions and arrangements contemplated in the Agreement as between such Seller and the Purchaser.

4. COMPLETION

- 4.1 Each Party undertakes to use reasonable endeavors to procure that Completion in respect of each Seller shall occur simultaneously.
- 4.2 Notwithstanding Clause 4.1, if any of the Conditions Precedent in respect of either of the Sellers (a "**Postponed Seller**") are not satisfied or are not waived by the Purchaser prior to the Long Stop Date, then the Purchaser (a "**Postponed Purchaser**") shall have the right to delay Completion in respect of the Postponed Seller's Sale Shares set out against its name in the "Sale Shares" table in **Annexure I** until such date as agreed between the Postponed Purchaser and the Postponed Seller, and such delayed Completion shall proceed in accordance with Clauses 4.4 to 4.6, provided that the Postponed Purchaser shall proceed with Completion with respect to either of the Sellers who are not Postponed Sellers without delay or postponement.
- 4.3 Completion shall take place on the Completion Date.
- 4.4 On the Completion Date:
- (a) each Seller shall exercise his votes at shareholders' meetings such that he does not prevent the Company from doing all things necessary to approve the transfer of the Sale Shares to the Purchaser including entering the name of the Purchaser in the register of members of the Company as the holder of the Sale Shares;
 - (b) on receipt of the SWIFT confirmation from the Purchaser indicating proof of remittance of the relevant portion of the Consideration (to him in accordance with Clause 4.4(c) below), each Seller shall instruct the Company to proceed with the actions specified in Clauses 4.5 and 4.7;
 - (c) the Purchaser shall instruct its bank to credit:
 - (i) the Seller 1 Consideration specified in the cell that corresponds to Seller 1 and the Purchaser in the "Consideration" table in **Annexure I** in full to Seller 1's Seller's Designated Account by way of wire transfer which shall, be free and clear of, and without deductions or withholdings for or on account of any tax, or other deductions of any nature, by way of wire transfer; and
 - (ii) the Seller 2 Consideration specified in the cell that corresponds to Seller 2 and the Purchaser in the "Consideration" table in **Annexure I** in full to Seller 2's Seller's Designated Account by way of wire transfer which shall, be free and clear of, and without deductions or withholdings for or on account of any tax, or other deductions of any nature, by way of wire transfer.
 - (d) Upon receipt of the Consideration as per Clause 4.4(c) above each Seller shall transfer the relevant Sale Shares to the Purchaser by submitting in his depository participant's branch, a

delivery instruction slip mentioning the Purchaser's depository participant's account details for enabling the share transfer. Each Seller will then e-mail a scanned copy of such delivery instruction slip acknowledged by such Seller's depository participant to the Purchaser. The Purchaser's depository participant's account number for the share transfer is as follows:

Counter Party DP Name: SMC GLOBAL SECURITIES LIMITED

Counter Party DP ID: IN303655

Counter Party Client ID: 10111742

Counter Party Client Name: MIH India Food Holdings B.V.;

- (e) The Sellers shall submit the SMF / Form FC-TRS (as applicable under the Foreign Exchange Management Act, 1999) with the concerned authorized dealer bank in connection with the sale of the Sale Shares and shall provide due acknowledgement of filing to the Purchaser.
- 4.5 Upon receipt by the Company of the acknowledged copy of Form FC-TRS / SMF from the concerned authorised dealer, the Board shall hold a meeting at shorter notice and pass the following resolutions in a form and manner acceptable to the Purchaser:
- (i) approving the transfer of the Purchaser's allocation of the Sale Shares to it;
 - (ii) approving the entry of the name of the Purchaser in the register of members of the Company as the registered holder of the Purchaser's allocation of the Sale Shares; and
 - (iii) authorising such other acts as may be necessary to give effect to the Purchaser's Completion.
- 4.6 Following Completion, the Company shall promptly provide to the Purchaser, (i) certified true copies of the resolutions passed by the Board pursuant to Clause 4.5 above, and (ii) a certified extract of the updated register of members of the Company which reflects the Purchaser as the registered holder of the Sale Shares.
- 4.7 Subject to Clause 4.2, it is clarified that the transactions contemplated under this Agreement to be consummated on the relevant Completion Date as against any particular Seller shall be deemed to occur simultaneously in respect of that Seller and no such transaction against a Seller shall be consummated unless all such transactions are consummated against that Seller.

