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SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("the Agreement") is executed on this 10th day of January, 2014 at Jalandhar ("Execution Date") by and amongst:

BY AND AMONGST

1. **Mr. Suresh Chander**, Son of Shri Faquir Chand, R/o Super wire Tires and oil Store, opp. Bus Stand, Shahkot, 144702 Jalandhar, Punjab (hereinafter referred to as the "Seller 1", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns);
2. **Mrs. Kamlesh Jagota**, Wife of Shri Suresh Chander, R/o B-3-2563, Near Tehsil Shahkot, Distt. Jalandhar, Shahkot, 144702, Punjab, (hereinafter referred to as the "Seller 2", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns);
3. **Mrs. Meenu Bala**, Wife of Shri Bheem Sen, R/o Mohalla Vikas Nagar, Tehsil-Shahkot, Opp. Bus Stand, 144702, Punjab, (hereinafter referred to as the "Seller 3", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns), who has executed a Power of Attorney in favour of Mr. Suresh Chander to execute the Agreement;
4. **Mr. Bheem Sen**, Son of Shri Suresh Chander, R/o Mohalla Vikas Nagar, Tehsil-Shahkot, Opp. Bus Stand, 144702, Punjab, (hereinafter referred to as the "Seller 4", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns);
5. **Mr. Naresh Basi**, Son of Shri Mohinder Pal Basi, R/o Gali No. 2, Dasi Tanka Wali, Firozpur Cantt., 144702, Punjab, (hereinafter referred to as the "Seller 5", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns), who has executed a Power of Attorney in favour of Mr. Suresh Chander to execute the Agreement;

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For DODAFINANCE PVT. LTD.
Managing Director

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Suresh Chander



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- Suresh*
6. **Mrs. Tripta**, Wife of Shri Baldev Raj Puri, R/o Puri Cycle works, Preet Nagar, Chowk. Jalandhar 144702, Punjab, (hereinafter referred to as the "Seller 6", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns), who has executed a Power of Attorney in favour of Mr. Suresh Chander to execute the Agreement;
 7. **Mr. Shiv Kumar**, Son of Shri Baldev Raj Puri, R/o Puri Cycle works, Preet Nagar. Chowk, Jalandhar 144702, Punjab, (hereinafter referred to as the "Seller 7", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns), who has executed a Power of Attorney in favour of Mr. Suresh Chander to execute the Agreement;
 8. **Mr. Raman Kumar**, Son of Shri Hari Krishan Lal, R/o Pind Bariwal, Distt. & Tehsil-Hosiarpur 144702, Punjab, (hereinafter referred to as the "Seller 8", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns), who has executed a Power of Attorney in favour of Mr. Suresh Chander to execute the Agreement ;
 9. **Mr. Hari Kisan Lal**, Son of Shri Chandan Mal, R/o Pind Bariwal. Distt. & Tehsil-Hosiarpur 144702, Punjab, (hereinafter referred to as the "Seller 9", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns) who has executed a Power of Attorney in favour of Mr. Suresh Chander to execute the Agreement
 10. **Mrs. Sunita Dayi**, Wife of Shri Chandan Mal, R/o Pind Bariwal, Distt. & Tehsil-Hosiarpur 144702, Punjab, (hereinafter referred to as the "Seller 10", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and permitted assigns) who has executed a Power of Attorney in favour of Mr. Suresh Chander to execute the Agreement.
(Seller 1, Seller 2, Seller 3, Seller 4, Seller 5, Seller 6, Seller 7, Seller 8, Seller 9 and Seller 10 are the shareholders of the Company may hereinafter collectively referred to as the "Sellers").

Managing Director

FOR GODAFINANCE PVT.LTD.

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Suresh Chander



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AND

1. **Mr. Sanjay Sharma**, son of Mr. Tara Chand Sharma R/o 404/17, Heritage City, MG Road, Gurgaon, Haryana -122002 (hereinafter referred to as the "Purchaser 1", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and assigns);
2. **Mr. Vikram Jetley**, son of Mr. Jagdish Lal Jetley R/o 1104/14, Heritage City, MG Road, Gurgaon, Haryana -122002 (hereinafter referred to as the "Purchaser 2", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors and assigns);

(Purchaser 1 and Purchaser 2 shall hereinafter be collectively referred to as the "Purchasers")

AND

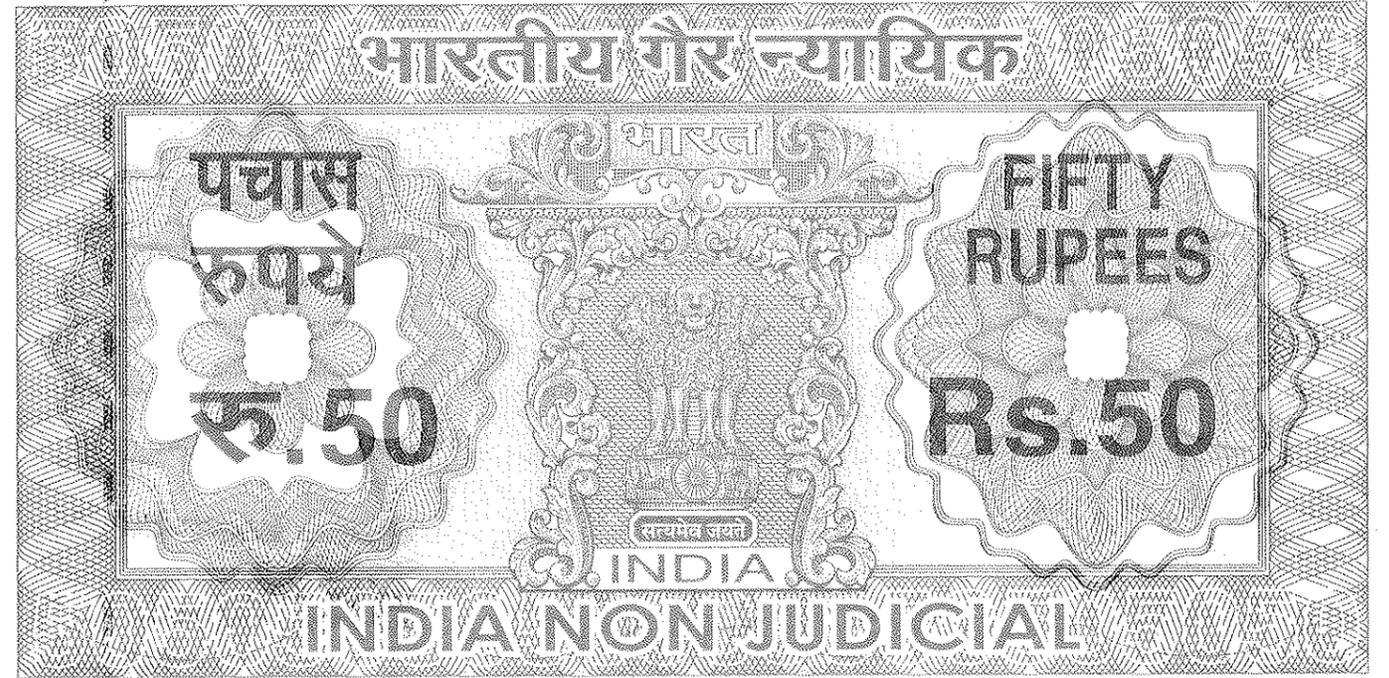
DODA FINANCE PVT. LTD., a company incorporated and existing under the provisions of the Companies Act, 2013 having its registered office at Moga Road, Opposite Bus Stand Shahkot, Jalandhar, Punjab -144702, acting through its authorise representative Mr. Suresh Chander, vide Board Resolution dated 10-01-2014 (hereinafter referred to as "Company" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, legal representatives and permitted assigns).

