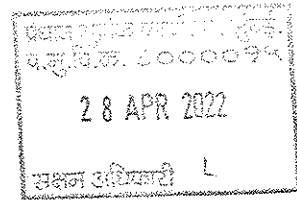


महाराष्ट्र MAHARASHTRA

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M/S. FABTECH TECHNOLOGIES INTERNATIONAL LIMITED

श्रीम. एन. ए. ए. ए. ए.

AND

M/S. FABTECH TECHNOLOGIES PRIVATE LIMITED

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("Agreement") is made and entered into as of 1st November, 2023

BY AND BETWEEN:

M/s. FABTECH TECHNOLOGIES INTERNATIONAL LIMITED, a Company registered under Companies Act, 1956, having registered office 717, Janki Centre, Off Veera Desai Road, Andheri West, Mumbai, India, 400053 through its authorized signatory Mr. Hemant Mohan Anavkar appointed by board vide board resolution passed by the Company (hereinafter referred to as "FIRST PARTY" as Seller which expression shall unless repugnant to the subject or context thereof include his/her legal heirs, executors, administrators and permitted assigns) of the FIRST PART;

AND

M/s. FABTECH TECHNOLOGIES PRIVATE LIMITED, a Company registered under Companies Act, 2013, having registered office 715, Janki Centre, Off Veera Desai Road, Andheri West, Mumbai, India, 400053 through its authorized signatory Mr. Amjad Adam Arbari appointed by board vide board resolution passed by the Company (hereinafter referred to as "SECOND PARTY" as Buyer/Purchaser, which expression shall unless repugnant to the subject or context thereof include his/her legal heirs, executors, administrators and permitted assigns) of the SECOND PART;

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions As used in this Agreement the following capitalized terms shall have the following respective meanings:

"INR" means Indian Rupees, the official currency of India.

"Law" means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect on the date of this Agreement or thereafter.

"Execution Date" means the date on which this Agreement is signed and executed.

WHEREAS, the Seller is the owner of 10,000 shares (the "Shares") of FABL CONTAINMENT PROCESS SOLUTIONS PRIVATE LIMITED, a company Registered under the Companies Act, 2013, with registered office at 715, Janki Centre, Off Veera Desai Road, Andheri West, Mumbai, India, 400053, (hereinafter the "Company");

AND

WHEREAS, the Buyer desires to purchase the Shares from the Seller, and the Seller is willing to sell the Shares to the Buyer, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Purchase and Sale of Shares

1.1. The Seller hereby agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase from the Seller, 9,999 shares of the Company (the "Shares") at a price to be determined based on the audited balance sheet of the Company as of 31st March 2023. (the "Purchase Price").

1.2 The Seller also agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase from the Seller, 1 shares of the Company (the "Shares") held by Naseem Ahsan Khan (who holds share as nominee of Fabtech Technologies International Limited) to Aasif Ahsan Khan (to hold share

as Nominee of Fabtech Technologies Private Limited) at a price to be determined based on the audited balance sheet of the Company as of 31st March 2023 (the "Purchase Price").

1.3. On the execution date of this Agreement the Sellers will provide undated Share-Transfer Deeds (Form SH-4) and Purchasers shall provide the relevant details of Shareholders to execute the share transfer of the Company.

2. Determination of Purchase Price and Payment

2.1. The Purchase Price as determined based on the audited balance sheet of the Company as of March 31, 2023 shall be the Face Value of Shares i.e. INR 10/- per Share with a total consideration amount of INR 1,00,000/-.

2.2. The Buyer shall pay the full consideration amount of the Purchase Price, to the Seller not later than a period of 3 months from the date of approval of transfer by the Board of Directors of FABL Containment Process Solutions Private Limited.

3. Transfer of Shares

3.1. Upon receipt of the full Purchase Price, the Seller shall transfer the Shares to the Buyer free and clear of any liens, encumbrances, or claims.

3.2. The Seller shall cooperate with the Buyer to complete all necessary documentation and formalities required for the transfer of the Shares.

3.3. The transfer is absolute and includes all rights and obligations connected to the Shares including but not limited to all rights to dividends, capital and voting rights.

3.4. The rights, benefits, liabilities and responsibilities contained within the terms of the Shares, shall be transferred only on execution of Share Transfer.

4. Representations and Warranties

4.1. This Agreement is legal, valid and binding and enforceable against it in accordance with its terms.

4.2. The Seller represents and warrants that it is the legal and beneficial owner of the Shares, with full power and authority to sell the Shares and the Buyer represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement.

4.3. The Seller further represents and warrants that the Shares are free and clear of any liens, encumbrances, or claims of any kind, and that the Seller has the right to transfer the Shares to the Buyer.

4.4. The Buyer further represents and warrants that it has conducted due diligence on the Company and the Shares and is satisfied with the financial condition, prospects, and any other relevant aspects of the Company.

5. Governing Law and Jurisdiction

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

5.2. Any dispute, controversy or claim arising out of or relating to the conclusion, interpretation or performance of the present Agreement, or the breach, termination or invalidity thereof, shall be definitively settled by arbitration.

6. Entire Agreement

6.1. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Shares and supersedes all prior oral or written agreements, understandings, or representations with respect to the subject matter thereof.

7. Miscellaneous

7.1. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.2. Any amendments to this Agreement must be in writing and signed by both parties.

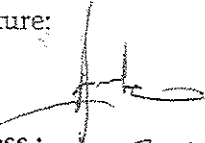
7.3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement by their duly Authorized representatives.

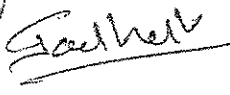
On behalf of M/S. FABTECH TECHNOLOGIES INTERNATIONAL LIMITED.

Name: Hemant Mohan Anavkar

Title: Director

Signature: 

Witness :

Signature: 


Name:

Gajesh Daulat Jadhav,
Mumbai (E).

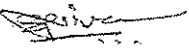
On behalf of M/S. FABTECH TECHNOLOGIES PRIVATE LIMITED

Name: Amjad Adam Arhani

Title: Director

Signature: 

Witness :

Signature: 

Name:

SUSHANT SANDEV Nirankar
Nellore (E)