



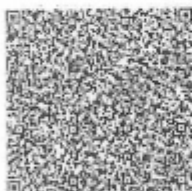
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL34098989605157W
Certificate Issued Date	: 27-Jan-2024 03:26 PM
Account Reference	: IMPACC (IV)/ dl1101103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL110110330490895714267W
Purchased by	: DEVKI NANDAN ADVISORY PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DEVKI NANDAN ADVISORY PRIVATE LIMITED
Second Party	: DYS ROYALS PRIVATE LIMITED AND OTHERS
Stamp Duty Paid By	: DEVKI NANDAN ADVISORY PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Please write or type below for use

For DYS Royals Pvt. Ltd.
Rohan Baweja
Director/Authorized Signatory

*tan
etc*

Statutory Alerts

1. The authenticity of this Stamp certificate should be verified at www.shresthstamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on the Certificate will be available on the website / Mobile App, reports if invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.



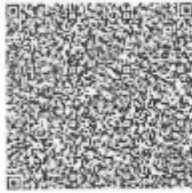
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Please write or type below this line

For DYS Royals Pvt. Ltd. a
Pawan Bhatia
Director/Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at <https://stampcertificates.nctdelhi.gov.in> or using the Stamp Mobile App of Govt. of Delhi. Any discrepancy in the details on the Certificate and its activation on the website / Mobile App renders it invalid.
2. The value of checking the signature is on the user of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is executed on Monday 11th day of March 2024
by and between

Sr. No.	Name of the Seller	Address	Number of Shares	Percentage (%)	Form of holding
1	DEVKI NANDAN ADVISORY PRIVATE LIMITED (PROMOTER)	304, Shoppers Plaza-V, Govt Servant Co-Op Hsg Soc Opp. Municipal Market, C.G. Road, Navrangpura Ahmedabad 380009, Gujarat	1,48,850	7.40	Demat

All Constituted as Promoter Group of **Saanvi Advisors Limited** (CIN: L74140GJ1981PLC084205) (which expression shall, unless repugnant to the meaning or context thereof, include its successors, or as the case may be, the executors and administrators of the Seller) of the other part.

AND

Mr. Dev Sethi S/o Mrs. Purna Sethi R/o H. No. E 2256, Ansal Palam Vihar, Choma (62), Gurgaon, Haryana-122017 (PAN: MGLPS4439J) (hereinafter referred to as 'Acquirer-1') (which expression shall, unless repugnant to the meaning or context thereof, include their successors, heirs or as the case may be, the executors and administrators of the Acquirers) of the other part.

AND

DYS Royals Private Limited (CIN: U51909DL2012PTC234168) a Company incorporated under the provisions of Companies Act, 2013 and having its registered office at Office No. 245, 2nd Floor, MP Mall MP Block, Pitampura, North West Delhi 110034 India, (hereinafter referred to as 'Acquirer-2') (which expression shall, unless repugnant to the meaning or context thereof, include their successors, heirs or as the case may be, the executors and administrators of the Acquirers) of the other part.

WHEREAS

1. The Seller constitutes the Promoter of **Saanvi Advisors Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at 304, Shoppers Plaza V, Govt. Servants Hsg. Society Ltd


DEVKI NANDAN ADVISORY PRIVATE LIMITED

Director/Authorised Signatory

For **DYS Royals Pvt. Ltd.**

Director/Authorised Signatory

Opp. Municipal Market, CG Road, Navrangpura, Ahmedabad GJ 380009
IN (hereinafter referred to as the "Company").

2. As on the date hereof, the Authorised Share Capital of the Company is Rs. 3,25,00,000/- (Rupees Three Crore Twenty-Five Lakhs only) consisting of 32,50,000 Equity Shares of Rs.10/- each and the Issued, Subscribed and paid-up Capital of the Company is Rs.2,01,05,000/- (Rupees Two Crore One Lakh Five Thousand only) consisting of 20,10,500 Equity Shares of Rs.10/-each.
3. The Seller is the registered member and beneficial owner of 1,48,850 fully paid-up equity shares of Rs.10/- each of the Company and is selling total 1,48,850 fully paid-up equity shares, comprising 7.40% of the present total paid-up Equity share capital of the Company.
4. The shares of the Company are listed on Metropolitan Stock Exchange of India Limited, Mumbai.
5. The Seller has agreed to sell to the Acquirers the agreed shareholding of the Seller in the Company and the Acquirers have agreed to purchase the same along with the control of the Company at the Purchase Consideration and on the terms and conditions contained in this Agreement.