The Sellers, the Purchasers and the Company may hereinafter be referred to as such or collectively referred to as the "Parties" and individually as a "Party", as the case may be.

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For DODA FINANCE PVT. LTD.
Managing Director

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Sanjay



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WHEREAS:

A. The Company is a company validly incorporated and existing under the Companies Act, 2013 having Corporate Identification Number (CIN) U65921PB1993PTC013609, having registered office at Moga Road, Opposite Bus Stand Shahkot, Jalandhar, Punjab -144702 and is registered as a Non-Banking Finance Company with the Reserve Bank of India, Chandigarh to engage in the business of leasing and to finance of hire purchase vehicles and holds a License bearing no. B-06.000369 issued on December 15, 2000 by the Reserve Bank of India, Chandigarh ("said License").

B. As on Execution Date, the shareholding pattern of the Company is as follows:

S. No	Name of Shareholder	Number of Shares held	% of Shares held
1	Seller 1	5,070	16.90%
2	Seller 2	5,120	17.07%
3	Seller 3	3,026	10.09%
4	Seller 4	2,975	9.92%
5	Seller 5	2,540	8.47%
6	Seller 6	2,340	7.80%
7	Seller 7	2,340	7.80%
8	Seller 8	2,000	6.67%
9	Seller 9	2,180	7.27%
10	Seller 10	2,409	8.03%
	Total	30,000	100%

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FOR DODA FINANCE PVT. LTD.
Managing Director

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Suresh Chander

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- C. The Purchasers have expressed a desire to acquire one hundred percent (100%) of the total issued, subscribed and paid-up share capital of the Company together with the said License. Pursuant to negotiations and discussions between the Parties, the Purchasers have agreed to acquire 30,000 (Thirty Thousand) fully paid equity shares of Rs. 100/- each (Rupees Hundred only) ("Sale Shares") along with the said License.
- D. The Sellers have agreed to sell and the Purchasers have agreed to purchase the Sale Shares in accordance with the terms and conditions set out herein.
- E. The above mentioned Seller No. 3 to 10 out of their own consent and free will has executed a Power of Attorney in favour of Seller No.1, Mr. Suresh Chander to execute the present agreement on their behalf and for the transfer of shares held by them to the Purchasers.
- F. The Parties are therefore, desirous of entering into this Agreement to record the mutual rights and obligations for the purchase of the Sale Shares by the Purchasers from the Sellers.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

- 1.1 For the purposes of this Agreement, in addition to the terms defined in the introduction of this Agreement, the following expressions, when capitalised, shall have the following meanings, unless repugnant to the meaning or context thereof (if not capitalised each expression shall be ascribed its ordinary meaning):

1.1.1 "Affiliate" shall mean:

- (i) in case of a Person other than a natural Person, any other Person that, either directly or indirectly (through one or more intermediate Person(s)), controls, is controlled by, or is under common control with such Person, and
- (ii) in case of a Person that is a natural Person, any other Person who is a relative of such natural Person,

provided that, for the purposes of this definition:

- (a) 'control' shall mean the power to direct the management or policies of a Person, whether through the ownership of over 50% of the voting power of such Person, through the power to appoint over half of the members of the board of directors or similar governing body of such Person or by virtue of the articles or other constitutional document of such Person or otherwise, or through contractual arrangements or otherwise; and
- (b) 'relative' shall have the meaning ascribed to it under Section 6 of the Companies Act, 1956.

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FOR DODA FINANCE PVT. LTD.

Managing Director

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- 1.1.2 **“Agreement”** shall mean this Share Purchase Agreement together with all its recitals and annexures etc., as may be attached hereto, and all agreements between the Parties supplemental to or in amendment or confirmation of this Share Purchase Agreement, made in accordance with this Share Purchase Agreement;
- 1.1.3 **“Board” or “Board of Directors”** shall mean the board of directors of the Company;
- 1.1.4 **“Dispute”** shall have the meaning given to such expression in Clause 8;
- 1.1.5 **“Effective Date”** means the day on which this Agreement is duly executed;
- 1.1.6 **“Encumbrances”** shall mean security interest, pledge, mortgage, lien, charge, encumbrance, adverse claim, pre-emptive right, attachment, restrain and / or any restriction of any kind including without limitation, any restriction on the use, voting, transfer, receipt of income or other attributes of ownership;
- 1.1.7 **“Equity Share”** shall mean the equity shares of the Company of Rs.100 each (Rupees Hundred only) fully paid up;
- 1.1.8 **“Escrow Account”** shall mean Escrow Account No. (N.A) namely (N.A) would be maintained by Mr. Suresh Chander and Mr. Sanjay Sharma jointly.
- 1.1.9 **“Governmental Authority”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity or any state or other subdivision thereof or any municipality, district or other subdivision thereof in the Republic of India, including, without limitation, the municipal / local authority having or purporting to have jurisdiction over the Company and/or the Sellers;
- 1.1.10 **“Law(s)”** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and / or of any statutory authority in the Republic of India;
- 1.1.11 **“Material Adverse Effect”** means a material and adverse effect, financial or otherwise, on any Party or their businesses, properties, financial position or their ability to comply with their obligations to their creditors or their obligations under this Agreement;
- 1.1.12 **“Person(s)”** shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization;
- 1.1.13 **“Sale Shares”** means 30,000 (Thirty Thousand) equity shares of the Company that are to be sold, free from all Encumbrances, by the Sellers

and are to be registered free from all encumbrances by the Company in favour of the Purchasers on the Effective Date;

1.1.14 "Sale Consideration" means a sum of Rs.30, 50,000/- (Rupees Thirty Lac Fifty Thousand only) out of which 29,50,000/- (Rupees Twenty Nine Lac Fifty Thousand only) to be paid by the Purchasers to the Sellers upon execution of this Agreement and a sum of Rs. 1,00,000/- to be paid after the clearance of the Income Tax scrutiny case for the assessment year 2014-15 or on the completion of the last date for picking up the case under scrutiny whichever is later.;

1.1.15 "Third Party" shall mean any Person that is not a signatory to this Agreement.

