

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषपत्र पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16160552504560



Bank/Branch: PNB/PNB HOUSE (62)
Pmt Txn id : 221118M305112
Pmt DtTime : 22-11-2018@12:40:49
ChallanIdNo: 03006172018112250047
District : 7101/MUMBAI

Stationery No: 16160552504560
Print DtTime: 22-11-2018@13:48:11
GRAS GRN : MH008527803201819S
Office Name : IGR182/BOM1_MUMBAI CITY 1



StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS
StDuty Amt : R 3,41,000/- (Rs Three, Four One, Zero Zero Zero only)

RgnFee Schm:
RgnFee Amt :

Article : 5(h) (A) (iv)/Agreement creation right and having monetary value
Prop Mvblty: N.A
Prop Descr : SHARE PURCHASE, AGREEMENT, VILE PARLE WEST, MUMBAI, Maharashtra
Consideration: R 17,00,00,000/-

Duty Payer: (PAN-AAGCS1848H) SANYAM REALTORS PVT LTD
Other Party: (PAN-AADPK7084K) NARESH KOTAK

Bank official1 Name & Signature


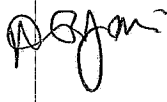
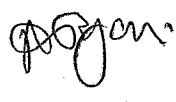



G. Ubhase

Bank official2 Name & Signature

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SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT made and entered into at Mumbai on this 22nd day of November 2018 by and between **Mr. Naresh Kotak (PAN: AADPK7084K)**, Indian inhabitant individual residing at Carlton Terrace, 35 C Bhulabhai Desai Road, Mumbai 400026 hereinafter referred to as **"THE SELLER"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his respective legal heirs, administrators and executors) of the **FIRST PART**;




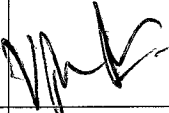
			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

AND

(1) M/s. SANYAM REALTORS PVT. LTD (PAN: AAGCS1848H) a Company deemed to be registered under the Companies Act, 2013 and having its registered office at B/5, Parekh Apartments, Sarojini Road, Vile Parle West, Mumbai 400056 and **(2) MR. RAKESH JAIN (PAN: ADEPJ0778P)** of Indian Inhabitant residing at 701-702 / A Wing, High Land Park CHSL, Lokhandwala Complex, Andheri West, Mumbai 400053 hereinafter collectively referred to as **"PURCHASERS"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successor or successors and their assigns) collectively of the **SECOND PART;**

AND

M/S. SAGAR OFFSHORE DRILLING COMPANY PRIVATE LIMITED, (PAN: AADCS2390B) a company incorporated and registered under the Companies Act, 1956 and having its registered office at 29, Bank Street, Fort, Mumbai- 400 001 (hereinafter referred to as the **"COMPANY"** which


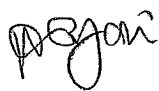
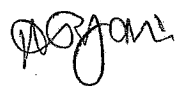

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **THIRD PART**.


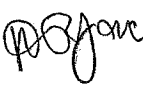

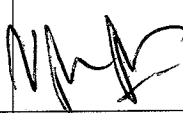
The Company, Seller and the Purchasers are hereinafter individually referred to as '**Party**' and collectively as '**Parties**'.

WHEREAS:

A. The Company is a private limited company incorporated under the Companies Act, 1956 and deemed to be incorporated and registered under the Companies Act, 2013 and is engaged in the business of (i) mining, exploring for oil, fuel, minerals and other natural substances and prospecting for and exploring natural substances (ii) to acquire land, property, lands, estates, sea beds, water ways, shores and queries, etc as enumerated in the Memorandum and Articles of Association of the Company.

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company




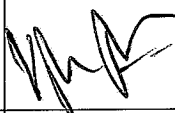
- B. The Company's authorized share capital is Rs.10,00,000/- (Rupees Ten Lakhs Only) divided into 10,000 (Ten Thousand) equity shares of Rs.100/- each and the issued, subscribed and paid up capital is Rs.1,00,000/- (Rupees One Lakh Only) divided into 1,000 (One Thousand) equity shares of Rs.100/- each.
- C. The Seller is presently the legal and beneficial holders of aggregate 1,000 (One Thousand Only) equity shares of INR 100/-each representing 100% of the issued, subscribed and paid-up equity share capital of the Company bearing distinctive Nos. 1 to 1,000 (both inclusive) (hereinafter referred to as "**the said Shares**").
- E. The accounts of the said Company are audited upto the year ended 31st March, 2018. Hereto annexed as **ANNEXURE "A"** (Collectively) are the copies of the audited balance sheets and profit & loss Accounts for last three accounting years viz 2015-2016, 2016-2017 and 2017-2018 and the provisional balance sheet and

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

the income & expenditure accounts for the period from 1stApril, 2018 to 30th September, 2018.

- F. It is agreed between the Parties that an aggregate sum of Rs.1,04,85,785/- (Rupees One Crore Four Lakhs Eighty Five Thousand Seven Hundred and Eighty Five Only) is outstanding as on November 21, 2018, as unsecured loan payable by the Company to the Seller or the affiliate of the Company/Seller, the particulars whereof are given in **ANNEXURE "B"** annexed hereto ("**Outstanding Amount**"). The Outstanding Amount shall be paid by the Company to the Seller or its / his Affiliate in the manner provided hereunder.
- G. The Seller has agreed to sell, transfer and assign the said Shares to the Purchasers and the Purchasers have agreed to purchase the same from the Seller on the terms and conditions herein specified.

THEREFORE in consideration of the covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company



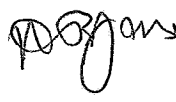
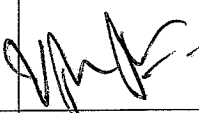
which is hereby acknowledged by the Seller and the Purchasers hereto, intending to be legally and contractually bound, the Parties hereto agree as follows:

1. DEFINITIONS

1.1 As used in this Agreement, the following terms shall have the meaning as follows:

1.1.1 “**Act**” shall mean the Companies Act, 2013 or as the case may be the Companies Act 1956, (to the extent applicable) and includes the rules, regulations and notifications issued thereunder.