This Agreement witnessed and it is hereby agreed by and between the parties hereto as under: -

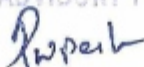
1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- a. "Authorities" means all relevant Governmental and / or Statutory Authorities including Securities and Exchange Board of India ("SEBI") and Reserve Bank of India ("RBI");
- b. "Completion" means the completion of obligations by each Party with respect to the sale of the Sale Shares.
- c. "Demat shares" means Shares held in dematerialized or shares other than physical shares.
- d. "Effective date" means 22nd Working Day from the date of Detailed Public Statement which shall be deemed to be the effective date.

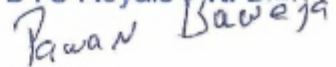


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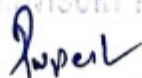
Director/Authorized Signatory

- e. "Encumbrance" means any pre-emptive right, option, covenant, restriction, privilege, claim, right, charge, mortgage, lien, hypothecation, pledge or other security interest, whether imposed by contract, understanding or operation of law;
- f. "Outstanding Dues" means the aggregate loans and other liabilities due by the Company the date of execution of this Agreement as per details stated in **Schedule III**;
- g. "Party" or "Parties" means a party or parties to this Agreement;
- h. "Purchase Consideration" means the price specified in Clause 2.4 to be paid by the Acquirers to the Seller in consideration of the Sale Shares;
- i. "Sale Shares" means Equity shares held by the Seller comprising 7.40% of the existing total paid-up capital of the Company as on the date hereof;
- j. "Shares" means Equity Shares of Rs.10/- each fully paid-up in the share capital of the Company;
- k. SPA Consideration means sum of Rs.22,17,865/- (Rupees Twenty-Two Lakhs Seventeen Thousand Eight Hundred and Sixty-Five Only)
- l. "Stock Exchange" means MSEI Limited, Mumbai;
- m. "Takeover Regulations" means the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011; and amendments and thereof;
- n. "Transfer Date" shall mean the next business day following (i) the date not later than 60 (sixty) days from the date of execution of this Agreement, or (ii) the date on which the last of the conditions precedent under Clause 3.1 are fulfilled, or (iii) the date on which the requirements of the Takeover Regulations are completed, whichever is later.
- o. Manager to the Offer means, a SEBI registered Category - I, Merchant Banker to be appointed by the Acquirers for completion of the open offer formalities.

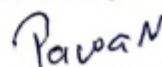
1.2 In this Agreement, unless the context otherwise requires;



DEVKI NANDAN ADVISORY PRIVATE LIMITED



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For DYS Royals Pvt. Ltd.

 Pawan Baweja
 Director/Authorized Signatory

- i) References to the plural number shall include references to the singular number and vice-versa;
- ii) References to "person" shall include references to a firm, Company, body, corporate;
- iii) References to Articles, Clauses and Schedule shall mean references to Articles and Clauses of and Schedules to this Agreement;
- iv) Reference to "accounts" or Accounts shall include the relevant balance sheet, profit and loss account, together with all documents which are required to be annexed to the accounts of the Company, which are to be laid before the Company in general meeting.

1.3 Headings used herein are only for ease of reference and shall not be used to interpret or restrict the meaning of the provisions of this agreement.

1.4 The Schedules shall form an integral part of this Agreement and references to this Agreement shall include references to the Schedules.

2. AGREEMENT TO SELL SHARES

2.1 The Seller shall sell to the Acquirers and the Acquirers shall, subject to the fulfilment of the conditions specified in Clause 3, and relying on the several representations and undertakings of the Seller hereinafter contained, purchase the Sale Shares, free from all encumbrances and defects for the Purchase Price and on the terms and conditions hereinafter contained.

2.2 The Seller shall give to the Acquirers Delivery instruction slip for demat shares duly signed and the same will be transferred post effective date subject to Acquirers depositing 100% of the Open Offer consideration (assuming full acceptance) in the Escrow Account in accordance with Regulation 22(1) of Takeover regulations or If Acquirers do not opt to deposit 100% of the Open Offer consideration (assuming full acceptance) in the Escrow Account in accordance with Regulation 22(1) of Takeover regulations then Shares will be transferred post Transfer Date.

2.3 The Acquirers shall acquire the Sale Shares as given hereunder and more details and mentioned in Schedule II:

For DYS Royals Pvt. Ltd.



