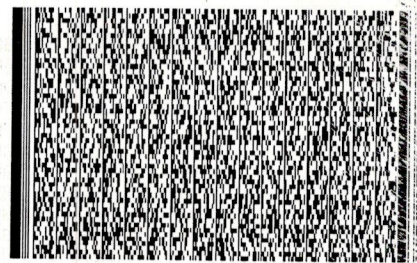




Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code 01011723112024006364
Total E-Stamp Amount 1000
Govt. Stamp Duty (Rs.) 1000 Municipality Duty (Rs.) 0
Janpad Duty (Rs.) 0 Upkar Amount (Rs.) 0
Exempted Amount(Rs.) 0
E-Stamp Type NON-JUDICIAL
Issue Date & Time 23/11/2024 18:03:00
Service Provider or Issuer Details Arpita Khandelwal/SP011743006201900057
SP/SRO/DRO/HO Details Office No. 321, B Block, Third Floor, Fudness Complex, M.G. Road, INDORE INDORE
Deed Details
Deed Type Letter of Guarantee
Deed Instrument Letter of Guarantee.- One Thousand rupees.
Purpose AGREEMENT

First Party Details

Organization Name SOFTGRID COMPUTERS PVT LTD , AJAY, PAWAN, SHWETA
Address 203, ATULYA IT PARK, INDORE Madhya Pradesh INDIA
Number of Persons 1

Second Party Details

Organization Name GENXAI BOT PRIVATE LIMITED
Address 3RD FLOOR, SM TOWER 7, BABA MARKET, DCM, VAISHALI NAGAR, JAIPUR,
RAJASTHAN- 302021 THIS E-STAMP GENERATED AT INDORE Madhya Pradesh INDIA
Number of Persons 1

THIS E-STAMP PAPER IS A PART AND PARCEL OF "AGREEMENT" EXECUTED FOR :- SOFTGRID COMPUTERS PVT LTD THROUGH SHAREHOLDERS AJAY, PAWAN, SHWETA ADDRESS :- 203, ATULYA IT PARK, INDORE(M.P.) AND GENXAI BOT PRIVATE LIMITED- ADDRESS :- 3RD FLOOR, SM TOWER 7, BABA MARKET, DCM, VAISHALI NAGAR, JAIPUR, RAJASTHAN- 302021

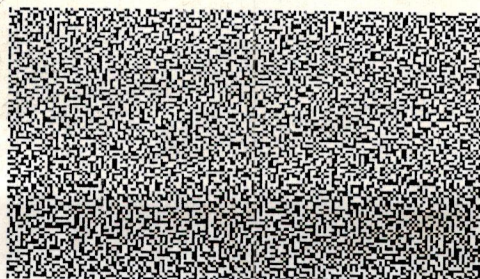
Shweta

Arpita Khandelwal

प-य-य-य-य-य

Arpita

Digitally signed by ARPITA
KHANDELWAL
Date: 2024.11.23 18:03:02
IST



SHARE PURCHASE AGREEMENT

This **SHARE PURCHASE AGREEMENT** ("Agreement") is entered into on the date **23rd Day of November 2024**,

BETWEEN

- (1) **SOFTGRID COMPUTERS PRIVATE LIMITED, through its Authorised Signatory, Mr. AJAY GOLANI**, a company duly incorporated under the Companies Act, 2013, CIN: U72200MP2010PTC023695 and having its registered at 203 Atulya IT Park, Indore, Indore, Madhya Pradesh, India, 452001 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

- (2) **Mr. AJAY GOLANI S/o DAYARAM GOLANI R/o 502, Shanti Heights Block B, Plot No 36, Shri Krishna Avenue, Near Radha Rukmani Garden, Khandwa Road, Indore, Madhya Pradesh - 452020** (hereinafter referred to as the "**Seller 1**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**;

AND

- (3) **Mr. PAWAN CHOUHAN S/o LATE SHRI KANCHHEDI LAL CHOUHAN R/o 402, Shanti Heights Block B, Plot No 36, Shri Krishna Avenue, Near Radha Rukmani Garden, Khandwa Road, Indore, Madhya Pradesh - 452020** (hereinafter referred to as the "**Seller 2**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **THIRD PART**;

AND

- (4) **Mrs. SWETA SHUKLA D/o BADRI PRASAD SHUKLA R/o House No 1480/6A, Near Khermai Temple, New Basti, Kajarwara, Bhita, Jabalpur, Madhya Pradesh - 482001** (hereinafter referred to as the "**Seller 3**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FOURTH PART**;

AND

- (5) **GENXAI BOT PRIVATE LIMITED, through its Authorised Signatory, Mrs. Lakshmi Agarwal**, a company duly incorporated under the Companies Act, 2013, CIN: U62011RJ2024PTC094881 and having its registered office at 3rd Floor, SM Tower 7, Baba Market, DCM, Vaishali Nagar, Jaipur, Rajasthan, India, 302021 (hereinafter referred to as the "**Acquirer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include Its successors and assigns) of the **FIFTH PART**.

