सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	IN-DL61958248542143X
Certificate Issued Date	:	01-Apr-2025 06:06 PM
Account Reference	:	IMPACC (IV)/ dl941203/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL94120364464461323601X
Purchased by	:	CREDENT CONNECT N CARE PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	CREDENT CONNECT N CARE PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	CREDENT CONNECT N CARE PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

NOTARY GAURAV Reg. ... 723 Exp. Dt: 1./02/2030 GOVT. OF INDIA

02 APR 2025

Please write or type below this line

For Credent Connect N Care Private Limited

Director

Statutory Alert:

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

Private and Confidential *Date: 02.04.2025*

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("**Agreement**" or this "**Share Purchase Agreement**") is made and entered into as of **April 02, 2025** ("**Execution Date**") at Delhi, India, By and between,

Ashok Kumar Sharma, an individual. S/O Mr. Daulat Ram Sharma having PAN **AREPS7854H** Indian Resident, residing at G-11, 2nd Floor, Gali No. 5, Arjun Nagar, Krishna Nagar, East Delhi, Delhi 110051 the shareholder of the Company **CREDENT MANAGEMENTS & CONSULTANTS PRIVATE LIMITED**, a company Registered under the Companies Act, 1956, bearing Company Identification No. U93000DL2012PTC230933, having its registered office at B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, New Delhi, Delhi, India, 110052 hereinafter referred to as "**Seller**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

AND

CREDENT CONNECT N CARE PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing CIN: U63000DL2015PTC281994, having its registered office at B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052, acting through its duly authorized representative Mr. Karan Sharma (DIN 07704737), Director of the Company, (hereinafter referred to as the "**Purchaser**" or "**C3**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The Seller, the Company and the Purchaser are hereinafter referred to individually as such or as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS

A. The authorized share capital of the Company **CREDENT MANAGEMENTS & CONSULTANTS PRIVATE LIMITED** as on the Execution Date, is INR 1,00,00,000/- (Indian Rupees One Crore only) divided into 10,00,000 (Ten Lakhs only) Equity Shares (defined below) of face value INR 10/- (Indian Rupees Ten only) each. The issued and paid-up capital of the Company is INR 1,00,000/- (Indian Rupees One Lakh only) divided into 10,000 (Ten Thousand) Equity Shares of face value INR 10/- (Indian Rupees Ten only) each and is held in the manner as set out in *Schedule 1*.

B. The Seller is the legal and beneficial owner of the Sale Shares (as hereinafter defined) proposed to be sold under this agreement. These Sale of Shares forms an integral part of the issued, subscribed and paid-up Share Capital of the Company as on the Execution Date.

C. Purchaser, intends to purchase and Seller, intend to sell the shares of the Company "Sale Shares" (as hereinafter defined) on terms and conditions as set forth herein.

D. The Parties are desirous of recording the agreement reached between them with regard to the purchase of Sale Shares in the manner contemplated herein.

E. The parties acknowledge that all requisite corporate approvals have been or shall be obtained, and that this Agreement is being entered into in accordance with applicable laws and the Memorandum of Association and Articles of Association of the company.

02 APR 2025

F. The Parties have executed this Agreement supported by duly executed share transfer deeds (Form SH-4). The Agreement specifically governs the payment terms, due diligence, and completion obligations of the Parties.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25	Date of Signing: 2-4-25
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Karan

Director

Ashok K

NOW, THEREFORE, the Seller, the Company and the Purchaser, in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, hereby agreed as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement, unless the context or meaning shall otherwise require, the following words and expressions as used herein shall have the following meanings:

"Applicable Law" or **"Applicable Laws"** shall mean and refer to all applicable statutes, enactments, laws, ordinances, codes, permits, bye-laws, rules, regulations, guidelines, notifications, notices, circulars and/ or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory or taxation authority, tribunal board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively;

"Agreement" shall mean this share purchase agreement, together with the Schedules and Annexure attached hereto, if any, as may be amended from time to time;

"Business Day" shall mean a day on which commercial banks are open and working in their regular course of business in Maharashtra, India;

"Closing" shall have the meaning set out in Clause 4.1 of this Agreement;

"Closing Date" shall have the meaning set out in Clause 4.1 of this Agreement;

"Encumbrance" shall mean and refer to any mortgage, pledge, equitable interest, assignment by way of security, hypothecation, pre-emptive right claim, security interest, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on voting rights, transfer, receipt of income or exercise of any other attribute of ownership , right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"The Company" the Company means Credent Managements & Consultants Private Limited

"Equity Shares" shall mean the equity shares of the Company Credent Managements & Consultants Private Limited having a face value of INR 10/- (Indian Rupee Ten only) each;

"Execution Date" means the date on which this Share Purchase Agreement is duly signed and executed by all the Parties hereto.

"Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

"India" shall mean the territory of India and includes the territorial sea and air space above it, as well as any other maritime zone in which India has sovereign rights, other rights and jurisdictions, according to the Indian law and in accordance with inter-national law;

02 APR 2025

"Party" or **"Parties"** shall have the meaning assigned to the term in the Preamble hereto;

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25 For Credent Connect N Care Private Limited Name: Karan Sharma	Date of Signing: 2-4-25

Karan Director Ashok

"Person" means any natural person, sole proprietorship, partnership firm, trust, corporate entity or unincorporated association, unincorporated organization, body corporate, corporation, company (including a limited liability partnership), Governmental Authority or any other entity or organization;

"Sale Consideration" shall have the meaning assigned to such term in Clause 2.1 hereto;

"Share" shall mean and refer to the shares of the Company Credent Managements & Consultants Private Limited;

"Sale Shares" means a total of 4999 equity shares of the Company, having a face value of INR 10 (Indian Rupee ten) each held by the Seller and contemplated to be sold to the Purchaser. On the terms and subject to the conditions of this Agreement and in lieu of the Consideration detailed in Clause 2 herein below and in reliance of the Purchaser Warranties.

"Stamp Duty" shall mean the stamp duty on share transfer relating to Sale Shares;

"Taxation Authority" means the Income Tax Department of the Republic of India;

1.2 **Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires:

(i) The headings and titles herein are used for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
(ii) References to Schedules are references respectively to the schedules to this Agreement forming an integral part.
(iii) In this Agreement unless the context thereof otherwise requires:
(a) Reference to the singular includes a reference to plural and vice versa;
(b) Reference to any gender includes a reference to all other genders;
(c) Reference to any statute, rules, ordinances or other Laws shall be deemed to include any amendment, replacement or modification thereof.
(d) The word "include", "includes" or "including" shall always be deemed to be followed by the words "without limitation"
(e) The term "Person" shall include any individual, company, corporation, partnership, trust, joint venture, association or other entity, whether incorporated or not.

(iv) Unless otherwise expressly stated, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Clause or other subdivision.

(v) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.

(vi) In the event of any conflict or inconsistency between the provisions of the main body of this agreement and any schedule or annexure hereto, the provisions of the main body of this agreement shall prevail, unless expressly stated otherwise.

(vii) Time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

2. SALE AND PURCHASE OF SHARES

2.1 Subject to the terms of this Agreement and for total aggregate purchase consideration for the 4,999 (Four

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25	Date of Signing: 2-4-25
For Credent Connect N Care Private Limited Name: Karan Sharma	

Karan Director Ashok K

NOTARY GAURI... GOVT. OF INDIA 02 APR 2025

Thousand Nine Hundred Ninety-Nine) shall be Rs.5,72,50,000/- ("Sale Consideration"), as determined on the basis of an Independent Valuation report. the Seller hereby agree to sell, transfer and deliver the 4,999 equity shares ("Sale Shares') to the Purchaser, and the Purchaser hereby agree to purchase, acquire and accept from the Seller 4,999 the sale shares together with all rights incidental rights, title, interest and advantages attached to them.

2.2 The Purchase Consideration shall be paid as follows:

The Purchaser shall issue Seven Post-Dated Cheques (PDC) dated 30th June 2025 in favour of the Seller.

Cheque I of 1,00,00,000/- (Rupees One Crore Only)

Cheque II of 1,00,00,000/- (Rupees One Crore Only)

Cheque III of 1,00,00,000/- (Rupees One Crore Only)

Cheque IV of 1,00,00,000/- (Rupees One Crore Only)

Cheque V of 72,50,000/- (Rupees Seventy-Two Lakh Fifty Thousand Only)

Cheque VI of 50,00,000/- (Rupees Fifty Lakh Only)

Cheque VII of 50,00,000/- (Rupees Fifty Lakh Only)

The cheques may be presented and encashed by the Seller on or before 30th September 2025 (within 90 days of issuance).

The Purchaser's obligation to make payment shall remain subject to satisfactory completion of due diligence and compliance with Clause 3 of this Agreement and the purchaser shall be duly bound to close the Due Diligence and pay on or before 30th June 2025

3. CONDITIONS PRECEDENTS

The obligations of the Seller to sell and Purchaser to purchase the Sale Shares are conditional upon the fulfilment of the conditions precedent set forth below -

Resolution by the Company: The Seller shall deliver to the Purchaser a certified true copy of a resolution passed by its Board of Directors approving the transfer of equity shares.

Authorization by Purchaser: In case of corporate purchaser, the Purchaser shall deliver to the Company and the Seller a certified true copy of a resolution passed by its board of directors (or equivalent decision-making bodies) approving the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party.

Obtaining Valuation Report: The Parties shall obtain a valuation report from a Practicing Chartered Accountant certifying the fair market value per equity share of the Company determined in accordance with manner prescribed under Section 56(2)(x) and Section 50CA of the Income-Tax Act, 1961, read with Rule 11U, Rule 11UA and Rule 11UAA of the Income-Tax Rules, 1962

02 APR 2025

Due Diligence: The Purchaser shall have a period of 30 to 45 days from the date of execution of this Agreement to carry out a legal, financial, secretarial, and operational due diligence of Credent Managements & Consultants Private Limited.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25 For Credent Connect N Care Private Limited	Date of Signing: 2-4-25
Name: Karan Sharma	

Karan

Director

Ashok K

The Seller shall provide full cooperation, including:

- Access to all statutory records, financial statements, returns, registers, books of accounts, contracts, and agreements of CMC.
- Access to management, employees, and auditors of CMC.
- Copies of key licenses, approvals, permits, intellectual property registrations, and material contracts.

If any material adverse issue is discovered, the Purchaser shall notify the Seller in writing. The Seller shall, within [15] days, rectify the same or propose a resolution acceptable to the Purchaser.

If such issues are not resolved, the Purchaser shall have the right to terminate this Agreement without any liability.

The Parties confirm that no restraining order, preliminary, temporary, or permanent injunction, stay, writ, investigation, attachment, seizure or other order has been issued by any Governmental Authority restraining, prohibiting, preventing, or otherwise impairing or prejudicing the acquisition or sale of Shares, and no order to this effect is threatened in writing.

4. CLOSING

4.1 The Closing shall take place in Delhi, or at such other location as may be mutually agreed by both the parties on or before 30th June

On and before the closing, the following action shall be undertaken

i. The Purchaser shall pay the consideration to the Seller as per mutually agreed payment schedule.
ii. Notwithstanding the actual time periods involved in completing the above process, all proceedings to be taken and all documents to be executed and delivered by the Purchaser, Seller and the Company shall be deemed to have been taken and executed simultaneously.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Seller represents and warrants to the Purchaser that:

a. This Agreement is legal, valid, binding and enforceable against the Seller in accordance with its terms and the Seller has the requisite capacity to execute, deliver and perform its obligations hereunder.
b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Seller is a party.
c. The Seller is the legal and beneficial owner of the Sale Shares and has good, valid, absolute and marketable title to such Sale Shares free and clear of any encumbrance or claim of any person.
d. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.
e. The Seller shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
f. The Seller has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

5.2 The Seller confirms that each of the Warranties mentioned in Clause 5.1 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-2025	Date of Signing: 2-4-25
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Karan

Director

Ashok K

the Warranty mentioned in Clause 5.1 above, the Seller, shall report it to Purchaser immediately after such change.

5.3 The Purchaser represents and warrants to the Seller that:

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

b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Purchaser is a party.

c. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

d. The Purchaser is competent and has complete authority and power to enter into the transactions herein and assumes obligations for performance thereof and other agreement and instruments contemplated hereby.

e. The Purchaser shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

f. The Purchaser acknowledges that the Seller is entering into this Agreement, relying on the aforesaid representations and warranties, and the same shall be entitled to treat as conditions of the Agreement.

g. The Purchaser shall provide full support and coordinate with the Seller during the period this whole transaction is in process.

h. The Purchaser has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

i. The Purchaser agrees to hold harmless the seller from any loss, liability, or damage arising from the source of funds used to purchase the shares. This includes any claims, investigations, or legal actions brought against the seller related to the source of funds and all responsibility towards same is solely of purchaser.

5.4 The Purchaser confirms that each of the Warranties mentioned in Clause 5.3 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.3 above, the Purchaser, shall report it to Sellers immediately after such change.

NOTARY GOVT. OF INDIA

6. GOVERNING LAW

This agreement, including the formation, validity, interpretation, execution, amendment, termination and settlement of any disputes arising under this agreement, will be governed by and construed in accordance with the laws of India. The courts located at Delhi, India shall have exclusive jurisdiction over any disputes or matters arising from or in connection with this Agreement.

7. RESOLUTION OF DISPUTES/ ARBITRATION

02 APR 2025

If any dispute arises between the Seller and Purchaser during the subsistence of this Agreement or thereafter, in connection with the existence, validity, interpretation, implementation, alleged breach of any provision or termination of this Agreement ("Dispute"), each of the said Party shall endeavor to settle such Dispute

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25	Date of Signing: 2-4-25
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Karan

Director

Ashok

amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within thirty (30) days from the date of the Dispute.

In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to a Sole Arbitrator mutually appointed by the Parties, in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration proceedings shall take place in Delhi and the language of arbitration shall be English. The arbitrators may award the costs of the arbitration, with each party bearing its own expenses, including attorneys' fees, while the fees of the arbitrator will be shared equally by the parties. The arbitrator shall provide a reasoned decision in writing.

8. MISCELLANEOUS

8.1 This Agreement shall be specifically enforceable at the instance of either the Seller or the Purchaser.

8.2 This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

8.3 Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

8.4 No rights, liabilities or obligations under this Agreement shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto. Any Person to whom rights under this Agreement are assigned shall execute a deed of adherence agreeing to be bound by the terms and conditions of this Agreement.

8.5 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

8.6 This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder.

8.7 The persons signing this Agreement on behalf of the Parties, if any represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

8.8

8.9 The Parties to this Agreement shall not be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under the Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part without prior written consent of the Other Parties.

8.10 Nothing in this Agreement shall be deemed to either constitute a partnership between any of the Parties or appoint or recognize any Party as the agent of the other Party for any purpose.

8.11 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

8.12 This Agreement is solely for the benefit of the Parties hereto and is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

NOTARY GOVT. OF INDIA

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25	Date of Signing: 2-4-25
For Credent Connect N Care Private Limited Name: Karan Sharma	

Karan

Director

Ashok

8.13 The parties agree that the terms and conditions of this agreement as well as any confidential or proprietary information shared during the negotiation and performance of this agreement shall be kept confidential by the parties and shall not be disclosed by the other Party to any person or entity in any manner whatsoever.

8.14 The parties shall not use any confidential information for any purpose other than as necessary for the performance of this agreement.

9. NOTICES

Any notice or other formal communication required to be sent under this Agreement must be in writing in English and may be delivered in person, or sent by e-mail or courier to the receiving party at the postal address or email set forth below, or at such other address as the parties may from time to time designate in writing:

To the Seller at:

Kind Attn: **Mr. Ashok Kumar Sharma**

Address: G-11, 2nd Floor, Gali No. 5, Arjun Nagar, Krishna Nagar, East Delhi, Delhi 110051

Mobile No. 9717769576

E-mail: ashok.ngo2013@gmail.com

To the Purchaser at:

Kind Attn: **Mr. Karan Sharma**, Director (DIN: **07704737**)

Credent Connect N Care Private Limited

Address: B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052

Mobile No: 9999302928

E-mail: Karan.sharma@c3logistics.co.in

or at such other address or email address as it may notify to the other Parties under this Clause.

9.1 Any notice or other communication shall be deemed to have been given:

i. if hand delivered, at the time of delivery; or

ii. if sent by courier, at 10.00 a.m. on the third working day after it was dispatched; or

iii. if sent by email, on the date of transmission, if transmitted before 6.00 p.m. (local time at the place of destination) on any working day in the place of destination and in any other case on the working day following the date of transmission.

9.2 In proving the giving of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and provided to the relevant courier, or that the e-mail was properly addressed and transmitted, as the case may be.

NOTARY GAURAV ... GOVT. OF INDIA

10. ENTIRE AGREEMENT

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25	Date of Signing: 2-4-25
For Credent Connect N Care Private Limited Name: Karan Sharma	

Karan Director Ashok

This Agreement and all other agreements, documents executed by the Parties in carrying out the Closing, constitute the entire agreement between the Parties on the subject matter described in this Agreement and replaces all previous oral or written agreements, contracts, understandings, and communications of the Parties in respect of the subject matter described in this Agreement.

11. FURTHER ASSURANCES

In connection with this Agreement and the transactions contemplated thereby, each party will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such Transactions.

12. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable, or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS THE DAY AND YEAR HEREINABOVE WRITTEN

Ashok K Seller- **ASHOK KUMAR SHARMA**	**For Credent Connect N Care Private Limited (Purchaser)** For Credent Connect N Care Private Limited Karan Director **KARAN SHARMA** **Authorized Signatory** **DIN: 07704737** **Director**
Witness 1- Name: [illegible] Address: [illegible]	Tanveer Witness 2- Name: Tanveer Address: T- 481/2A, Near Upasana medical Baljeet Nagar, patel Nagar Delhi - 110008

NOTARY GOVT. OF INDIA

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25	Date of Signing: 2-4-25
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Karan

Director

Ashok K

Private and Confidential *Date: 02.04.2025*

SCHEDULE I

SHAREHOLDING PATTERN AS ON EFFECTIVE DATE

List of Equity Shareholders

Sr. No.	Holder	No. of Shares	Face Value of Shares	% of total shares of the company
1	Ashok Kumar Sharma	5000	10	50%
2	Dimple Sharma	5000	10	50%
	Total	10000	10	100%

NOTARY ★ GOVT. OF INDIA ★

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25	Date of Signing: 2-4-25
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Director

SCHEDULE 2

DETAILS OF THE SALES SHARES AND CONSIDERATION

Name of Seller	Demat Account Details of the Seller	Name of Purchaser	Demat Account Details of the Purchaser	Number of Sale Shares	Consideration (in INR)
Ashok Kumar Sharma	NA	Credent Connect N Care Private Limited	NA	4999	5,72,50,000/-

NOTARY ★ GOVT. OF INDIA

ATTESTED

02 APR 2025

Notary Public, Delhi

For CREDENT CONNECT N CARE PRIVATE LIMITED	Ashok Kumar Sharma
Date of Signing: 2-4-25	Date of Signing: 2-4-25
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Director

INDIA NON JUDICIAL

सत्यमेव जयते

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	IN-DL56067445885687X
Certificate Issued Date	:	24-Mar-2025 12:39 PM
Account Reference	:	IMPACC (IV)/ dl835403/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL83540353592504307353X
Purchased by	:	CREDENT CONNECT N CARE PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	CREDENT CONNECT N CARE PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	CREDENT CONNECT N CARE PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

02 APR 2025

NOTARY GAURAV ... GOVT. OF INDIA

Please write or type below this line

IN-DL56067445885687X

For Credent Connect N Care Private Limited

Director

Statutory Alert:

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

Private and Confidential

Date: 02.04.2025

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (**"Agreement"** or this **"Share Purchase Agreement"**) is made and entered into as of **April 02, 2025** (**"Execution Date"**) at Delhi, India, By and between,

DIMPLE SHARMA, an individual, having PAN **BOJPS9740D** Indian Resident, residing at G-11A, 2nd Floor, Gali No. 5, Arjun Nagar, Krishna Nagar, East Delhi, Delhi 110051 the shareholder of the Company **CREDENT MANAGEMENTS & CONSULTANTS PRIVATE LIMITED**, a company Registered under the Companies Act, 1956, bearing Company Identification No. U93000DL2012PTC230933, having its registered office at B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, New Delhi, Delhi, India, 110052 hereinafter referred to as "**Seller**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

AND

CREDENT CONNECT N CARE PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing CIN: U63000DL2015PTC281994, having its registered office at B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052, acting through its duly authorized representative Mr. Karan Sharma (DIN 07704737), Director of the Company, (hereinafter referred to as the **"Purchaser"** or **"C3"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The Seller, the Company and the Purchaser are hereinafter referred to individually as such or as a **"Party"** and collectively referred to as the **"Parties"**.

WHEREAS

A. The authorized share capital of the Company **CREDENT MANAGEMENTS & CONSULTANTS PRIVATE LIMITED** as on the Execution Date, is INR 1,00,00,000/- (Indian Rupees One Crore only) divided into 10,00,000 (Ten Lakhs only) Equity Shares (defined below) of face value INR 10/- (Indian Rupees Ten only) each. The issued and paid-up capital of the Company is INR 1,00,000/- (Indian Rupees One Lakh only) divided into 10,000 (Ten Thousand) Equity Shares of face value INR 10/- (Indian Rupees Ten only) each and is held in the manner as set out in Schedule 1.

B. The Seller is the legal and beneficial owner of the Sale Shares (as hereinafter defined) proposed to be sold under this agreement. These Sale of Shares forms an integral part of the issued, subscribed and paid-up Share Capital of the Company as on the Execution Date.

C. Purchaser intends to purchase and Seller, intend to sell the shares of the Company "Sale Shares" (as hereinafter defined) on terms and conditions as set forth herein.

D. The Parties are desirous of recording the agreement reached between them with regard to the purchase of Sale Shares in the manner contemplated herein.

E. The parties acknowledge that all requisite corporate approvals have been or shall be obtained, and that this Agreement is being entered into in accordance with applicable laws and the Memorandum of Association and Articles of Association of the company.

F. The Parties have executed this Agreement supported by duly executed share transfer deeds (Form SH-4). The Agreement specifically governs the payment terms, due diligence, and completion obligations of the Parties.

NOTARY GAURAV ... GOVT. OF INDIA

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Karan

Director

D Sharma

NOW, THEREFORE, the Seller, the Company and the Purchaser, in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, hereby agreed as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement, unless the context or meaning shall otherwise require, the following words and expressions as used herein shall have the following meanings:

"**Applicable Law**" or "**Applicable Laws**" shall mean and refer to all applicable statutes, enactments, laws, ordinances, codes, permits, bye-laws, rules, regulations, guidelines, notifications, notices, circulars and/ or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory or taxation authority, tribunal board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively;

"**Agreement**" shall mean this share purchase agreement, together with the Schedules and Annexure attached hereto, if any, as may be amended from time to time;

"**Business Day**" shall mean a day on which commercial banks are open and working in their regular course of business in Maharashtra, India;

"**Closing**" shall have the meaning set out in Clause 4.1 of this Agreement;

"**Closing Date**" shall have the meaning set out in Clause 4.1 of this Agreement;

"**Encumbrance**" shall mean and refer to any mortgage, pledge, equitable interest, assignment by way of security, hypothecation, pre-emptive right claim, security interest, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on voting rights, transfer, receipt of income or exercise of any other attribute of ownership , right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"*The Company*" *the Company means Credent Managements &* Consultants Private Limited

"**Equity Shares**" shall mean the equity shares of the Company Credent Managements & Consultants Private Limited having a face value of INR 10/- (Indian Rupee Ten only) each;

"**Execution Date**" means the date on which this Share Purchase Agreement is duly signed and executed by all the Parties hereto.

"**Governmental Authority**" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government,

"**India**" shall mean the territory of India and includes the territorial sea and air space above it, as well as any other maritime zone in which India has sovereign rights, other rights and jurisdictions, according to the Indian law and in accordance with inter-national law;

"**Party**" or "**Parties**" shall have the meaning assigned to the term in the Preamble hereto;

NOTARY GAURAV DHAMIJA DELHI Regn. No. ...728 GOVT. OF INDIA

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Director

"Person" means any natural person, sole proprietorship, partnership firm, trust, corporate entity or unincorporated association, unincorporated organization, body corporate, corporation, company (including a limited liability partnership), Governmental Authority or any other entity or organization;

"Sale Consideration" shall have the meaning assigned to such term in Clause 2.1 hereto;

"Share" shall mean and refer to the shares of the Company Credent Managements & Consultants Private Limited;

"Sale Shares" means a total of 4999 equity shares of the Company, having a face value of INR 10 (Indian Rupee ten) each held by the Seller and contemplated to be sold to the Purchaser. On the terms and subject to the conditions of this Agreement and in lieu of the Consideration detailed in Clause 2 herein below and in reliance of the Purchaser Warranties.

"Stamp Duty" shall mean the stamp duty on share transfer relating to Sale Shares;

"Taxation Authority" means the Income Tax Department of the Republic of India;

1.2 **Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires:

(i) The headings and titles herein are used for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
(ii) References to Schedules are references respectively to the schedules to this Agreement forming an integral part.
(iii) In this Agreement unless the context thereof otherwise requires:
(a) Reference to the singular includes a reference to plural and vice versa;
(b) Reference to any gender includes a reference to all other genders;
(c) Reference to any statute, rules, ordinances or other Laws shall be deemed to include any amendment, replacement or modification thereof.
(d) The word "include", "includes" or "including" shall always be deemed to be followed by the words "without limitation"
(e) The term "Person" shall include any individual, company, corporation, partnership, trust, joint venture, association or other entity, whether incorporated or not.

(iv) Unless otherwise expressly stated, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Clause or other subdivision.

(v) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.

(vi) In the event of any conflict or inconsistency between the provisions of the main body of this agreement and any schedule or annexure hereto, the provisions of the main body of this agreement shall prevail, unless expressly stated otherwise.

(vii) Time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

NOTARY GAURAV SHARMA ... 02 APR 2025

2. **SALE AND PURCHASE OF SHARES**

2.1 Subject to the terms of this Agreement and for total aggregate purchase consideration for the 4,999 (Four

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
For Credent Connect N Care Private Limited Name: Karan Sharma	

Director

Thousand Nine Hundred Ninety-Nine) shall be Rs.5,72,50,000/- ("Sale Consideration"), as determined on the basis of an Independent Valuation report. the Seller hereby agree to sell, transfer and deliver the 4,999 equity shares ("Sale Shares') to the Purchaser, and the Purchaser hereby agree to purchase, acquire and accept from the Seller 4,999 the sale shares together with all rights incidental rights, title, interest and advantages attached to them.

2.2 The Purchase Consideration shall be paid as follows:

The Purchaser shall issue Seven Post-Dated Cheques (PDC) dated 30th June 2025 in favour of the Seller,

Cheque I of 1,00,00,000/- (Rupees One Crore Only)

Cheque II of 1,00,00,000/- (Rupees One Crore Only)

Cheque III of 1,00,00,000/- (Rupees One Crore Only)

Cheque IV of 1,00,00,000/- (Rupees One Crore Only)

Cheque V of 72,50,000/- (Rupees Seventy-Two Lakh Fifty Thousand Only)

Cheque VI of 50,00,000/- (Rupees Fifty Lakh Only)

Cheque VII of 50,00,000/- (Rupees Fifty Lakh Only)

The cheques may be presented and encashed by the Seller on or before 30th September 2025 (within 90 days of issuance).

The Purchaser's obligation to make payment shall remain subject to satisfactory completion of due diligence and compliance with Clause 3 of this Agreement and the purchaser shall be duly bound to close the Due Diligence and pay on or before 30th June 2025

3. CONDITIONS PRECEDENTS

The obligations of the Seller to sell and Purchaser to purchase the Sale Shares are conditional upon the fulfilment of the conditions precedent set forth below -

Resolution by the Company: The Seller shall deliver to the Purchaser a certified true copy of a resolution passed by its Board of Directors approving the transfer of equity shares.

Authorization by Purchaser: In case of corporate purchaser, the Purchaser shall deliver to the Company and the Seller a certified true copy of a resolution passed by its board of directors (or equivalent decision-making bodies) approving the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party.

Obtaining Valuation Report: The Parties shall obtain a valuation report from a Practicing Chartered Accountant certifying the fair market value per equity share of the Company determined in accordance with manner prescribed under Section 56(2)(x) and Section 50CA of the Income-Tax Act, 1961, read with Rule 11U, Rule 11UA and Rule 11UAA of the Income-Tax Rules, 1962

02 APR 2025

Due Diligence: The Purchaser shall have a period of 30 to 45 days from the date of execution of this Agreement to carry out a legal, financial, secretarial, and operational due diligence of Credent Managements & Consultants Private Limited.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Director

The Seller shall provide full cooperation, including:

- Access to all statutory records, financial statements, returns, registers, books of accounts, contracts, and agreements of CMC.
- Access to management, employees, and auditors of CMC.
- Copies of key licenses, approvals, permits, intellectual property registrations, and material contracts.

If any material adverse issue is discovered, the Purchaser shall notify the Seller in writing. The Seller shall, within [15] days, rectify the same or propose a resolution acceptable to the Purchaser.

If such issues are not resolved, the Purchaser shall have the right to terminate this Agreement without any liability.

The Parties confirm that no restraining order, preliminary, temporary, or permanent injunction, stay, writ, investigation, attachment, seizure or other order has been issued by any Governmental Authority restraining, prohibiting, preventing, or otherwise impairing or prejudicing the acquisition or sale of Shares, and no order to this effect is threatened in writing.

4. CLOSING

4.1 The Closing shall take place in Delhi, or at such other location as may be mutually agreed by both the parties on or before 30th June

On and before the closing, the following action shall be undertaken

i. The Purchaser shall pay the consideration to the Seller as per mutually agreed payment schedule.
ii. Notwithstanding the actual time periods involved in completing the above process, all proceedings to be taken and all documents to be executed and delivered by the Purchaser, Seller and the Company shall be deemed to have been taken and executed simultaneously.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Seller represents and warrants to the Purchaser that:

a. This Agreement is legal, valid, binding and enforceable against the Seller in accordance with its terms and the Seller has the requisite capacity to execute, deliver and perform its obligations hereunder.
b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable law or any agreement, order, judgment, decree to which the Seller is a party.
c. The Seller is the legal and beneficial owner of the Sale Shares and has good, valid, absolute and marketable title to such Sale Shares free and clear of any encumbrance or claim of any person.
d. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.
e. The Seller shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
f. The Seller has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

5.2 The Seller confirms that each of the Warranties mentioned in Clause 5.1 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of

NOTARY GAURAV ... 02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Director

the Warranty mentioned in Clause 5.1 above, the Seller, shall report it to Purchaser immediately after such change.

5.3 The Purchaser represents and warrants to the Seller that:

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

b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Purchaser is a party.

c. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

d. The Purchaser is competent and has complete authority and power to enter into the transactions herein and assumes obligations for performance thereof and other agreement and instruments contemplated hereby.

e. The Purchaser shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

f. The Purchaser acknowledges that the Seller is entering into this Agreement, relying on the aforesaid representations and warranties, and the same shall be entitled to treat as conditions of the Agreement.

g. The Purchaser shall provide full support and coordinate with the Seller during the period this whole transaction is in process.

h. The Purchaser has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

i. The Purchaser agrees to hold harmless the seller from any loss, liability, or damage arising from the source of funds used to purchase the shares. This includes any claims, investigations, or legal actions brought against the seller related to the source of funds and all responsibility towards same is solely of purchaser.

5.4 The Purchaser confirms that each of the Warranties mentioned in Clause 5.3 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.3 above, the Purchaser, shall report it to Sellers immediately after such change.

6. GOVERNING LAW

This agreement, including the formation, validity, interpretation, execution, amendment, termination and settlement of any disputes arising under this agreement, will be governed by and construed in accordance with the laws of India. The courts located at Delhi, India shall have exclusive jurisdiction over any disputes or matters arising from or in connection with this Agreement.

7. RESOLUTION OF DISPUTES/ ARBITRATION

If any dispute arises between the Seller and Purchaser during the subsistence of this Agreement or thereafter, in connection with the existence, validity, interpretation, implementation, alleged breach of any

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Director

provision or termination of this Agreement ("Dispute"), each of the said Party shall endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within thirty (30) days from the date of the Dispute.

In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to a Sole Arbitrator mutually appointed by the Parties, in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration proceedings shall take place in Delhi and the language of arbitration shall be English. The arbitrators may award the costs of the arbitration, with each party bearing its own expenses, including attorneys' fees, while the fees of the arbitrator will be shared equally by the parties. The arbitrator shall provide a reasoned decision in writing.

8. MISCELLANEOUS

8.1 This Agreement shall be specifically enforceable at the instance of either the Seller or the Purchaser.

8.2 This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

8.3 Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

8.4 No rights, liabilities or obligations under this Agreement shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto. Any Person to whom rights under this Agreement are assigned shall execute a deed of adherence agreeing to be bound by the terms and conditions of this Agreement.

8.5 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

8.6 This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder.

8.7 The persons signing this Agreement on behalf of the Parties, if any represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

8.8

8.9 The Parties to this Agreement shall not be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under the Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part without prior written consent of the Other Parties.

8.10 Nothing in this Agreement shall be deemed to either constitute a partnership between any of the Parties or appoint or recognize any Party as the agent of the other Party for any purpose.

8.11 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

8.12 This Agreement is solely for the benefit of the Parties hereto and is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

NOTARY GAURAV ... GOVT. OF INDIA

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
For Credent Connect N Care Private Limited Name: Karan Sharma	

Karan

Director

D Sharma

8.13 The parties agree that the terms and conditions of this agreement as well as any confidential or proprietary information shared during the negotiation and performance of this agreement shall be kept confidential by the parties and shall not be disclosed by the other Party to any person or entity in any manner whatsoever.

8.14 The parties shall not use any confidential information for any purpose other than as necessary for the performance of this agreement.

9. NOTICES

Any notice or other formal communication required to be sent under this Agreement must be in writing in English and may be delivered in person, or sent by e-mail or courier to the receiving party at the postal address or email set forth below, or at such other address as the parties may from time to time designate in writing:

To the Seller at:

Kind Attn: **Ms. Dimple Sharma**

Address: G-11A, 2nd Floor, Gali No. 5, Arjun Nagar, Krishna Nagar, East Delhi, Delhi 110051

Mobile No. 9811656264

E-mail: Dimplesharma14@gmail.com

To the Purchaser at:

Kind Attn: **Mr. Karan Sharma**, Director (DIN: **07704737**)

Credent Connect N Care Private Limited

Address: B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052

Mobile No: 9999302928

E-mail: Karan.sharma@c3logistics.co.in

or at such other address or email address as it may notify to the other Parties under this Clause.