1.2 In this Agreement:

1.2.1 All references to any statutory provision or enactment shall include references to any amendment, modification or re-enactment of that provision or enactment (whether before or after the date of this agreement), to any previous enactment which has been replaced or amended and to any regulation or order made under that provision or enactment;

1.2.2 References to documents 'in the agreed form' are the documents in terms agreed between the parties to this agreement and signed (for the purpose of identification only) by the Vendors and the Purchaser prior to the signature of this agreement;

1.2.3 Reference to the Recitals, clauses and the Schedules are respectively to the Recitals to, clauses of and the Schedules to, this agreement.

2. SALE AND PURCHASE OF THE SALE SHARES

2.1 Sale and Transfer

2.1.1 Subject to the terms and conditions of this Agreement, on the Effective Date, the Sellers hereby, as the absolute legal and beneficial owners of the Sale Shares, sell, assign, transfer and convey to the Purchasers, all of their rights, title and interests in and to the entirety of all, but not less than all, of the Sale Shares and the Purchasers, relying on the several representations, warranties, covenants and undertakings of the Sellers and the Company as contained in this Agreement, hereby purchase all, but not less than all, of the Sale Shares, free and clear of all Encumbrances and security interest and together with all rights, title and interests now and hereafter attaching thereto, for a consideration equivalent to the Sale Consideration;

2.1.2 Sellers shall deliver to the Purchasers, the share certificates duly endorsed in favour of purchasers representing the Sale Shares and duly executed transfer deeds with respect to the Sale Shares in the manner as stated in

Schedule - A;

For DODA FINANCE PVT. LTD.
Managing Director

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- 2.1.3 The Company and the Sellers shall record, transfer and register the Sale Shares in favour of the Purchasers on the Effective Date;
- 2.1.4 The Company and the Sellers undertake to execute all such deeds, agreements, instruments and other writings necessary or desirable for ensuring the absolute transfer of the Sale Shares to the Purchasers;
- 2.1.5 Upon recording of sale and transfer of the Sale Shares, the Purchasers shall become the legal and beneficial owners of the Sale Shares and upon acceptance of resignation as Directors by the Seller No. 1 and Seller No.2, the management and control of the Company shall vest with the Purchasers.

2.2 Sale Consideration

- 2.2.1 The Parties agree that the Sale Shares comprising 100% of the issued and paid-up share capital of the Company shall be sold to the Purchasers at Rs.30,50,000/- (Rupees Thirty Lac and Fifty Thousand only) ("Consideration") i.e.Rs.101.67/- (Rupees Hundred One and sixty seven Paise only) per share. The Parties hereby acknowledge that the Purchasers have paid the Seller No.1 Rs.5,00,000/- (Rupees Five Lac only) as advance consideration vide cheque / draft/RTGS no. 000002 dated 31st October,2013, drawn on HDFC Bank, Gurgaon, for a sum of Rs. 1 Lac and a sum of Rs. 4 Lac was paid through RTGS No. _____ in the saving Account No. 615502010000013 with Union Bank of India, Shahkot Branch, Jalandhar, Punjab.of Mr. Suresh Chander which is equivalent to 16.39 percent of the consideration.
- 2.2.2 On the Closing Date, subject to fulfillment of the conditions precedent and simultaneous to the transfer of the Sale Shares to the Purchasers, the Purchasers shall pay an amount of Rs.24,50,000/- (Rupees Twenty Four Lac Fifty Thousand only) being equivalent to 80.33 percent of the Consideration, an amount of Rs. 1,00,000/- (Rupees One Lac) shall be paid by the Purchasers after the clearance of the Income Tax scrutiny case for the assessment year 2014-15 or on the completion of the last date for picking up the case under scrutiny whichever is later, till that date the said amount will be kept in Escrow Account. The Balance Consideration shall be paid by the Purchasers to the Sellers by means of transfer of funds, through wire transfer or electronic fund transfer or such other mode as may be mutually agreed between the Parties.
- 2.2.3 The Purchasers have paid **Sale Consideration** to the Sellers in the following manner and the receipt of which the Sellers hereby acknowledge

Sr. No.	Name of the Shareholder/ Sellers	No. of Shares held	Name of the Purchaser	Cheque No.	Dated	Drawn on	Amount (Rs.)
1.	Mr. Suresh Chander	5070	Mr. Sanjay Sharma				5,15,450/-
2.	Mrs. Kamlesh Jagota	5120	Mr. Sanjay Sharma				5,20,533/-
3.	Mr. Bheem Sen	2975	Mr. Vikram Jetley				3,02,458/-
4.	Mrs. Meenu Bala	3026	Mr. Vikram Jetley				3,07,643/-
5.	Mrs. Tripta	2340	Mr. Sanjay Sharma				2,37,900/-

6.	Mr. Shiv Kumar	2340	Mr. Sanjay Sharma				2,37,900/-
7.	Mr. Hari Krishan	2180	Mr. Sanjay Sharma				2,21,633/-
8.	Mrs. Sunita Dayi	2409	Mr. Sanjay Sharma				2,44,915/-
9.	Mr. Raman Kumar	2000	Mr. Sanjay Sharma				2,03,333/-
10	Mr. Naresh Basi	2540	Mr. Sanjay Sharma				2,58,233/-
	Total	30,000					30, 50,000/-

2.2.4 The Parties agree that payment of the Sale Consideration to the Sellers in the manner provided in Article 2.2.2 hereinabove is in full and final discharge of all obligations of the Purchasers towards the Sellers under this Agreement.