(The Acquirer, the Seller and the Company shall be individually referred to as a "**Party**" and collectively referred to as the "**Parties**", as the context may require).

(Seller 1 and Seller 2 and Seller 3 hereby collectively referred to as "**Seller**")

RECITALS

WHEREAS:

- A. The Company is a private limited company majorly engaged in the business of Software Development, Web Design and Development, Mobile App Development and Digital Marketing Services.
- B. The authorized share capital of the Company is INR 2,00,000 (Indian Rupees Two Lakh Only) and divided into 20,000 Equity Shares of INR 10 (Indian Rupees Ten Only) each. The issued and paid up share capital of the Company is INR 2,00,000 (Indian Rupees Two Lakh Only) and divided into 20,000 Equity Shares of INR 10 (Indian Rupees Ten Only) each.
- C. As on the Effective Date, the Seller holds and owns **100%** Equity Shares in the aggregate on a fully diluted basis in the following manner:

Type of Share	Name of Shareholders	No. of Shares held	% of Holding
Equity	Mr. Ajay Golani	10,000	50.00%
Equity	Mr. Pawan Chouhan	5,000	25.00%
Equity	Mrs. Sweta Shukla	5,000	25.00%
	Total	20,000	100.00%

- D. Acquirer desires to acquire the Shares, constituting of the **70%** of the shareholding of the Seller in the Company. Consequently, Acquirer has offered to acquire the Shares from the Seller and the Seller have agreed to sell and transfer the said Shares (free from all Encumbrances and together with all rights, title and interest therein on the terms and conditions set forth in this Agreement) to Acquirer for the Purchase Price **INR 36,00,000 (Indian Rupees thirty-six lakhs only)** (at par value of Rs 10 each share).

Type of Share	Name of Shareholders	No. of Shares Transferred	% of Holding Transferred
Equity	Mr. Ajay Golani	8,000	40.00%
Equity	Mr. Pawan Chouhan	3,000	15.00%
Equity	Mrs. Sweta Shukla	3,000	15.00%
	Total	14,000	70.00%

- E. The Seller, the Company, and Acquirer have agreed to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement.

NOW THEREFORE, in consideration of the above recitals, the representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are now acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms:

The terms below have the following meanings when used in this Agreement in capitalised form unless otherwise expressed:

- a. **"Agreement"** or **"the Agreement"** or **"this Agreement"** shall mean this

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Share Purchase Agreement and shall include the recitals hereto, and the contracts, certificates, disclosures and other documents to be executed and delivered pursuant hereto, if any and any amendments made to this Agreement by the Parties in writing.