DEVKI NANDAN ADVISORY PRIVATE LIMITED


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Name of Acquirers	Number of Shares	% of present paid up Capital
Dev Sethi	74,425	3.70
DYS Royals Private Limited	74,425	3.70
TOTAL	148,850	7.40

- 2.1 The Purchase Consideration for the Sale Shares shall be at the rate of Rs.14.90/- per share. The Acquirers shall pay the Purchase Consideration relatable to the Sale Shares acquired by such Acquirers at the time of transfer of shares.
- 2.2 The Purchase Consideration has been fixed based on the negotiations between the Acquirers and the Seller as mutually agreed upon.
- 2.3 The aggregate Purchase Consideration for the Sale Shares being a sum of Rs.22,17,865/- (Rupees Twenty-Two Lakhs Seventeen Thousand Eight Hundred and Sixty-Five Only) would be paid to the Seller as per schedule mentioned in aforesaid clause 2.4 of these presents.
- 2.4 The Acquirers shall pay 100% of the SPA Consideration to the Seller by Cheque or RTGS or in such other manner as may be specified by the Seller.

3. CONDITIONS OF AGREEMENT

3.1 Compliance with Takeover Regulations

- 3.1.1. The sale and purchase of the Sale Shares shall be subject to compliance with the provisions of the Takeover Regulations.
- 3.1.2. The Seller and Acquirers shall cause the Company to comply with the provisions of the Takeover Regulations.
- 3.1.3. In case of non-compliance with any of the provisions of the Takeover Regulations by the Company, this agreement for sale of the Sale Shares shall not be acted upon by either Seller or the Acquirers.
- 3.1.4. The Acquirers shall pay 100% of the SPA Consideration to the Seller by Cheque, RTGS, NEFT or in such other manner as may be specified by the Seller.

3.1.5. DUE DILIGENCE

The Acquirers has, prior to execution hereof, carried out a financial and legal due diligence with respect to the Company based on information /documents supplied by the Seller to the Acquirers and have relied upon

For DYS Royals Pvt. Ltd.



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the accounts of the Company and have satisfied themselves with the due diligence review of the information / documents including the Accounts.

The Acquirers shall be entitled to any additional information that the Acquirers may require in relation to the Company pursuant to any further clarifications required in view of the due diligence carried out by the Acquirers.

The Seller shall ensure that the Acquirers and its authorised representatives are permitted to have access to all its books, accounts, papers, records and documents and that the Acquirers and its authorised representatives shall be entitled to copies of and extracts from the books, accounts, papers, records and documents of the Company.

4. REPRESENTATIONS

4.1. Representations relating to the Company

The Seller hereby represent to the Acquirers that all matters requiring disclosure or as are material have been fully and completely disclosed to the best of the Seller's knowledge and belief and are as set in **Schedule IV** herein and the accounts give a true and fair view of the state of affairs of the Company.

4.2. Representations relating to the Sale Shares

The Seller hereby represents to the Acquirers that:

- i) The Seller has full authority and power to sell the Sale Shares;
- ii) The Sale Shares are fully paid-up, duly authorised and free from all Encumbrances and defects in title whatsoever and on transfer post effective date, the Acquirers shall get a good title to the Sale Shares;
- iii) The Sale Shares are not subject to any pre-emptive or other rights;
- iv) The Sale Shares are not subject to any lock-in or other restrictions on sale under any applicable law or regulation.
- v) The Seller have not given any non-disposal undertaking to any Lender in respect of the Sale Shares;
- vi) The Sale Shares rank pari-passu in all respects to the existing shares;



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- vii) The Sale Shares are not the subject matter of any suit or other proceeding or subject to any prohibition, injunction or restriction on sale under any decree or order of any Court or other authority;
- viii) The Seller have not entered into any agreement for sale in respect of the Sale Shares with any other person nor has the Seller granted any options in respect of the Sale Shares to any third party;
- ix) There are no outstanding warrants or options in favour of any persons entitling such persons to acquire Shares in the Company other than the right of conversions granted to financial institutions for conversion of their loans to Equity, details of such loans have been separately given to the Acquirers in writing;
- x) None of the Seller has acquired any shares in the Company during the preceding 12 (twelve) months prior to the date of this Agreement;

4.3. Representations as to Status

4.3.1. Each Party hereby represents to the other that:

- i) They have the power to enter into and perform their respective obligations under this Agreement.
- ii) All actions, conditions and things required to be taken, fulfilled and done
 - (a) to enable them to enter into and perform its obligations hereunder and
 - (b) to ensure that the obligations are legally binding and enforceable have been taken, fulfilled and done.