9.1 Any notice or other communication shall be deemed to have been given:

i. if hand delivered, at the time of delivery; or

ii. if sent by courier, at 10.00 a.m. on the third working day after it was dispatched; or

iii. if sent by email, on the date of transmission, if transmitted before 6.00 p.m. (local time at the place of destination) on any working day in the place of destination and in any other case on the working day following the date of transmission.

9.2 In proving the giving of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and provided to the relevant courier, or that the e-mail was properly addressed and transmitted, as the case may be.

NOTARY GAURAV ... INDIA

02 APR 2025

10. ENTIRE AGREEMENT

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
For Credent Connect N Care Private Limited Name: Karan Sharma	

Karan

Director

D Sharma

This Agreement and all other agreements, documents executed by the Parties in carrying out the Closing, constitute the entire agreement between the Parties on the subject matter described in this Agreement and replaces all previous oral or written agreements, contracts, understandings, and communications of the Parties in respect of the subject matter described in this Agreement.

11. FURTHER ASSURANCES

In connection with this Agreement and the transactions contemplated thereby, each party will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such Transactions.

12. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable, or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS THE DAY AND YEAR HEREINABOVE WRITTEN

D **Seller-** **DIMPLE SHARMA**	**For Credent Connect N Care Private Limited (Purchaser)** For Credent Connect N Care Private Limited Director **KARAN SHARMA** **Authorized Signatory** **DIN: 07704737** **Director**
NOTARY GAURAV ... GOVT. OF INDIA **Witness 1-** 662549529C2 **Name:** TARUN SHARMA **Address:** Gali 5 ... 57	Tanveen **Witness 2-** **Name:** Tanveen **Address:** T-481/2A, Near Upasana Medical Baljeet Nagar, Patel Nagar Delhi-110008.

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Director

D

Private and Confidential *Date: 02.04.2025*

SCHEDULE I

SHAREHOLDING PATTERN AS ON EFFECTIVE DATE

List of Equity Shareholders

Sr. No.	Holder	No. of Shares	Face Value of Shares	% of total shares of the company
1	Ashok Kumar Sharma	1	10	0.01%
2	Dimple Sharma	5000	10	50%
3	Credent Connect N Care Private Limited	4999	10	49.99%
	Total	**10000**	**10**	**100%**

NOTARY GAURAV Reg. ...28 Exp. on: 12/02/2030 GOVT. OF INDIA

ATTESTED
Notary Public, Delhi

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
Name: Karan Sharma For Credent Connect N Care Private Limited	

Karan Director D Sharma

SCHEDULE 2

DETAILS OF THE SALES SHARES AND CONSIDERATION

Name of Seller	Demat Account Details of the Seller	Name of Purchaser	Demat Account Details of the Purchaser	Number of Sale Shares	Consideration (in INR)
Dimple Sharma	NA	Credent Connect N Care Private Limited	NA	4999	5,72,50,000/-

NOTARY GOVT. OF INDIA

ATTESTED

Notary Public, Delhi

02 APR 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 02-04-2025	Date of Signing: 02-04-2025
Name: Karan Sharma	

For Credent Connect N Care Private Limited

Director

Subodh Kumar

Registered Valuer (Securities or Financial assets)
Reg No: IBBI/RV/05/2019/11705

Date: 02nd April 2025

To
The Board of Director
M/s. Credent Managements & Consultants Private Limited
CIN: - U93000DL2012PTC230933
Regd. B-3, Second Floor, Nimri Commercial Complex,
Ashok Vihar, Phase-4, New Delhi, Delhi, India, 110052

Dear Sir,

Subject: - Report on Valuation of Equity Shares of M/s. Credent Managements & Consultants Private Limited.

I, Subodh Kumar , having its place of business at 210, 2nd floor Wadhwa complex, street No-10, Laxmi Nagar Delhi-110092, Registered Valuer under the Companies Act, 2013 and having its IBBI Regn- IBBI/RV/05/2019/11705 (hereinafter referred to as "Registered Valuer") has been mandate by the Board of Directors on behalf of the M/s. Credent Managements & Consultants Private Limited and (CIN:-U93000DL2012PTC230933), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, Delhi, India, 110052, (hereinafter referred to as "Private Limited Company") for valuation of its Equity Shares as management wants to know book value per equity shares for their internal purpose.

The scope of services is to conduct the valuation of Equity Shares and determine the book value of Equity Shares in accordance with internationally accepted valuation standards/ICMAI Valuation Standards for the limited purpose of compliance under the Companies Act, 2013 and may not be used for any other purpose. Even though the book value of equity proposed here is said to true and fair as per underlying guidelines of valuation but the valuation done here is not in accordance with rule 11UA of Income tax rules and it may be relied upon in any such Income tax matters with required modification as per said rules.

Based on the Discussion with the management, we have considered the valuation cut-off date as closure of business hours of 31st March, 2025.

I. Company Background information

M/s Credent Managements & Consultants Private Limited, ("CMCPL" / "Company") was incorporated on 02nd February, 2012 as a Private Limited Company vide registration No. 230933. CMCPL's registered address is situated B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, Delhi, India, 110052.

SUBODH KUMAR
DELHI
REGISTERED VALUER

II. Sources of Information:

For the purpose of arriving at the Valuation, we have essentially relied on the information provided to us by the Management, which we believe to be reliable and our conclusions are dependent on such information being complete and accurate in all material respect.

In particular, we were provided with the following information by the management for the purpose of our value analysis:

Management Representation Letter, containing therein inter-alia necessary information, clarification, assumption with respect to valuation exercise, including:

- Management Representation Letter
- Brief profile of the Company
- Provisional financial statement of CMCPL as on 31st March, 2025.
- Present share holder pattern.

III. Procedure adopted and valuation method(s) followed for the assignment:

In connection with this exercise, we have adopted following approaches to carry out the valuation:

- Requested and received financial statement and other information.
- Considered relevant data available in public domain.
- Personally, discussed with the management to understand the Business of the Company, its historical financials and its future business plans.
- Selection of valuation methodologies as considered appropriate by us for the present exercise.

IV. Approach Considered in our Value Analysis:

General Principle for Valuation

There is no single definition of the term 'Value' that is suitable for all purposes or at all times. The value of a particular asset may vary according to different valuation methodologies that are adopted to ascertain the value for a specific purpose. Valuation of securities is an inexact science. It may sometimes involve a set of judgments and assumptions that may be subject to certain uncertainties.

Selection of Valuation Methodology

The objective of the valuation process is to make a best reasonable judgment of the value of the shares of the Company. There are a number of valuation methodologies to value companies' businesses using historical and forecast financials of the company. Commonly used valuation methodologies are as follows:

SUBODH KUMAR
DELHI
REGISTERED VALUER

Net Asset Value (NAV) Method

The asset-based valuation technique is based on the value of the underlying net assets of the business, either on book value basis or realizable value basis or on replacement cost basis. The net asset value ignores the future returns the asset can produce and is calculated using historical accounting data. This valuation approach is mainly used in the case where the assets base dominates earnings capability. The management does not provide any future projection therefore; in the present case we have used NAV Method for the valuation.

Discounted Cash Flow (DCF) Method

Under DCF Method, the projected free cash flows of the Company/ business are discounted at a discount rate which reflects perceived riskiness of the projected cash flows in order to arrive at their present value. Then, the terminal value of the Company/ business is calculated based on the free cash flow of the last year of the forecast period, which is based on the future long-term growth of the revenues. This terminal value is then discounted to get the present terminal value. The present value of free cash flows for the projected period and present value of terminal value is added to arrive at the enterprise value. Thereafter, adjustment for non-operating assets/liabilities, surplus Cash and Cash Equivalents is made to arrive at the fair value of the Company/business. As per discussion with management and due to nature of business it is not feasible to fetch future projection. Hence, we have not considered this method for the valuation.

Market Price Method

The market price of equity share quoted on a stock exchange is normally considered as the value of equity share of the Company, if such shares are frequently traded subject to speculative support that may be inbuilt in the value of such shares. Equity Shares of the company is not traded on any stock exchanges and therefore, Market Price Method is not relevant for the present valuation exercise. Hence, we have not considered this method for the valuation.

Comparable Company Multiples (CCM) Method

Under CCM Method, value of equity shares of a company/business undertaking is arrived at using multiple derived from valuation of comparable companies as manifest through stock exchange valuation of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to the valuation. Relevant multiples need to be chosen carefully and adjusted for difference between the circumstances.

M/s. Credent Managements & Consultants Private Limited is a growing company. We have not found any listed peers which can be compared with other company for considering its projected business model in coming few years due to nature of business, geographical differences and comparable size of the business at valuation date. Therefore, this method is not suitable in the present case and accordingly we have not considered this method for our valuation exercise.

SUBODH KUMAR DELHI REGISTERED VALUER

V. Basis for arriving at Book Value of Equity Shares:

Based on the discussions in the preceding paragraphs w.r.t valuation methodologies as well as regulatory requirements, we have considered Adjusted NAV Method for the evaluation of Equity Shares of the company considering it as most appropriate method in the present case and assigned 100% weightage to this approach.

Under Adjusted NAV Method, the value of per equity shares is based on its capacity to generate cash flows. There is some uncertainty associated with these cash flows. Thus, the challenge in valuing firms by using the NAV method is more perceptual than conceptual.

VI. Valuation of equity shares

We have formed an opinion on the **Net Asset Value of Equity Shares of INR 11,440.00**, based on the information provided by the Management of M/s. Credent Managements & Consultants Private Limited, and our opinion is on **Valuation Date i.e., 31/03/2025.**

The valuation is subject to the information as made available to us by the management and no specific audit has been carried on the same.

Opinion on Book Value of Business

Based on the analysis of Business of the Company the Book value of the shares on fully diluted basis is INR **11,440.00** per share.

SUBODH KUMAR
DELHI
REGISTERED VALUER

Disclaimer/Limitations on the Valuation of Equity Shares of M/s. Credent Managements & Consultants Private Limited

Our report is subject to the scope of limitations detailed hereinafter. As such the report is to be read in totality and not in parts. This report has been prepared solely for the purpose set out in this report and should not be made available to any other person, distributed, published or reproduced (in part or otherwise) in any other document whatsoever, without our written consent save and except for the limited purpose of this report.

Our study did not include the following: -

- Carrying out a market survey / technical and financial feasibility for the Business of the company.
- Financial and Legal due diligence of the company.
- Any other assurance advisory services in connection with the cash flow and valuation.

Our valuation is based on the premise that the information provided to us being complete and accurate in all material aspect.

Our value analysis is based on the information made available to us by the management of the Company and the information obtained by us from public domain as mentioned in the report. Any subsequent changes/modifications/revisions (either positive or negative) to the financial parameters and other information provided to us may alter the result of value analysis set out in this report, positively or negatively.

It may be noted that in carrying out our work we have relied on the integrity of the information provided to us by the management and other than reviewing the consistency of such information, we have not sought to carry out an independent verification, thereof.

We have reviewed the information made available to us for overall consistency and have not carried out any detailed tests in the nature of audit to establish the accuracy of such statements and information. Accordingly, we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided by management of the Company

We have not carried out any independent verification of the accuracy and completeness of all information as stated above. We have not reviewed any other documents of the Company than those stated above. We have not made any independent verification of the physical assets of the Company and accept no responsibility for the same.

It should be noted that for the purpose of determining Fair Value of Equity Shares of the company as on Valuation date, we have not considered the impact of any events on the valuation of the company, which have occurred post the date of the valuation except mentioned in this report.

SUBODH KUMAR
DELHI
REGISTERED VALUER

Our scope of work does not include verification of data submitted by the management and has been relied upon by us as such.

We understand that the management, during our discussions with them, would have drawn our attention to all such information and matters, which may have had an impact on our valuation. In this report we have included all such information and matters as was received by us from the management.

This valuation report should not be regarded as a recommendation to invest in or deal in any form of securities of the company and should also not be considered as its final equity value.

The Management or related parties of the company, its Shareholders and its subsidiaries/ associates/ group companies are prohibited from using this report other than for its sole limited purpose and not to make a copy of this report available to any party other than those required by statute for carrying out the limited purpose of this report.

We have not verified the authenticity of the actual purpose for obtaining this valuation report and have done a pure mathematical calculation based on the information provided to us by the management. This report is issued at the request of BOD for the purpose as mentioned in the first Para of this report.

We will receive a fee for our services in connection with the delivery of this Valuation Report from the company and our fee is not contingent upon the result of proposed transaction and suitability of valuation to the company and other stakeholders.

This report is not meant for meeting any other regulatory or disclosure requirements, save and except as specified as above, under any Indian or Foreign Law, Statute, Act, Guidelines or similar instructions. We would not be responsible for any litigation or other actual or threatened claims.

In no event, will Valuer and its employees, be liable to any party for any indirect, incidental, consequential, special or exemplary damages (even if such party has been advised of the possibility of such damages) arising from any provision of this engagement.

SUBODH KUMAR
DELHI
REGISTERED VALUER

Subodh Kumar
(Registered Valuer)
IBBI Regn- IBBI/RV/05/2019/11705

Annexure – 1

Valuation of Credent Management & consultant Private Limited as at March 31, 2025		
Particulars	**Rs.**	**Rs.**
Non-Current Assets		
Tangible Assets		18,48,000
Intangible Assets		-
Capital Work in Progress		-
Intangible assets under development		-
Other Non-Current Assets		-
Deferred tax assets		-
Long Term Loan and Advances		-
Inventories	-	
Cash and bank balances	13,09,094	
Trade receivable	12,76,31,653	
Short Term Loan & advances	6,95,24,968	
Other current assets	-	
Current assets	**19,84,65,715**	
Sundry creditors	-	
Short-Term Borrowings	1,17,40,514	
Other Current liabilities	5,21,11,817	
Provisions	2,20,58,248	
Net current assets		**11,25,55,136**
Total assets		**11,44,03,136**
Borrowings		
Other non-current liabilities	-	
Long-Term Borrowing	-	
Total borrowings		-
Deferred tax liabilities		-
Net worth - unadjusted		**11,44,03,136**
Less: contingent liabilities (net of tax)		-
Net Securities value - adjusted		**11,44,03,136**
Add: Change in Fair value of Investment		-
Adjusted Securities Value		**11,44,03,136**
No of Equity shares on fully diluted basis (in actual)		**10,000**
Per share value on fully diluted basis		**11,440.31**
Per share value on fully diluted basis (Round off)		**11,440.00**

SUBODH KUMAR
DELHI
REGISTERED VALUER

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL65010173155575X
Certificate Issued Date	:	30-Sep-2025 05:59 PM
Account Reference	:	IMPACC (IV)/ dl835403/ DELHI/ DL-NWD
Unique Doc. Reference	:	SUBIN-DLDL83540360373028236178X
Purchased by	:	CREDENT CONNECT N CARE PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	CREDENT CONNECT N CARE PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	CREDENT CONNECT N CARE PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

NOTARY
GAURAV DHAMEJA
Area: DELHI
Reg. No. 9723
Exp. Dt: 12/02/2030
GOVT. OF INDIA

Please write or type below this line

For Credent Connect N Care Private Limited

Director

10 OCT 2025

Statutory Alert:

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

Private and Confidential *Date: 10.10.2025*

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("**Agreement**" or this "**Share Purchase Agreement**") is made and entered into as of **October 10, 2025 ("Execution Date")** at Delhi, India, By and between,

DIMPLE SHARMA, an individual, having PAN **BOJPS9740D** Indian Resident, residing at G-11A, 2nd Floor, Gali No. 5, Arjun Nagar, Krishna Nagar, East Delhi, Delhi 110051 the shareholder of the Company **CREDENT TEAM PRIVATE LIMITED**, a company Registered under the Companies Act, 2013, bearing Company Identification No. U93090DL2017PTC312616, having its registered office at B-6, 3rd Floor, Lift Shopping Complex Nimri Colony, Ashok Vihar Ph-4, North West, Delhi, India, 110052 hereinafter referred to as "**Seller**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

AND

CREDENT CONNECT N CARE PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing CIN: U63000DL2015PLC281994, having its registered office at B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052, acting through its duly authorized representative Mr. Tarun Sharma (DIN 07852798), Director of the Company, (hereinafter referred to as the **"Purchaser"** or **"C3"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The Seller, the Company and the Purchaser are hereinafter referred to individually as such or as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS

A. The authorized share capital of the Company **CREDENT TEAM PRIVATE LIMITED** as on the Execution Date, is INR 5,00,000/- (Indian Rupees Five Lakhs only) divided into 50,000 (Fifty Thousand) Equity Shares (defined below) of face value INR 10/- (Indian Rupees Ten only) each. The issued and paid-up capital of the Company is INR 5,00,000/- (Indian Rupees Five Lakh only) divided into 50,000 (Fifty Thousand) Equity Shares of face value INR 10/- (Indian Rupees Ten only) each and is held in the manner as set out in Schedule 1.