1.1.2 “**Affiliate**” shall mean any person who directly or indirectly, controls, is controlled by, or is under the common control of any of the Parties hereto. The term “Control” is used in the sense of the possession by a person or a group of persons acting in concert, directly or indirectly, of the right to direct or cause the direction of the management and policies of another





			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

person, whether through the board of directors or ownership of voting rights by such other person, by the Articles of Association, contract or otherwise. A person or a group of persons acting in concert shall be deemed to be in control of a body corporate if such person or group of persons is in a position to appoint or appoints the majority of the directors of such body corporate.

1.1.3 **“Agreement”** shall mean this Share Purchase Agreement and all modifications hereto from time to time and shall include the attachments, annexures and schedules to this Agreement.

1.1.4 **“Assets”** means movable and immovable assets of the Company, set out under **ANNEXURE “C”** hereto.

1.1.5 **“Board”** shall mean the Board of Directors of the Company.

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

1.1.6 **“Business Days”** shall mean the days on which the Banks are open for business in Mumbai.


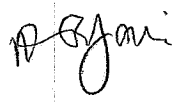
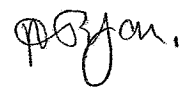
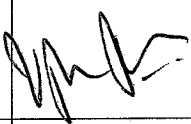
1.1.7 **“Closing”** shall mean the completion of the sale and transfer of the said Shares.

1.1.8 **“Closing Date”** shall mean 30 (Thirty) days from the Execution Date of this Agreement.

1.1.9 **“Directors”** shall mean the directors of the Company.

1.1.10 **“Execution Date”** shall mean the date of the execution of this Agreement.

1.1.11 **“Law”** shall mean all statutes, enactments, acts of legislature, laws, ordinances, rules, byelaws, regulations, notifications, guidelines, policies, directions, directives and orders of any government and or any Specified Authority.

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company




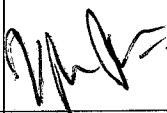
1.1.12 **“Person”** shall mean and include any individual, legal entity, company, body corporate, partnership firm, association, or proprietorship concern, whether incorporated or not.

1.1.13 **“Purchase Price”** shall mean the Purchase Price of INR Rs.15,95,14,215/-(Rupees Fifteen Crores Ninety Five Lakhs Fourteen Thousand Two Hundred and Fifteen only)] to be paid by the Purchasers to the Seller in the manner set out hereinafter in consideration for the purchase of the said Shares.

1.1.14 **“Rupees”** or the term **“INR”** shall mean Indian rupees being the currency of India.

1.1.15 **“Registered Office”** shall mean the registered office of the Company currently situated at 29, Bank Street, Fort, Mumbai- 400 001.





1.1.16 **“Shareholders”** shall mean the shareholders of the Company.

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

1.1.17 “**Specified Authority**” shall mean and include

- (a) any union, state, local or other governmental, statutory, administrative, regulatory or self-regulating authority, agency or instrumentality, having jurisdiction over the relevant matter, the Transaction or the Parties;
- (b) any court, tribunal or administrative body including arbitration tribunal; and National Company Law Tribunal (NCLT) or (c) any other similar dispute resolving panel or body; or (d) power/electricity, water, gas, telecom facilities supplying and or distributing utilities and entities.

1.1.18 “**Taxes**” shall mean any and all forms of direct or indirect taxation, withholdings, duty, cess, impost, social security contributions, and rates, cess or levy of any nature (whether central, state or local) whatsoever, and whenever and wherever charged, levied or

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company


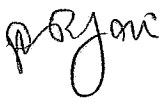
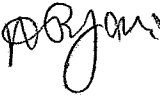

imposed, and any interest, surcharge, fine or penalties in relation thereto.

1.1.19 **“Transaction”** shall mean the sale of the said Shares by the Seller and the purchase thereof by the Purchasers in accordance with the terms and conditions mentioned in this Agreement.

1.1.20 **“Transaction Documents”** means this Agreement and such other documents and agreements entered into between the Parties relating to the Transaction contemplated above and/or designated as such by mutual agreement between the Parties in writing from time to time.

1.2 In addition to the terms defined in Clause 1.1, the capitalized terms defined in a clause/ recitals shall have the respective meanings assigned to them.

1.3 Interpretation



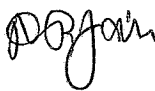
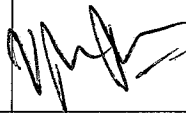
			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

1.3.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties. Nothing contained herein shall be construed to provide any benefit to any Person not a Party to this Agreement except as expressly provided for herein;

1.3.2 The singular includes the plural and vice versa and, in particular (but without limiting the generality of the foregoing), any word or expression defined in the singular has the corresponding meaning when used in the plural and vice versa;

1.3.3 Any reference to any gender includes the other gender;


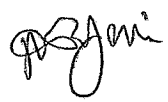
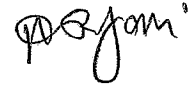
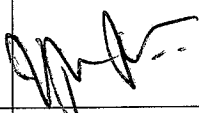
1.3.4 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings;

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

1.3.5 Any reference to an article, section, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule annexure or recital is a reference to an article, section, appendix, clause, sub-clause, paragraph, sub-paragraph, schedule, annexure or recital of this Agreement;

1.3.6 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits, annexure and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time;

1.3.7 Any reference to any statute shall be construed as including all statutory provisions consolidating, amending or replacing such statute;

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

1.3.8 Any reference to “writing” includes printing, typing, lithography and other means of reproducing words in visible form;


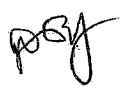
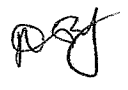

1.3.9 The terms “hereof”, “hereby”, “hereto”, “hereunder” and similar terms shall refer to this Agreement as a whole;

1.3.10 The term, “including” shall mean “including, without limitation”;

1.3.11 The headings of various Clauses, Articles and Sections in this Agreement are inserted for convenience and reference only and shall not affect the construction of the relative provisions;

1.3.12 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and amendments or re-enactments of any of them.