4.3.2. The Seller hereby represents to the Acquirers that:

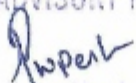
- i) The entry into this Agreement and the performance of their obligations hereunder do not and will not conflict with the Memorandum and Articles of Association of the Company or any agreement to which the Seller or the Company is a party or any order of any authority which is binding on the Seller or the Company; and
- ii) The Seller by virtue of its shareholding in the Company or otherwise, is in a position to ensure that the Company will comply with the covenants set out under Article 6.

4.4. Validity of Representations

The representations of the Seller and Acquirers herein before contained are true and correct on the date hereof and will remain true and correct as on the Transfer Date.



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5. UNDERTAKINGS AND COVENANTS BY SELLER

5.1. Positive Covenants

5.1.1. During the currency of this Agreement and pending completion, the Seller hereby undertakes and covenants to the Acquirers that:

- i) The Company shall carry on its business in the normal course as it was being carried on prior to the execution of this agreement.
- ii) The Company shall inform the Acquirers of any material event which adversely affects or is likely to affect the business, properties or assets of the Company.
- iii) The Company shall maintain its books of accounts in accordance with generally accepted accountancy principles to reflect the true and correct state of affairs of the Company.
- iv) The Seller shall inform the Acquirers of any material litigation or winding-up or other proceedings initiated or threatened against the Company or of the appointment of a receiver or administrator in respect of any properties or assets of the Company.
- v) The Company shall pay all taxes, assessments, duties and levies legally payable, from time to time. The company shall comply all the compliances applicable to it by applicable relevant statutes.
- vi) The Seller shall provide or cause to be provided to Acquirers any information in relation to the business, operations, finances, properties, assets and the Acquirers may require liabilities of the Company as.
- vii) The Seller shall exercise its voting rights in the Company in such manner so as to give full effect to the provisions of this Agreement.

5.1.2. The Seller shall ensure that the Company continues to carry on its business in a proper manner and the Seller shall comply with all directions given by the Acquirers in relation to the business of the Company.

5.2. Negative Covenants

5.2.1. During the currency of this agreement and pending completion, the Seller hereby undertakes and covenants to the Acquirers that the Seller shall not:



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For DYS Royals Pvt. Ltd.


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- i) Sell or dispose of or agree to sell or dispose of the Sale Shares to any other person;
- ii) Create any encumbrance in respect of the Sale Shares;
- iii) Acquire or subscribe to any further shares or any other securities of the Company.

5.2.2. During the currency of this agreement and pending completion, the Seller undertake and covenant to the Acquirers that the Company shall not, except with the previous written consent of the Acquirers

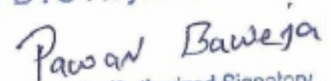
- i) Undertake any new project or business or alter or close any existing business of the Company.
- ii) Alter, whether by way of reduction or increase or otherwise, the authorised or issued share capital of the Company.
- iii) Issue any debentures or warrants or other securities of the Company, whether or not convertible into shares.
- iv) Change the composition of the Board of Directors of the Company except without specific written permission of Acquirers.
- v) Sell, transfer or otherwise dispose any immoveable property or other assets or property of the Company.
- vi) Assume, guarantee or in any manner become directly or contingently liable for the obligations of any third party.
- vii) Make any loans or grant any credit to any person except without specific written permission of Acquirers.
- viii) Incur any further indebtedness, whether by way of loans or otherwise except working capital finance or credit obtained from banks in the ordinary course of business.
- ix) Alter its Memorandum and Articles of Association.
- x) Effect any scheme of amalgamation, arrangement or re-organization in relation to the Company.
- xi) Declare or pay any dividends on its shares.
- xii) Create any fresh encumbrances on any of the properties or assets of the Company.



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xiii) Enter into any transaction, which may have material adverse effect on the net worth of the Company.

5.2.3 The Seller agrees, accept acknowledge and confirm that they shall not in their individual capacity or jointly with other Seller claim, demand, raise or create any right or interest on the sale shares

6. UNDERTAKINGS & COVENANTS BY THE ACQUIRERS

The Acquirers hereby represents and warrants to the Seller as follows:

6.1 The execution of this Agreement by the Acquirers does not contravene or violate or constitute a default of or require any consent or notice under any provision of any Agreement to which the Acquirers is a party or by which the Acquirers is bound.

6.2 There are not judicial or administrative actions, proceedings or investigations pending or overtly threatened against the Acquirers which would have a material adverse effect on its capacity to perform its obligations under this Agreement.