2.2.5 The post-Closing shareholding of the Company would as follows:

Name of Shareholder	Number of Shares held	% of Shares held
Purchaser 1	23999	80%
Purchaser 2	6001	20%
TOTAL	30000	100%

2.3 Board of Directors

2.3.1 The Purchasers have nominated Mr. Vikram Jetley in writing to be appointed as additional director of the Company, Mr. Sanjay Sharma, Purchaser 1, has already been appointed as Additional Director in the Board Meeting held on November 27, 2013;

2.3.2 The Sellers shall ensure that the existing Board of Directors of the Company pass and adopt the necessary Board Resolutions to appoint the persons nominated by the Purchasers as additional directors of the Company;

2.3.3 The Sellers shall also ensure that the existing Directors of the Company ensure that all corporate and statutory compliances of any nature whatsoever, required for the appointment of additional director nominated by the purchasers are complied with.

2.4 Sellers shall make deliveries of the following records/documents on the effective date.

2.4.1 Sellers shall deliver to the Purchasers documents, papers, instruments, orders, records of the Company as detailed in **Schedule-B**. The Purchasers have verified the records available and accorded their consent on the records and the Seller No. 1 has handed over the same to the Purchasers on the effective date except as detailed in **Schedule-** which have not been handed over to the Purchasers due to non availability of records. The Sellers shall hand over the said documents as detailed in Schedule- to the Purchasers as and when the said documents/records are made available/traceable to the Sellers.

For DODA FINANCE PVT. LTD.
Managing Director

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2.4.2 Seller No. 1 shall deliver to the Purchasers, duly signed resignation letters, on Effective Date of Auditors of the Company and all the existing directors of the Company on the Board but resignation of Mr. Suresh Chander, Sellers no. 1 shall be accepted by the Board after change of registered office from Punjab to Delhi and Form 32 related to his resignation shall be filed accordingly.

2.5 **Board meeting**

2.5.1 At the Effective Date, a meeting of the Board of the Company shall be convened at which the following business shall be transacted /conducted:-

- (i) The Board shall approve the transfer of the Sale Shares from the Sellers in the name of purchasers to the Purchasers and record the name of the Purchasers as the holder of the Sale Shares and made necessary entries in the register of members of the Company;
- (ii) The Board shall accept the resignations of the existing directors of the Company except Mr. Suresh Chander tendered pursuant to Clause 2.4.2.

2.6 The Sellers shall ensure that the existing Directors of the Company ensure that all corporate compliances are complied with to effectuate the transfer and registration of the Sale Shares in favour of the Purchasers.

2.7 The Sellers shall also ensure that the existing Directors of the Company support the passing and adoption of the Board Resolutions necessary to accept their own resignations from the Board of Directors.

2.8 The Sellers have confirmed that there is no Telephone connections in the name of the company.

3. **REPRESENTATIONS AND WARRANTIES AND COVENANTS OF THE COMPANY AND THE SELLERS**

3.1 The Company and the Sellers (on their own behalf and on behalf of the Company) hereby represent and warrant to the Purchasers that as on the Effective date:

- (i) The Company is legally validly incorporated and existing under the laws applicable in India and is in good standing with all Governmental Authorities having jurisdiction over it.
- (ii) The Company has all powers and all applicable approvals required to carry on its business as is now being carried or conducted, and that the Company is duly qualified to do business in the jurisdiction where it operates.
- (iii) The Company and the Sellers have full power to execute and deliver this Agreement and to consummate the transaction contemplated herein.

For DODAFINANCE PVT. LTD.
Managing Director

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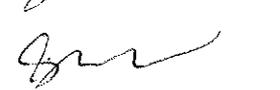
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- (iv) Save as specifically provided for in this Agreement (which consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings will be obtained or made by the Company and the Sellers on or before the Effective Date), no other consents, approvals, orders, authorisations, registrations, qualifications, designations, declarations or filings with any person is required to be sought in connection with the execution, delivery and performance of this Agreement and/or the consummation of the transaction consented herein.
- (v) The execution and delivery of this Agreement and the documents and agreements provided for herein by the Company and the Sellers, and the consummation by them of the transaction contemplated herein have been duly authorised, this Agreement and all such other agreements and written obligations entered into and undertaken in connection with the consummation of the transaction contemplated herein, constitutes or will constitute, following the execution and delivery thereof, valid and legally binding obligations of the Company and the Sellers, enforceable against each of them in accordance with their respective terms.
- (vi) The execution, delivery and performance of this Agreement and the documents and agreements provided for herein, by the Company and the Sellers, and the consummation of the transaction contemplated herein shall not, with or without giving of notice or passage of time, or both:
 - (a) violate the provisions of any applicable Laws;
 - (b) violate the provisions of the Company's constitutional documents or by-laws;
 - (c) violate any judgment, decree, order or award of any court, Governmental Authority, judicial or quasi-judicial body or arbitrator; or
 - (d) conflict or result in a material breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any material licence, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or other instrument or agreement by which the Company or any of the Sellers is or may be bound, which would have an adverse impact on this Agreement or on the consummation of the transaction in this Agreement or the fulfilment of the Company's or the Sellers obligations under this Agreement.
- (vii) The Company and the Sellers are not precluded by the terms of any contract, agreement or other instrument by which they are bound, from entering into this Agreement and the documents and agreements provided for herein or the consummation of the transaction contemplated in this Agreement.









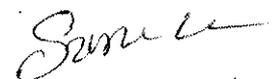

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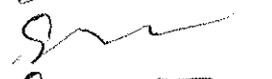
 Managing Director





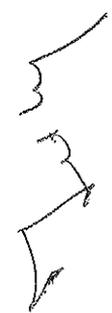
- (viii) There are no actions, suits, investigations or other proceedings pending or threatened, and that there are no orders, judgments or decrees of any court or Governmental Authority, judicial or quasi judicial body, against the Company or the Sellers which shall have a Material Adverse Effect on the Company, the Premises or the ability of the Parties to consummate the transaction contemplated herein.
- (ix) No facts or circumstances exist which could reasonably be expected to give rise to an action, suit, arbitration, investigation or proceeding against the Company or the Sellers which shall have a Material Adverse Effect on the Company, the Premises or the ability of the Parties to consummate the transaction contemplated herein.
- (x) The Sellers alone are entitled to all the proceeds from the consummation of the transaction herein.
- (xi) The Sellers shall have obtained the necessary consents/approvals from each of the other Sellers and the Board in accordance with the Articles of Association of the Company to sell the Sale Shares to the Purchasers and shall provide the Purchasers with written confirmation of the same; and The Sale Shares are not subject to any agreement or right to acquire the same or subject to any option, right of pre-emption, right of first refusal or similar matters, the provisions of which remain to be performed, and there are no outstanding actions, claims or demands between the Sellers and any Third Party affecting or relating to the Sale Shares.
- (xii) The Company and the Sellers have not done any act, matter or thing which would or may constitute a breach of any orders, regulations or bye-laws (statutory or otherwise) made by any Governmental Authority or any statutory authorities.
- (xiii) There are no outstanding payable to any revenue department(s) such as income-tax, sales tax, vat, service tax, excise (or any other statutory liability) by the Company.
- (xiv) The Company has complied with all the relevant Laws relating to the operation of its business and has committed no breach of the same.
- (xv) No claims, proceedings (whether civil, criminal, regulatory or administrative) or complaints have been made or issued or are contemplated or threatened by any regulatory authority or any Third Party with regard to the Company and the Company is not aware of any circumstances which may lead to any such complaint, claim or proceeding.
- (xvi) The Sale Shares constitute the entire paid up capital of the Company and the Sellers are the legal and beneficial owner of the Sale Shares free from all Encumbrances. The Sellers are empowered to legally transfer the title to the Sale Shares.