1.3.13 If any terms and/or any phrase used in this Agreement is not defined and/or interpreted

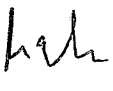


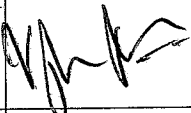
			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

herein the same shall have the meaning in relation to the context thereof and/or as defined and interpreted under the General Clauses Act, 1897.

2. THE TRANSACTION

2.1 Subject to the terms and conditions of this Agreement, on the Closing Date, the Seller shall sell and transfer all (but not less than all) of the said Shares to the Purchasers or their nominee or nominees and the Purchasers shall purchase and acquire from the Seller all (but not less than all) of the said Shares in the ratio as follows:

Sr. No.	Name of the Party	Number of said Shares	Percentage of Shareholding
1.	M/s. Sanyam Realtors Pvt. Ltd	999	99.9%
2.	Mr. Rakesh Jain	1	0.1%

			
Seller	Purchaser - Sanyam Realtors	Purchaser - Mr. Rakesh Jain	Company


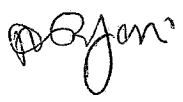

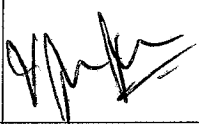
TOTAL	1,000	100%
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2.2 In consideration of the Seller selling the said Shares of the Company to the Purchasers and transferring the title thereto the Purchasers will pay the aggregate Purchase Price of Rs.15,95,14,215 /- (Rupees Fifteen Crores Ninety Five Lakhs Fourteen Thousand Two Hundred Fifteen Only) to the Seller in the manner provided under this Agreement.

2.3 It is agreed between the Parties that no Taxes is deductible by the Purchasers on the Purchase Price and the entire Purchase Price is payable to the Seller, on the Closing Date.





2.4 The Outstanding Amount shall be paid by the Company to the Seller or the affiliates of the Company, on the Closing Date, in accordance with the terms of this Agreement.

3. Conditions Precedent to Closing



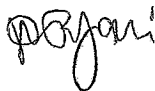

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

3.1 This Agreement and the obligation of the Purchaser to acquire the said Shares is subject to the conditions precedent set out in this Clause ("**Conditions Precedent**") having been fulfilled by the respective Party, unless otherwise waived by the other Party in writing at his/its sole discretion:

- (a) Simultaneous to the execution of this Agreement and prior to the Closing Date, the Purchasers will provide the Seller with its bank account statement evidencing that the Purchaser is in possession of sufficient funds to make payment of the Purchase Price to the Seller.
- (b) The Purchaser shall issue a public notice in relation to the immovable property described in the Annexure "C" annexed hereto ("**the said immovable property**") and the shares of the company in a form and manner agreed between the Parties. In the event of any objections or claims are raised in response to

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company


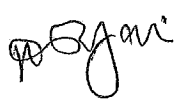
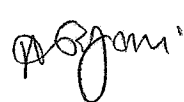
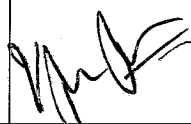
the public notice or otherwise, the Seller may, in his sole discretion, cause the company to settle at his costs such objections and if the Seller may so desire to cause the Company to settle, the same will be to the satisfaction of the Purchasers. In the event the settlement of claims that may be arrived at by the Seller is not to the satisfaction of the Purchasers then and in that event the Purchasers shall be entitled to terminate this Agreement. In the event however, the Seller would not desire to cause the Company to settle such claims or objections, the Seller may terminate this Agreement or may permit the Purchasers to settle such claims and objections at the costs, charges and expenses of the Seller within 30 days from the date of intimation by the Seller in writing permitting the Purchasers to settle such claims and objections.

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

- (c) The Seller shall cause the Company to make payment of all statutory dues payable in relation to the said immovable property until Closing Date or a date proximate to the same and shall provide to the Purchasers evidence of such payment.
- (d) If the Conditions Precedent are not fulfilled and/or are not waived on or before the Closing Date (as defined hereunder), this Agreement shall stand terminated, consequent to which, the Purchasers shall not have any rights, obligations or claims against the Seller or the Company nor shall the Seller and/or the Company have any rights, obligations or claims against the Purchasers or any of them.

4. **CLOSING AND PROCEDURE FOR THE CLOSING**

Subject to the terms of this Agreement, upon completion of the Conditions Precedent, the Closing of the Transaction shall occur on the Closing Date upon completing, the procedure and formalities set out

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

hereunder. On the Closing Date, the formalities set out in this Clause 4 shall be completed simultaneously.

4.1 The Purchaser shall, remit the Purchase Price to the Seller via bank transfer to the following account of the Seller:

Beneficiary Name: Mr. Naresh Kotak

Account Number: 2511165438

Bank Name: Kotak Mahindra Bank

Bank Address: N. S. Patkar Marg, Mumbai 400007


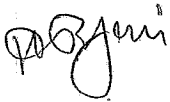


IFSC Code: KKBK0000639

4.2 The Purchasers shall advance an unsecured loan of Rs. 1,04,85,785 (Rupees One Crore Four Lakhs Eighty Five Thousand Seven Hundred and Eighty Five Only) to the Company which shall be remitted by the Purchasers into the following account of the Company:

Beneficiary Name: Sagar Offshore Drilling Co Pvt Ltd

Account Number: 9911319690 (Current Account)

Bank Name: Kotak Mahindra Bank Ltd.