5. WARRANTIES

- 5.1 Each Seller (the "**Relevant Seller**") represents and warrants to the Purchaser that he is transferring any Sale Shares to as of the date of this Agreement, and as of each Completion Date, in each case, with respect to the facts and circumstances then in existence, with respect to himself (and, for the avoidance of doubt, not in respect of either of the Sellers), that each of the following statements are true, accurate, complete and not misleading in any respect:

5.1.1 Power and Authority

- (a) the Relevant Seller has the necessary power and authority to execute this Agreement and to perform his obligations hereunder.
- (b) this Agreement constitutes a legal, valid and binding obligation enforceable against the Relevant Seller in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and by general equitable principles;
- (c) the execution, delivery and performance by the Relevant Seller of the Agreement will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of any order, judgement or decree of any court or Governmental Authority by which he is bound, or breach or default of any agreement or instrument which the Relevant Seller is a party to or by which he is bound, including, the Shareholders' Agreement and the Articles of Association;

- (d) the execution, delivery and performance by the Relevant Seller of this Agreement will not require any consent, authorisation, approval, exemption or other action by, or any filing, registration, notification, intimation or qualification with, any Person, under any agreement or instrument which the Relevant Seller is a party to or by which he is bound, including, the Shareholders' Agreement and the Articles of Association; and
- (e) no insolvency order has been made in the Relevant Seller's name, no administrative receiver of the Relevant Seller has been appointed and no proceedings have been filed under which such a person might be appointed.

5.1.2 Legal and Beneficial Ownership of the Sale Shares

- (a) the Relevant Seller is the sole legal and beneficial owner of his portion of the Sale Shares and has the exclusive right to exercise all voting and other rights over and in respect thereof;
- (b) the Relevant Seller has a clear and marketable title to his portion of the Sale Shares, free from all Encumbrances, and there is no agreement or commitment to give or create any Encumbrance over or affecting such Sale Shares and no claim has been made by any Person to be entitled to any such Encumbrance;
- (c) the Sale Shares have been validly issued to the Relevant Seller in accordance with Applicable Laws;
- (d) the Relevant Seller does not have any outstanding or disputed tax liability or pending tax proceedings, in India, notified in writing by the Tax Authorities, that may warrant the transaction of sale of the his portion of the Sale Shares to be rendered void under Section 281 of the IT Act;
- (e) on the Completion Date, the Relevant Seller's portion of the Sale Shares will be transferred free from any Encumbrances, claim or demand to the Purchaser;
- (f) the Relevant Seller has not committed or omitted any act, deed, matter or thing whereby his portion of the Sale Shares can be forfeited, extinguished or rendered void or voidable;
- (g) the Relevant Seller has not received any notice in respect of any action, suit or proceeding and there is no litigation pending or to the best of his knowledge threatened against or otherwise relating to or affecting the Relevant Seller that would give rise or serve as the basis for a cause of action to prevent the Relevant Seller from entering into or consummating the terms of this Agreement; and
- (h) the Relevant Seller's portion of the Sale Shares are fully paid-up.

5.1.3 Approvals

The Relevant Seller has obtained or shall obtain prior to Completion all the necessary and requisite approvals and consents required in the context of this Agreement and the sale of his portion of Sale Shares.

5.1.4 Taxes and Duties

- (a) the Relevant Seller has acquired and holds the Sale Shares as ‘capital assets’ in terms of the provisions of the IT Act. Further, for accounting purposes, the Relevant Seller treats the Sale Shares as non-current assets/investments, and not as ‘stock in trade’;
- (b) The Relevant Seller is and will remain for entire Financial Year 2018–19 a resident of India: (i) for the purposes of the IT Act and is not subject to taxation in any other country or jurisdiction; and (ii) as defined under the Foreign Exchange Management Act, 1999 and regulations issued thereunder;
- (c) transfer of the Sale Shares is not subject to any withholding Tax in India and the Consideration received by the Relevant Seller is not in the nature of ‘salary’ income or payments in relation to the Relevant Seller’s employment with the Company under the IT Act; and
- (d) The Relevant Seller acknowledges that the Purchaser or its Affiliates or agents are not acting as a fiduciary or financial or investment adviser to such Relevant Seller, and that the Purchaser or its Affiliates or agents have not given such Relevant Seller any investment advice, opinion or other information on whether the sale of the Sale Shares is prudent. Each Relevant Seller acknowledges that (i) the Purchaser and its agents currently may have, and later may come into possession of, information with respect to the Company that is not known to such Relevant Seller and that may be material to a decision to sell the Sale Shares (“**Seller Excluded Information**”) and (ii) such Relevant Seller has determined to sell the Sale Shares notwithstanding his lack of knowledge of the Seller Excluded Information. Each Relevant Seller acknowledges the price for the Sale Shares may significantly appreciate or depreciate over time and by agreeing to sell the Sale Shares to the Purchaser pursuant to this Agreement, such Relevant Seller is giving up the opportunity to sell the Sale Shares at a possible higher price in the future. Each Relevant Seller understands that the Purchaser will rely on the accuracy and truth of the foregoing representations, and such Relevant Seller hereby consents to such reliance.

5.2 Each Seller acknowledges that the Purchaser is entering into this Agreement in reliance on the Seller's Warranties and may treat the Seller's Warranties as conditions of this Agreement.

5.3 Notwithstanding anything contained in this Agreement but subject to Clause 6.4: (a) the representations and warranties set forth in Clause 5.1 (except Clauses 5.1.2(d), 5.1.4(a) to 5.1.4(d)) shall survive in perpetuity without any limitation, and (b) the representations and warranties set forth in Clauses 5.1.2(d), 5.1.4(a) to 5.1.4(d) shall survive for a period of 7 (Seven) years from the date of Completion. The preceding sentence shall not affect the Sellers’ obligations in respect of claims made prior to the expiry of the applicable survival period.