- b. "**Assets**" means assets or properties of every kind, nature, character and description (whether immovable, movable, tangible, intangible, absolute, accrued, fixed or otherwise) as operated, hired, rented, owned or leased by a Person from time to time, including cash, cash equivalents, receivables, securities, accounts and note receivables, real estate, plant and machinery, equipment, trademarks, brands, other intellectual property, raw materials, inventory, furniture, fixtures and insurance owned or used by the Company as of the relevant date.
- c. "**Board**" or "**Board of Directors**" shall mean and include the Board of Directors of the Company or any committee thereof, as constituted from time to time.
- d. "**Business**" has the meaning set out in Recital.
- e. "**Business Day**" means any day other than a Saturday, a Sunday, a public holiday or a day on which banking institutions in Rajasthan, Madhya Pradesh are authorised or obligated by Law to be close.
- f. "**Claims**" means any demand, claim, action, cause of action, notice, suit, litigation, prosecution, mediation, arbitration, enquiry, assessment or proceeding made or brought by or against a Party, however arising and whether present, unascertained, immediate, future or contingent, losses, Liabilities, Damages, costs and expenses, including reasonable legal fees and disbursements in relation thereto;
- g. "**Closing**" shall have the meaning as prescribed to it in Section 5.1.
- h. "**Closing Date**" shall mean the date on which the closing occurs, which shall be on or before 31st December 2024.
- i. "**Companies Act/Act**" means the Companies Act, 1956, to the extent not repealed and the Companies Act, 2013, to the extent notified, and all amendments or statutory modifications thereto or re-enactment thereof, except where otherwise expressly provided.
- j. "**Conditions Precedent**" means the conditions precedent to Acquirer's purchase of the Sale Shares as set out in this Agreement.
- k. "**Effective Date**" means the date of 30th day of September 2024.
- l. "**Equity Share**" means ordinary equity share of face value INR 10/- Indian Rupees Tenonly) each in the Company.
- m. "**Fully-Diluted Basis**" means the total of all classes of shares outstanding on a particular date, combined with all options (whether exercised or not), warrants (whether exercised or not), convertible securities of all kinds, any other arrangements relating to the Company's equity, and the effect of any anti-dilution protection regarding previous financings, all on an "as if converted" basis whereas if converted" basis means as if such instrument, option or security had been converted into Equity Shares.
- n. "**Governmental Approval**" means a permit, license, consent, approval, certificate, qualification, specification, exemption, registration or other authorisation including filing of a notification, report or assessment obtained or to be filed as the case may be as per the applicable Laws in India with

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any governmental, semi-governmental, administrative, fiscal, quasi judicial or judicial body or entity in India;

- o. **"INR", "Indian Rupees" or "Rupees"** means the lawful currency of India.
- p. **"Indemnified Party"** has the meaning set out in Section 7.1.
- q. **"Liabilities"** means with respect to any person any direct or indirect liability, Indebtedness, obligation, expense, deficiency, guaranty or endorsement of or by such person of any type, known or unknown, and whether accrued, absolute, contingent, unmatured, matured, otherwise due or to become due.
- r. **"Person"** means any individual, firm, company, Governmental Authority, joint venture, association or partnership (whether or not having separate legal personality).
- s. **"Purchase Price"** means an amount to be paid by Acquirer to the Seller towards the acquisition of the Sale Shares.
- t. **"Relative"** shall have the meaning as set forth in Section 2(77) of the Companies Act, 2013;
- u. **"Sale Shares"** means **14,000** Equity Shares held by the Seller constituting **70%** of the share capital of the Company on a Fully Diluted Basis.
- v. **"Shareholders Agreement"** means the agreement executed between the Company, Acquirer and the Seller as of the Closing Date setting out the terms governing their relationship inter-se;
- w. **"Shareholders"** shall mean the shareholders, from time to time, of the Company;
- x. **"Share Purchase"** has the meaning set out in Section 2.1.
- y. **"Transaction Documents"** means this Agreement and any other agreement, document, certificate, consent, undertaking or instrument delivered by the Parties and/or their Affiliates pursuant to or in connection with this Agreement including the Shareholders Agreement.
- z. **"Transfer"** (including with correlative meaning, the terms "Transferred by" an "Transferability") shall mean to transfer, sell, assign, pledge, hypothecate, create a security interest in or lien on, place in trust (voting or otherwise), exchange, gift or transfer by operation of Law or in any other way subject to any Encumbrance or dispose of, whether or not voluntarily;

SECTION 2. PURCHASE AND SALE OF SALE SHARES

2.1 Share Purchase: Subject to the satisfaction or waiver of the Conditions Precedent immediately prior to Closing, Acquirer shall, on the Closing Date, purchase from the Seller and the Seller shall sell to Acquirer, as the legal and beneficial owner, the Sale Shares free and clear from all Encumbrances and together with all rights, title, interest and benefits appertaining thereto for the Purchase Price paid by the Acquirer to the Seller.

2.2 Transfer Of Ownership: The Seller hereby agree and warrant that pursuant to the receipt of the Purchase Price from Acquirer on the Closing Date, the title of the Sale Shares, shall pass on to the Acquirer, free of all Encumbrances

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whatsoever and together with all legal rights and advantages now and hereafter attaching or accruing thereto, so that the Acquirer will upon the Transfer of the Sale Shares in its name, receive full legal and beneficial ownership thereof.

2.3 Purchase Price: The Acquirer had remitted a consideration amounting to **INR 36,00,000 (Indian Rupees thirty-six lakhs only)** to the Seller as payment for the acquisition of 70% of the equity interest in accordance with the terms set forth in this agreement.