B. The Seller is the legal and beneficial owner of the Sale Shares (as hereinafter defined) proposed to be sold under this agreement. These Sale of Shares forms an integral part of the issued, subscribed and paid-up Share Capital of the Company as on the Execution Date.

C. Purchaser, intends to purchase and Seller, intend to sell the shares of the Company "Sale Shares" (as hereinafter defined) on terms and conditions as set forth herein.

D. The Parties are desirous of recording the agreement reached between them with regard to the purchase of Sale Shares in the manner contemplated herein.

E. The parties acknowledge that all requisite corporate approvals have been or shall be obtained, and that this Agreement is being entered into in accordance with applicable laws and the Memorandum of Association and Articles of Association of the company.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma For Credent Connect N Care Private Limited	

Director

NOTARY GAURAV DHAMEJA Area DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

F. The Parties have executed this Agreement supported by duly executed share transfer deeds (Form SH-4). The Agreement specifically governs the payment terms, due diligence, and completion obligations of the Parties.

NOW, THEREFORE, the Seller, the Company and the Purchaser, in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, hereby agreed as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement, unless the context or meaning shall otherwise require, the following words and expressions as used herein shall have the following meanings:

"Applicable Law" or **"Applicable Laws"** shall mean and refer to all applicable statutes, enactments, laws, ordinances, codes, permits, bye-laws, rules, regulations, guidelines, notifications, notices, circulars and/ or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory or taxation authority, tribunal board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively;

"Agreement" shall mean this share purchase agreement, together with the Schedules and Annexure attached hereto, if any, as may be amended from time to time;

"Business Day" shall mean a day on which commercial banks are open and working in their regular course of business in Maharashtra, India;

"Closing" shall have the meaning set out in Clause 4.1 of this Agreement;

"Closing Date" shall have the meaning set out in Clause 4.1 of this Agreement;

"Encumbrance" shall mean and refer to any mortgage, pledge, equitable interest, assignment by way of security, hypothecation, pre-emptive right claim, security interest, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on voting rights, transfer, receipt of income or exercise of any other attribute of ownership , right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"The Company" the Company means Credent Team Private Limited

"Equity Shares" shall mean the equity shares of the Company Credent Team Private Limited having a face value of INR 10/- (Indian Rupee Ten only) each;

"Execution Date" means the date on which this Share Purchase Agreement is duly signed and executed by all the Parties hereto.

"Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government,

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 1 ..2 .. 30 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma For Credent Connect N Care Private Limited	

Director

10 OCT 2025

"India" shall mean the territory of India and includes the territorial sea and air space above it, as well as any other maritime zone in which India has sovereign rights, other rights and jurisdictions, according to the Indian law and in accordance with inter-national law;

"Party" or **"Parties"** shall have the meaning assigned to the term in the Preamble hereto;

"Person" means any natural person, sole proprietorship, partnership firm, trust, corporate entity or unincorporated association, unincorporated organization, body corporate, corporation, company (including a limited liability partnership), Governmental Authority or any other entity or organization;

"Sale Consideration" shall have the meaning assigned to such term in Clause 2.1 hereto;

"Share" shall mean and refer to the shares of the Company Credent Team Private Limited;

"Sale Shares" means a total of 20,000 (Twenty Thousand) equity shares of the Company, having a face value of INR 10 (Indian Rupee ten) each held by the Seller and contemplated to be sold to the Purchaser. On the terms and subject to the conditions of this Agreement and in lieu of the Consideration detailed in Clause 2 herein below and in reliance of the Purchaser Warranties.

"Stamp Duty" shall mean the stamp duty on share transfer relating to Sale Shares;

"Taxation Authority" means the Income Tax Department of the Republic of India;

NOTARY GAURAV DHAMEJA Area: DELHI Regn. No. 5728 Exp. Dt: 12.02.2030 GOVT. OF INDIA

1.2 **Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires:

(i) The headings and titles herein are used for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
(ii) References to Schedules are references respectively to the schedules to this Agreement forming an integral part.
(iii) In this Agreement unless the context thereof otherwise requires:

(a) Reference to the singular includes a reference to plural and vice versa;
(b) Reference to any gender includes a reference to all other genders;
(c) Reference to any statute, rules, ordinances or other Laws shall be deemed to include any amendment, replacement or modification thereof.
(d) The word "include", "includes" or "including" shall always be deemed to be followed by the words "without limitation"
(e) The term "Person" shall include any individual, company, corporation, partnership, trust, joint venture, association or other entity, whether incorporated or not.

(iv) Unless otherwise expressly stated, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Clause or other subdivision.

(v) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma For Credent Connect N Care Private Limited	

Director

10 OCT 2025

(vi) In the event of any conflict or inconsistency between the provisions of the main body of this agreement and any schedule or annexure hereto, the provisions of the main body of this agreement shall prevail, unless expressly stated otherwise.

(vii) Time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

2. SALE AND PURCHASE OF SHARES

2.1 Subject to the terms of this Agreement and for total aggregate purchase consideration for the 20,000 (Twenty Thousand) shall be Rs.2,40,000/- ("Sale Consideration"), as determined on the basis of an Independent Valuation report, the Seller hereby agree to sell, transfer and deliver the 20,000 equity shares ("Sale Shares') to the Purchaser, and the Purchaser hereby agree to purchase, acquire and accept from the Seller 20,000 the sale shares together with all rights incidental rights, title, interest and advantages attached to them.

2.2 The Purchase Consideration shall be paid as follows:

The Purchaser shall issue One Post-Dated Cheques (PDC) dated 15th October 2025 in favour of the Seller,

Cheque of 2,40,000/- (Rupees Two Lakhs Forty Thousand Only)

The cheques may be presented and encashed by the Seller on or before 12th January 2026 (within 90 days of issuance).

The Purchaser's obligation to make payment shall remain subject to satisfactory completion of due diligence and compliance with Clause 3 of this Agreement and the purchaser shall be duly bound to close the Due Diligence and pay on or before 15th October 2025.

3. CONDITIONS PRECEDENTS

The obligations of the Seller to sell and Purchaser to purchase the Sale Shares are conditional upon the fulfilment of the conditions precedent set forth below -

Resolution by the Company: The Seller shall deliver to the Purchaser a certified true copy of a resolution passed by its Board of Directors approving the transfer of equity shares.

Authorization by Purchaser: In case of corporate purchaser, the Purchaser shall deliver to the Company and the Seller a certified true copy of a resolution passed by its board of directors (or equivalent decision-making bodies) approving the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party.

Obtaining Valuation Report: The Parties shall obtain a valuation report from a Practicing Chartered Accountant certifying the fair market value per equity share of the Company determined in accordance with manner prescribed under Section 56(2)(x) and Section 50CA of the Income-Tax Act, 1961, read with Rule 11U, Rule 11UA and Rule 11UAA of the Income-Tax Rules, 1962

Due Diligence: The Purchaser shall have a period of 5 days from the date of execution of this Agreement to carry out a legal, financial, secretarial, and operational due diligence of Credent Team Private Limited.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
For Credent Connect-N Care Private Limited Name: Tarun Sharma Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 19728 Exp. Dt: 12.02.2030 GOVT. OF INDIA

10 OCT 2025

The Seller shall provide full cooperation, including:

- Access to all statutory records, financial statements, returns, registers, books of accounts, contracts, and agreements of Credent Team.
- Access to management, employees, and auditors of Credent Team.
- Copies of key licenses, approvals, permits, intellectual property registrations, and material contracts.

If any material adverse issue is discovered, the Purchaser shall notify the Seller in writing. The Seller shall, within [5] days, rectify the same or propose a resolution acceptable to the Purchaser.

If such issues are not resolved, the Purchaser shall have the right to terminate this Agreement without any liability.

The Parties confirm that no restraining order, preliminary, temporary, or permanent injunction, stay, writ, investigation, attachment, seizure or other order has been issued by any Governmental Authority restraining, prohibiting, preventing, or otherwise impairing or prejudicing the acquisition or sale of Shares, and no order to this effect is threatened in writing.

4. CLOSING

4.1 The Closing shall take place in Delhi, or at such other location as may be mutually agreed by both the parties on or before-12th January 2026.

On and before the closing, the following action shall be undertaken

i. The Purchaser shall pay the consideration to the Seller as per mutually agreed payment schedule.
ii. Notwithstanding the actual time periods involved in completing the above process, all proceedings to be taken and all documents to be executed and delivered by the Purchaser, Seller and the Company shall be deemed to have been taken and executed simultaneously.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Seller represents and warrants to the Purchaser that:

a. This Agreement is legal, valid, binding and enforceable against the Seller in accordance with its terms and the Seller has the requisite capacity to execute, deliver and perform its obligations hereunder.
b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Seller is a party.
c. The Seller is the legal and beneficial owner of the Sale Shares and has good, valid, absolute and marketable title to such Sale Shares free and clear of any encumbrance or claim of any person.
d. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.
e. The Seller shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
f. The Seller has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

NOTARY SANJIV DHANEJA Area: Delhi Reg. No. 9728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma For Credent Connect N Care Private Limited Director	

10 OCT 2025

5.2 The Seller confirms that each of the Warranties mentioned in Clause 5.1 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.1 above, the Seller, shall report it to Purchaser immediately after such change.

5.3 The Purchaser represents and warrants to the Seller that:

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

b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Purchaser is a party.

c. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

d. The Purchaser is competent and has complete authority and power to enter into the transactions herein and assumes obligations for performance thereof and other agreement and instruments contemplated hereby.

e. The Purchaser shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

f. The Purchaser acknowledges that the Seller is entering into this Agreement, relying on the aforesaid representations and warranties, and the same shall be entitled to treat as conditions of the Agreement.

g. The Purchaser shall provide full support and coordinate with the Seller during the period this whole transaction is in process.

h. The Purchaser has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

i. The Purchaser agrees to hold harmless the seller from any loss, liability, or damage arising from the source of funds used to purchase the shares. This includes any claims, investigations, or legal actions brought against the seller related to the source of funds and all responsibility towards same is solely of purchaser.

5.4 The Purchaser confirms that each of the Warranties mentioned in Clause 5.3 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.3 above, the Purchaser, shall report it to Sellers immediately after such change.

NOTARY GOVT. OF INDIA Reg. No. 39728 Exp. Dt: 12.02.2030

6. GOVERNING LAW

This agreement, including the formation, validity, interpretation, execution, amendment, termination and settlement of any disputes arising under this agreement, will be governed by and construed in accordance

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: For Credent Connect N Care Private Limited 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

with the laws of India. The courts located at Delhi, India shall have exclusive jurisdiction over any disputes or matters arising from or in connection with this Agreement.

7. RESOLUTION OF DISPUTES/ ARBITRATION

If any dispute arises between the Seller and Purchaser during the subsistence of this Agreement or thereafter, in connection with the existence, validity, interpretation, implementation, alleged breach of any provision or termination of this Agreement ("Dispute"), each of the said Party shall endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within five (5) days from the date of the Dispute.

In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to a Sole Arbitrator mutually appointed by the Parties, in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration proceedings shall take place in Delhi and the language of arbitration shall be English. The arbitrators may award the costs of the arbitration, with each party bearing its own expenses, including attorneys' fees, while the fees of the arbitrator will be shared equally by the parties. The arbitrator shall provide a reasoned decision in writing.

8. MISCELLANEOUS

8.1 This Agreement shall be specifically enforceable at the instance of either the Seller or the Purchaser.

8.2 This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

8.3 Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

8.4 No rights, liabilities or obligations under this Agreement shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto. Any Person to whom rights under this Agreement are assigned shall execute a deed of adherence agreeing to be bound by the terms and conditions of this Agreement.

8.5 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

8.6 This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder.

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No.39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 10-10-2025 For Credent Connect N Care Private Limited	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

8.7 The persons signing this Agreement on behalf of the Parties, if any represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

8.8 The Parties to this Agreement shall not be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under the Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part without prior written consent of the Other Parties.

8.9 Nothing in this Agreement shall be deemed to either constitute a partnership between any of the Parties or appoint or recognize any Party as the agent of the other Party for any purpose.

8.10 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

8.11 This Agreement is solely for the benefit of the Parties hereto and is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

8.12 The parties agree that the terms and conditions of this agreement as well as any confidential or proprietary information shared during the negotiation and performance of this agreement shall be kept confidential by the parties and shall not be disclosed by the other Party to any person or entity in any manner whatsoever.

8.13 The parties shall not use any confidential information for any purpose other than as necessary for the performance of this agreement.

9. NOTICES

Any notice or other formal communication required to be sent under this Agreement must be in writing in English and may be delivered in person, or sent by e-mail or courier to the receiving party at the postal address or email set forth below, or at such other address as the parties may from time to time designate in writing:

To the Seller at:

Kind Attn: Ms. Dimple Sharma

Address: G-11A, 2nd Floor, Gali No. 5, Arjun Nagar, Krishna Nagar, East Delhi, Delhi 110051

Mobile No. 9811656264

E-mail: Dimplesharma14@gmail.com

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 38728 Exp. Dt: 12.02.2030 GOVT. OF INDIA

To the Purchaser at:

Kind Attn: Mr. Tarun Sharma, Managing Director (DIN: 07852798)

CREDENT CONNECT N CARE PRIVATE LIMITED

Address: B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
For Credent Connect N Care Private Limited Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

Mobile No: 9971777199

E-mail: tarun.sharma@c3logistics.co.in

or at such other address or email address as it may notify to the other Parties under this Clause.

9.1 Any notice or other communication shall be deemed to have been given:

i. if hand delivered, at the time of delivery; or

ii. if sent by courier, at 10.00 a.m. on the third working day after it was dispatched; or

iii. if sent by email, on the date of transmission, if transmitted before 6.00 p.m. (local time at the place of destination) on any working day in the place of destination and in any other case on the working day following the date of transmission.

9.2 In proving the giving of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and provided to the relevant courier, or that the e-mail was properly addressed and transmitted, as the case may be.

10. ENTIRE AGREEMENT

This Agreement and all other agreements, documents executed by the Parties in carrying out the Closing, constitute the entire agreement between the Parties on the subject matter described in this Agreement and replaces all previous oral or written agreements, contracts, understandings, and communications of the Parties in respect of the subject matter described in this Agreement.

11. FURTHER ASSURANCES

In connection with this Agreement and the transactions contemplated thereby, each party will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such Transactions.

12. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable, or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS **WHEREOF** THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS THE DAY AND YEAR HEREINABOVE WRITTEN

	For CREDENT CONNECT N CARE PRIVATE LIMITED (Purchaser)

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 10-10-2025 For Credent Connect N Care Private Limited	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

NOTARY GAURAV DELHI Reg. No.39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

Seller- **DIMPLE SHARMA**	For Credent Connect N Care Private Limited **TARUN SHARMA** **Authorized Signatory** **DIN: 07852798** **Managing Director** Director
Witness 1- **Name:** Ashok Kumar sharma **Address:** G-11, Arjun Nagar. Delhi-110051	Tanveen **Witness 2-** **Name:** Tanveen. **Address:** 7-481/2A. Baljeet Nagar Delhi-110008

NOTARY GAURAV DH... Reg. No. ...5728 Exp. Dt: ... 2030 GOVT. OF INDIA

ATTESTED
Notary Public, Delhi

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
For Credent Connect N Care Private Limited Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

Private and Confidential *Date: 10.10.2025*

SCHEDULE I

SHAREHOLDING PATTERN AS ON EFFECTIVE DATE

List of Equity Shareholders

Sr. No.	Holder	No. of Shares	Face Value of Shares	% of total shares of the company
1	Karan Sharma	30000	10	60%
2	Dimple Sharma	20000	10	40%
	Total	**50000**	**10**	**100%**

NOTARY GAURAV DHAMEJA Area DELHI Reg. No. 36723 Exp. Dt: 12/02/2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: 10-10-2025 For Credent Connect N Care Private Limited	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

SCHEDULE 2

DETAILS OF THE SALES SHARES AND CONSIDERATION

Name of Seller	**Demat Account Details of the Seller**	**Name of Purchaser**	**Demat Account Details of the Purchaser**	**Number of Sale Shares**	**Consideration (in INR)**
Dimple Sharma	NA	CREDENT CONNECT N CARE PRIVATE LIMITED	NA	20000	2,40,000/-

NOTARY
GOVT. OF INDIA
Exp. Dt. 1.12.2030

For CREDENT CONNECT N CARE PRIVATE LIMITED	Dimple Sharma
Date of Signing: For Credent Connect N Care Private Limited 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	IN-DL65019747801611X
Certificate Issued Date	:	30-Sep-2025 06:09 PM
Account Reference	:	IMPACC (IV)/ dl835403/ DELHI/ DL-NWD
Unique Doc. Reference	:	SUBIN-DLDL83540360388780267502X
Purchased by	:	CREDENT CONNECT N CARE PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	CREDENT CONNECT N CARE PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	CREDENT CONNECT N CARE PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

NOTARY GAURAV DHAMEJA DELHI Regn. No. 8725 GOVT. OF INDIA

Please write or type below this line

For Credent Connect N Care Private Limited

Director

10 OCT 2025

Statutory Alert:

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

Private and Confidential *Date: 10.10.2025*

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("**Agreement**" or this "**Share Purchase Agreement**") is made and entered into as of **October 10, 2025** ("**Execution Date**") at Delhi, India, By and between,

KARAN SHARMA, an individual, having PAN **EGZPS1089G** Indian Resident, residing at R/o G-11, 3rd Floor, Gali No.5, Arjun Nagar, Krishna Nagar, East Delhi – 110051 the shareholder of the Company **CREDENT TEAM PRIVATE LIMITED,** a company Registered under the Companies Act, 2013, bearing Company Identification No. U93090DL2017PTC312616, having its registered office at B-6, 3rd Floor, Lift Shopping Complex Nimri Colony, Ashok Vihar Ph-4, North West, Delhi, India, 110052 hereinafter referred to as "**Seller**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

AND

CREDENT CONNECT N CARE PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing CIN: U63000DL2015PLC281994, having its registered office at B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052, acting through its duly authorized representative Mr. Tarun Sharma (DIN 07852798), Director of the Company, (hereinafter referred to as the "**Purchaser**" or "**C3**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The Seller, the Company and the Purchaser are hereinafter referred to individually as such or as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS

A. The authorized share capital of the Company **CREDENT TEAM PRIVATE LIMITED** as on the Execution Date, is INR 5,00,000/- (Indian Rupees Five Lakhs only) divided into 50,000 (Fifty Thousand) Equity Shares (defined below) of face value INR 10/- (Indian Rupees Ten only) each. The issued and paid-up capital of the Company is INR 5,00,000/- (Indian Rupees Five Lakh only) divided into 50,000 (Fifty Thousand) Equity Shares of face value INR 10/- (Indian Rupees Ten only) each and is held in the manner as set out in Schedule 1.