5.4 The Purchaser (the “**Relevant Purchaser**”), represents and warrants to each Seller in respect of itself, as of the date of this Agreement and as of its Completion Date, in each case, with respect to the facts and circumstances then in existence, as follows:

- (a) the Relevant Purchaser is duly incorporated, in existence and duly registered and/or in good standing (as applicable) under the laws of the jurisdiction of its incorporation;
- (b) the Relevant Purchaser has the necessary power and authority to execute this Agreement and to perform its obligations hereunder;
- (c) the Relevant Purchaser has obtained or shall obtain prior to Completion all the necessary and requisite approvals and consents required in the context of this Agreement and the purchase of its portion of Sale Shares;
- (d) this Agreement constitutes legal, valid and binding obligations of the Relevant Purchaser enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general equitable principles;

- (e) the execution, delivery and performance by the Relevant Purchaser of the Agreement will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of any order, judgement or decree of any court or Governmental Authority by which it is bound, or breach/ default of any agreement or instrument which the Relevant Purchaser is a party to or by which it is bound;
- (f) the execution, delivery and performance by the Relevant Purchaser of this Agreement will not require any consent, authorisation, approval, exemption or other action by, or any filing, registration, notification, intimation or qualification with, any Person, under any agreement or instrument which the Relevant Purchaser is a party to or by which it is bound;
- (g) no insolvency order has been made in the Relevant Purchaser's name; and
- (h) no administrative receiver of the Relevant Purchaser has been appointed and no proceedings have been filed under which such a person might be appointed.

5.5 The Relevant Purchaser:

- (a) acknowledges that none of the Sellers or their Affiliates or agents are acting as a fiduciary or financial or investment adviser to such Relevant Purchaser, and that none of the Sellers or their Affiliates or agents have given such Relevant Purchaser any investment advice, opinion or other information on whether the purchase of the Sale Shares is prudent;
- (b) acknowledges that (i) each Seller and his agents currently may have, and later may come into possession of, information with respect to the Company that is not known to such Relevant Purchaser and that may be material to a decision to purchase the Sale Shares (“**Purchaser Excluded Information**”) and (ii) such Relevant Purchaser has determined to purchase the Sale Shares notwithstanding its lack of knowledge of the Purchaser Excluded Information;
- (c) acknowledges that the price for the Sale Shares may significantly appreciate or depreciate over time and by agreeing to purchase the Sale Shares from the Sellers pursuant to this Agreement, such Relevant Purchaser is giving up the opportunity to purchase the Sale Shares at a possible lower price in the future; and
- (d) understands that the Sellers will rely on the accuracy and truth of the foregoing representations in Clause 5.4, and such Relevant Purchaser hereby consents to such reliance.

5.6 The Company, represents and warrants, to each of the Parties, as of the date of this Agreement and as of each Completion Date, in each case, with respect to the facts and circumstances then in existence, as follows:

- (a) it has the necessary power and authority to execute this Agreement and to perform its obligations hereunder;
- (b) this Agreement constitutes legal, valid and binding obligations of the Company enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general equitable principles;
- (c) the execution, delivery and performance by the Purchaser of the Agreement will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of any order, judgement or decree of any court or Governmental Authority by which it is bound, or breach / default of any agreement or instrument which the Company is a party to or by which it is bound;
- (d) the execution, delivery and performance by the Company of this Agreement will not require any consent, authorisation, approval, exemption or other action by, or any filing, registration, notification, intimation or qualification with, any Person, under any agreement or instrument which the Company is a party to or by which it is bound;

- (e) the Sale Shares have been validly issued to the Relevant Seller in accordance with Applicable Laws and all actions pursuant to such issuance has been duly completed by the Company in accordance with Applicable Law;
- (f) no insolvency order has been made in its name; and
- (g) no administrative receiver of the Company has been appointed and no proceedings have been filed under which such a person might be appointed.

5.7 Each Party agrees and acknowledges that it is a sophisticated party, and has reached a decision to enter into the transactions contemplated in this Agreement based on independent commercial judgment, and each Party has the information it considers necessary to reach such a decision. Each Party further confirms that it has read and understood the terms of this Agreement, has obtained adequate legal or other professional advice on the terms hereof, and the transactions contemplated herein. Each of the Parties has the capacity to protect such Party's own interests in connection with the sale and purchase of the Sale Shares and the transactions contemplated by this Agreement by reason of such Party's business or financial experience or the business or financial experience of such Party's professional advisors.