2.4 Payment Schedule: The Purchase Price has been paid by the Acquirer to the Seller in the following manner:

- a. An amount of **INR 36,00,000 (Indian Rupees thirty-six lakhs only)** has already been paid on September 30, 2024 as detailed below:

Shareholder Name	Cheque Number	Cheque Date	Amount (INR)
Mr. Ajay Golani	000001	30/09/2024	20,57,142/-
Mr. Pawan Chouhan	000004	30/09/2024	7,71,429/-
Mrs. Sweta Shukla	000005	30/09/2024	7,71,429/-

2.5 Share Transfer: All SH-4 share transfer forms required for the acquisition of 70% equity share which has already been duly signed and executed on October 1, 2024 shall be the part of Transaction Documents.

2.6 Seller Commitment:

- a. The seller agrees to attain a minimum revenue of INR three (3) crore with a profit before tax (PBT) margin of 25% over the next three years, commencing from the effective date.
- b. The company shall purchase the product "ShopVII" from Shopvii solutions private limited at a consideration of Rs. 20,00,000/- which will be included in the total purchase price.

2.7 Acquirer Commitment:

- a. The bonus component for the first year for each seller is set at INR 8 lakhs, dependent on target achievement as per the "Seller Commitment" clause, with the closing of books of accounts for September 2025.
- b. The bonus component for the second year for each seller is set at INR 20 lakhs, dependent on target achievement as per the "Seller Commitment" clause, with the closing of books of accounts for September 2026.
- c. The bonus component for the third year for each seller is set at INR 20 lakhs, dependent on target achievement as per the "Seller Commitment" clause, with the closing of books of accounts for September 2027.

2.8 Execution Date Deliverables: Simultaneously with the execution of this Agreement:

- a. The Company shall deliver to the Acquirer a copy certified by a duly authorized director of the Company, of the resolutions duly passed by the Board, approving the execution by the Company of the Transaction Documents;
- b. The Acquirer shall deliver to the Company and Seller certified by a duly

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authorized director of the Company, of the resolutions duly passed by the Board, approving the execution by the Company of the Transaction Documents.

- c. The Parties shall do or cause to be done all such further acts, deeds, matters and things and execute such further documents and papers as may be reasonably required to give effect to sale and Transfer of the Sale Shares under the Agreement.

SECTION 3. CONDITIONS PRECEDENT

3.1 Seller Conditions Precedent to Closing: The obligations of the Acquirer to purchase and pay for the Sale Shares on Closing Date are subject to the satisfaction, or waiver in writing by the Acquirer at or prior to the Closing, of the following conditions.

- a. **Compliance with obligations:** The Company and the Seller shall have performed and complied in all respects with all agreements, obligations and conditions contained in the Agreement that are required to be performed or complied with on or before Closing and shall have obtained all approvals, consents and qualifications necessary to complete the sale and purchase of the Sale Shares;
- b. **Capital Structure and Shareholding:** No change in the capital structure of the Company or shareholding of the Seller or rights attached to the Equity Shares shall have occurred other than pursuant to the Transaction Documents.
- c. **Absence of Material Adverse Effect:** There shall not have been, on or prior to the Execution Date or as of the Closing Date, any event, condition or circumstance of any character that, individually or in the aggregate, constitute(s) or is reasonably expected to have a Material Adverse Effect.
- d. **Corporate Actions:** The Board shall have approved the execution of the Transaction Documents by the Company;
- e. **ESOP Issuance:** The Acquirer agrees to issue Employee Stock Ownership Plans (ESOPs) under the **Parent Company** to the top 10 employees of "Company" as mutually identified by the Parties, as a measure to retain and incentivize employees. The total ESOP Value shall not be less than 10% of Total Valuation of "Company".
- f. **Execution of Transaction Documents:** All Transaction Documents, other than this Agreement, shall have been duly executed, stamped and delivered by the parties thereto.

3.2 Acquirer's Conditions Precedent to Closing: The obligations of the Seller and Company to sell the Sale Shares on Closing Date are subject to the satisfaction, or waiver at or prior to the Closing, of the following conditions.