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company




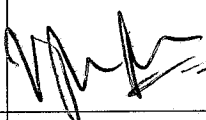
Bank Address: Fort Branch

IFSC Code: KKBK0000957

The said loan amount will be utilized by the Company to repay the Outstanding Amount to the Seller and his Affiliate in the manner provided hereunder.

4.3 The Company shall transfer the Outstanding Amount to the below stated persons, in the below stated proportion, in the manner set out hereunder:



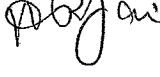

Sr. No.	Name of the Lender	Outstanding Amount	Bank Account Details
1.	Erumelivasan Infrastructure Pvt. Ltd.	Rs. 19,00,785	To be paid by cheque
2.	Mr. Naresh Kotak	Rs. 85,85,000	Beneficiary Name: Mr. Naresh Kotak Account Number: 2511165438 Bank Name: Kotak Mahindra Bank

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

			Bank Address: N. S. Patkar Marg, Mumbai 400007 IFSC Code: KKBK0000639
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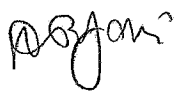


4.4 The Seller shall handover to the Purchasers the instruments of transfer duly stamped and executed by or on behalf of the Seller (along with the nominee shareholder) with the relevant original share certificates in respect of the shares and the Purchasers and the Purchasers shall lodge the same with the Company together with the relevant original share certificates in respect of the Shares in pursuance of this Agreement.

4.5 The Company shall cause a meeting of the Board to be called and convened to consider the following business and provide certified true extracts of the resolutions to the Purchasers and the Seller:

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

Sr. No.	Name of the Party	Number of said Shares	Percentage of Shareholding
1.	M/s. Sanyam Realtors Pvt. Ltd	999	99.9%
2.	Mr. Rakesh Jain	1	0.1%
TOTAL		1,000	100%





- (a) Approval of the transfer of the said Shares by the Seller to the Purchasers and taking on record the names of the Purchasers as the holder of the Shares in the register of members of the Company in the following ratio:
- (b) Appointment of the Purchasers or their representatives as the Directors on the Board of the Company;
- (c) Acceptance of the resignation of the Seller and Mr. Varghese Thomas from the Board the Company;

			
Seller	Purchaser - Sanyam Realtors	Purchaser - Mr. Rakesh Jain	Company

- (d) To take any further action necessary to implement the provisions of this Agreement;
- (e) Change the registered office of the Company from its existing address at 29, Bank Street, Fort, Mumbai 400001 to B/5, Parekh Apartments, Sarojini Road, Vile Parle West, Mumbai 400056;
- (f) Call for an extra ordinary general meeting of the Shareholders to transact the businesses listed below.

4.6 On the Closing Date, the Company shall cause an extra ordinary general meeting of the Shareholders to be called and convened to consider the following business and provide certified true extracts of the resolutions to the Purchasers and the Seller:


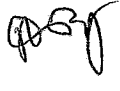
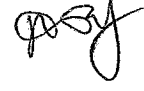

- (a) Appointment of the Purchasers or their representatives as Directors on the Board of the Company;

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

- (b) Acceptance of resignation of the Seller and Mr. Varghese Thomas from the Board of the Company;
- (c) Change of the registered office of the Company from 29, Bank Street, Fort, Mumbai 400001 to B/5, Parekh Apartments, Sarojini Road, Vile Parle West, Mumbai 400056; and
- (d) To take any further action necessary to implement the provisions of this Agreement.

4.7 Immediately after the extra ordinary general meeting of the Company and the passing of the resolutions mentioned in Clause 4.6 above, the Company shall record the entries in the relevant registers, and carry out all the actions that have been resolved to be carried out that are specified in this Clause 4, in order to effectively achieve the Closing and provide the Seller with certified true copies of all the registers.

4.8 The Company shall ensure that the appropriate prescribed forms are filed with the relevant regulatory

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company





- authorities, in accordance with the provisions of the Act and certified true copies of same with copies of the prescribed fee receipts shall be provided to the Seller.

4.9 The Company shall intimate the Registrar of Companies by filing the requisite forms (including forms DIR 11 and 12) online to reflect that the nominees of the Purchasers are appointed as Directors of the Company and the Seller and Mr. Varghese Thomas have resigned as Directors of the Company. A copy of the said filing shall be provided to the Seller.

4.10 The Seller shall hand over to the Purchasers all the documents, a list of which has been set out under **ANNEXURE "D"**

5. COVENANTS BY SELLER POST CLOSING



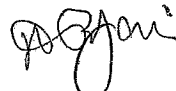
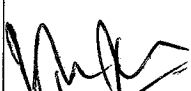
5.1 The Seller do hereby covenant with the Purchasers that he shall carry out and comply with the requirements of statutory laws such as income tax,

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

sales tax, goods and Services tax as well as requirement laid down under the Companies Act, 2013 or Rules framed there under and also all other laws as are applicable to the said business so far as the same relate to the period prior to the Closing Date.

5.2 The Seller do hereby also covenant with the Purchasers that he shall appear either personally or through his authorized representative before the taxation authority or any other concerned officer or departments for giving explanation or information of and relating to the affairs of the said Company including its business right from the beginning till his retirement as the Director of the said Company and to appear personally or through various representatives before such authorities or officers and to comply with the legal requirements that may be laid down by and such authorities of officers.



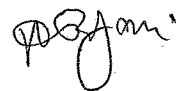

5.3 The Seller do hereby also covenant with the Purchasers that he shall assist the tax consultants of the said Company to complete the assessments of the

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

returns of Income of the said Company by the taxation authorities so far as the same relate to the period of their holding the office as the Director of the said Company as and when required and to furnish all other information instructions etc., under their control that will be necessary for the completion and finalization of the returns of income of the said Company and obtaining the order/s for assessment.