7. OUTSTANDING DUES

7.1. It is agreed that outstanding dues till 31.12.2023 would cease to and have ceased to carry interest and would be repaid by the Company on or before completion of offer.

7.2. There are no other outstanding dues or liabilities of the Company except as disclosed.

8. PAYMENT OF CONSIDERATION

- i) The Seller shall give to the Acquirers Delivery instruction slip for demat shares duly signed and the same will be transferred post effective date subject to Acquirers depositing 100% of the Open Offer consideration (assuming full acceptance) in the Escrow Account in accordance with Regulation 22(1) of Takeover regulations or If Acquirers do not opt to deposit 100% of the Open Offer consideration (assuming full acceptance) in the Escrow Account in accordance with Regulation 22(1) of Takeover regulations then Shares will be transferred post Transfer Date subject to payment of SPA Consideration.
- ii) The Acquirers shall lodge signed delivery instruction slip with Depository participants after the effective date or transfer date as may be relevant.

For DYS Royals Pvt. Ltd.

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- iii) The Acquirers shall pay the Purchase Consideration for the Sale Shares shall be at the rate of Rs.14.90/- per share. The Acquirers shall pay the Purchase Consideration relating to the Sale Shares acquired by such Acquirers at the time of Transfer of Shares.
- iv) The Acquirers intend to seek a reconstitution of the Board of Directors of the Company after successful completion of Takeover.

9. INDEMNITY

- 9.1. The Seller acknowledges that the Acquirers have agreed to purchase the Sale Shares relying on the representations of the Seller. In the event of any representation being found to be incorrect, the Seller shall indemnify and shall save, keep harmless and indemnified the Acquirers from and against all actions, proceedings, demands, loss, claims, damages costs, charges and expenses, which the Acquirers may suffer or incur as a result of such incorrect representation.
- 9.2. In the event of there arising any undisclosed liabilities over and above the liabilities disclosed to the Acquirers or as disclosed in the accounts of the Company for the financial year (or period ended) ended 31.12.2023 and such liabilities including any penalties of any statutory authorities arise out of an act of commission or omission of the Seller or the Company prior to the transfer date, the Seller shall indemnify and shall save keep harmless and indemnified the Company as also the Acquirers or their associates from and against all actions, proceedings, demands, loss, claims, damages, costs, charges and expenses which the Company or the Acquirers may suffer or incur as a result of such liabilities.
- 9.3. The Seller shall indemnify and save, keep harmless and indemnified the Acquirers of and from any action, proceeding, claim, demand, loss, damage, costs, charges and expenses which the Acquirers may suffer or incur as a result of breach of any undertaking or covenant given by the Seller under this Agreement.
- 9.4. The indemnity provisions contained in this clause shall survive the termination of this Agreement.
- 9.5. The Acquirers acknowledge that the Seller have agreed to sell the Sale Shares relying on the representations of the Acquirers. In the event of any representation being found to be incorrect, the Acquirers shall indemnify and shall save, keep harmless and indemnified the Seller from and against all actions, proceedings, demands, loss, claims, damages costs, charges and expenses which the Seller may suffer or incur as a result of such incorrect representation.



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Director/Authorised Signatory

For DYS Royals Pvt. Ltd.
Pawan Baweja

Director/Authorized Signatory

- 9.6. The Seller hereby undertake to intimate the Acquirers for any instance of revocation or suspension of the Power of Attorney referred hereinabove during the currency of open offer under SEBI (SAST) Regulations, 2011.
- 9.7. The Seller hereby undertake to pay additional Rs.10 lacs (Rupees Ten Lacs only) apart from Refund of Advances received under this agreement to the Acquirer in event of non-performance or the cancellation of this agreement by seller or the agreement become impossible to perform in the event /act occurred or to be occurred due to act of Seller in addition to the amount taken under this Agreement;
- 9.8. The Acquirers also hereby undertake to pay Rs. 10 lacs (Rupees Ten Lacs only) to the Seller in event of non performance or the cancellation of the agreement by Acquirer or the agreement become impossible to perform in the event/act occurred or to be occurred due to act of Acquirer. For the sake of clarity amount paid under this agreement will be adjusted from Rs.10 lacs (Rupees Ten Lacs only) payable under this clause.