- a. **Compliance with obligations:** The Acquirer shall have performed and complied in all respects with all agreements, obligations and conditions contained in the Agreement that are required to be performed or complied with on or before Closing and shall have obtained all approvals, consents and qualifications necessary to complete the sale and purchase of the Sale Shares;
- b. **Consents and Waivers:** The Acquirer will have obtained all necessary consents, waivers and no-objections in writing from any Person as may be required under any applicable Law or contract or otherwise for the execution, delivery and performance of the Transaction Documents, including without limitation, consents, waivers and no-objections;

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- c. **Execution of Transaction Documents:** All Transaction Documents, other than this Agreement, shall have been duly executed, stamped and delivered by the parties thereto.

3.3 Co-operation: The Parties shall cooperate with each other in good faith and provide all requisite assistance for the satisfaction of any of the Conditions Precedent upon being reasonably requested to do so by the other Party. If any Party becomes aware of anything which will or may prevent any of the Conditions Precedent from being satisfied before the Long Stop Date, the relevant Party shall notify the other Party in writing as soon as practicable.

SECTION 4. PRE-CLOSE ACTIONS

4.1 Between the Effective Date and the Closing (the "**Interim Period**"), except as expressly permitted or required by this Agreement or with the prior written consent of the Acquirer, the Company and the Seller shall:

- a. not directly or indirectly initiate or engage in discussions or negotiations with any other Person for the purpose of any transactions in respect of any Equity Shares or Assets of the Company, including creation of any interest, direct, indirect, current, future or contingent, in the Equity Shares or Assets of the Company;
- b. not carry out any action or omission which may affect the proposed transaction under this Agreement or which may reduce or dilute the effective shareholding of the Acquirer upon Closing or which may change the shareholding of the Seller;
- c. not pass any resolution of the Shareholders or Board, which is inconsistent with any provision of, or transactions contemplated under, the Transaction Documents; carry-on the Business only in the ordinary course of business;
- d. comply with all applicable Laws relating to the Business.
- e. not make any amendments to the Memorandum or Articles of the Company except as contemplated in this Agreement; and
- f. not agree or otherwise commit to take any of the actions described in the foregoing sub sections (a) through (e).

4.2 Restriction on Future Equity Issuance: The Seller and the Company covenant that no future equity shall be issued, brought and transferred against the second and third instalments of the Purchase Price, ensuring the Acquirer's shareholding rights remain unaffected.

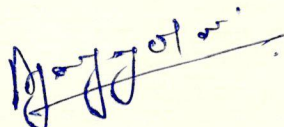
4.3 Reporting requirements: During the Interim Period, the Company and the Seller shall promptly advise the Acquirer in writing of any event, occurrence, fact, condition, change, development or effect that, individually or in the aggregate, has had or may reasonably be expected to have a Material Adverse Effect.

4.4 Access to Board Meetings, Properties, Etc: The Seller and Company shall allow the Acquirer and its representatives to have reasonable access until the Closing Date, during normal business hours and upon reasonable notice, to the Company's properties, Books and Records, and other relevant documents.

SECTION 5. CLOSING, DELIVERY AND PAYMENT

5.1 Closing: The Seller shall Transfer and deliver to the Acquirer, and the Acquirer shall, upon reliance on, amongst other things, the representations, warranties and undertakings contained in this Agreement, receive and take







delivery from the Seller, all of the right, title and interest of the Seller in the Sale Shares free and clear from all Encumbrances, together with the share certificates and duly stamped and executed share transfer forms in relation to the Sale Shares. The Transfer or procurement of the Transfer of the Sale Shares by the Seller to the Acquirer shall constitute the closing of the Share Purchase ("Closing").

5.2 Closing Payment and Actions: At Closing, in exchange for the Sale Shares and the delivery or performance by Seller of all those documents, items and actions as may be required to enable the Acquirer to be the legal and registered owner of the Sale Shares, the Acquirer shall pay to the seller the Purchase Price mentioned in section 2.3 and 2.4.

At Closing the following events shall take place:

- a. The Company shall, following the closing of the transaction, take all necessary steps to effect a change of its name from 'Softgrid Computers Private Limited' to 'Genxai Softgrid Private Limited' in accordance with applicable laws and regulatory requirements.
- b. The Seller shall deliver to the Acquirer the share certificate representing the Shares sold by such Seller, accompanied by duly stamped and executed share transfer form (Form SH-4) as prescribed under the Companies Act.
- c. the Company shall and the Seller shall cause the Company to convene a meeting of the Board for:
 - I. Taking on record the duly executed and stamped share transfer forms in respect of the Sale Shares; and
 - II. Approving the Share Purchase of Shares from the Seller to the Acquirer;
- d. the Company shall make the necessary filings under applicable Law and execute all other documents as may be necessary for the conclusive Transfer of the Sale Shares in the name of the Acquirer;
- e. the Company shall make the necessary entries in its register of members and register of share transfer to record the Transfer of the Sale Shares from the Seller to the Acquirer.