6. COVENANTS BY PURCHASERS POST CLOSING

6.1 The Purchasers do and each of them doth hereby covenant with the Seller that they shall within 10 (Ten) days from on the Closing Date cause the Company to vacate the registered office of the Company from its present address i.e. 29, Bank Street, Fort, Mumbai 400001 and shift to B/5, Parekh Apartments, Sarojini Road, Vile Parle West, Mumbai 400056. Within a period of 10 (Ten) days from the Closing Date, the Purchasers and the Company shall handover the free and vacant possession of the present registered office of the Company at 29, Bank Street, Fort, Mumbai

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company





400001 to the Seller and make necessary filings with the relevant authorities.

6.2 The Purchasers do and each of them doth hereby covenant with the Seller that the Purchasers or the Company shall not claim any right of occupancy, possession, tenancy or any benefits in relation to the present registered office of the Company (at 29, Bank Street, Fort, Mumbai 400001) in any manner whatsoever.

6.3 The Purchasers agree and covenant that the Purchasers shall be solely liable and responsible for all claims, damages and liability arising on the Company or the Purchasers or the Seller as a result of any act, omission, action or breach committed after Closing Date by the Purchasers or the Company.





7. CONFIDENTIALITY

7.1 The Purchasers do hereby recognise that they may be given and have access to Confidential Information and

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

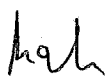


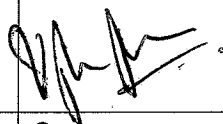
proprietary information of the Seller and the Company. The Purchasers do hereby undertake not to use any such Confidential Information, for any purpose, without the prior written consent of the Seller and shall keep the said information confidential and not to disclose the same to any third party, unless required by law or regulation. The contents of this Agreement shall also be kept confidential. The term **“Confidential Information”** shall mean any and all information and materials, as well as all trade secrets of a confidential nature disclosed verbally or by any other mean and whether directly or indirectly, by the Company or the Seller to the Purchasers, whether before or after the Execution Date, including information relating to and in connection with this Agreement, the Transaction, all related agreements, Company’s Business or market opportunities or business affairs including but not limited to:

- (a) technical information and materials, including but not limited to computer programs, software,


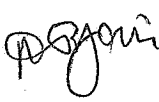
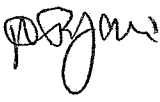

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

databases, methods, know-how, formulae, technological data, technological prototypes, processes, discoveries, machines, inventions, and similar items of the Company or the Seller;

- (b) business information and materials, including but not limited to financial information, business plans, business proposals, customer contract terms and conditions, pricing and bidding methodologies and data, sales data, customer lists, customer or contact information, customer preferences and other business information, supplier lists, supplier contact information, supplier preferences and other business information, vendor lists, vendor contact information, vendor preferences and other business information, business partner lists, business partner contact information, business partner preferences and other business information, and similar items of the Company or the Seller;

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

- (c) information and materials relating to future plans, including but not limited to new materials research, pending projects and proposals, proprietary production processes, research and development strategies, and similar items of the Company or the Seller;
- (d) personnel information and materials, including but not limited to employee lists and contact information, employee performance information, employee compensation information, recruiting sources, contractor and consulting information, contacts, cost and similar information of the Company;
- (e) original information supplied by or on behalf of the Company or the Seller, as the case may be;
- (f) information relating to the Company or the Seller which is obtained whether (without limitation) in writing, pictorially, in machine-readable form, on floppy diskettes or orally, and whether or not

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

marked "confidential" by the Seller or the Company;


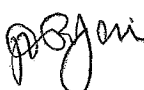

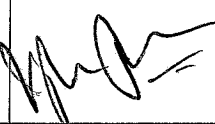
(g) other valuable, confidential information and materials and/or trade secrets that are customarily treated as confidential or proprietary, whether or not specifically identified as confidential or proprietary.

(h) Notwithstanding the above, no information constitutes Confidential Information:

(i) if it is otherwise publicly known and in the public domain or comes into the public domain due to no fault of the Seller or the Company;

(ii) was known to the Purchasers prior to its disclosure by the Seller;





(iii) if required or disclosed in any report or public announcements or disclosures to be submitted to, or made pursuant to the requirements of, any Specified Authority;

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

- (iv) if required to be disclosed in response to any subpoena or in connection with any litigation or arbitration proceedings; or
- (v) if required to be disclosed to comply with any Law applicable to the Seller or the Company hereto.





The Seller doth hereby undertake that after the Closing they shall not use any such Confidential Information, for own their purpose, without the prior written consent of the Purchasers and shall use their best efforts to keep the said information confidential and not to disclose the same to any third party, unless required by law or regulation. The contents of this Agreement shall also be kept confidential unless required by law or regulation. The term “**Confidential Information**” shall have the same meaning as designed in Clause 7.1 above.

8. CONSEQUENCES OF BREACH

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

8.1 The Purchasers jointly and severally hereby irrevocably agree to indemnify (i) the Company and its respective directors, officers, employees, attorneys and agents; and (ii) the Seller and his respective heirs, executors, administrators, successors and assigns, from and against, all losses, claims, damages, liabilities, costs and expenses arising directly or indirectly out of any breach of any covenant or obligation or misrepresentation by any of the Purchasers or breach by the Purchasers of any of its warranties under this Agreement.

8.2 The Seller hereby irrevocably agrees to indemnify (i) the Company and its respective directors, officers, employees, attorneys and agents; and (ii) the Purchaser, from and against, all losses, claims, damages, liabilities, costs and expenses arising directly or indirectly out of breach of any covenant or obligation or misrepresentation by the Seller of any of its warranties under this Agreement. Provided that, notwithstanding anything contained in this

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

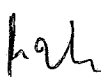
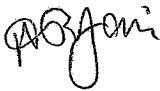
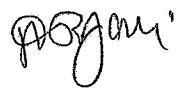

Agreement, the aggregate liability of the Seller under this Agreement, shall not, in any circumstances or at any time or for any reason exceed the aggregate of Purchase Price and the Outstanding Amount.