10. TERMINATION

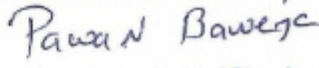
- 10.1. In case the Seller do not fulfil the conditions precedent from the date of execution of this agreement by the parties or in case of any material misrepresentation by the Seller or the Acquirers find there is a material discrepancy in the accounts of the Company or in the case of any material breach of any undertaking or covenant by the Seller hereunder may, at its option, by notice in writing to the Seller terminate this agreement and such termination shall be binding on the other Acquirers and the Seller.
- 10.2. At any time prior to the Transfer Date, Acquirers may, at its option, by notice in writing terminate this agreement, forthwith on an order of winding-up being passed against the Company or the Company passes a resolution for winding-up and such termination shall be binding on the other Acquirers and the Seller.
- 10.3. In case the Acquirers do not fulfil the conditions precedent from the date of execution of this agreement by the parties or in case of any material misrepresentation by the Acquirers or the Seller find that there is a litigation / fraud or any adverse proceeding is against the Acquirers or in the case of any material breach of any undertaking or covenant by the Acquirers hereunder may, at its option, by notice in writing to the Acquirers terminate this agreement and such termination shall be binding on the other Acquirers and the Seller.
- 10.4. The termination of this agreement shall not affect any rights and obligations of the parties arising prior to termination.

DEVKI NANDAN ADVISORY PRIVATE LIMITED

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Director/Authorised Signatory

For DYS Royals Pvt. Ltd.


Director/Authorized Signatory

11. CONFIDENTIALITY

- 11.1. Save as required under the Takeover Regulations, the parties shall keep confidential all matters relating to this agreement and shall not make public or make any disclosures to any third person of the fact of execution of this agreement, except such disclosure as may be required to be made to any authority or institution.
- 11.2. All communications between the parties and all information and other material received by any of them from the other of them which is by its nature or is intended to be received by the recipient as confidential, and any information relating to the business of the other party which is received pursuant to the transactions contemplated under this agreement shall be kept confidential by the recipient and not disclosed to any person save and except such disclosure as is required (i) under any law or (ii) by any judicial or administrative order of any authority or unless, the same (i) is a part of public domain or (ii) which comes to the knowledge of the recipient otherwise than from the Seller or in pursuance hereof.
- 11.3. The confidentiality obligations contained in this clause shall survive the completion of the transactions contemplated hereunder or termination of this Agreement.

12. **FINANCIALS:** The financials or a statement of accounts shall be annexed along with this Agreement which shall reflect and give a true and fair view of the affairs of the Company.

13. COSTS

- 13.1. All costs and expenses (including stamp duty on this agreement) shall be borne and paid by the Acquirers.
- 13.2. The Acquirers shall bear the stamp duty in relation to transfer of the Sale Shares or reimburse the same to the Seller.
- 13.3. Each party shall bear the costs of its respective legal advisers, accountants and other advisers.

14. LANGUAGE

This Agreement is written in English language and executed in two (2) copies, one for the Acquirers and one for the Seller and each of which shall be deemed to be an original. The English language text of Agreement shall prevail over any translation thereof.

15. AMENDMENT



DEVKI NANDAN ADVISORY PRIVATE LIMITED


Director/Authorised Signatory

For DYS Royals Pvt. Ltd.

Director/Authorized Signatory

Any amendment or variation to this agreement may be made only by a written agreement between the parties.

16. ASSIGNMENT

Neither party shall assign its rights and obligations under this agreement to any other person.

17. PREVALANCE OF AGREEMENT

In case of inconsistency or conflict between this agreement and any other document previously executed between the parties, the provisions of this agreement shall prevail.

18. TIME OF ESSENCE

Any time, date or period mentioned herein may be extended by agreement between the parties but as regards any time, date or period originally fixed or extended as aforesaid, time shall be of the essence.

19. FURTHER ACTS

Each party undertakes to do all such acts, deeds matters and things and to execute all such further and other deeds, writings and agreements and take all such steps as may be required to give effect to the provisions of this agreement.

20. ARBITRATION

All disputes and difference, if any, which may arise between the parties hereto relating to or in any manner concerning or affecting these presents and which are not be settled by mutual discussion shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force, The arbitral tribunal shall consist of three arbitrators, one of whom shall be appointed by each party and the third arbitrator shall be appointed by the two arbitrators appointed by the parties. Any decision of the arbitral tribunal shall be made by a majority of its members. The arbitration proceedings shall be held in Ahmedabad. The Award passed by the Arbitral Tribunal shall be binding on both parties of this Agreement.

21. GOVERNING LAW AND JURISDICTION

In respect of any matter arising out of this Agreement, the Parties agree that the laws of India shall govern the interpretation, validity and

For DYS Royals Pvt. Ltd.