6. RELEASE AND INDEMNITIES

6.1 General Indemnities

- (a) At any time after the first Completion Date, both the Sellers severally undertake to indemnify and keep the Purchaser, its Affiliates and their respective partners, shareholders, officers, directors, employees, representatives and agents (collectively, the "**Purchaser Indemnified Persons**") indemnified against all Losses which they suffer or incur from any breach of, non-fulfilment of, or failure to perform, any of the covenants, statements, obligations, representations and warranties of such Seller under this Agreement.
- (b) The rights and remedies of the Purchaser Indemnified Persons or the Sellers in respect of any breach of this Agreement, including, without limitation, a breach of either of the Seller's Warranties, shall not be affected by any act or happening which otherwise might have affected such rights and remedies, except by a specific written waiver by such Purchaser Indemnified Persons or the Sellers (as the case may be).
- (c) For the purpose of seeking indemnification under this Clause 6.1, a Purchaser Indemnified Person shall provide written intimation to the concerned Seller containing a summary of the matter giving rise to the claim as soon as may be reasonably possible. Any delay or failure of a Purchaser Indemnified Person to so notify the Seller shall not relieve the Seller of his indemnification obligations under this Agreement unless (and only to the extent that) the Seller's ability to contest a Third Party claim is prejudiced by such delay or failure to notify. If the matter giving rise to the indemnity claim relates to a Third Party claim against a Purchaser Indemnified Person:
 - (i) the concerned Seller shall promptly, and in any event no later than 10 (ten) Business Days after receipt of the indemnity claim from the Purchaser Indemnified Person, inform the Purchaser, in writing, whether he will make payment of all amounts claimed by the Third Party or contest the Third Party claim;
 - (ii) if the concerned Seller elects to contest the Third Party claim, the process set out in Clause 6.2(a) shall apply to the Seller's defense of the Third Party claim, whereupon the concerned Seller shall be obligated to pay all amounts payable to the Third Party as may be directed by the appropriate judicial body adjudicating such contestation;
 - (iii) if the concerned Seller elects not to contest the Third Party claim, or having elected to contest the Third Party claim, does not contest the Third Party claim:
 - (A) the concerned Seller shall (1) pay the entire amount claimed by the Third Party to the Purchaser or the Third Party (at the Purchaser's election) no later

than the date on which the Third Party claim is due and payable, and (2) pay any costs and expenses of the Purchaser Indemnified Party within the timelines specified in Clause 6.2(c)(iii); and

- (B) the Purchaser Indemnified Persons shall be entitled to assume control of the defense of the Third Party claim in accordance with the principles set out in Clause 6.2(c).
- (d) The Sellers shall not, except with the prior written consent of the Purchaser Indemnified Person, consent to the entry of any judgement or enter into any settlement.
- (e) Notwithstanding anything to the contrary contained in this Agreement but subject to Clause 6.4, no Seller shall have any liabilities pursuant to this Clause 6.1 for a breach of the representations and warranties set out in Clauses 5.1.2(d), 5.1.4(a) and 5.1.4(b) if a claim for indemnity for such a breach is not issued to the concerned Seller on or prior to the expiry of a period of 7 (seven) years from the date of Completion (“**Indemnity Applicable Claim Period**”). The indemnification obligation under this Clause 6.1 in relation to any such claim made prior to the expiration of the Indemnity Applicable Claim Period shall continue until the relevant proceeding has been finally resolved, which may be subsequent to the expiry of the Indemnity Applicable Claim Period. For the purposes of this Clause 6.1, matters shall be treated as finally resolved once there is a non-appealable order in relation to the same or where the time-limit to file the appeal has elapsed without an appeal having been filed.

6.2 Third Party Claims

- (a) In the event that the concerned Seller elects to contest the communication or notice is received by a Purchaser Indemnified Person from a Third Party (“**Third Party Notice**”), he shall be authorised to assume control of the process of responding to or contesting the Third Party Notice (including seeking an injunction or deferral of paying the amounts claimed under the Third Party Notice including tax, interest, penalties, and all additional losses incurred after the date of the Third Party Notice), at his own cost, through counsels and advisors selected by the concerned Seller, provided that:
 - (i) the Purchaser shall cooperate with the concerned Seller in the process of responding to or contesting the Third Party Notice and provide all such information as may be reasonably requested by the concerned Seller in this regard and the Company and the Purchaser shall execute necessary authorisations in favour of the concerned Seller on a case by case basis in this regard;
 - (ii) the concerned Seller shall keep the Purchaser informed of all matters pertaining to such action, and shall promptly provide the Purchaser with copies of all submissions, filings, correspondence and documents relating to the action (to the extent available with the Seller), along with minutes of all formal legal proceedings with appropriate judicial body adjudicating such contestation;
 - (iii) the Purchaser Indemnified Persons shall not make any admission of liability, agreement, settlement or compromise in relation to such Third Party Notice or Third Party claim without the prior written consent of the Seller; and
 - (iv) the concerned Seller shall not submit any correspondence, submissions, amendments or documents pertaining to Third Party Notice or proceedings related thereto, or consent to entry of any judgment or enter into any settlement, in each case which has the effect of admitting any liability of the Purchaser Indemnified Persons, or consent to any positions having an adverse impact on the Purchaser Indemnified Persons or make any representations or warranties on behalf of any of the Purchaser Indemnified Persons, in each case without the prior written approval of the Purchaser; provided that if the Purchaser, within a reasonable period and in any case prior to 3 (three) Business days for the deadline to the payment, refuses to grant its approval to any final settlement that is valid and binding under Applicable Law and which would, upon

acceptance, result in no further liability for the Purchaser Indemnified Persons in the relevant proceedings, then the liability of the concerned Seller, in respect of such Third Party Notice or proceedings (including with respect to any further costs and expenses in relation to such Third Party Notice or proceedings), shall not, in any manner, exceed the amount that was payable under such proposed settlement.