5.3 Deliverables at Closing: At the Closing the Company shall deliver to the Acquirer the following documents:

- a. Certified extract of the resolutions passed by the Board approving the transfer of the Sale of Shares from the Seller to the Acquirer.
- b. Certified extract of the register of members and the share transfer register of the Company evidencing the entries relating to the transfer of the Sale Shares from the Seller to the Acquirer.
- c. Certificate, dated as of the Closing Date, executed by Company and the Seller, certifying that the representation and warranties made by the Seller and the Company as set out in this Agreement are true and correct as of the Closing.
- d. A certificate, dated as of the Closing executed by Company and the Seller, certifying to the fulfilment of the Execution Date Deliverables set forth in this Agreement.
- e. Share Certificate(s) with respect to the Shares with endorsement of name of the Acquirer on the same.

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- f. Any other document as may be reasonably required by the Acquirer pursuant to Closing under this Agreement.

5.4 Post Closing Shareholding Structure: Upon Closing, the Acquirer shall hold **14,000** Equity Shares of the Company pursuant to Share Purchase, constituting **70%** of the Fully Diluted Share Capital of the Company.

SECTION 6. REPRESENTATIONS AND WARRANTIES

6.1 Representation and Warranties of the Seller:

- The Seller and Company represents and warrants to the Acquirer that each of the statements set out below (Warranties of the Seller) is now and will be true and accurate as of the Effective Date (which representations and warranties shall be deemed to be repeated as of the Closing Date by reference to the facts and circumstances then existing as if references in such representations and warranties to the Effective Date were references to the Closing Date).
- The Sellers agree to make commercially reasonable efforts to retain the current employees of the Company in full force and effect for a minimum period of three (3) years from the date of this Agreement. The Sellers further agree to remain employed by the Company in a salaried position for the same three (3) year period, starting from the date of this Agreement.

6.2 Authorisation by Seller: This Agreement has been duly authorised, executed and delivered by the Seller and the Company and creates legal, valid and binding obligations of the Seller, enforceable in accordance with its terms. No consent, approval or authorisation of any Person or entity is required in connection with the Seller's execution or delivery of this Agreement or the consummation by the Seller of the transactions contemplated by this Agreement, except for the approval of the Board to the transfer of the Sale Shares from the Seller to the Acquirer.

6.3 Stand of Assets and Liabilities as on Effective Date:

The Company represents and warrants that its assets and liabilities as on the Effective Date are as follows:

Assets	Amount
Fixed Assets at book value	21,87,429
Accounts Receivable	22,34,183
Cash and Bank Balances	20,01,062
Security Deposits	1,96,035
TDS Receivable	4,05,442
Total	70,24,151
Liabilities	Amount
Car Loan	9,56,031
Accounts Payable	1,82,660
Taxes Payable	2,83,076
Provision for expenses	22,80,472
Total	37,02,239
Net Assets	33,21,912

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Goodwill	18,00,000
Total	51,21,912

Details of Fixed Assets

Particulars	Amount
Furniture	2,94,818
Computers and Laptops	1,56,085
Electrical Equipments	1,31,582
Air Conditioners	92,483
Bio Metric Machine	6,044
Motor Car	15,06,417
Total	21,87,429

SECTION 7. INDEMNIFICATION AND DAMAGES

In consideration of the purchase of the Sale Shares by the Acquirer from the Seller here under, each defaulting Party ("**Indemnifying Party**") agrees to indemnify, defend and hold harmless, the other non-defaulting Party, its Affiliates and each of their respective partners, officers, employees, shareholders, partners, agents, as the case maybe (each, an "**Indemnified Party**" and collectively the "**Indemnified Parties**") from and against, any and all, damages, Losses, Liabilities, obligations, fines, penalties, levies, action, investigations, inquisitions, notices, suits, judgments, claims of any kind including third party claims, interest, governmental and statutory action, costs, litigation and arbitral costs, taxes or expenses (including without limitation, reasonable attorney's fees and expenses) (collectively referred to as "**Loss**") suffered or incurred, directly or indirectly by any Indemnified Party.