Pawan Baweja
Director/Authorized Signatory

DEVKI NANDAN ADVISORY PRIVATE LIMITED

Rupesh
Director/Authorised Signatory

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[Signature]

performance of the terms and conditions of this Agreement and any matter or issues arising or any dispute arising out of this Agreement, the Parties agree to submit to the exclusive jurisdiction of the Courts of Ahmedabad.

22. NOTICES

All notices required to be given or made hereunder shall be in writing and delivered personally or sent by prepaid registered post or facsimile transmission addressed to the intended recipient thereof at its address or facsimile number given below:

To the Seller:

DEVKI NANDAN ADVISORY PRIVATE LIMITED
K./A. Mr. Roopesh Ved, Director
Mobile No. 9825415001
Email: devkinandan304@gmail.com

To the Acquirers:

1. Dev Sethi
Mobile No. +91-9810084714
Email: devsethi2256@gmail.com
2. DYS Royals Private Limited
Mobile No. +91-9810074761
Email No. dysroyals2021@gmail.com

Any such notice shall be deemed to have been duly served if given or made by facsimile transmission, immediately on receipt of an 'ok' transmission report by the Sender, or if given personally on delivery thereof to the address of the recipient, or if given by registered post, five days after posting the same by registered post.

23. COUNTERPARTS

This agreement shall be executed in two counterparts, one to be retained by each party, each of which shall constitute the original but both of which when taken together shall constitute one and the same agreement.

IN WITNESS WHERE OF the parties hereto have executed these presents on this the 11th day of March, 2024.

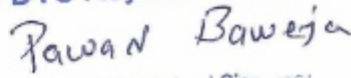
SIGNED AND DELIVERED

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DEVKI NANDAN ADVISORY PRIVATE LIMITED

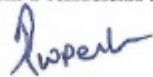

Director/Authorised Signatory

For DYS Royals Pvt. Ltd.


Director/Authorised Signatory



by the within named Seller)
For Devki Nandan Advisory Private Limited



Roopesh Mathurdas Ved
Director
DIN: 01504998

SIGNED AND DELIVERED)
by the within named Acquirers)

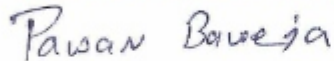
1. Dev Sethi



AND

For on Behalf of

2. ~~DYS Royals Private Limited~~
~~For DYS Royals Pvt. Ltd.~~



Pawan Baweja Authorized Signatory
(Authorised Signatory)

WITNESS :

1.

2.

SCHEDULE I

Sr. No.	Name of the Seller	Address	Number of Shares	Percentage (%)
1.	DEVKI NANDAN ADVISORY PRIVATE LIMITED (PROMOTER)	304, Shoppers Plaza-V, Govt Servant Co-Op Hsg Soc Opp. Municipal Market, C.G. Road, Navrangpura Ahmedabad 380009, Gujarat	1,48,850	7.40
	TOTAL		1,48,850	7.40



For DYS Royals Pvt. Ltd.

Pawan Baweja
Director/Authorized Signatory

DEVKI NANDAN ADVISORY PRIVATE LIMITED

Impeel
Director/Authorised Signatory

SCHEDULE - II

Names and Address of Acquirers Bank Details, address, Amount in coloums	Bank Details	Amount	Number of Shares
Dev Sethi, Address: H. No. E 2256, Ansal Palam Vihar, Choma(62),Gurgaon, Haryana- 122017		11,08,932.50	74425
DYS Royals Private Limited (CIN: U51909DL2012PTC234168 Office No. 245, 2nd Floor, MP Mall, MP Block, Pitampura, Delhi- 110034		11,08,932.50	74425



For DYS Royals Pvt. Ltd.

Pawan Bawra
Director/Authorized Signatory

DEVKI NANDAN ADVISORY PRIVATE LIMITED

Deepak
Director/Authorised Signatory

SCHEDULE - III

Details of Creditors	Amount due as on 31.12.2023 Principal Accrued Interest
Nil	Nil

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~~FFORDYS Royals Pvt. Ltd.~~
Pawan Baweja
Director/Authorized Signatory

DEVKI NANDAN ADVISORY PRIVATE LIMITED

Director/Authorised Signatory

SCHEDULE IV

REPRESENTATIONS OF THE SELLER

(This Schedule is subject to completion and the following is not a complete list of all representations and warranties)

01. GENERAL INFORMATION

All information given by the Seller to the Acquirers, its representative or advisers in the course of negotiations was when given true, complete and accurate in all material respects and after making due and careful inquiry, the Seller is not aware of any fact or matter not disclosed to the Acquirers which renders such information untrue, inaccurate or misleading or the disclosure of which might reasonably affect the willingness of the Acquirers to enter into this agreement.