For DODA FINANCE PVT. LTD.

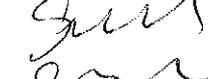
 Managing Director

- (xvii) The Company does not act or carry on business in partnership with any other Person and is not a member (through the holding of share capital and otherwise) of any corporate or unincorporated body, undertaking, consortium or association and does not hold nor is liable for any share capital or security which is not fully paid up or which carries any liability.
- (xviii) The Company has no branch, place of business or permanent establishment outside the Republic of India nor has ever had a branch, place of business or permanent establishment outside the Republic of India.
- (xix) The copies of the memorandum of association of the Company and its articles of association delivered to the Purchasers are true and complete, and set out the rights and restrictions attaching to each class of share of the Company to which they relate. The Company has complied with all the provisions of its memorandum and articles of association and, in particular, has not entered into any *ultra vires* transaction.
- (xx) Sellers shall deliver to the Purchasers all original documents, papers, instruments, orders, records, company seals, stationery of the Company.
- (xxi) The statutory books and registers of the Company have been properly kept, are written up to date and contain a complete and accurate record of the matters, which should be dealt with in the books and registers. The Company has not received notice or any application or intended application for rectification nor is aware of any deficiency in relation to its statutory books and registers. All such documents and other necessary records, deeds, agreements and documents relating to its affairs are in possession of the Company or under its direct control and are subject to access by the Company.
- (xxii) The Company and its officers have complied with all obligations as to filing of returns, particulars, resolutions and other documents with the appropriate authority including but not limited to the relevant Registrar of Companies.
- (xxiii) There are no facts, matters or circumstances which have not been disclosed in writing to the Purchasers, the disclosure of which might reasonably affect the willingness of the Purchasers to enter into this Agreement and to take any action to consummate the transactions contemplated therein.
- (xxiv) The Company has not taken any loan nor does it have any outstanding contract or arrangement to enter into any agreement or arrangement with any Person as a result of which it owes or will owe any money to such Person.
- (xxv) The Company has on the Effective Date no public deposits due and payable to any person whatsoever and/ or any dispute, claim by any such person against Sellers / Company;











For DODA FINANCE PVT. LTD.

Managing Director



(xxvi) There is not outstanding any mortgage or charge on the whole or any part of the undertaking, property or assets of the Company.

(xxvii) The Company is currently a party to or subject to contract which involves hire purchase, conditional sale, credit sale, leasing, hiring or similar arrangements. Company has extended several loans to several individuals and it shall recover the same from the debtors of the Company or it shall obtain confirmation of the same from the several debtors to whom such loan has been extended on or before effective dated. The Company and Seller shall take all necessary action for recovery of the said loan from borrowers and if they fail to recover the amount of loan on or before effective dated the Purchaser shall hold a sum of Rs.5,00,000/- out of total sale consideration to be paid to the sellers till the date of recovery of loans from borrowers;

(xxviii) None of the Sellers is indebted to the Company nor is the Company indebted to any of the Sellers, and there is no circumstance under which any such indebtedness could arise.

(xxix) The Company is not under any commitment to allot or issue any share or loan capital to any person, and no person has the right (whether exercisable now or in the future and whether contingent or not) to call for the issue of any share or loan capital of the Company.

(xxx) There is no outstanding guarantee, indemnity, surety ship or security (whether or not legally binding) given by the Company or other obligations pending on the part of the Company.

(xxxi) No order has been made, resolution passed or meeting convened or outstanding or anticipated for the winding up of the Company or for an administration order in respect of the Company; no receiver, receiver and manager, or liquidator has been appointed or expected to be appointed on the business or the whole or any part of the assets or undertaking of the Company; no proceedings have been filed under which such a receiver, receiver and manager, or liquidator might be appointed and no notice has been received or is outstanding or anticipated regarding the appointment of any such receiver, receiver and manager, or liquidator.

(xxxii) There are no unfulfilled or unsatisfied judgments or court orders outstanding against the Company.

(xxxiii) The Company has filed all declarations and returns necessary under the provisions of tax laws within the time period stipulated by such tax laws and, has not received any written notice that such returns are disputed by the tax authorities concerned and that proceedings for recovery of tax have been initiated or are presently pending against the Company.

(xxxiv) The Company has complied with all rules and regulations of RBI applicable to a NBFC.

[Handwritten signatures]

For DODA FINANCE PVT. LTD.
[Signature]
Managing Director

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(xxxv) The Company has kept and preserved all material records and information as may be needed to enable it to deliver correct and complete returns to all relevant tax authorities for all accounting periods for which such returns and declarations are required.

(xxxvi) The Company has either paid all taxes direct / indirect including though not limited to Income Tax, Wealth Tax, VAT, Sales Tax, Service Tax etc. which it has become liable to pay or else made full provision or reserve in the accounts for all tax levied or to be assessed on it or in respect of which the Company is or may become liable as on the Effective Date.

(xxxvii) The Company has not been involved in any dispute in relation to any tax, and the tax authorities have not indicated to the Company that they intend to investigate the tax affairs of the Company.

(xxxviii) The Company has complied with all legislation relating to sales, turnover or service tax or customs duty or excise duty ("Indirect Tax") to which it is subject and in particular has complied with all requirements to register with any Indirect Tax authorities.

(xxxix) All goods, services or other inputs for which the Company has claimed any exemption, credit, deduction or similar treatment with respect to any Indirect Tax have been or are to be used for the purposes of the Company's business and such exemption, credit, deduction or similar treatment is a valid exemption, credit, deduction or similar treatment available to the extent claimed.

(xl) The Company has paid the applicable stamp duty on, or in respect of all documents (including all documents relating to their properties and assets) which are required under the revenue laws to be so subject to stamp duty in a proper and adequate manner (including any documents in relation to the properties owned, used or otherwise enjoyed by it).