9. REPRESENTATIONS AND WARRANTIES



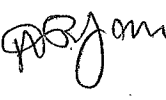

9.1 The Company represents and warrants that:

- (a) It is a company duly incorporated, validly existing and is in good standing under the laws of India.
- (b) It has all necessary power and authority to enter into this Agreement and/or to perform all the obligations to be performed by it hereunder, as the case may be.
- (c) This Agreement has been duly authorized and approved by and on its behalf by all requisite corporate actions.

9.2 The Company and the Seller do and each of them doth hereby represent and warrant that:


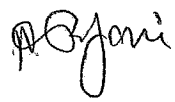
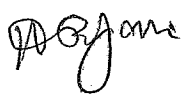

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

- (a) The Seller is the only absolute legal and beneficial owner of the said Shares and have the requisite right, power and authority to enter into this Agreement and perform all the obligations stated herein.
- (b) The Seller is not bound by any restrictive covenant or the terms of any agreement by which he would be prevented in any manner from transferring the said Shares under this Agreement or performing the terms and obligations stated herein.
- (c) The Seller has complied with all requirements of the said Act including filling of the audited accounts, balance sheet and all other regards with the Registrar of Companies.
- (d) The audited balance sheet and profit and loss account of the said Company for the accounting years 2015-2016 and 2016-2017 and 2017-2018 and the said provisional balance sheet upto 30th

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company





September, 2018 reflect true and correct state of affairs of the said Company.

- (e) The right, title and interest of the Company in all the Assets of the said Company described in Annexure "C" hereto are free from all encumbrance of any nature whatsoever by way of sale, exchange, mortgage, charge, lien, lease, licence, tenancy, maintenance, possession, easement or otherwise.
- (f) The said immovable property described in Annexure "C" hereto is in exclusive, vacant and peaceful occupation and possession of the Company and all the tenants/occupants have surrendered their occupancy/tenancy rights in respect of all the tenements in the building standing on the said immovable property and there are no existing tenancy and/or occupancy rights in respect any of the tenements in the building standing on said immovable property

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company





and/or open portions of the said immovable property or any part thereof.

- (g) Neither the Seller nor the Company has entered into any other agreement for sale and/or transfer of the Company's right, title or interest in any of the Assets of the Company.
- (h) Neither the Seller nor the Company has received any amount from any other person or persons as token and/or earnest money and/or deposit and/or any other amount by way of part or full consideration for sale and/or transfer of the Company's right, title and/or interest in any of the Assets of the Company described in Annexure "C" hereto.
- (i) Neither the Seller nor the Company has done and/or suffered or caused to be done and/or suffered any act, deed, thing or matter whereby the Company's rights and/or title and/or interest in any of the Assets of the said Company

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company


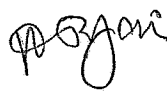
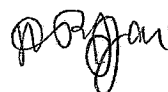
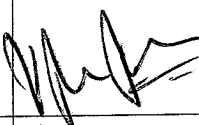
described in Annexure "C" hereto could be attached or affected in estate.

- (j) The company has observed and performed all rules and regulations of the Act and no proceedings are filed against the company and/or Seller for non-observance thereof.
- (k) No suit, litigation, proceedings and/or prosecution are pending in any Court and/or Tribunal and/or National Company Law Tribunal (NCLT) and/or any other similar resolving panel or body against the Company and/or the Seller in respect of any of the Assets of the said Company and/or in respect of any other dispute, default or liability in respect of the business of the Company nor does there exist any attachment before or after judgment on any of the Assets of the Company and the Seller shall indemnify and keep the Purchasers indemnified against any proceedings that may be initiated by any authority against the Purchasers on account

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

of any such breach that the company and/or Seller may have committed prior the Closing Date.





- (l) Seller has all necessary power and authority to enter into this Agreement and/or to perform all the obligations to be performed by it hereunder, as the case may be.
- (m) The execution and delivery of this Agreement does not, and the consummation of the Transactions contemplated hereby, will not (a) conflict with or result in a violation, contravention or breach of any of the terms, conditions or provisions of the constitutional documents of the Company or (b) violate or result in a breach under any agreement, statute, regulation, rule, order, judgment, decree or other legal requirement applicable to the Company.
- (n) They have executed this Agreement out of their own free will and by exercise of proper consent.

			
Seller	Purchaser - Sanyam Realtors	Purchaser - Mr. Rakesh Jain	Company


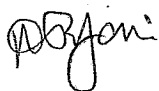

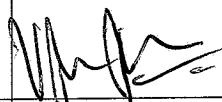
- (o) Save and except the corporate approvals of the Company, neither the Company nor the Seller is under any obligation, contractual or otherwise, to request or obtain the consent of any person, and no permits, licenses, certifications, authorizations or approvals of, or notifications to, Specified Authority, any federal, state, municipal or local government or governmental authority, board, commission or authority are required to be obtained by the Company and/or Seller in connection with the execution, delivery or performance by the Company and the Seller of this Agreement or the completion of any of the transactions contemplated herein.

9.3 The Purchasers represent and warrant that:

- (a) The 1st named Purchaser is a company duly incorporated, validly existing and is in good standing under the laws of India.