02. ACCOUNTS, BOOKS AND RECORDS

- i) The audited accounts for the Financial Year ended 31.12.2023 have been prepared in accordance with applicable law and regulations on a consistent basis in accordance with generally accepted accounting principles and give a true and fair view of the state of affairs of the Company at the date on which the accounts were prepared and of the profits and losses for the said financial year
- ii) The Company has duly maintained all statutory books, records and papers in accordance with legal requirements
- iii) All liabilities (including contingent liabilities) of the Company are as disclosed in the accounts (and notes thereto) for the financial year ended on 31.12.2023 or as disclosed separately in writing by the Seller to the Acquirers and save as aforesaid there are no other liabilities of the Company except in case of any liability arising on Account of Goods and Service Tax which will be discharged by the Acquirers.

03. CHANGES SINCE 31.12.2023 (the accounting date)

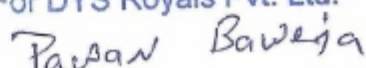
Since the Accounting Date:

- i) The Business of the Company has been carried on in the ordinary course
- ii) The Company has not disposed off any assets or assumed or incurred any material liabilities (including contingent liabilities) save and except as disclosed to the Acquirers in writing:
- iii) No dividend or other distribution has been declared or made or paid by the Company to its shareholders except as provided in the accounts for the financial year ended on the 31.12.2023
- iv) Except to the extent disclosed to the Acquirers in writing, the Company has not borrowed any money other than as disclosed in the accounts for the financial year ended on the 31.12.2023.

 DEVKI NANDAN ADVISORY PRIVATE LIMITED


Director/Authorised Signatory

For DYS Royals Pvt. Ltd.


Director/Authorized Signatory

- v) The Company has not suffered any damage, destruction or loss whether covered by insurance or not adversely affecting its business operations or financial condition.
- vi) The Company has not created or allowed to be created any Encumbrances, or restriction of any kind over all or any of its properties or undertakings,
- vii) The Company has not changed the method of accounting followed by it,
- viii) The Company has not sold/transferred, leased or otherwise disposed off all or any of its properties or assets.

04. LITIGATION

Except as separately disclosed in writing to the Acquirers the Company is engaged whether as plaintiff or defendant or otherwise in any legal proceedings or arbitration and the Company is not being prosecuted for any offence.

05. TAXATION

There is no liability for any taxes (including sales tax, excise duty and customs duty) in respect of which a claim could be made on or is pending against the Company and in case any liability arises for the Goods and Service Tax then same will be borne by the Acquirers.

06. EMPLOYEES

The Company has in relation to its employees complied with in all material respects with all obligations under applicable statutes and regulations.

The Company does not have in existence any share incentive, stock option or profit sharing scheme for its employees

07. AGREEMENTS

- i) Save as disclosed to the Acquirers in writing, the Company has not entered into any agreement or arrangement with any of its Directors, the Seller or its associates.
- ii) There are no agreements or arrangements to which the Company is a party and in which any Director or the Seller or its associates is interested.
- iii) The Company has duly complied with the terms of all agreements to which the Company is a party.

08. STATUTORY AND OTHER REQUIREMENTS

- i) The Company has carried on and is carrying on its business in accordance with applicable laws and regulations
- ii) The Company has not committed any breach or default of any order, decree, judgement of any court or authority

For DYS Royals Pvt. Ltd.

Pawan Bawija
Director/Authorized Signatory

DEVKI NANDAN ADVISORY PRIVATE LIMITED

Rupesh
Director/Authorised Signatory

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- iii) There is no investigation or inquiry by any governmental body or regulatory authority pending against the Company or any order, decree or judgement of any court, tribunal or authority against the Company which has or likely to have an adverse effect upon its property, assets or business
- iv) The Company has not received any notice in respect of any past or present failure to comply with any law, rule or regulation

09. **SUBSIDIARIES**

The Company has no subsidiaries.

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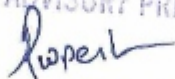


For DYS Royals Pvt. Ltd.

Pawan Baweja

Director/Authorised Signatory

DEVKI NANDAN ADVISORY PRIVATE LIMITED



Director/Authorised Signatory