- (b) Subject to 6.3, if any amounts (or other financial comforts, whether in the nature of a bank guarantee or any other undertaking) are required to be deposited with, or paid to, a Governmental Authority (whether as a condition to any appeal or contest of the Third Party Notice or any proceeding related thereto, or on account of any failure to obtain a favourable order, or on account of any abandonment of the defense of such Third Party Notice or any proceeding or appeal related thereto, or any other reason), the concerned Seller shall make payment of the amount due and payable (to the extent as may be revised in any Injunctive Order) on or before at least 2 (two) Business Days prior to the due date of such payment, as may be extended or reduced by any Injunctive Order.
- (c) In the event the concerned Seller fails to either (i) assume control of the process of responding to or contesting the Third Party Notice, or (ii) pay the requisite amounts to the relevant Governmental Authority, the Purchaser may, without prejudice to the indemnity and payment obligations of the concerned Seller hereunder, assume control of the process of responding to or contesting the Third Party Notice through counsels and advisors selected by the Purchaser provided that:
 - (i) the concerned Seller shall cooperate with the Purchaser in the process of responding to or contesting the Third Party Notice and provide all such information as may be reasonably requested by the Purchaser and/or any appropriate judicial body adjudicating such contestation in this regard;
 - (ii) the Purchaser Indemnified Persons shall not make any admission of liability, settlement or compromise in relation to such Third Party Notice or Third Party claim without the prior written consent of the Seller (which consent may not be withheld unreasonably), provided that: (A) if a Seller withholds consent to any admission of liability, settlement or compromise, he shall not be entitled to require prosecution of an appeal or contest such an appeal pursuant to Clause 6.2(c)(v), and (B) nothing in this Clause 6.2(c)(ii) will prevent a Purchaser Indemnified Person from admitting facts simpliciter, or require a Seller's consent for the admission of such facts simpliciter: (1) related to the sale and purchase of the Sale Shares that do not amount to an admission of the liability in respect of a claim, or (2) where failure to admit such facts simpliciter would amount to perjury;
 - (iii) all costs and expenses incurred by the Purchaser in this regard shall be borne solely by the concerned Seller, and the concerned Seller shall either (A) reimburse the Purchaser for such costs and expenses within 10 (ten) Business Days of a written claim for reimbursement by the Purchaser (which written claim shall also include relevant supporting documents evidencing the costs incurred by the Purchaser), or (B) if required by the Purchaser, be responsible for the payment of such costs and expenses directly to legal counsels and advisors of the Purchaser, as permissible under Applicable Law;
 - (iv) if in the course of such contest of the Third Party Notice by the Purchaser any amounts (or other financial comforts, whether in the nature of a bank guarantee or any other undertaking) are required to be deposited with, or paid to, a Governmental Authority (whether as a condition to any appeal or contest of the Third Party Notice or any proceeding related thereto, or on account of any failure to obtain a favourable order, or any other reason), the Purchaser shall notify the concerned Seller of the same and the concerned Seller shall make payment of the amount due in accordance with Clause 6.2(b); and
 - (v) upon receipt of any order in connection with proceedings, Purchaser shall notify the concerned Seller of such order, along with the copy of such order as soon as reasonably

practicable and no later than 4 (four) Business Days from receipt of such order by the Purchaser or within 10 (ten) Business Days prior to the deadline to file an appeal against such order. Upon receipt of such notice from the Purchaser, the concerned Seller shall have the right to decide if the Purchaser should file an appeal against such order (which decision shall be binding on Purchaser), provided the decision is communicated to the Purchaser within 7 (seven) Business Days of communication from the Purchaser to the Seller. In such event, the Seller shall prosecute such appeal, and provisions of Clause 6.2(a) shall apply to such appeal commencing on the date on which the Seller takes control of the proceedings, and such appeal shall be treated as proceedings for the purpose of that clause. Any failure to deliver the order within the period mentioned in the first sentence of this paragraph shall not relieve the concerned Seller of his indemnification obligations under this Agreement unless (and only to the extent that) the Seller's ability to contest the claim / appeal is materially prejudiced by such delay or failure to notify.

6.3 Notwithstanding anything to the contrary contained in this Agreement but subject to Clause 6.4 below, the Parties hereby agree that:

- (a) Seller 1's liability (including towards the indemnity obligations under this Agreement) towards the Purchaser shall not exceed 100% (one hundred percent) of the portion of the Seller 1 Consideration received from the Purchaser; and
- (b) Seller 2's liability (including towards the indemnity obligations under this Agreement) towards the Purchaser shall not exceed 100% (one hundred percent) of the portion of the Seller 2 Consideration received from the Purchaser.