B. The Seller is the legal and beneficial owner of the Sale Shares (as hereinafter defined) proposed to be sold under this agreement. These Sale of Shares forms an integral part of the issued, subscribed and paid-up Share Capital of the Company as on the Execution Date.

C. Purchaser, intends to purchase and Seller, intend to sell the shares of the Company "Sale Shares" (as hereinafter defined) on terms and conditions as set forth herein.

D. The Parties are desirous of recording the agreement reached between them with regard to the purchase of Sale Shares in the manner contemplated herein.

E. The parties acknowledge that all requisite corporate approvals have been or shall be obtained, and that this Agreement is being entered into in accordance with applicable laws and the Memorandum of Association and Articles of Association of the company.

F. The Parties have executed this Agreement supported by duly executed share transfer deeds (Form SH-4). The Agreement specifically governs the payment terms, due diligence, and completion obligations of the Parties.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Karan Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
For Credent Connect N Care Private Limited Name: Tarun Sharma Director	

NOTARY GOVT. OF INDIA

10 OCT 2025

NOW, THEREFORE, the Seller, the Company and the Purchaser, in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, hereby agreed as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement, unless the context or meaning shall otherwise require, the following words and expressions as used herein shall have the following meanings:

"**Applicable Law**" or "**Applicable Laws**" shall mean and refer to all applicable statutes, enactments, laws, ordinances, codes, permits, bye-laws, rules, regulations, guidelines, notifications, notices, circulars and/ or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory or taxation authority, tribunal board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively;

"**Agreement**" shall mean this share purchase agreement, together with the Schedules and Annexure attached hereto, if any, as may be amended from time to time;

"**Business Day**" shall mean a day on which commercial banks are open and working in their regular course of business in Maharashtra, India;

"**Closing**" shall have the meaning set out in Clause 4.1 of this Agreement;

"**Closing Date**" shall have the meaning set out in Clause 4.1 of this Agreement;

"**Encumbrance**" shall mean and refer to any mortgage, pledge, equitable interest, assignment by way of security, hypothecation, pre-emptive right claim, security interest, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on voting rights, transfer, receipt of income or exercise of any other attribute of ownership , right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"**The Company**" the Company means Credent Team Private Limited

"**Equity Shares**" shall mean the equity shares of the Company Credent Team Private Limited having a face value of INR 10/- (Indian Rupee Ten only) each;

"**Execution Date**" means the date on which this Share Purchase Agreement is duly signed and executed by all the Parties hereto.

"**Governmental Authority**" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government,

"**India**" shall mean the territory of India and includes the territorial sea and air space above it, as well as any other maritime zone in which India has sovereign rights, other rights and jurisdictions, according to the Indian law and in accordance with inter-national law;

For CREDENT CONNECT N CARE PRIVATE LIMITED	Karan Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma For Credent Connect N Care Private Limited Director	

NOTARY GOVT. OF INDIA

10 OCT 2025

"Party" or **"Parties"** shall have the meaning assigned to the term in the Preamble hereto;

"Person" means any natural person, sole proprietorship, partnership firm, trust, corporate entity or unincorporated association, unincorporated organization, body corporate, corporation, company (including a limited liability partnership), Governmental Authority or any other entity or organization;

"Sale Consideration" shall have the meaning assigned to such term in Clause 2.1 hereto;

"Share" shall mean and refer to the shares of the Company Credent Team Private Limited;

"Sale Shares" means a total of 29,999 (Twenty-Nine Thousand Nine Hundred Ninety Nine) equity shares of the Company, having a face value of INR 10 (Indian Rupee ten) each held by the Seller and contemplated to be sold to the Purchaser. On the terms and subject to the conditions of this Agreement and in lieu of the Consideration detailed in Clause 2 herein below and in reliance of the Purchaser Warranties.

"Stamp Duty" shall mean the stamp duty on share transfer relating to Sale Shares;

"Taxation Authority" means the Income Tax Department of the Republic of India;

1.2 **Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires:

(i) The headings and titles herein are used for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
(ii) References to Schedules are references respectively to the schedules to this Agreement forming an integral part.
(iii) In this Agreement unless the context thereof otherwise requires:
(a) Reference to the singular includes a reference to plural and vice versa;
(b) Reference to any gender includes a reference to all other genders;
(c) Reference to any statute, rules, ordinances or other Laws shall be deemed to include any amendment, replacement or modification thereof.
(d) The word "include", "includes" or "including" shall always be deemed to be followed by the words "without limitation"
(e) The term "Person" shall include any individual, company, corporation, partnership, trust, joint venture, association or other entity, whether incorporated or not.

(iv) Unless otherwise expressly stated, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Clause or other subdivision.

(v) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.

(vi) In the event of any conflict or inconsistency between the provisions of the main body of this agreement and any schedule or annexure hereto, the provisions of the main body of this agreement shall prevail, unless expressly stated otherwise.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Karan Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma For Credent Connect N Care Private Limited Director	

NOTARY GOVT. OF INDIA

10 OCT 2025

(vii) Time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

2. SALE AND PURCHASE OF SHARES

2.1 Subject to the terms of this Agreement and for total aggregate purchase consideration for the 29,999 (Twenty-Nine Thousand Nine Hundred Ninety Nine) shall be Rs. 3,59,988/- ("Sale Consideration"), as determined on the basis of an Independent Valuation report. the Seller hereby agree to sell, transfer and deliver the 29,999 equity shares ("Sale Shares') to the Purchaser, and the Purchaser hereby agree to purchase, acquire and accept from the Seller 29,999 the sale shares together with all rights incidental rights, title, interest and advantages attached to them.

2.2 The Purchase Consideration shall be paid as follows:

The Purchaser shall issue One Post-Dated Cheques (PDC) dated 15th October 2025 in favour of the Seller,

Cheque of 3,59,988/- (Three Lakh Fifty-Nine Thousand Nine Hundred Eighty-Eight)

The cheques may be presented and encashed by the Seller on or before 12th January 2026 (within 90 days of issuance).

The Purchaser's obligation to make payment shall remain subject to satisfactory completion of due diligence and compliance with Clause 3 of this Agreement and the purchaser shall be duly bound to close the Due Diligence and pay on or before 15th October 2025.

3. CONDITIONS PRECEDENTS

The obligations of the Seller to sell and Purchaser to purchase the Sale Shares are conditional upon the fulfilment of the conditions precedent set forth below -

Resolution by the Company: The Seller shall deliver to the Purchaser a certified true copy of a resolution passed by its Board of Directors approving the transfer of equity shares.

Authorization by Purchaser: In case of corporate purchaser, the Purchaser shall deliver to the Company and the Seller a certified true copy of a resolution passed by its board of directors (or equivalent decision-making bodies) approving the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party.

Obtaining Valuation Report: The Parties shall obtain a valuation report from a Practicing Chartered Accountant certifying the fair market value per equity share of the Company determined in accordance with manner prescribed under Section 56(2)(x) and Section 50CA of the Income-Tax Act, 1961, read with Rule 11U, Rule 11UA and Rule 11UAA of the Income-Tax Rules, 1962

Due Diligence: The Purchaser shall have a period of 5 days from the date of execution of this Agreement to carry out a legal, financial, secretarial, and operational due diligence of Credent Team Private Limited.

The Seller shall provide full cooperation, including:

- Access to all statutory records, financial statements, returns, registers, books of accounts, contracts, and agreements of Credent Team.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Karan Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV ... Reg. No. ...5723 Exp. Dt: 12.2.2030 GOVT. OF INDIA

10 OCT 2025

- Access to management, employees, and auditors of Credent Team.
- Copies of key licenses, approvals, permits, intellectual property registrations, and material contracts.

If any material adverse issue is discovered, the Purchaser shall notify the Seller in writing. The Seller shall, within [5] days, rectify the same or propose a resolution acceptable to the Purchaser.

If such issues are not resolved, the Purchaser shall have the right to terminate this Agreement without any liability.

The Parties confirm that no restraining order, preliminary, temporary, or permanent injunction, stay, writ, investigation, attachment, seizure or other order has been issued by any Governmental Authority restraining, prohibiting, preventing, or otherwise impairing or prejudicing the acquisition or sale of Shares, and no order to this effect is threatened in writing.

4. CLOSING

4.1 The Closing shall take place in Delhi, or at such other location as may be mutually agreed by both the parties on or before-12th January 2026.

On and before the closing, the following action shall be undertaken

i. The Purchaser shall pay the consideration to the Seller as per mutually agreed payment schedule.
ii. Notwithstanding the actual time periods involved in completing the above process, all proceedings to be taken and all documents to be executed and delivered by the Purchaser, Seller and the Company shall be deemed to have been taken and executed simultaneously.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Seller represents and warrants to the Purchaser that:

a. This Agreement is legal, valid, binding and enforceable against the Seller in accordance with its terms and the Seller has the requisite capacity to execute, deliver and perform its obligations hereunder.
b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Seller is a party.
c. The Seller is the legal and beneficial owner of the Sale Shares and has good, valid, absolute and marketable title to such Sale Shares free and clear of any encumbrance or claim of any person.
d. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.
e. The Seller shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
f. The Seller has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

NOTARY ★ DELHI Reg. No. 55728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Karan Sharma
Date of Signing: For Credent Connect N Care Private Limited 10-10-2025	Date of Signing: 10-10-25
Name: Tarun Sharma Director	

10 OCT 2025

5.2 The Seller confirms that each of the Warranties mentioned in Clause 5.1 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.1 above, the Seller, shall report it to Purchaser immediately after such change.

5.3 The Purchaser represents and warrants to the Seller that:

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

b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Purchaser is a party.

c. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

d. The Purchaser is competent and has complete authority and power to enter into the transactions herein and assumes obligations for performance thereof and other agreement and instruments contemplated hereby.

e The Purchaser shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

f. The Purchaser acknowledges that the Seller is entering into this Agreement, relying on the aforesaid representations and warranties, and the same shall be entitled to treat as conditions of the Agreement.

g. The Purchaser shall provide full support and coordinate with the Seller during the period this whole transaction is in process.

h. The Purchaser has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

i. The Purchaser agrees to hold harmless the seller from any loss, liability, or damage arising from the source of funds used to purchase the shares. This includes any claims, investigations, or legal actions brought against the seller related to the source of funds and all responsibility towards same is solely of purchaser.

5.4 The Purchaser confirms that each of the Warranties mentioned in Clause 5.3 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.3 above, the Purchaser, shall report it to Sellers immediately after such change.

6. GOVERNING LAW

This agreement, including the formation, validity, interpretation, execution, amendment, termination and settlement of any disputes arising under this agreement, will be governed by and construed in accordance

NOTARY GAURAV DHAMEJA Reg. No. 9728 Exp. Dt: 2030 GOVT. OF INDIA

6

For CREDENT CONNECT N CARE PRIVATE LIMITED	Karan Sharma
Date of Signing: 10-10-2025 For Credent Connect N Care Private Limited	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

with the laws of India. The courts located at Delhi, India shall have exclusive jurisdiction over any disputes or matters arising from or in connection with this Agreement.

7. RESOLUTION OF DISPUTES/ ARBITRATION

If any dispute arises between the Seller and Purchaser during the subsistence of this Agreement or thereafter, in connection with the existence, validity, interpretation, implementation, alleged breach of any provision or termination of this Agreement ("Dispute"), each of the said Party shall endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within five (5) days from the date of the Dispute.

In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to a Sole Arbitrator mutually appointed by the Parties, in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration proceedings shall take place in Delhi and the language of arbitration shall be English. The arbitrators may award the costs of the arbitration, with each party bearing its own expenses, including attorneys' fees, while the fees of the arbitrator will be shared equally by the parties. The arbitrator shall provide a reasoned decision in writing.

8. MISCELLANEOUS

8.1 This Agreement shall be specifically enforceable at the instance of either the Seller or the Purchaser.

8.2 This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

8.3 Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

8.4 No rights, liabilities or obligations under this Agreement shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto. Any Person to whom rights under this Agreement are assigned shall execute a deed of adherence agreeing to be bound by the terms and conditions of this Agreement.

8.5 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

8.6 This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder.

NOTARY GAURAV DHAMEJA Area DELHI Reg. No.39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Karan Sharma
Date of Signing: 10-10-2025 For Credent Connect N Care Private Limited	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

8.7 The persons signing this Agreement on behalf of the Parties, if any represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

8.8 The Parties to this Agreement shall not be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under the Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part without prior written consent of the Other Parties.

8.9 Nothing in this Agreement shall be deemed to either constitute a partnership between any of the Parties or appoint or recognize any Party as the agent of the other Party for any purpose.

8.10 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

8.11 This Agreement is solely for the benefit of the Parties hereto and is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

8.12 The parties agree that the terms and conditions of this agreement as well as any confidential or proprietary information shared during the negotiation and performance of this agreement shall be kept confidential by the parties and shall not be disclosed by the other Party to any person or entity in any manner whatsoever.

8.13 The parties shall not use any confidential information for any purpose other than as necessary for the performance of this agreement.

9. NOTICES

Any notice or other formal communication required to be sent under this Agreement must be in writing in English and may be delivered in person, or sent by e-mail or courier to the receiving party at the postal address or email set forth below, or at such other address as the parties may from time to time designate in writing:

To the Seller at:

Kind Attn: **Ms. Karan Sharma**

Address: G-11, 3rd floor, Gali No.-5, Arjun Nagar, Krishna Nagar East Delhi, Delhi-110051

Mobile No. 9999302928

E-mail: Karan.sharma@c3logistics.co.in

NOTARY GAURAV DHAMEJA ... Regn. No. ...5728 Exp. Dt: 12/02 2030 GOVT. OF INDIA

To the Purchaser at:

Kind Attn: **Mr. Tarun Sharma**, Managing Director (DIN: 07852798)

CREDENT CONNECT N CARE PRIVATE LIMITED

Address: B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052

For CREDENT CONNECT N CARE PRIVATE LIMITED	Karan Sharma
For Credent Connect N Care Private Limited Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

Mobile No: 9971777199

E-mail: tarun.sharma@c3logistics.co.in

or at such other address or email address as it may notify to the other Parties under this Clause.

9.1 Any notice or other communication shall be deemed to have been given:

i. if hand delivered, at the time of delivery; or

ii. if sent by courier, at 10.00 a.m. on the third working day after it was dispatched: or

iii. if sent by email, on the date of transmission, if transmitted before 6.00 p.m. (local time at the place of destination) on any working day in the place of destination and in any other case on the working day following the date of transmission.

9.2 In proving the giving of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and provided to the relevant courier, or that the e-mail was properly addressed and transmitted, as the case may be.

10. ENTIRE AGREEMENT

This Agreement and all other agreements, documents executed by the Parties in carrying out the Closing, constitute the entire agreement between the Parties on the subject matter described in this Agreement and replaces all previous oral or written agreements, contracts, understandings, and communications of the Parties in respect of the subject matter described in this Agreement.

11. FURTHER ASSURANCES

In connection with this Agreement and the transactions contemplated thereby, each party will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such Transactions.

12. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable, or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS THE DAY AND YEAR HEREINABOVE WRITTEN

	For CREDENT CONNECT N CARE PRIVATE LIMITED (Purchaser)

For CREDENT CONNECT N CARE PRIVATE LIMITED For Credent Connect N Care Private Limited	Karan Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

NOTARY GOVT. OF INDIA Exp. Dt: 12/02/2030

10 OCT 2025

Karan Seller- **KARAN SHARMA**	**TARUN SHARMA** **Authorized Signatory** **DIN: 07852798** **Managing Director** For Credent Connect N Care Private Limited Director
Ashok K **Witness 1-** **Name:** Ashok Kumar sharma **Address:** G-11, 2nd floor Gali No 5 Krishna Nagar 110051	Tanveer **Witness 2-** **Name:** Tanveer **Address:** T-981/2A Baljeet Nagar delhi-110008

ATTESTED
Notary Public, Delhi

NOTARY GAURAV DHAMIJA Area DELHI Reg. No. ... Exp. Dt. 1.12.2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED For Credent Connect N Care Private Limited	Karan Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	Karan

10 OCT 2025

Private and Confidential *Date: 10.10.2025*

SCHEDULE I

SHAREHOLDING PATTERN AS ON EFFECTIVE DATE

List of Equity Shareholders

Sr. No.	Holder	No. of Shares	Face Value of Shares	% of total shares of the company
1	Karan Sharma	30000	10	60%
2	Credent Connect N Care Private Limited	20000	10	40%
	Total	**50000**	**10**	**100%**

NOTARY
GAURAV DHAMEJA
Exp. Dt: 12/02/2030
GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED For Credent Connect N Care Private Limited	Karan Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma Director	

10 OCT 2025

SCHEDULE 2

DETAILS OF THE SALES SHARES AND CONSIDERATION

Name of Seller	Demat Account Details of the Seller	Name of Purchaser	Demat Account Details of the Purchaser	Number of Sale Shares	Consideration (in INR)
Karan Sharma	NA	CREDENT CONNECT N CARE PRIVATE LIMITED	NA	29,999	3,59,988/-

NOTARY
GAURAV DHAMEJA
Reg. No. ...728
GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Karan Sharma
Date of Signing: 10-10-2025	Date of Signing: 10-10-2025
Name: Tarun Sharma For Credent Connect N Care Private Limited Director	

10 OCT 2025

Subodh Kumar

Registered Valuer (Securities or Financial assets)
Reg No: IBBI/RV/05/2019/11705

Date: 30-09-2025

To
The Board of Director
M/s. Credent Team Private Limited
CIN: - U47890DL2017PTC312616
Regd. B-6, 3rd Floor, Lift Shopping Complex Nimri Colony,
Ashok Vihar Ph-4 , North West Delhi, Delhi, India - 110052

Dear Sir,

Subject: - Report on Valuation of Equity Shares of M/s. Credent Team Private Limited.

I, Subodh Kumar , having its place of business at 210, 2nd floor Wadhwa complex, street No-10, Laxmi Nagar Delhi-110092, Registered Valuer under the Companies Act, 2013 and having its IBBI Regn- IBBI/RV/05/2019/11705 (hereinafter referred to as "Registered Valuer") has been mandate by the Board of Directors on behalf of the M/s. Credent Team Private Limited and (CIN:- U47890DL2017PTC312616), a company incorporated under the provisions of the Companies Act, 2013 and having its registered office B-6, 3rd Floor, Lift Shopping Complex Nimri Colony, Ashok Vihar Ph-4 , North West Delhi, Delhi, India - 110052, (hereinafter referred to as "Limited Company") for valuation of its Equity Shares as management wants to know book value per equity shares for their internal purpose.

The scope of services is to conduct the valuation of Equity Shares and determine the book value of Equity Shares in accordance with internationally accepted valuation standards/ICMAI Valuation Standards for the limited purpose of compliance under the Companies Act, 2013 and may not be used for any other purpose. Even though the book value of equity proposed here is said to true and fair as per underlying guidelines of valuation but the valuation done here is not in accordance with rule 11UA of Income tax rules and it may be relied upon in any such Income tax matters with required modification as per said rules.

Based on the Discussion with the management, we have considered the valuation cut-off date as closure of business hours of 30th September, 2025.

I. Company Background information

M/s Credent Team Private Limited, ("CTPL" / "Company") was incorporated on 09th February, 2017 as a Private Limited Company vide registration No. 312616. CTPL's registered address is situated B-6, 3rd Floor, Lift Shopping Complex Nimri Colony, Ashok Vihar Ph-4 , North West Delhi, Delhi, India - 110052.

SUBODH KUMAR
DELHI
REGISTERED VALUER

II. Sources of Information:

For the purpose of arriving at the Valuation, we have essentially relied on the information provided to us by the Management, which we believe to be reliable and our conclusions are dependent on such information being complete and accurate in all material respect.

In particular, we were provided with the following information by the management for the purpose of our value analysis:

Management Representation Letter, containing therein inter-alia necessary information, clarification, assumption with respect to valuation exercise, including:

- Management Representation Letter
- Brief profile of the Company
- Provisional financial statement of CTPL as on 30th September, 2025.
- Present share holder pattern.

III. Procedure adopted and valuation method(s) followed for the assignment:

In connection with this exercise, we have adopted following approaches to carry out the valuation:

- Requested and received financial statement and other information.
- Considered relevant data available in public domain.
- Personally, discussed with the management to understand the Business of the Company, its historical financials and its future business plans.
- Selection of valuation methodologies as considered appropriate by us for the present exercise.

IV. Approach Considered in our Value Analysis:

General Principle for Valuation

There is no single definition of the term 'Value' that is suitable for all purposes or at all times. The value of a particular asset may vary according to different valuation methodologies that are adopted to ascertain the value for a specific purpose. Valuation of securities is an inexact science. It may sometimes involve a set of judgments and assumptions that may be subject to certain uncertainties.

Selection of Valuation Methodology

The objective of the valuation process is to make a best reasonable judgment of the value of the shares of the Company. There are a number of valuation methodologies to value companies' businesses using historical and forecast financials of the company. Commonly used valuation methodologies are as follows:

SUBODH KUMAR
DELHI
REGISTERED VALUER

Net Asset Value (NAV) Method

The asset-based valuation technique is based on the value of the underlying net assets of the business, either on book value basis or realizable value basis or on replacement cost basis. The net asset value ignores the future returns the asset can produce and is calculated using historical accounting data. This valuation approach is mainly used in the case where the assets base dominates earnings capability. The management does not provide any future projection therefore; in the present case we have used NAV Method for the valuation.

Discounted Cash Flow (DCF) Method

Under DCF Method, the projected free cash flows of the Company/ business are discounted at a discount rate which reflects perceived riskiness of the projected cash flows in order to arrive at their present value. Then, the terminal value of the Company/ business is calculated based on the free cash flow of the last year of the forecast period, which is based on the future long-term growth of the revenues. This terminal value is then discounted to get the present terminal value. The present value of free cash flows for the projected period and present value of terminal value is added to arrive at the enterprise value. Thereafter, adjustment for non-operating assets/liabilities, surplus Cash and Cash Equivalents is made to arrive at the fair value of the Company/business. As per discussion with management and due to nature of business it is not feasible to fetch future projection. Hence, we have not considered this method for the valuation.

Market Price Method

The market price of equity share quoted on a stock exchange is normally considered as the value of equity share of the Company, if such shares are frequently traded subject to speculative support that may be inbuilt in the value of such shares. Equity Shares of the company is not traded on any stock exchanges and therefore, Market Price Method is not relevant for the present valuation exercise. Hence, we have not considered this method for the valuation.

Comparable Company Multiples (CCM) Method

Under CCM Method, value of equity shares of a company/business undertaking is arrived at using multiple derived from valuation of comparable companies as manifest through stock exchange valuation of listed companies. This valuation is based on the principle that market valuations, taking place between informed buyers and informed sellers, incorporate all factors relevant to the valuation. Relevant multiples need to be chosen carefully and adjusted for difference between the circumstances.

M/s. Credent Team Private Limited is a growing company. We have not found any listed peers which can be compared with other company for considering its projected business model in coming few years due to nature of business, geographical differences and comparable size of the business at valuation date. Therefore, this method is not suitable in the present case and accordingly we have not considered this method for our valuation exercise.

SUBODH KUMAR
DELHI
REGISTERED VALUER

V. Basis for arriving at Book Value of Equity Shares:

Based on the discussions in the preceding paragraphs w.r.t valuation methodologies as well as regulatory requirements, we have considered Adjusted NAV Method for the evaluation of Equity Shares of the company considering it as most appropriate method in the present case and assigned 100% weightage to this approach.

Under Adjusted NAV Method, the value of per equity shares is based on its capacity to generate cash flows. There is some uncertainty associated with these cash flows. Thus, the challenge in valuing firms by using the NAV method is more perceptual than conceptual.

VI. Valuation of equity shares

We have formed an opinion on the **Net Asset Value of Equity Shares of INR 12.00**, based on the information provided by the Management of M/s. Credent Team Private Limited, and our opinion is on **Valuation Date i.e., 30/09/2025.**

The valuation is subject to the information as made available to us by the management and no specific audit has been carried on the same.

Opinion on Book Value of Business

Based on the analysis of Business of the Company the Book value of the shares on fully diluted basis is INR **12.00** per share.

Disclaimer/Limitations on the Valuation of Equity Shares of M/s. Credent Team Private Limited

Our report is subject to the scope of limitations detailed hereinafter. As such the report is to be read in totality and not in parts. This report has been prepared solely for the purpose set out in this report and should not be made available to any other person, distributed, published or reproduced (in part or otherwise) in any other document whatsoever, without our written consent save and except for the limited purpose of this report.

Our study did not include the following: -

- Carrying out a market survey / technical and financial feasibility for the Business of the company.
- Financial and Legal due diligence of the company.
- Any other assurance advisory services in connection with the cash flow and valuation.

Our valuation is based on the premise that the information provided to us being complete and accurate in all material aspect.

Our value analysis is based on the information made available to us by the management of the Company and the information obtained by us from public domain as mentioned in the report. Any subsequent changes/modifications/revisions (either positive or negative) to the financial parameters and other information provided to us may alter the result of value analysis set out in this report, positively or negatively.

It may be noted that in carrying out our work we have relied on the integrity of the information provided to us by the management and other than reviewing the consistency of such information, we have not sought to carry out an independent verification, thereof.

We have reviewed the information made available to us for overall consistency and have not carried out any detailed tests in the nature of audit to establish the accuracy of such statements and information. Accordingly, we assume no responsibility and make no representations with respect to the accuracy or completeness of any information provided by management of the Company

We have not carried out any independent verification of the accuracy and completeness of all information as stated above. We have not reviewed any other documents of the Company than those stated above. We have not made any independent verification of the physical assets of the Company and accept no responsibility for the same.

It should be noted that for the purpose of determining Fair Value of Equity Shares of the company as on Valuation date, we have not considered the impact of any events on the valuation of the company, which have occurred post the date of the valuation except mentioned in this report.

SUBODH KUMAR
DELHI
REGISTERED VALUER

Our scope of work does not include verification of data submitted by the management and has been relied upon by us as such.

We understand that the management, during our discussions with them, would have drawn our attention to all such information and matters, which may have had an impact on our valuation. In this report we have included all such information and matters as was received by us from the management.

This valuation report should not be regarded as a recommendation to invest in or deal in any form of securities of the company and should also not be considered as its final equity value.

The Management or related parties of the company, its Shareholders and its subsidiaries/ associates/ group companies are prohibited from using this report other than for its sole limited purpose and not to make a copy of this report available to any party other than those required by statute for carrying out the limited purpose of this report.

We have not verified the authenticity of the actual purpose for obtaining this valuation report and have done a pure mathematical calculation based on the information provided to us by the management. This report is issued at the request of BOD for the purpose as mentioned in the first Para of this report.

We will receive a fee for our services in connection with the delivery of this Valuation Report from the company and our fee is not contingent upon the result of proposed transaction and suitability of valuation to the company and other stakeholders.

This report is not meant for meeting any other regulatory or disclosure requirements, save and except as specified as above, under any Indian or Foreign Law, Statute, Act, Guidelines or similar instructions. We would not be responsible for any litigation or other actual or threatened claims.

In no event, will Valuer and its employees, be liable to any party for any indirect, incidental, consequential, special or exemplary damages (even if such party has been advised of the possibility of such damages) arising from any provision of this engagement.

SUBODH KUMAR
DELHI
REGISTERED VALUER

Subodh Kumar
(Registered Valuer)
IBBI Regn- IBBI/RV/05/2019/11705

Annexure – 1

Valuation of Credent Team Private Limited as at September 30, 2025 - NAV method		
All Figures are in Hundreds except no of shares and value per share		
Particulars	**Rs.**	**Rs.**
Non Current Assets		
Tangible Assets		-
Intangible Assets		-
Capital Work in Progress		-
Intangible assets under development		-
Non Current Investment		-
Other Non Current Asset		-
Deferred tax Assets		-
Long Term Loan and Advances		-
Net current assets		
Inventories	-	
Cash & Cash Equivalents	752.06	
Trade receivable	-	
Short Term Loan & Advances	5,590.91	
Other current assets	-	
Current assets	**6,342.97**	
Sundry creditors	-	
Other Current liabilities	724.00	
Short Term Borrowings	-	
Short Term Provisions	-	
Net current assets		**5,618.97**
Total assets		**5,618.97**
Borrowings		
Long Term Borrowings	-	
Long Term Provisions	-	
Other Non Current Liabilities	-	
CCPS	-	
Total borrowings		-
Deferred tax liabilities		-
Net worth - unadjusted		**5,618.97**
Less: contingent liabilities (net of tax)		-
Net Securities value - adjusted		**5,618.97**
Add: Change in Fair value of Investment		-
Adjusted Securities Value		**5,618.97**
No of Equity shares on fully diluted basis (in actual)		**50,000**
Per share book value on fully diluted basis		**11.24**
Per share book value on fully diluted basis (Round off)		**12.00**

SUBODH KUMAR
DELHI
REGISTERED VALUER

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	IN-DL65010956583246X
Certificate Issued Date	:	30-Sep-2025 06:00 PM
Account Reference	:	IMPACC (IV)/ dl835403/ DELHI/ DL-NWD
Unique Doc. Reference	:	SUBIN-DLDL83540360374534051760X
Purchased by	:	CREDENT CONNECT N CARE PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	CREDENT CONNECT N CARE PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	CREDENT CONNECT N CARE PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

सत्यमेव जयते

NOTARY
GAURAV DHAMEJA
Area.DELHI
Reg. No.39728
Exp. Dt: 12/02/2030
GOVT. OF INDIA

10 OCT 2025

Please write or type below this line

For Credent Connect N Care Private Limited

Director

Statutory Alert:

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

Private and Confidential

Date: 10.10.2025

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement ("**Agreement**" or this "**Share Purchase Agreement**") is made and entered into as of **October 10, 2025** ("**Execution Date**") at Delhi, India, By and between,

Amit Gupta, an individual, having PAN **AEUPG9324D** Indian Resident, residing at Flat 1504, Tower 3, CHD Avenue 71, Sector 71, Near Omaxe Mall, Sohna Road, Sector 71, Gurgaon, Haryana - 122001the shareholder of the Company **ALLTRAK TECHNOLOGIES PRIVATE LIMITED**, a company Registered under the Companies Act, 2013, bearing Company Identification No. U72200DL2021PTC389951, having its registered office at House No. B-0003, Ph-4, Nimri Colony Near Bharat Nagar, Ashok Vihar, New Delhi, Delhi, India, 110052 hereinafter referred to as "**Seller**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

AND

CREDENT CONNECT N CARE PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing CIN: U63000DL2015PLC281994, having its registered office at B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052, acting through its duly authorized representative Ms. Dimple Sharma, Director of the Company, (hereinafter referred to as the "**Purchaser**" or "**C3**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The Seller, the Company and the Purchaser are hereinafter referred to individually as such or as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS

A. The authorized share capital of the Company **ALLTRAK TECHNOLOGIES PRIVATE LIMITED** as on the Execution Date, is INR 11,00,000/- (Indian Rupees Eleven Lakhs only) divided into 1,00,000 (One Lakh) Equity Shares (defined below) of face value INR 10/- (Indian Rupees Ten only) each and 10,000 (Ten Thousand) Preference Shares (defined below) of face value INR 10/- (Indian Rupees Ten only).

   The issued and paid-up capital of the Company is INR 1,00,000/- (Indian Rupees One Lakh only) divided into 10,000 (Ten Thousand) Equity Shares of face value INR 10/- (Indian Rupees Ten only) each and 10,390/- (Ten Thousand Three Hundred Ninety) divided into 1,039 (One Thousand Thirty-Nine) Preference Shares of face value INR 10/- (Indian Rupees Ten only) and is held in the manner as set out in Schedule 1.

B. The Seller is the legal and beneficial owner of the Sale Shares (as hereinafter defined) proposed to be sold under this agreement. These Sale of Shares forms an integral part of the issued, subscribed and paid-up Share Capital of the Company as on the Execution Date.

C. Purchaser, intends to purchase and Seller, intend to sell the shares of the Company "**Sale Shares**" (as hereinafter defined) on terms and conditions as set forth herein.

D. The Parties are desirous of recording the agreement reached between them with regard to the purchase of Sale Shares in the manner contemplated herein.

10 OCT 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10. 10. 2025	Date of Signing: 10. 10. 2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area:DELHI Reg. No.39728 Exp. Dt: 12.02.2030 GOVT. OF INDIA

E. The parties acknowledge that all requisite corporate approvals have been or shall be obtained, and that this Agreement is being entered into in accordance with applicable laws and the Memorandum of Association and Articles of Association of the company.

F. The Parties have executed this Agreement supported by duly executed share transfer deeds (Form SH-4). The Agreement specifically governs the payment terms, due diligence, and completion obligations of the Parties.