SECTION 8. MISCELLANEOUS.

8.1 Confidentiality:

Each Party shall keep all information relating to each other Party, information relating to the transactions herein and this Agreement (collectively referred to as the "**Information**") confidential. None of the Parties shall issue any public release or public announcement or otherwise make any disclosure concerning the Information without the prior approval of the other Party; provided however, that nothing in this Agreement shall restrict any of the Parties from disclosing any information as may be required under applicable Law subject to providing a prior written notice of 10 (Ten) Business Days to the other Parties (except in case of regulatory inquiry or examination, and otherwise to the extent practical and permitted by Law).

Subject to applicable Law, such prior notice shall also include (a) details of the Information intended to be disclosed along with the text of the disclosure language, if applicable; and (b) the disclosing Party shall also cooperate with the other Parties to the extent that such other Party may seek to limit such disclosure including taking all reasonable steps to resist or avoid the applicable requirement, at the request of the other Parties.

8.2 Amendments: No amendment or variation of this Agreement shall be binding on any Party unless such variation is in writing and duly signed by all the Parties.

8.3 Independent Rights: Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of a Party, whether under this Agreement or otherwise.

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8.4 Extension of Dates: Any date or period as set out in any Section of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.

8.5 Governing Law: This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of India, the courts in Rajasthan or Madhya Pradesh shall have the jurisdiction over all matters arising pursuant to this Agreement.

8.6 Dispute Resolution

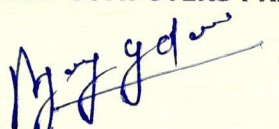
- a. If any dispute or difference arises between any of the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding any question, including the question as to whether the termination of this Agreement by any Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably.
- b. All disputes, differences or Claims arising out of or in connection with this Agreement including, any question regarding its existence, validity, construction, performance, termination or alleged violation which is not resolved shall be finally resolved by arbitration conducted in accordance with Indian Arbitration and Reconciliation Act of 1996 along with the rules framed thereunder. The Parties to the dispute shall share the costs equally or in the proportion as decided by the arbitrator/arbitral tribunal.

8.7 Interpretation and Precedence: The provisions of this Agreement and the charter documents shall (as far as possible) be interpreted in such a manner as to give effect to all such documents; provided however, that in the event of an inconsistency between this Agreement and the charter documents, to the extent permitted by applicable Law, provisions of this Agreement shall prevail as between the Parties and shall govern their contractual relationship and the Parties shall cause the necessary amendments to the charter documents.

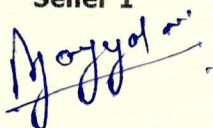
IN WITNESS WHEREOF, the Parties have caused this Share Purchase Agreement to be executed as of the date first written above by their respective duly authorized representative.

COMPANY

SOFTGRID COMPUTERS PRIVATE LIMITED


Ajay Golani
(Authorised Signatory)
DIN:02718642
R/o H.No.10, Ward No.10, Sindhi Colony Shastri Ward
Sohagpur, Hoshangabad, Madhya Pradesh-461771

SELLER:
Seller 1

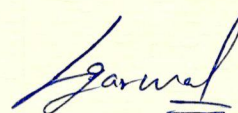


Seller 2



Seller 3





Ajay Golani
R/o 502, Shanti Heights,
Block B, Plot No 36, Shri
Krishna Avenue, Near
Radha Rukmani Garden,
Khandwa Road, Indore,
Madhya Pradesh – 452020

Pawan Chouhan
R/o 402, Shanti Heights
Block B, Plot No 36, Shri
Krishna Avenue, Near
Radha Rukmani Garden,
Khandwa Road, Indore,
Madhya Pradesh - 452020

Sweta Shukla
R/o House No 1480/6A,
Near Khermai Temple,
New Basti, Kajarwara, p
Bhita, Jabalpur,
Madhya Pradesh - 482001

ACQUIRER:

GENXAI BOT PRIVATE LIMITED



Lakshmi Agarwal
(Authorised Signatory)
DIN: 07019939
R/o Plot No. 706-A, East Part, Janpath Lane No.6,
Rani Sati Nagar, Nirman Nagar,
Jaipur, Rajasthan, 302019

WITNESSES

Witness1

Name: Ajinkya Dumbhare
R/o 150, Tilak Nagar, Extension,
Indore

Witness2

Name: Harish Jain
R/o 45 Mahaveer Colony,
Kartarpura Phatak, Jaipur