6.4 Nothing in this Agreement shall limit or exclude liability for fraud.

6.5 The Purchaser shall not be entitled to make more than one claim against the same Seller in respect of a Loss, arising out of the same cause of action. Further, if the Purchaser has received damages or otherwise obtained reimbursement or restitution, which covers a part or the entire amount of its Loss (whether from a Third Party or an insurer), it shall not make a claim against the Sellers for such portion of the Loss.

6.6 No Seller shall be liable in any manner whatsoever for any indirect, remote or consequential damages or any loss of revenue, income or profits, punitive, speculative or special damages, or loss of business reputation or opportunity.

7. FURTHER ASSURANCES

7.1 The Parties shall from time to time and at their own cost do, execute and deliver or procure to be done, executed and delivered all such further acts, documents and things required by the other Parties in order to give full effect to this Agreement and any matters envisaged hereby or ancillary hereto.

7.2 On or before the due date under the IT Act, the Sellers shall (i) pay the requisite Taxes in respect of the transfer of Sale Shares and (ii) file requisite Tax returns under the IT Act with the Taxation Authority disclosing the gains arising from the transfer of the Sale Shares and provide to the Purchaser a written confirmation within 15 (fifteen) days of filing of such returns and payment of Taxes, as the case may be, stating that (i) the Taxes have been paid and (ii) the Tax returns have been filed under the Income Tax Act with the Taxation Authority.

8. CONFIDENTIALITY AND ANNOUNCEMENTS

8.1 Save as expressly provided in Clause 8.3, each Seller undertakes that he shall treat as confidential the provisions of the Agreement and all information he has received or obtained relating to the Purchaser as a result of, or in connection with, negotiating or entering into the Agreement.

8.2 Save as expressly provided in Clause 8.3, the Purchaser shall, and shall procure that each of its Affiliates to whom confidential information is provided shall, treat as confidential the provisions of the Agreement and all information they have received or obtained relating to the Sellers as a result of, or in connection

with, negotiating or entering into the Agreement.

- 8.3 A Party may disclose, or permit the disclosure of, information which would otherwise be confidential if and to the extent that it:
- (a) is disclosed to the Affiliates of that Party or agents, advisors, directors or direct or indirect shareholders, partners or members of that Party or its Affiliates (and provided that such Persons are subject to confidentiality obligations);
 - (b) is required by law or the requirements of any securities exchange, regulatory or Governmental Authority or taxation authority to which a Party is subject or pursuant to any order of any Governmental Authority or taxation authority;
 - (c) comes into the public domain other than as a result of a breach by such Party of this Clause 8 (*Confidentiality and Announcements*);
 - (d) to the extent necessary to comply with the terms of this Agreement or otherwise give effect to or enforce the terms of this Agreement;
 - (e) is disclosed to any potential purchaser of the assets and/ or shares of the Purchaser, or any potential financier or investor of the Purchaser, or any of their respective professional advisers (provided that such Persons are subject to confidentiality obligations); or
 - (f) is disclosed to any investors of or potential investors of the Sellers or their Affiliates (provided that in each case such Persons are subject to confidentiality obligations).
- 8.4 The confidentiality restrictions in this Clause 8 (*Confidentiality and Announcements*) shall continue to apply after the termination of this Agreement without limitation in time.
- 8.5 Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of this Clause 8 (*Confidentiality and Announcements*) and that the remedies of injunction, specific performance and other equitable remedies are appropriate for any threatened or actual breach of such Clauses.
- 8.6 Save as expressly provided in this Clause 8 (*Confidentiality and Announcements*), no announcement shall be made by or on behalf of any Party or its Affiliates relating to the Agreement or the transactions and arrangements contemplated under the Agreement, without the prior written approval of the other Party.

9. COUNTERPARTS

This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 This Agreement shall in all respects be governed and interpreted by, and construed in accordance with the laws of India.

10.2 Arbitration

- (a) If any dispute, controversy or Claim arises out of or in connection with this Agreement, including any question regarding its existence, validity or termination arising out of or in connection with this Agreement (a “**Dispute**”), the Parties shall use all reasonable endeavours to resolve the matter amicably. If 1 (one) Party gives another Party notice that a Dispute has arisen and the Parties are unable to resolve the Dispute within 15 (fifteen) Business Days of service of the notice then the Dispute shall be referred to the senior executive officers of the Purchaser and to the relevant Seller(s) who shall attempt to resolve the Dispute. No Party shall resort to arbitration against the other Parties under this Agreement until 15 (fifteen) Business

Days after such referral.