(xli) There are no material contracts or powers of attorney given by the Company other than those disclosed in writing to the Purchasers by the Company.

(xlii) There are no capital expenditure commitments entered into or proposed by the Company.

(xliii) There are no existing related party contracts or material arrangements or understandings, between, on the one hand, the Company and, on the other hand, any of the Sellers or any of its / his / her Affiliate(s), or any Affiliate(s) of the Company.

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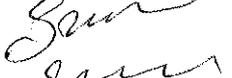
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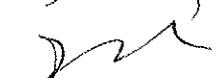
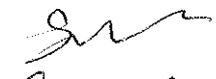
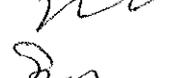
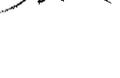
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For DODA FINANCE PVT. LTD.
[Handwritten signature]
Managing Director

- (xlv) The Company is not using any intellectual property in relation to its business.
- (xlv) The Company has in relation to each of its employees and (so far as relevant) to each of its former employees and the contract labour, if any:
 - (a) complied in all respects with its obligations under relevant laws and all other statutes and regulations relevant to its relations with each employee or the conditions of service of the employee/worker and has maintained and suitable records regarding the service of the employee; and
 - (b) discharged or adequately provided for in all respects its obligations to pay all salaries, wages, commissions, bonuses, overtime pay, holiday pay, sick pay, gratuity, provident fund and other benefits of or connected with employment up to the Agreement Date;
 - (c) The Company has not entered into any agreement or arrangement with its employees providing for termination notice period of more than one month.
- (xlvii) The Company is conducting, and since its incorporation has conducted, its business in compliance with the applicable Laws, bye-laws and regulations and the Company is not nor has it been in breach of any such Laws, bye-laws and regulations.
- (xlviii) The books of accounts and the audited / unaudited accounts of the Company have been maintained:
 - (a) accurately and properly; and
 - (b) in accordance with generally accepted accounting principles applicable to it.
- (xlix) The accounts give a true and fair view of the assets, liabilities and state of affairs of the Company and of the profits or losses of the Company for the period prior to the Agreement Date.
- (l) The Company has not incurred any additional borrowings or incurred any other indebtedness or other obligations except as stated in the latest accounts.
- (li) All information material to a Purchaser has been made known to the Purchasers in writing before the making of this Agreement.
- (li) All information supplied by the Sellers or their advisers to the Purchaser or its advisers concerning the Company including, but not limited to, any information referred to in the Schedules to this Agreement is true, complete and accurate in all respects.





For DODA FINANCE PVT. LTD.

 Managing Director




- (lii) The Sellers shall extend all assistance and co-operation as may be reasonably required by the Purchasers at any time in future for performance and consummation of the transaction contemplated in this Agreement and / or relating to transactions preceding the Effective Date.
- (liii) The Company is currently not a party to or subject to any contract which involves hire purchase conditional sale credit sale leasing hiring or similar arrangements;
- (liv) That Mr. Suresh Chander, Seller no. 1 is liable to complete the Books of Accounts and to provide the Audited Balance Sheet & Profit & Loss Account of the Company upto the period ended on 31st March, 2013 and provisional Balance Sheet, Profit & Loss Account and Books of accounts up to effective date complete in all respect.
- (lv) That the Board of Directors have passed necessary resolution for change is authorise signatory of all the existing Bank Accounts of the Company and Mr. Suresh Chander undertakes to provide all documents pertaining to the change of authorise signatory of bank accounts to the purchasers.
- (lvi) The Sellers undertake that they shall not have any objection if Purchasers use the name of the Company after transfer of control and management in the hand of Purchasers.

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4. THE WARRANTY AND INDEMNITY

4.1 The Warranty

In addition to the representations and warranties given by the Sellers and the Company in Clause 3 hereinabove the Sellers further warrant as under:

- 4.1.1 Each of the Sellers confirm and warrant to the Purchasers that there are no existing liabilities -- except as listed in **Schedule-C** concerning the Company.
- 4.1.2 The contents of clauses Recitals (E) and (F) above are true and correct in all respects.
- 4.1.3 The Sellers confirm and warrant that the Sale Shares held by them do not suffer from any Encumbrances save as provided in this Agreement.

Suresh

For DODA FINANCE PVT. LTD.
Suresh
 Managing Director

Suresh

कमलेश्वर शर्मा

4.2 **The Indemnity**

4.2.1 Mr. Suresh Chander and Ms. Kamlesh Jagota Seller No. 1 & 2 in personal capacity and on behalf of the Company shall indemnifies and holds the Purchasers, harmless from and against all cost/losses/damages/ sufferings incurred in connection with any claim arising out of (a) any inaccuracy in or breach of any representation and warranty of the Company and the Sellers contained in this Agreement or any other agreement and writings mentioned in this Agreement; (b) the non-fulfilment of any covenant, undertaking, agreement or other obligation by the Company and the Sellers under this Agreement or any other agreement and writings mentioned in this Agreement; (c) any non-compliance by the Company and the Sellers with any laws, corporate or regulatory requirements, any directions or circulars, bye-laws and regulations including that applicable to the consummation of the transaction contemplated herein; (d) in respect of non-delivery/production of any documents/ records as detailed in Clause 2.4 and Schedule B before any authority/statutory body /or any other person (e) any proceedings initiated for matters relating to transactions entered into by / with the Company prior to the Effective Date. It is clarified that the liability of the Seller no.1 for the aforesaid event shall be for the entire period since the incorporation of the Company and extends till the Effective Date and the liability of the Seller no.1 shall extend to all breach/non-compliance/ actions and inaction on by the original Promoters as well as by the Sellers.

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4.2.2 Mr. Suresh Chander and Ms. Kamlesh Jagota Seller No. 1 & 2 in personal capacity and on behalf of the Company indemnifies and holds the Purchasers, harmless from and against all costs/ losses/damages/ sufferings incurred in connection with any claim arising out of any violation of any provisions of law by the Sellers prior to the execution of the present agreement / transfer of the Company to the Purchaser.

4.2.3 Mr. Suresh Chander and Ms. Kamlesh Jagota Seller No. 1 & 2 in personal capacity and on behalf of the Company indemnifies and holds the Purchasers from and against any amount being paid by the Purchasers towards any penalty interest, cost, and prosecution being levied on the Purchasers for any claim arising for the period prior to the execution of the present agreement / transfer of the Company to the Purchasers.