NOW, THEREFORE, the Seller, the Company and the Purchaser, in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, hereby agreed as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement, unless the context or meaning shall otherwise require, the following words and expressions as used herein shall have the following meanings:

"Applicable Law" or **"Applicable Laws"** shall mean and refer to all applicable statutes, enactments, laws, ordinances, codes, permits, bye-laws, rules, regulations, guidelines, notifications, notices, circulars and/ or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory or taxation authority, tribunal board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively;

"Agreement" shall mean this share purchase agreement, together with the Schedules and Annexure attached hereto, if any, as may be amended from time to time;

"Business Day" shall mean a day on which commercial banks are open and working in their regular course of business in Maharashtra, India;

"Closing" shall have the meaning set out in Clause 4.1 of this Agreement;

"Closing Date" shall have the meaning set out in Clause 4.1 of this Agreement;

"Encumbrance" shall mean and refer to any mortgage, pledge, equitable interest, assignment by way of security, hypothecation, pre-emptive right claim, security interest, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on voting rights, transfer, receipt of income or exercise of any other attribute of ownership , right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"The Company" the Company means ALLTRAK TECHNOLOGIES PRIVATE LIMITED

"Equity Shares" shall mean the equity shares of the Company ALLTRAK TECHNOLOGIES PRIVATE LIMITED having a face value of INR 10/- (Indian Rupee Ten only) each;

"Execution Date" means the date on which this Share Purchase Agreement is duly signed and executed by all the Parties hereto.

10 OCT 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma Credent Connect N Care Private Limited Director	

NOTARY GAL... DELHI Area DELHI Reg. No.39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

"Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government,
"India" shall mean the territory of India and includes the territorial sea and air space above it, as well as any other maritime zone in which India has sovereign rights, other rights and jurisdictions, according to the Indian law and in accordance with inter-national law;

"Party" or **"Parties"** shall have the meaning assigned to the term in the Preamble hereto;

"Person" means any natural person, sole proprietorship, partnership firm, trust, corporate entity or unincorporated association, unincorporated organization, body corporate, corporation, company (including a limited liability partnership), Governmental Authority or any other entity or organization;

"Sale Consideration" shall have the meaning assigned to such term in Clause 2.1 hereto;

"Share" shall mean and refer to the shares of the Company ALLTRAK TECHNOLOGIES PRIVATE LIMITED;

"Sale Shares" means a total of 5000 (Five Thousand) equity shares of the Company, having a face value of INR 10 (Indian Rupee ten) each held by the Seller and contemplated to be sold to the Purchaser. On the terms and subject to the conditions of this Agreement and in lieu of the Consideration detailed in Clause 2 herein below and in reliance of the Purchaser Warranties.

"Stamp Duty" shall mean the stamp duty on share transfer relating to Sale Shares;

"Taxation Authority" means the Income Tax Department of the Republic of India;

1.2 **Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires:

(i) The headings and titles herein are used for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
(ii) References to Schedules are references respectively to the schedules to this Agreement forming an integral part.
(iii) In this Agreement unless the context thereof otherwise requires:
(a) Reference to the singular includes a reference to plural and vice versa;
(b) Reference to any gender includes a reference to all other genders;
(c) Reference to any statute, rules, ordinances or other Laws shall be deemed to include any amendment, replacement or modification thereof.
(d) The word "include", "includes" or "including" shall always be deemed to be followed by the words "without limitation"
(e) The term "Person" shall include any individual, company, corporation, partnership, trust, joint venture, association or other entity, whether incorporated or not.

10 OCT 2025

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

(iv) Unless otherwise expressly stated, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Clause or other subdivision.

(v) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.

(vi) In the event of any conflict or inconsistency between the provisions of the main body of this agreement and any schedule or annexure hereto, the provisions of the main body of this agreement shall prevail, unless expressly stated otherwise.

(vii) Time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

2. SALE AND PURCHASE OF SHARES

2.1 Subject to the terms of this Agreement and for total aggregate purchase consideration for the 5000 (Five Thousand) shall be Rs. 50,000/- ("Sale Consideration"), as determined on the basis of an Independent Valuation report. the Seller hereby agree to sell, transfer and deliver the 5000 equity shares ("Sale Shares') to the Purchaser, and the Purchaser hereby agree to purchase, acquire and accept from the Seller 5000 the sale shares together with all rights incidental rights, title, interest and advantages attached to them.

2.2 The Purchase Consideration shall be paid as follows:

The Purchaser shall issue One Cheques dated 10th October 2025 in favour of the Seller,

Cheque of 50,000/- (Rupees Fifty Thousand Only)

The cheques may be presented and encashed by the Seller on or before 12th January 2026 (within 90 days of issuance).

The Purchaser's obligation to make payment shall remain subject to satisfactory completion of due diligence and compliance with Clause 3 of this Agreement and the purchaser shall be duly bound to close the Due Diligence and pay on or before 15th October 2025.

3. CONDITIONS PRECEDENTS

The obligations of the Seller to sell and Purchaser to purchase the Sale Shares are conditional upon the fulfilment of the conditions precedent set forth below -

Resolution by the Company: The Seller shall deliver to the Purchaser a certified true copy of a resolution passed by its Board of Directors approving the transfer of equity shares.

Authorization by Purchaser: In case of corporate purchaser, the Purchaser shall deliver to the Company and the Seller a certified true copy of a resolution passed by its board of directors (or equivalent decision-making bodies) approving the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party.

Obtaining Valuation Report: The Parties shall obtain a valuation report from a Practicing Chartered Accountant certifying the fair market value per equity share of the Company determined in accordance with

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No.39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

manner prescribed under Section 56(2)(x) and Section 50CA of the Income-Tax Act, 1961, read with Rule 11U, Rule 11UA and Rule 11UAA of the Income-Tax Rules, 1962

Due Diligence: The Purchaser shall have a period of 5 days from the date of execution of this Agreement to carry out a legal, financial, secretarial, and operational due diligence of ALLTRAK TECHNOLOGIES PRIVATE LIMITED.

The Seller shall provide full cooperation, including:

- Access to all statutory records, financial statements, returns, registers, books of accounts, contracts, and agreements of Alltrak Technologies Private Limited.
- Access to management, employees, and auditors of Alltrak Technologies Private Limited.
- Copies of key licenses, approvals, permits, intellectual property registrations, and material contracts.

If any material adverse issue is discovered, the Purchaser shall notify the Seller in writing. The Seller shall, within [5] days, rectify the same or propose a resolution acceptable to the Purchaser.

If such issues are not resolved, the Purchaser shall have the right to terminate this Agreement without any liability.

The Parties confirm that no restraining order, preliminary, temporary, or permanent injunction, stay, writ, investigation, attachment, seizure or other order has been issued by any Governmental Authority restraining, prohibiting, preventing, or otherwise impairing or prejudicing the acquisition or sale of Shares, and no order to this effect is threatened in writing.

4. **CLOSING**

4.1 The Closing shall take place in Delhi, or at such other location as may be mutually agreed by both the parties on or before-12th January 2026.

On and before the closing, the following action shall be undertaken

i. The Purchaser shall pay the consideration to the Seller as per mutually agreed payment schedule.
ii. Notwithstanding the actual time periods involved in completing the above process, all proceedings to be taken and all documents to be executed and delivered by the Purchaser, Seller and the Company shall be deemed to have been taken and executed simultaneously.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 The Seller represents and warrants to the Purchaser that:

a. This Agreement is legal, valid, binding and enforceable against the Seller in accordance with its terms and the Seller has the requisite capacity to execute, deliver and perform its obligations hereunder.
b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Seller is a party.
c. The Seller is the legal and beneficial owner of the Sale Shares and has good, valid, absolute and marketable title to such Sale Shares free and clear of any encumbrance or claim of any person.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No.39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

d. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

e. The Seller shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

f. The Seller has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

5.2 The Seller confirms that each of the Warranties mentioned in Clause 5.1 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.1 above, the Seller, shall report it to Purchaser immediately after such change.

5.3 The Purchaser represents and warrants to the Seller that:

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

b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Purchaser is a party.

c. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

d. The Purchaser is competent and has complete authority and power to enter into the transactions herein and assumes obligations for performance thereof and other agreement and instruments contemplated hereby.

e. The Purchaser shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

f. The Purchaser acknowledges that the Seller is entering into this Agreement, relying on the aforesaid representations and warranties, and the same shall be entitled to treat as conditions of the Agreement.

g. The Purchaser shall provide full support and coordinate with the Seller during the period this whole transaction is in process.

h. The Purchaser has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

i. The Purchaser agrees to hold harmless the seller from any loss, liability, or damage arising from the source of funds used to purchase the shares. This includes any claims, investigations, or legal actions brought against the seller related to the source of funds and all responsibility towards same is solely of purchaser.

5.4 The Purchaser confirms that each of the Warranties mentioned in Clause 5.3 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area:DELHI Reg. No.39728 Exp. Dt: 1/02/2030 GOVT. OF INDIA

10 OCT 2025

aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.3 above, the Purchaser, shall report it to Sellers immediately after such change.

6. GOVERNING LAW

This agreement, including the formation, validity, interpretation, execution, amendment, termination and settlement of any disputes arising under this agreement, will be governed by and construed in accordance with the laws of India. The courts located at Delhi, India shall have exclusive jurisdiction over any disputes or matters arising from or in connection with this Agreement.

7. RESOLUTION OF DISPUTES/ ARBITRATION

If any dispute arises between the Seller and Purchaser during the subsistence of this Agreement or thereafter, in connection with the existence, validity, interpretation, implementation, alleged breach of any provision or termination of this Agreement ("Dispute"), each of the said Party shall endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within five (5) days from the date of the Dispute.

In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to a Sole Arbitrator mutually appointed by the Parties, in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration proceedings shall take place in Delhi and the language of arbitration shall be English. The arbitrators may award the costs of the arbitration, with each party bearing its own expenses, including attorneys' fees, while the fees of the arbitrator will be shared equally by the parties. The arbitrator shall provide a reasoned decision in writing.

8. MISCELLANEOUS

8.1 This Agreement shall be specifically enforceable at the instance of either the Seller or the Purchaser.

8.2 This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

8.3 Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

8.4 No rights, liabilities or obligations under this Agreement shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto. Any Person to whom rights under this Agreement are assigned shall execute a deed of adherence agreeing to be bound by the terms and conditions of this Agreement.

8.5 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 17/02/2030 GOVT. OF INDIA

10 OCT 2025

8.6 This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder.

8.7 The persons signing this Agreement on behalf of the Parties, if any represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

8.8 The Parties to this Agreement shall not be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under the Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part without prior written consent of the Other Parties.

8.9 Nothing in this Agreement shall be deemed to either constitute a partnership between any of the Parties or appoint or recognize any Party as the agent of the other Party for any purpose.

8.10 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

8.11 This Agreement is solely for the benefit of the Parties hereto and is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

8.12 The parties agree that the terms and conditions of this agreement as well as any confidential or proprietary information shared during the negotiation and performance of this agreement shall be kept confidential by the parties and shall not be disclosed by the other Party to any person or entity in any manner whatsoever.

8.13 The parties shall not use any confidential information for any purpose other than as necessary for the performance of this agreement.

9. NOTICES

Any notice or other formal communication required to be sent under this Agreement must be in writing in English and may be delivered in person, or sent by e-mail or courier to the receiving party at the postal address or email set forth below, or at such other address as the parties may from time to time designate in writing:

To the Seller at:

Kind Attn: Mr. Amit Gupta

Address: Flat 1504, Tower 3, CHD Avenue 71, Sector 71, Near Omaxe Mall, Sohna Road, Sector 71, Gurgaon, Haryana - 122001

Mobile No: 9910052513

E-mail: amit.gupta@alltrak.co

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

10 OCT 2025

Date: 10.10.2025

To the Purchaser at:

Kind Attn: **Mr. Dimple Sharma**, Director (DIN:)

CREDENT CONNECT N CARE PRIVATE LIMITED

Address: G-11A, 2nd Floor, Gali No. 5, Arjun Nagar, Krishna Nagar, East Delhi, Delhi 110051

Mobile No. 9811656264

E-mail: Dimplesharma14@gmail.com

or at such other address or email address as it may notify to the other Parties under this Clause.

9.1 Any notice or other communication shall be deemed to have been given:

i. if hand delivered, at the time of delivery; or

ii. if sent by courier, at 10.00 a.m. on the third working day after it was dispatched; or

iii. if sent by email, on the date of transmission, if transmitted before 6.00 p.m. (local time at the place of destination) on any working day in the place of destination and in any other case on the working day following the date of transmission.

9.2 In proving the giving of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and provided to the relevant courier, or that the e-mail was properly addressed and transmitted, as the case may be.

10. ENTIRE AGREEMENT

This Agreement and all other agreements, documents executed by the Parties in carrying out the Closing, constitute the entire agreement between the Parties on the subject matter described in this Agreement and replaces all previous oral or written agreements, contracts, understandings, and communications of the Parties in respect of the subject matter described in this Agreement.

11. FURTHER ASSURANCES

In connection with this Agreement and the transactions contemplated thereby, each party will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such Transactions.

12. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable, or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS THE DAY AND YEAR HEREINABOVE WRITTEN

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

Seller- **AMIT GUPTA**	**For CREDENT CONNECT N CARE PRIVATE LIMITED (Purchaser)** For Credent Connect N Care Private Limited Director **DIMPLE SHARMA** **Authorized Signatory** **DIN:** **Director**
Witness 1- **Name:** **Address:**	**Witness 2-** **Name:** **Address:**

NOTARY
GAURAV DHAMEJA
Area: DELHI
Reg. No. 39728
Exp. Dt: 12/02/2030
GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma	

For Credent Connect N Care Private Limited
Director

10 OCT 2025

Private and Confidential

Date: 10.10.2025

SCHEDULE I

SHAREHOLDING PATTERN AS ON EFFECTIVE DATE

List of Equity Shareholders

Sr. No.	Holder	No. of Shares	Face Value of Shares	% of total shares of the company
1	Amit Gupta	5000	10	50%
2	Tarun Sharma	5000	10	50%
	Total	**10000**	**10**	**100%**

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

10 OCT 2025

Private and Confidential

Date: 10.10.2025

SCHEDULE 2

DETAILS OF THE SALES SHARES AND CONSIDERATION

Name of Seller	Demat Account Details of the Seller	Name of Purchaser	Demat Account Details of the Purchaser	Number of Sale Shares	Consideration (in INR)
Amit Gupta	NA	CREDENT CONNECT N CARE PRIVATE LIMITED	NA	5000	50,000/-

NOTARY
GAURAV DHAMEJA
Area: DELHI
Reg. No.39728
Exp. Dt: 12/02/2030
GOVT. OF INDIA

ATTESTED

Notary Public, Delhi

For CREDENT CONNECT N CARE PRIVATE LIMITED	Amit Gupta
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

10 OCT 2025

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	**IN-DL65011720260065X**
Certificate Issued Date	:	30-Sep-2025 06:01 PM
Account Reference	:	IMPACC (IV)/ dl835403/ DELHI/ DL-NWD
Unique Doc. Reference	:	SUBIN-DLDL83540360375561200482X
Purchased by	:	CREDENT CONNECT N CARE PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	CREDENT CONNECT N CARE PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	CREDENT CONNECT N CARE PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

NOTARY
GAURAV DHAMEJA
Area: DELHI
Reg. No. 39728
Exp. Dt: 12/02/2030
GOVT. OF INDIA

10 OCT 2025

Please write or type below this line

For Credent Connect N Care Private Limited

Director

Statutory Alert:

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

Private and Confidential

Date: 10.10.2025

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (**"Agreement"** or this **"Share Purchase Agreement"**) is made and entered into as of **October 10, 2025** (**"Execution Date"**) at Delhi, India, By and between,

Tarun Sharma, an individual, having PAN **HMBPS8970K** Indian Resident, residing at G-11, 2nd floor, Gali No.-5, Arjun Nagar, Krishna Nagar East Delhi, Delhi-110051 the shareholder of the Company **ALLTRAK TECHNOLOGIES PRIVATE LIMITED**, a company Registered under the Companies Act, 2013, bearing Company Identification No. U72200DL2021PTC389951, having its registered office at House No. B-0003, Ph-4, Nimri Colony Near Bharat Nagar, Ashok Vihar, New Delhi, Delhi, India, 110052 hereinafter referred to as **"Seller"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

AND

CREDENT CONNECT N CARE PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing CIN: U63000DL2015PLC281994, having its registered office at B-3, Second Floor, Nimri Commercial Complex, Ashok Vihar, Phase-4, New Delhi, India 110052, acting through its duly authorized representative Ms. Dimple Sharma, Director of the Company, (hereinafter referred to as the **"Purchaser"** or **"C3"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The Seller, the Company and the Purchaser are hereinafter referred to individually as such or as a **"Party"** and collectively referred to as the **"Parties"**.

WHEREAS

A. The authorized share capital of the Company **ALLTRAK TECHNOLOGIES PRIVATE LIMITED** as on the Execution Date, is INR 11,00,000/- (Indian Rupees Eleven Lakhs only) divided into 1,00,000 (One Lakh) Equity Shares (defined below) of face value INR 10/- (Indian Rupees Ten only) each and 10,000 (Ten Thousand) Preference Shares (defined below) of face value INR 10/- (Indian Rupees Ten only).

   The issued and paid-up capital of the Company is INR 1,00,000/- (Indian Rupees One Lakh only) divided into 10,000 (Ten Thousand) Equity Shares of face value INR 10/- (Indian Rupees Ten only) each and 10,390/- (Ten Thousand Three Hundred Ninety) divided into 1,039 (One Thousand Thirty-Nine) Preference Shares of face value INR 10/- (Indian Rupees Ten only) and is held in the manner as set out in Schedule 1.