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company





- (b) The Purchasers have all necessary power and authority to enter into this Agreement and/or to perform all the obligations to be performed by it hereunder, as the case may be.
- (c) This Agreement has been duly authorized and approved by and on behalf of the Purchasers by all requisite corporate actions or otherwise.
- (d) The execution and delivery of this Agreement does not, and the consummation of the Transactions contemplated hereby, will not (a) conflict with or result in a violation, contravention or breach of any of the terms, conditions or provisions of the constitutional documents of the Purchasers; or (b) violate or result in a breach under any agreement, statute, regulation, rule, order, judgment, decree or other legal requirement.
- (e) The Purchasers have executed this Agreement out of their own free will and by exercise of

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

proper consent. Save and except the corporate approvals of the 1st named Purchasers, neither of the Purchaser is under any obligation, contractual or otherwise, to request or obtain the consent of any Person, and no permits, licenses, certifications, authorizations or approvals of, or notifications to, Specified Authority, any federal, state, municipal or local government or governmental authority, board, commission or authority are required to be obtained by the Purchaser in connection with the execution, delivery or performance by the Purchaser of this Agreement or the completion of any of the transactions contemplated herein.

10. STAMP DUTY AND TAXES

All the stamp duties, registration charges, if any payable in relation to this Agreement and the transfer of the said Shares to the Purchasers and this Agreement shall be borne and paid by the Purchasers only, without any recourse to the Seller. All applicable


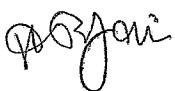
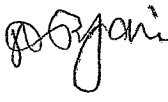

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

taxes on sale of the said Shares shall be borne by the Sellers. All applicable taxes on purchase of the said Shares shall be borne by the Purchasers.

11. NOTICES

Any notices or communications required to be given or served by any of the Parties up on the others in respect of this Agreement, shall be given in writing in English to the others, and shall be delivered in person with acknowledgement obtained for the addressee/s and/or by email and shall be deemed to have been duly served on the business day of personal delivery or dispatch of the email.

If the notices or communications cannot be served in person then the same shall be deemed to have been duly served, if sent by prepaid registered mail with acknowledgement due at the address specified in the title to this Agreement or at such other address or addresses as may have been notified to the other parties by electronic mode media such as email. All





			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

notices shall be deemed to have been validly given on (i) the business day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of fifteen days after posting if sent by registered post, or (iii) the business day of receipt, if sent by courier.

12. MISCELLANEOUS

12.1 Reservation of Rights



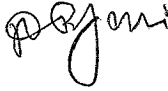

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this

			
Seller	Purchaser - Sanyam Realtors	Purchaser - Mr. Rakesh Jain	Company

Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

12.2 Severability

- (a) All provisions of this Agreement shall be severable and no such provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of the invalidity of any provision of this Agreement, it shall be interpreted and enforced as if all the provisions thereby rendered invalid were not contained herein. If any provision of this Agreement shall be susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid.

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company





(b) If any provision of this Agreement shall be prohibited by or adjudicated by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other provisions or the validity or enforcement of this Agreement. The Parties shall agree to replace such severed provision by such provision which shall reflect the fundamental intention of the Parties to enter into this Agreement.

12.3 Amendments

This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties.

12.4 Entire Agreement


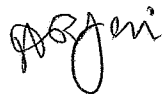


This Agreement constitutes the entire Agreement between the Parties in respect of the transaction and

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company


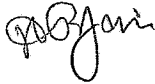
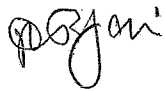
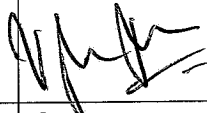
supersedes and cancels any prior oral or written agreements, representations, understandings, arrangements, communications, expressions relating to the subject matter of this Agreement and merges all discussions and negotiations among them and none of the Parties shall be bound by any conditions, warranties, understandings or representations with respect to such subject matter other than those expressly provided herein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorised officer of the Party to be bound thereby.

12.5 **Governing Law and Jurisdiction**

Any and all disputes or differences between the Parties arising out of or in connection with this Agreement shall, so far as possible, be settled amicably between the Parties; failing which, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

by arbitration under the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**"). All disputes and differences between the Parties arising out of this Agreement, the Transaction and relating to the construction, interpretation and meaning of any of the terms hereof shall be referred to the arbitral tribunal consisting of sole arbitrator if the Parties shall mutually decide and appoint the sole arbitrator otherwise by one arbitrator to be appointed collectively by the Company and the Seller and another arbitrator to be appointed collectively by the Purchasers and such two arbitrators shall appoint the third arbitrator/umpire/preceding arbitrator in accordance with the Arbitration and Conciliation Act. The language of the arbitration shall be English. The venue of the arbitration shall be Mumbai. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration, and including, without limitation, the fees of the arbitral tribunal, shall be borne as may be determined by the arbitral tribunal. This Agreement shall be governed,

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company



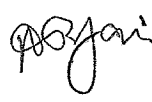
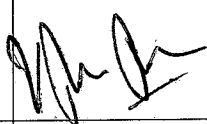
construed, interpreted and given effect to according to the laws of India. Subject to the provisions of the arbitration as above, the courts in Mumbai shall have sole and exclusive jurisdiction for all disputes or other matters arising out of or in connection with this Agreement.

12.6 Independent Parties

Each of the Parties shall act in all matters relating to the Agreement as an independent party and nothing contained herein shall constitute any of them as the agent or partner or employee of the other.

12.7 Original and Duplicate

This Agreement shall be executed simultaneously in duplicate and by the Parties to it on the original and duplicate and such duplicate will constitute an original of this Agreement but both of which together constitute one and the same instrument.





			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

12.8 Attorney's Fees

Each Party shall bear respective fees of their respective Attorneys.

[Rest of the page intentionally left blank]

[Signature Page to follow]

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

This ^{Page} Agreement forms part of the Share ⁵³
Purchase Agreement dated 22/11/2018

IN WITNESS WHEREOF this Agreement has been executed
on the day and year first above written.

SIGNED SEALED AND DELIVERED by)

the withinnamed "SELLER")

(1) MR. NARESH KOTAK)

NK x hahitah

in the presence of ...)