4.2.4 Mr. Suresh Chander, Seller No. 1 shall provide the records and complete information as detailed in Clause 2.4. before any authority, statutory body or person as and when required and the Seller no.1 indemnifies the Purchasers for any cost/ loss/ damages/ suffering being caused to the Purchasers for non production of the records/ documents as detailed in Clause 2.4

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For DODA FINANCE PVT. LTD.
[Signature]
Managing Director

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4.3 Notice of claim

4.3.1 Any indemnifiable claim under this Agreement must, in order to be valid and effective hereunder, be asserted by the Purchaser by delivery of a written notice thereof to the Company and the Seller no.1 within seven (7) Business Days of discovery by it of the breach of the same. However, any delay in serving such notice shall not prejudice the right of the Purchasers to be indemnified under this Agreement.

4.4 Sellers Liability

4.4.1 Each of the Sellers shall be jointly and severally liable in the event of any breach of any obligation or liability under this agreement (including, but not limited to, any breach of the Warranties).

5. COVENANTS OF THE PARTIES

5.1 The Parties to this Agreement hereby covenant as follows:

5.1.1 Compliances with Laws: The Parties shall be responsible for their respective compliance obligations under Law pursuant to this Agreement or any other agreement and writings mentioned under this Agreement and shall fulfill such compliance obligations in a manner which does not cause any undue delay in the consummation of the transaction contemplated herein.

5.1.2 That all correspondences, confirmations, statements relating to the period prior to the date of agreement relating to the Company shall be informed to the Sellers and shall preferably be routed through Sellers no.1 and if any document, paper, account or any other record pertaining to the Company is required to handle the enquiry, confirmation, intimation, assessment, notice as may be required by the Sellers shall be arranged by the Purchasers from the records already provided by the Sellers to the buyer. In case the Sellers no. 1 does not respond to the notices, enquiries, correspondence or officials calls then it shall be responded by the Purchasers.

5.1.3 That the Buyer shall provide to the Sellers all the records, statements under their signatures with respect to period prior to the date of agreement if it is so required to be dated after the date of agreement. The Buyer shall also arrange to provide all the documents, papers, accounts required to handle the enquiry, confirmation, assessment, intimation, notice of any authority or any party as may be required by the Sellers time to time from the records already provided by the Sellers to the Purchasers.

5.1.4 The Purchasers authorises Mr. Suresh Chander to handle assessment proceedings pertaining to the Company up to the assessment year 2013-14 and shall have all the rights to present the case, to file appeal if required against the orders of assessments at any level. The Purchasers shall provide him with requisite Power of Attorney, authority and resolutions to handle the cases suitably. The cost of all



these presentations, assessments shall be borne by the Sellers. In the event of any penalty, loss or damages being imposed by the concerned authorities in consequence of proceedings or assessment, then the same shall be borne by the Sellers. If Mr. Suresh Chander does not respond to the calls of the Buyer in this regard, then the Buyer shall have the liberty to handle such proceedings at its own at the cost of the Sellers.

5.1.5 If any loss or damage is incurred by the Sellers in the event of non production of requisite statement, declaration, accounts /record from the records/documents already provided by the Sellers to the Purchasers if the same is required before any authority, the same shall be borne by the Purchasers.

5.1.6 The Purchasers shall refund to the Sellers any payment received in regard to any claim regarding the Company related to the period prior to the date of agreement/transfer of the Company.

5.1.7 The Sellers shall not be responsible for any acts/deed done except as stated elsewhere in this agreement by the Buyer after the execution of the present Agreement.

6. TERM AND TERMINATION

6.1 This Agreement will come into force on the Effective Date and shall remain in full force unless terminated in accordance with the terms hereof.

6.2 This Agreement may be terminated:

6.2.1 By mutual written consent of the Parties;

6.2.2 In the circumstance of a breach or default by Sellers of its obligations, representations and warranties set out under this Agreement, by the Purchasers upon fifteen (15) days written notice to the Sellers that they have failed to perform their obligations or breached a representation or warranty, in each case, as set forth in this Agreement. If the Sellers fail to rectify and remedy such breach within the notice period of fifteen (15) days, the sellers shall be liable to refund the total amount of sale consideration paid by the purchasers along with interest @ 18% p.a. and cost incurred by Purchasers for acquisition of control and management of the company, and this Agreement shall stand terminated upon the expiry of the notice period.

7. CONSEQUENCES OF TERMINATION

The Parties' right to terminate this Agreement shall be without prejudice to their right to any claims under this Agreement, injunctive relief(s) and other remedies available under the applicable Laws.

For DODA FINANCE PVT. LTD.
Managing Director

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8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing law

The provisions of this Agreement shall be governed by and construed in accordance with Indian law.

8.2 Arbitration

A Dispute between any of the Parties, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, and the rules made thereunder. The Dispute shall be referred to arbitration by a panel of three (3) arbitrators, one (1) arbitrator to be appointed by each of the Parties and the arbitrators so appointed shall mutually appoint another arbitrator to constitute an arbitral forum. The arbitration proceedings shall take place in English and be held in New Delhi. The decision of such arbitration shall be binding and conclusive upon the Parties and may be enforced in any court of competent jurisdiction.

8.3 Jurisdiction of Courts

Subject to Clause 8.2 above, jurisdiction to determine all matters which the court is entitled to determine under the Arbitration and Conciliation Act, 1996, including, without limitation, provision of interim reliefs under Section 9 of the Arbitration Act, shall exclusively be of the civil courts at New Delhi.

9. Miscellaneous

9.1 Notice

9.1.1 Every notice to be given by either Party under this Agreement to the other Party shall be given in writing, and shall be deemed to have been duly given if sent by facsimile transmission, or by a courier service of repute. Each notice shall be addressed to the other Party at the address set forth below or at such address, as a Party shall provide by notice to the other Party. Notice shall be deemed effective upon delivery to the recipient.

(i) In the case of notices to the Purchasers:

Attention: Mr. Sanjay Sharma
Address: 404/17 Heritage City, MG Road, Gurgaon 122002
Facsimile: +91-9650111731

(ii) In the case of notices to the Sellers:

Attention: Mr. Suresh Chander
Address: - Moga Rd opp bus stand, Shahkot Jalandhar 144702
E mail: - (N.A.) -
Facsimile: - +91-9468177466

(iii) In the case of notices to the Company:

Attention: DODA Finance Pvt. Ltd.
Address: - Moga Rd, opp Bus stand, Shahkot, Jalandhar 144702
E mail: - N.A. -
Facsimile: - +91-9468177466

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For DODA FINANCE PVT. LTD.
Managing Director

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or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents.