- (b) All Disputes, which are unresolved pursuant to Clause 10.2(a) and which a Party wishes to have resolved, shall be referred upon the application of either Party to and finally settled in accordance with the rules of the Singapore International Arbitration Centre (“SIAC”) in force at the date of this Agreement, which rules are deemed to be incorporated by reference to this Clause. There shall be a sole arbitrator, mutually agreed to between the relevant Seller(s) and the Purchaser, and if the relevant Parties fail to reach agreement on the nomination of the sole arbitrator within 15 (fifteen) Business Days, then the sole arbitrator shall be appointed in accordance with the rules of the SIAC. No officer, director, shareholder, employee, representative or relative of any Party may be nominated or appointed as an arbitrator. The seat of the arbitration shall be Singapore, and the disputing Parties may agree on the venue being any other place. The language of this arbitration shall be English and any document not in English submitted by any Party shall be accompanied by an English translation. A written transcript of the proceedings shall be made and furnished to the Parties. Notwithstanding anything to the contrary contained herein, in the event various Disputes arise in relation to the same or substantially similar set of facts, controversy or claim, the Parties undertake that all such Disputes shall be dealt with under the same arbitral proceeding and separate arbitral proceedings shall not be initiated with respect to each such Dispute. To the extent that separate arbitral proceedings are initiated with respect to the same Dispute, all such proceedings shall be consolidated and dealt with by the same arbitrator.
- (c) The arbitrator shall have the power to grant any legal or equitable remedy or relief available under law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction.
- (d) Any award of the arbitrator, as the case may be, pursuant to this Clause 10.2 shall be in writing and shall be final, conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the courts having jurisdiction.
- (e) During the course of any arbitration under this Clause 10.2 except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.
- (f) Each Party shall participate in good faith to reasonably expedite (to the extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- (g) The arbitrator shall decide on and apportion the costs and reasonable expenses (including reasonable fees of counsel retained by the Parties) incurred in the arbitration.
- (h) No action, lawsuit or other proceeding (other than proceedings for the confirmation or enforcement of an arbitration award, an action to compel arbitration, or any action for urgent interim reliefs) shall be brought in any court in India or outside by or between the Parties in connection with any matter arising out of or in connection with this Agreement. Notwithstanding anything to the contrary stated above, the Purchaser shall have the right to seek injunctive relief (whether interim and/or final) against the Sellers in a court of law in India.
- (i) Subject to the above, the Purchaser and each Seller agrees to be subject to the exclusive jurisdiction of the courts in Singapore for all matters incidental or ancillary to the arbitration.

11. COSTS AND EXPENSES

- 11.1. Each Party shall bear its own costs and expenses incurred in connection with the negotiation, execution, preparation and performance of this Agreement.
- 11.2. Notwithstanding anything contained herein, the Sellers undertake that the Sellers shall be solely responsible for the discharge and payment of Taxes in relation to the sale of Sale Shares, and shall undertake all related filings and compliances as prescribed under Applicable Law.

12. ASSIGNMENT

- 12.1 None of the Parties may assign any of their rights or obligations under this Agreement to any Person, without the prior written consent of the other Parties.

13. THIRD PARTY RIGHTS

A Person who is not a Party or its successor or permitted assignee shall have no right to enforce any of the terms of this Agreement.

14. TERMINATION

- 14.1 This Agreement may, subject always to Clause 14.4 hereunder, be terminated prior to the Completion as follows:

- (a) upon the mutual written agreement of the Parties; or
- (b) at the election of a non-defaulting Party against any Party that has breached any representations, warranties or any other covenant or agreement of such Party contained in this Agreement, and such breach cannot be or is not cured within 10 (ten) Business Days after being notified in writing of the same in accordance with Clause 15.1, provided that no Seller or the Company may terminate this Agreement under this Clause 14.1(b) solely on account of a breach by another Seller or the Company; or
- (c) pursuant to Clause 14.3.

Unless otherwise agreed by the Purchaser, termination against any defaulting Party pursuant to (b) above shall not terminate this Agreement as between the Parties, or otherwise affect any rights or obligations amongst such Parties, other than the terminated defaulting Party and the terminating Party not in default.

- 14.2 Notwithstanding anything contained herein, the non-defaulting Party/Parties shall be entitled to all the rights and remedies which are available to the non-defaulting party under Applicable Law, equity or otherwise including such other rights and remedies as may be mutually agreed between the Parties in this Agreement. The rights specified in Clause 14.1 shall be in addition to and not in substitution for any other remedies, including a claim for damages that may be available to the non-defaulting Party.
- 14.3 This Agreement may be terminated upon written notice of a Party with respect to itself if the Completion for such Party does not occur by the Long Stop Date; provided, that no Party shall have the ability to terminate this Agreement pursuant to this clause 14.3 if the failure to so consummate the Completion is caused by the breach of such Party of their obligations under this Agreement.
- 14.4 Notwithstanding the above, the Continuing Provisions shall survive the expiry or earlier termination of this Agreement and nothing herein shall relieve any Party from any liability for fraud or any breach of the provisions of this Agreement prior to such termination. Any provision and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.