1. J. G. VIMAWALA - *J. G. Vimawala*

2.

SIGNED SEALED AND DELIVERED by)

the withinnamed "PURCHASERS")

(1) M/s. SANYAM REALTORS PVT. LTD)

For Sanyam Realtors Private Limited

R. R. Jain

Director

through its Director)

MR. RAKESH JAIN)

AND

This Page forms part of the Share Purchase Agreement dated 22nd November, 2018⁵⁴

(2) MR. RAKESH JAIN)

in the presence of ...)

Rajani

1. *In Witness:*

2.

SIGNED SEALED AND DELIVERED by)

the withinnamed Company)

M/S. SAGAR OFFSHORE DRILLING)

COMPANY PRIVATE LIMITED)

through its Director)

(1) MR. VARGHESE THOMAS

For SAGAR OFFSHORE DRILLING CO. PVT. LTD.




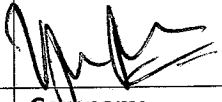
[Signature]
AUTHORIZED SIGNATORY

ANNEXURE "A"

**[COPIES OF BALANCE SHEETS AND PROFIT & LOSS
ACCOUNTS FOR LAST THREE ACCOUNTING YEARS
I.E. 2015-16, 2016-17 AND 2017-18 AND
PROVISIONAL BALANCE SHEET UPTO SEPTEMBER
30, 2018]**

[Annexed separately]




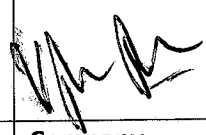
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Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

ANNEXURE "B"

[DETAILS OF THE OUTSTANDING AMOUNT AS ON
NOVEMBER 21, 2018]

Details of loans taken by the Company	Amount (Rs.)
Erumelivasan Infrastructure Pvt. Ltd.	19,00,785
Mr. Naresh Kotak (Director)	85,85,000
TOTAL	104,85,785


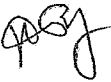


			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

ANNEXURE "C"**[DETAILS OF ASSETS OF THE COMPANY]****DETAILS OF IMMOVABLE PROPERTY OF THE COMPANY:**

ALL THAT piece or parcel of freehold land or ground, situate, lying and being at Revenue Village Vile Parle (East) within Taluka: Andheri Dist. B.S.D. admeasuring about 511.30 sq. mtrs., equivalent to 611.51 sq. yards bearing Survey No. 100, Hissa No. 5 (part) made out of plot Nos 5 (part) and Plot No. 6 (part) Corresponding to City Survey No. 2089, 2089/1, 2089/2, 2089/3, and 2089/4, Situate at Nehru Road at Revenue Village, Vile Parle and assessed in "K/East" Ward of Municipal Corporation of Greater Mumbai together with structure and premises standing thereon and also together with the deducted Transferable Development Rights admeasuring 310 sq. mtrs. out of the DRC No. SRA/858/Const. dated 11th February, 2010 in the Registration District and Sub-District of City of Mumbai and Mumbai Suburban and bounded as follows:

On or towards West

By 13.4 M. D.P.
road.

			
Seller	Purchaser - Sanyam Realtors	Purchaser - Mr. Rakesh Jain	Company





On or towards East By the property bearing
C.T.S. No. 2091

On towards South By a public road known as
Nehru Road

On or towards North By the property bearing
C.T.S. No. 2090





**DETAILS OF MOVABLE PROPERTY OF THE COMPANY
AS ON NOVEMBER 21, 2018**

Details of Movable Assets	Amount (Rs.)
Security Deposits (Electricity Deposit with Reliance)	1,990
Bank Balance (Kotak Bank Account)	10,216
TOTAL	12,206


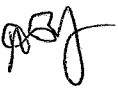


			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

ANNEXURE "D"**[HANDOVER ITEMS]**

- a) The said Shares alongwith transfer forms duly signed by the Seller in favour of the Purchasers,
- b) The certified copy of title deeds in respect of the property bearing CTS No. 2089/1, 2089/2, 2089/3 and 2089/4 of village Vile Parle (East), Mumbai which also forms part of the assets of the Company enlisted in Annexure "C" hereto.
- c) Original share certificates in relation to the said Shares bearing Nos. 1 to 1,000,
- d) The books of accounts of the Company viz Ledgers, Cash and bank registers, Vouchers, Bank records etc.
- e) Minutes book of the Board meetings of the Company,
- f) Minutes book of general body Meetings of the Company,
- g) Statutory registers of the Company,
- h) Cheque book of Kotak Mahindra Bank Ltd. in respect of Company's current account No. 9911319690 containing 21 unused cheques bearing No. 000580to 000600,

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

- i) Seal of the Company,
- j) The vouchers, bills, invoices, receipts, etc. in respect of the payments made by the Company to all its suppliers, creditors, Government, local authorities, etc.
- k) The resignation letters of the Seller and Mr. Varghese Thomas as Directors of the Company and duly filled Form No. DIR11 to be filed with the Registrar of the Company upon completion of the Closing,
- l) The Form No. DIR 12 to be filed with the Registrar of Companies upon Closing after completion of procedure for appointment of the Purchasers as the Directors of the Company duly signed by the Seller.

			
Seller	Purchaser – Sanyam Realtors	Purchaser – Mr. Rakesh Jain	Company

DATED THIS _____ DAY OF
NOVEMBER, 2018

MR. NARESH KOTAK ... SELLER

AND

M/s. SANYAM REALTORS PVT.
LTD & ANR.

... PURCHASERS

AND

M/S. SAGAR OFFSHORE
DRILLING COMPANY PRIVATE
LIMITED

...THE COMPANY

SHARE PURCHASE
AGREEMENT

M/s. S. Pathak & Co.,
Advocates & Solicitors,
9A/1, Buona Casa, 3rd Floor,
15, Sir P. M. Road, Fort,
Mumbai - 400 001.