9.2 Waiver

Failure by either party to enforce at any time or for any period any one or more of the terms, conditions, provisions or stipulations of this Agreement shall not constitute as a waiver of such term, condition, provision or stipulation nor of the right of such Party to enforce the same subsequently.

9.3 Severability

Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

9.4 Costs

Each Party agrees that it shall bear by itself all costs and expenses incurred by it in connection with any discussions, negotiations and investigations undertaken in connection with the transaction contemplated by this Agreement, including without limitation costs and expenses associated with retention of financial, legal, tax and other professional advisers.

All costs relating to transfer of the Sale Shares and the execution of this Agreement and any documents ancillary thereto, including stamp duty and/or tax, shall be paid by the Purchasers.

9.5 Entire Agreement

This Agreement constitutes the entire agreement and supersedes any previous agreements between the Parties whether oral or in writing regarding the subject matter hereof.

9.6 Further Assurances

Each Party agrees that it will, at any time, and from time to time, do execute, acknowledge and deliver all such further acts, documents, and instruments as may be reasonably required by the Other Party in order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of this Agreement.

9.7 Confidentiality

9.7.1 The Parties shall not, for the duration of this Agreement and thereafter divulge to any third party (other than its professional advisers) any information regarding the terms of this agreement or any matters contemplated by this transaction, or make any announcement relating to it, provided that:

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For DODA FINANCE PVT. LTD.
Managing Director

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9.7.2 the Purchaser shall be entitled to make such announcements as may be required by law, or by the rules and regulations of Government Authority;

9.8 Survival
The provisions contained in Clause 3, 4 and 8 shall survive the expiry or termination of this Agreement.

9.9 Successors And Assigns; Assignment

9.9.1 This Agreement shall benefit and bind the Parties and their respective successors and permitted assigns.

9.9.2 The Purchasers alone shall be entitled to assign this Agreement and / or assign its rights, obligations or interest herein including, without limitation, monies under this Agreement without the prior written consent of the Sellers.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorised representatives on the date and year first hereinabove written:

Suresh
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Suresh
Chander
Suresh
Chander

Seller 1

Suresh Chander
Suresh Chander

For and on behalf of
Seller 3

Suresh Chander
Name: Suresh Chander
Authorized Signatory

For and on behalf of
Seller 5

Suresh Chander
Name: Suresh Chander
Authorized Signatory

For and on behalf of
Seller 7

Suresh Chander
Name: Suresh Chander
Authorized Signatory

For and on behalf of

Seller 2

Kamlesh Jagota : (Signed at the bottom)

For and on behalf of
Seller 4

Suresh Chander
Name: Suresh Chander
Authorized Signatory

For and on behalf of
Seller 6

Suresh Chander
Name: Suresh Chander
Authorized Signatory

For and on behalf of
Seller 8

Suresh Chander
Name: Suresh Chander
Authorized Signatory

For and on behalf of

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[Handwritten signature]

Kamlesh Jagota

FOR DODA FINANCE PVT. LTD.
Managing Director

Seller 9

Name: Suresh Chander
Authorized Signatory

Seller 10

Name: Suresh Chander
Authorized Signatory

Purchaser 1

Sanjay Sharma

Purchaser 2

Vikram Jetley

For and on behalf of
DODA FINANCE PVT. LTD

For DODA FINANCE PVT. LTD.

Name: Suresh Chander

Authorized Signatory
Managing Director

ਦਸ ਗਵੀਰੀਆਂ

Witness:

i) Ankit Gaudhi — Gaudhi
84/12, Friends Colony, opp. OAV College
Jalandhar City, Punjab - 147008

ii) BIPIN BIHARISHARMA
Flat No. 501, K. K. Mans Apartment
Sector-7, Dwarka, New Delhi

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Schedule-A

Manner of Purchase of Equity Shares

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Sr. No.	Name of the Shareholder/Sellers	Address	No. of Shares held	Purchaser's Name	No. of Shares Purchased	Distinctive Nos.
1.	Suresh Chander	Jalandhar	5070	Sanjay Sharma	5070	[01-50; 101-1440; 5011-6350]
2.	Narvesh Kumar Basi	Jalandhar	2540	Sanjay Sharma	2540	7851-10150
3.	Kamlesh Jugota	Jalandhar	5120	Sanjay Sharma	5120	11031-13570
4.		Ji				51-100; 1441-2330; 2331-3670;
5.	Tripta Rani	Jalandhar	2340	Sanjay Sharma	2340	3671-5010; 13571-14070;
6.	Shiv Kumar	Jalandhar	2340	Sanjay Sharma	2340	22091-23090;
7.	Raman Kumar	Jalandhar	2000	Sanjay Sharma	2000	14071-15410; 19091-20090
8.	Hari Krishan	Jalandhar	2180	Sanjay Sharma	2180	20091-22090
9.	Sunita Devi	Jalandhar	2409	Sanjay Sharma	2409	16751-18090; 10191-11090
10.	Meenu Bala	Jalandhar	3026	Vikram Jolley	3026	23091-23999; 6351-7850
	TOTAL Pheem Sam	Jalandhar	2975	Vikram Jolley	2975	24000-27025
	<u>Total</u>		<u>30,000</u>		<u>30,000</u>	27026-30000

Schedule-B

List of Original Documents relating to the Company since incorporation, which is to be handed over by the Sellers to the Purchasers on the Closing.

1. Certified True Copy of Certificate of Incorporation issued by the Registrar of Companies;
2. Memorandum and Articles of Association of the company (as originally adopted and all amendments);
3. Books of Accounts (hard copies and a soft copy) till financial year 2012-2013;
4. Audited balance sheet till financial year 2012-13;
5. Income Tax returns up to Assessment year 2012-13;
6. Minute Books of Board meetings;
7. Annual returns filed with Registrar of Companies;
8. Minute Books of Shareholders meetings;
9. Register of Shares Transfer;
10. Share Transfer Deeds;
11. Register of Members and Register of Directors;
12. RBI Intimation letter dated 22.11.2013
13. Register of Director Shareholding;
14. Bank Statements;
15. Original Copy of the PAN Card and Letter of TDS No.;
19. Updated records of all applications, forms, etc., filed with ROC;
20. Correspondence, license, compliance forms, returns etc. filed with or received from RBI;
21. List of Directors with their full names and residential address;
22. Rubber Stamp of the Company;

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FOR DODA FINANCE PVT. LTD.
Director

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SCHEDULE-D

(List of the Documents not handed over by the Sellers to the Purchaser)

1. Transfer deeds of Share transfers of 13-09-2013 from 18 shareholders to the present 10 shareholders.

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For DODA FINANCE PVT. LTD.
[Signature]
Managing Director

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