15. NOTICES

- 15.1 Any notice or other communication to be given under or in connection with this Agreement (“**Notice**”) shall be in the English language in writing and signed by or on behalf of the Party giving it. A Notice may be delivered personally or sent by pre-paid recorded delivery or international courier or electronic mail to the address provided in Clause 15.3, and marked for the attention of the Person specified in Clause 15.3.
- 15.2 A Notice shall be deemed to have been received:

- (a) at the time of delivery, if delivered personally;
- (b) at the time of transmission, if sent by electronic mail; or
- (c) 5 (five) Business Days after the time and date of posting, if sent by pre-paid recorded delivery or international courier,

provided that if receipt of any Notice occurs after 6.00 p.m. or is not on a Business Day, deemed receipt of the Notice shall be 9.00 a.m. on the next Business Day. References to time in this Clause 15 are to local time in the country of the addressee.

15.3 The addresses for service of Notice are:

Seller 1	Address-PLOT No 296, Road No 78, Jubilee Hills, Hyderabad - 500033, Andhra Pradesh Email- nandan@swiggy.in Phone number-+ 91 9972423094
Seller 2	Address- c/o Shri Yogesh Jaimini, Near VTP School, Shaktipuram Colony, Khura, Shivpuri, Madhya Pradesh, India Email-rahul@swiggy.in Phone number-+91 8861748842
Purchaser	Address: Taurusavenue 105 2132LS HOOFFDORP Attention: Leroux Neethling Email: Leroux@naspers.com Copy to: Address: c/o NNV New Ventures Inc., 201 Spear Street, Suite 1650, San Francisco, CA 94105 Attention: Ashutosh Sharma / Eric Cheung Email: asharma@naspers.com / eric@naspers.com

15.4 A Party shall notify the other Parties of any change to its details in this Clause 15 in accordance with the provisions of this Clause 15, provided that such notification shall only be effective on the later of the date specified in the notification and 5 (five) Business Days after deemed receipt.

16. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the Parties and supersedes any previous arrangements or agreements between them relating to the transactions contemplated in this Agreement, including the purchase of the Sale Shares.

17. SPECIFIC PERFORMANCE

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under the Agreement, at law or in equity, including without limitation a right for damages.

18. SEVERABILITY

18.1. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, (a) such provision or part thereof shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and (c) 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 here from to the extent permissible under Applicable Laws.

- 18.2. Without prejudice to the foregoing, the Parties hereto shall mutually agree to provide a legal valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.

19. REMEDIES AND WAIVER

No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law or in equity.

20. AMENDMENTS

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties to this Agreement.

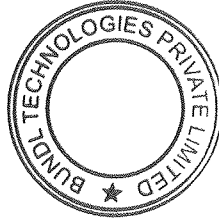
21. INDEPENDENT CONTRACTORS

The Parties are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, or an employer-employee relationship.

IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Agreement, and all the original copies hereto, on the date first above written.

For Bundl Technologies Private Limited

M. Singh



Name: Sriharsha Majety
Title: Director

[The remainder of this page has been intentionally left blank]

Signature page to the Share Purchase Agreement entered between the Company, Sellers, and Purchaser.

IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Agreement, and all the original copies hereto, on the date first above written.

For MIH India Food Holdings B.V.



Name: Leroux Neethling

Title: Director

[The remainder of this page has been intentionally left blank]

Signature page to the Share Purchase Agreement entered between the Company, Sellers, and Purchasers.

IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Agreement, and all the original copies hereto, on the date first above written.

Lakshmi Nandan Reddy Obul



Name:

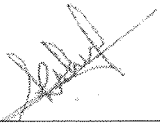
Title:

[The remainder of this page has been intentionally left blank]

Signature page to the Share Purchase Agreement entered between the Company, Sellers, and Purchaser.

IN WITNESS WHEREOF, each of the aforementioned Parties have signed and executed this Agreement, and all the original copies hereto, on the date first above written.

Rahul Jaimini



Name:

Title:

[The remainder of this page has been intentionally left blank]

Signature page to the Share Purchase Agreement entered between the Company, Sellers, and Purchaser.

Annexure I

Sale Shares and Consideration

Number of shares			Buyers
Sellers	Series of shares	Total shares	Naspers
Lakshmi Nandan Reddy Obul	Equity	310	310
Rahul Jaimini	Equity	310	310

Purchase consideration (INR)			Buyers
Sellers	Series of shares	Total Amount (INR)	Naspers
Lakshmi Nandan Reddy Obul	Equity	71,711,060.00	71,711,060.00
Rahul Jaimini	Equity	71,711,060.00	71,711,060.00

Annexure II

Format of CP Satisfaction Notice

[insert date]

To:
[●]

Sub: Certificate under Clause 3.2 of the share purchase agreement dated December 20, 2018 (“Agreement”) executed between Lakshmi Nandan Reddy Obul, Rahul Jaimini, MIH India Food Holdings B.V., and Bundl Technologies Private Limited

Dear Sirs,

I, [●], do hereby certify that:

- (i) the conditions precedent specified in Clause 3.1 of the Agreement have been satisfied; and
- (ii) documentary proof to the effect that the conditions precedent specified in Clause 3.1 of the Agreement has been satisfied, is enclosed herein (save for the condition precedent stipulated in Clause 3.1(h), that this notice itself constitutes, and for which no further documentary proof is required).

[●].

([●])
Encl: a/a