B. The Seller is the legal and beneficial owner of the Sale Shares (as hereinafter defined) proposed to be sold under this agreement. These Sale of Shares forms an integral part of the issued, subscribed and paid-up Share Capital of the Company as on the Execution Date.

C. Purchaser, intends to purchase and Seller, intend to sell the shares of the Company "Sale Shares" (as hereinafter defined) on terms and conditions as set forth herein.

D. The Parties are desirous of recording the agreement reached between them with regard to the purchase of Sale Shares in the manner contemplated herein.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

E. The parties acknowledge that all requisite corporate approvals have been or shall be obtained, and that this Agreement is being entered into in accordance with applicable laws and the Memorandum of Association and Articles of Association of the company.

F. The Parties have executed this Agreement supported by duly executed share transfer deeds (Form SH-4). The Agreement specifically governs the payment terms, due diligence, and completion obligations of the Parties.

NOW, THEREFORE, the Seller, the Company and the Purchaser, in consideration of the mutual representations, warranties and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby confirmed, and subject to the terms and conditions set forth in this Agreement, and intending to be legally bound, hereby agreed as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement, unless the context or meaning shall otherwise require, the following words and expressions as used herein shall have the following meanings:

"Applicable Law" or **"Applicable Laws"** shall mean and refer to all applicable statutes, enactments, laws, ordinances, codes, permits, bye-laws, rules, regulations, guidelines, notifications, notices, circulars and/ or judgments, decrees, injunctions, writs or orders of any court, statutory or regulatory or taxation authority, tribunal board or stock exchange in any jurisdiction as may be in force and effect during the subsistence of this Agreement as may be applicable to each of the Parties respectively;

"Agreement" shall mean this share purchase agreement, together with the Schedules and Annexure attached hereto, if any, as may be amended from time to time;

"Business Day" shall mean a day on which commercial banks are open and working in their regular course of business in Maharashtra, India;

"Closing" shall have the meaning set out in Clause 4.1 of this Agreement;

"Closing Date" shall have the meaning set out in Clause 4.1 of this Agreement;

"Encumbrance" shall mean and refer to any mortgage, pledge, equitable interest, assignment by way of security, hypothecation, pre-emptive right claim, security interest, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on voting rights, transfer, receipt of income or exercise of any other attribute of ownership , right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"The Company" the Company means ALLTRAK TECHNOLOGIES PRIVATE LIMITED

"Equity Shares" shall mean the equity shares of the Company ALLTRAK TECHNOLOGIES PRIVATE LIMITED having a face value of INR 10/- (Indian Rupee Ten only) each;

"Execution Date" means the date on which this Share Purchase Agreement is duly signed and executed by all the Parties hereto.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

"Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government,
"India" shall mean the territory of India and includes the territorial sea and air space above it, as well as any other maritime zone in which India has sovereign rights, other rights and jurisdictions, according to the Indian law and in accordance with inter-national law;

"Party" or **"Parties"** shall have the meaning assigned to the term in the Preamble hereto;

"Person" means any natural person, sole proprietorship, partnership firm, trust, corporate entity or unincorporated association, unincorporated organization, body corporate, corporation, company (including a limited liability partnership), Governmental Authority or any other entity or organization;

"Sale Consideration" shall have the meaning assigned to such term in Clause 2.1 hereto;

"Share" shall mean and refer to the shares of the Company ALLTRAK TECHNOLOGIES PRIVATE LIMITED;

"Sale Shares" means a total of 5000 (Five Thousand) equity shares of the Company, having a face value of INR 10 (Indian Rupee ten) each held by the Seller and contemplated to be sold to the Purchaser. On the terms and subject to the conditions of this Agreement and in lieu of the Consideration detailed in Clause 2 herein below and in reliance of the Purchaser Warranties.

"Stamp Duty" shall mean the stamp duty on share transfer relating to Sale Shares;

"Taxation Authority" means the Income Tax Department of the Republic of India;

1.2 **Interpretation**

1.2.1 In this Agreement, unless the context otherwise requires:

(i) The headings and titles herein are used for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
(ii) References to Schedules are references respectively to the schedules to this Agreement forming an integral part.
(iii) In this Agreement unless the context thereof otherwise requires:
(a) Reference to the singular includes a reference to plural and vice versa;
(b) Reference to any gender includes a reference to all other genders;
(c) Reference to any statute, rules, ordinances or other Laws shall be deemed to include any amendment, replacement or modification thereof.
(d) The word "include", "includes" or "including" shall always be deemed to be followed by the words "without limitation"
(e) The term "Person" shall include any individual, company, corporation, partnership, trust, joint venture, association or other entity, whether incorporated or not.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

(iv) Unless otherwise expressly stated, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Clause or other subdivision.

(v) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.

(vi) In the event of any conflict or inconsistency between the provisions of the main body of this agreement and any schedule or annexure hereto, the provisions of the main body of this agreement shall prevail, unless expressly stated otherwise.

(vii) Time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

2. SALE AND PURCHASE OF SHARES

2.1 Subject to the terms of this Agreement and for total aggregate purchase consideration for the 5000 (Five Thousand) shall be Rs. 50,000/- ("Sale Consideration"), as determined on the basis of an Independent Valuation report. the Seller hereby agree to sell, transfer and deliver the 5000 equity shares ("Sale Shares') to the Purchaser, and the Purchaser hereby agree to purchase, acquire and accept from the Seller 5000 the sale shares together with all rights incidental rights, title, interest and advantages attached to them.

2.2 The Purchase Consideration shall be paid as follows:

The Purchaser shall issue One Post-Dated Cheques (PDC) dated 1st December 2025 in favour of the Seller,

Cheque of 50,000/- (Rupees Fifty Thousand Only)

The cheques may be presented and encashed by the Seller on or before 28th February 2026 (within 90 days of issuance).

The Purchaser's obligation to make payment shall remain subject to satisfactory completion of due diligence and compliance with Clause 3 of this Agreement and the purchaser shall be duly bound to close the Due Diligence and pay on or before 1st December 2025.

3. CONDITIONS PRECEDENTS

The obligations of the Seller to sell and Purchaser to purchase the Sale Shares are conditional upon the fulfilment of the conditions precedent set forth below -

Resolution by the Company: The Seller shall deliver to the Purchaser a certified true copy of a resolution passed by its Board of Directors approving the transfer of equity shares.

Authorization by Purchaser: In case of corporate purchaser, the Purchaser shall deliver to the Company and the Seller a certified true copy of a resolution passed by its board of directors (or equivalent decision-making bodies) approving the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party.

Obtaining Valuation Report: The Parties shall obtain a valuation report from a Practicing Chartered Accountant certifying the fair market value per equity share of the Company determined in accordance with

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt. 12/02/2030 GOVT. OF INDIA

10 OCT 2025

manner prescribed under Section 56(2)(x) and Section 50CA of the Income-Tax Act, 1961, read with Rule 11U, Rule 11UA and Rule 11UAA of the Income-Tax Rules, 1962

Due Diligence: The Purchaser shall have a period of 5 days from the date of execution of this Agreement to carry out a legal, financial, secretarial, and operational due diligence of ALLTRAK TECHNOLOGIES PRIVATE LIMITED.

The Seller shall provide full cooperation, including:

- Access to all statutory records, financial statements, returns, registers, books of accounts, contracts, and agreements of Alltrak Technologies Private Limited.
- Access to management, employees, and auditors of Alltrak Technologies Private Limited.
- Copies of key licenses, approvals, permits, intellectual property registrations, and material contracts.

If any material adverse issue is discovered, the Purchaser shall notify the Seller in writing. The Seller shall, within [5] days, rectify the same or propose a resolution acceptable to the Purchaser.

If such issues are not resolved, the Purchaser shall have the right to terminate this Agreement without any liability.

The Parties confirm that no restraining order, preliminary, temporary, or permanent injunction, stay, writ, investigation, attachment, seizure or other order has been issued by any Governmental Authority restraining, prohibiting, preventing, or otherwise impairing or prejudicing the acquisition or sale of Shares, and no order to this effect is threatened in writing.

4. CLOSING

4.1 The Closing shall take place in Delhi, or at such other location as may be mutually agreed by both the parties on or before 28th February 2026.

On and before the closing, the following action shall be undertaken

i. The Purchaser shall pay the consideration to the Seller as per mutually agreed payment schedule.

ii. Notwithstanding the actual time periods involved in completing the above process, all proceedings to be taken and all documents to be executed and delivered by the Purchaser, Seller and the Company shall be deemed to have been taken and executed simultaneously.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Seller represents and warrants to the Purchaser that:

a. This Agreement is legal, valid, binding and enforceable against the Seller in accordance with its terms and the Seller has the requisite capacity to execute, deliver and perform its obligations hereunder.

b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Seller is a party.

c. The Seller is the legal and beneficial owner of the Sale Shares and has good, valid, absolute and marketable title to such Sale Shares free and clear of any encumbrance or claim of any person.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited	

Director

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 29728 Exp. Dt: 12/02/2030 GOVT OF INDIA

10 OCT 2025

d. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

e. The Seller shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

f. The Seller has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

5.2 The Seller confirms that each of the Warranties mentioned in Clause 5.1 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.1 above, the Seller, shall report it to Purchaser immediately after such change.

5.3 The Purchaser represents and warrants to the Seller that:

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

b. The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Purchaser is a party.

c. All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.

d. The Purchaser is competent and has complete authority and power to enter into the transactions herein and assumes obligations for performance thereof and other agreement and instruments contemplated hereby.

e. The Purchaser shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

f. The Purchaser acknowledges that the Seller is entering into this Agreement, relying on the aforesaid representations and warranties, and the same shall be entitled to treat as conditions of the Agreement.

g. The Purchaser shall provide full support and coordinate with the Seller during the period this whole transaction is in process.

h. The Purchaser has read the Agreement and fully understood the same and has entered into the Agreement voluntarily without influence, coercion, force, pressure and in full conscious etc. whatsoever

i. The Purchaser agrees to hold harmless the seller from any loss, liability, or damage arising from the source of funds used to purchase the shares. This includes any claims, investigations, or legal actions brought against the seller related to the source of funds and all responsibility towards same is solely of purchaser.

5.4 The Purchaser confirms that each of the Warranties mentioned in Clause 5.3 above are fair, complete, true and accurate in all aspects as on the Execution Date, and shall be fair, complete, true and accurate in all

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

aspects as on the Closing Date. From the Execution Date till the Closing, if any change has occurred in any item of the Warranty mentioned in Clause 5.3 above, the Purchaser, shall report it to Sellers immediately after such change.

6. GOVERNING LAW

This agreement, including the formation, validity, interpretation, execution, amendment, termination and settlement of any disputes arising under this agreement, will be governed by and construed in accordance with the laws of India. The courts located at Delhi, India shall have exclusive jurisdiction over any disputes or matters arising from or in connection with this Agreement.

7. RESOLUTION OF DISPUTES/ ARBITRATION

If any dispute arises between the Seller and Purchaser during the subsistence of this Agreement or thereafter, in connection with the existence, validity, interpretation, implementation, alleged breach of any provision or termination of this Agreement ("Dispute"), each of the said Party shall endeavor to settle such Dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if not resolved within five (5) days from the date of the Dispute.

In the event the Dispute is not settled in accordance with the above sub-clause, either of the Seller or the Purchaser shall be entitled to serve a notice in writing referring the Dispute to a Sole Arbitrator mutually appointed by the Parties, in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration proceedings shall take place in Delhi and the language of arbitration shall be English. The arbitrators may award the costs of the arbitration, with each party bearing its own expenses, including attorneys' fees, while the fees of the arbitrator will be shared equally by the parties. The arbitrator shall provide a reasoned decision in writing.

8. MISCELLANEOUS

8.1 This Agreement shall be specifically enforceable at the instance of either the Seller or the Purchaser.

8.2 This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

8.3 Each Party shall bear its own legal, accounting, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement and the transactions contemplated herein.

8.4 No rights, liabilities or obligations under this Agreement shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto. Any Person to whom rights under this Agreement are assigned shall execute a deed of adherence agreeing to be bound by the terms and conditions of this Agreement.

8.5 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement (together with any amendments or modifications thereof) contain the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited	

Director

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 38728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

8.6 This Agreement shall be governed and interpreted by and construed in accordance with the substantive laws of India, without giving effect to the principles of conflict of laws thereunder.

8.7 The persons signing this Agreement on behalf of the Parties, if any represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

8.8 The Parties to this Agreement shall not be entitled to, nor shall they purport to, assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under the Agreement nor grant, declare, create or dispose of any right or interest in it, in whole or in part without prior written consent of the Other Parties.

8.9 Nothing in this Agreement shall be deemed to either constitute a partnership between any of the Parties or appoint or recognize any Party as the agent of the other Party for any purpose.

8.10 No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

8.11 This Agreement is solely for the benefit of the Parties hereto and is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

8.12 The parties agree that the terms and conditions of this agreement as well as any confidential or proprietary information shared during the negotiation and performance of this agreement shall be kept confidential by the parties and shall not be disclosed by the other Party to any person or entity in any manner whatsoever.

8.13 The parties shall not use any confidential information for any purpose other than as necessary for the performance of this agreement.

9. NOTICES

Any notice or other formal communication required to be sent under this Agreement must be in writing in English and may be delivered in person, or sent by e-mail or courier to the receiving party at the postal address or email set forth below, or at such other address as the parties may from time to time designate in writing:

To the Seller at:

Kind Attn: **Mr. Tarun Sharma**

Address: G-11, 2nd floor, Gali No.-5, Arjun Nagar, Krishna Nagar East Delhi, Delhi-110051

Mobile No: 9971777199

Email: tarun.sharma@c3logistics.co.in

NOTARY GAURAV DHAMEJA Area:DELHI Reg. No.39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10. 10. 2025	Date of Signing: 10. 10. 2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

10 OCT 2025

Private and Confidential

Date: 10.10.2025

To the Purchaser at:

Kind Attn: **Mr. Dimple Sharma**, Director (DIN: 05176775)

CREDENT CONNECT N CARE PRIVATE LIMITED

Address: G-11A, 2nd Floor, Gali No. 5, Arjun Nagar, Krishna Nagar, East Delhi, Delhi 110051

Mobile No. 9811656264

E-mail: Dimplesharma14@gmail.com

or at such other address or email address as it may notify to the other Parties under this Clause.

9.1 Any notice or other communication shall be deemed to have been given:

i. if hand delivered, at the time of delivery; or

ii. if sent by courier, at 10.00 a.m. on the third working day after it was dispatched; or

iii. if sent by email, on the date of transmission, if transmitted before 6.00 p.m. (local time at the place of destination) on any working day in the place of destination and in any other case on the working day following the date of transmission.

9.2 In proving the giving of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and provided to the relevant courier, or that the e-mail was properly addressed and transmitted, as the case may be.

10. ENTIRE AGREEMENT

This Agreement and all other agreements, documents executed by the Parties in carrying out the Closing, constitute the entire agreement between the Parties on the subject matter described in this Agreement and replaces all previous oral or written agreements, contracts, understandings, and communications of the Parties in respect of the subject matter described in this Agreement.

11. FURTHER ASSURANCES

In connection with this Agreement and the transactions contemplated thereby, each party will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and such Transactions.

12. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable, or prohibited by Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS THE DAY AND YEAR HEREINABOVE WRITTEN

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

10 OCT 2025

Private and Confidential

Date: 10.10.2025

Seller- **TARUN SHARMA**	**For CREDENT CONNECT N CARE PRIVATE LIMITED (Purchaser)** For Credent Connect N Care Private Limited **DIMPLE SHARMA** **Authorized Signatory** **DIN: 05176775** **Director**
Witness 1- **Name:** **Address:**	**Witness 2-** **Name:** **Address:**

NOTARY GAURAV DHAMEJA Area:DELHI Reg. No.39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

10 OCT 2025

Private and Confidential

Date: 10.10.2025

SCHEDULE I

SHAREHOLDING PATTERN AS ON EFFECTIVE DATE

List of Equity Shareholders

Sr. No.	Holder	No. of Shares	Face Value of Shares	% of total shares of the company
1	Credent Connect N Care Private Limited	5000	10	50%
2	Tarun Sharma	5000	10	50%
	Total	**10000**	**10**	**100%**

NOTARY GAURAV DHAMEJA Area:DELHI Reg. No.39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited	

Director

10 OCT 2025

SCHEDULE 2

DETAILS OF THE SALES SHARES AND CONSIDERATION

Name of Seller	Demat Account Details of the Seller	Name of Purchaser	Demat Account Details of the Purchaser	Number of Sale Shares	Consideration (in INR)
Tarun Sharma	NA	CREDENT CONNECT N CARE PRIVATE LIMITED	NA	5000	50,000/-

NOTARY GAURAV DHAMEJA Area: DELHI Reg. No. 39728 Exp. Dt: 12/02/2030 GOVT. OF INDIA

ATTESTED

Notary Public, Delhi

For CREDENT CONNECT N CARE PRIVATE LIMITED	Tarun Sharma
Date of Signing: 10.10.2025	Date of Signing: 10.10.2025
Name: Dimple Sharma For Credent Connect N Care Private Limited Director	

10 OCT 2025