



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL55130809598935T
Certificate Issued Date : 26-Nov-2021 10:04 AM
Account Reference : IMPACC (IV)/ dl715003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL71500303081193568277T
Purchased by : SIXTH SENSE INDIA OPPORTUNITIES III
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SIXTH SENSE INDIA OPPORTUNITIES III
Second Party : BASIL PRIVATE LIMITED
Stamp Duty Paid By : SIXTH SENSE INDIA OPPORTUNITIES III
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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- 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.
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- In case of any discrepancy please inform the Competent Authority.



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Certificate No. : IN-DL55131044548329T
Certificate Issued Date : 26-Nov-2021 10:04 AM
Account Reference : IMPACC (IV)/ dl715003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL71500303081213185497T
Purchased by : SIXTH SENSE INDIA OPPORTUNITIES III
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SIXTH SENSE INDIA OPPORTUNITIES III
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Government of National Capital Territory of Delhi

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Certificate No. : IN-DL55130479039171T
Certificate Issued Date : 26-Nov-2021 10:02 AM
Account Reference : IMPACC (IV)/ dl715003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL71500303080166324464T
Purchased by : SIXTH SENSE INDIA OPPORTUNITIES III
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SIXTH SENSE INDIA OPPORTUNITIES III
Second Party : BASIL PRIVATE LIMITED
Stamp Duty Paid By : SIXTH SENSE INDIA OPPORTUNITIES III
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



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2. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.

THIS AGREEMENT is made on 26 November 2021 (referred to as *Execution Date*)

PARTIES:

1. **Sixth Sense India Opportunities – III**, a trust established under the Indian Trust Act, 1882, and registered with the Securities and Exchange Board of India as Category II Alternative Investment Fund (IN/AIF2/20-21/0794), acting through its Trustee Vistra ITCL (India) Limited and represented by its investment manager Sixth Sense Ventures Advisors LLP, having its registered office at A-909, The Capital, Bandra Kurla Complex, Bandra (East), Mumbai – 400051 (hereinafter referred to as the **Purchaser**, 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

2. **Basil Private Limited**, a company duly organised and existing under the laws of Mauritius and having its principal office at 22, Saint Georges Street, Port Louis, Mauritius (hereinafter referred to as **Seller**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

(together the *parties*)

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 2.

IT IS AGREED:

1. SALE AND PURCHASE

Subject to the terms and conditions of this Agreement, including the completion of the Conditions Precedent (to the reasonable satisfaction of the Purchaser), and relying upon the Seller Warranties and indemnification provided hereunder, the Seller shall sell and the Purchaser shall purchase the Sale Shares with effect from Closing free from all Third Party Rights and with all rights, title, benefits, and interests then attaching to them including, in relation to the Sale Shares, the right to receive all distributions and dividends declared, paid or made in respect of the Sale Shares after Closing. The sale and purchase of the Sale Shares shall be on the terms set out in this Agreement.

2. PRICE

2.1 The aggregate consideration for the Sale Shares shall be the Price.

2.2 The Seller hereby declares and confirms that the payment of the Price by the Purchaser shall constitute full and final discharge of Purchaser's payment obligation towards the transfer of the Sale Shares under this Agreement.

3. CONDITIONS PRECEDENT

3.1 Closing shall be conditional on each of the conditions set out in Schedule 3 (**Conditions Precedent**) having been duly fulfilled to the reasonable satisfaction of the Purchaser, or deferred or waived, in writing, at the sole discretion of the Purchaser, on or before November 30, 2021, or any other date as mutually agreed in writing by the Purchaser and Seller (**Long Stop Date**).

3.2 Upon fulfilment (or waiver in writing by the Purchaser) of the Conditions Precedent, the Seller shall provide a written confirmation, through email, to the Purchaser of such fulfilment, accompanied with copies of all the necessary documents evidencing such fulfilment.

4. CLOSING

4.1 Closing shall take place on a Business Day that falls within 2 (two) days from the fulfilment or waiver of the Conditions Precedent in accordance with Clause 3, or any other date as mutually agreed by the Purchaser and Seller (in writing) (the *Closing Date*).

4.2 At Closing, the Seller waives any rights over the Sale Shares conferred on it or held by it by virtue of the Company's articles of association or otherwise.

4.3 At Closing, each of the parties shall deliver or perform (or ensure the delivery or performance of) all those documents, items, and actions respectively listed in relation to that party or any of its Affiliates (as the case may be) in Schedule 1.

4.4 The Purchaser shall endeavour to complete the filing of Form FC-TRS with the Reserve Bank of India in the Single Master Form available on the Foreign Investment Reporting and Management System portal within 30 (thirty) days from the Closing Date, and shall in any event complete such filing within 60 (sixty) days from the Closing Date. Provided that, the Seller shall within 10 (ten) days from the Closing Date provide the Purchaser with its duly executed consent letter and declaration, together with such other customary supporting documentation as may be required to be provided by a non-resident seller for the purposes of Form FC-TRS, in a form reasonably satisfactory to the Purchaser's authorised dealer bank. The Purchaser shall provide the Seller with the acknowledgement of submission of Form FC-TRS as well as the notification of acceptance, upon receipt through the FIRMS portal.

5. SELLER WARRANTIES

5.1 The Seller represents and warrants to the Purchaser that as at the Execution Date and the Closing Date (*Seller Warranties*):

- (a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;
- (c) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority, or (iii) breach or trigger any rights of third parties under any provision of any agreement or instrument to which the Seller is a party or by which any of its assets are bound, where any such breach would materially and adversely affect its ability to enter into or perform its obligations under this Agreement;
- (d) it is the sole legal and beneficial owner and is entitled to sell and transfer the full legal and beneficial ownership of the Sale Shares on the terms set out in this Agreement;
- (e) it holds the Sale Shares free from all Third Party Rights (other than any Third Party Rights explicitly set forth in the articles of association of the Company) and upon delivery to the Purchaser under the terms hereof, the Purchaser shall receive clear, valid, and marketable title to the Sale Shares and the Purchaser shall become the sole legal and beneficial owner of the Sale Shares;

- (f) it has the requisite power and authority to enter into and perform this Agreement and this Agreement constitutes a valid and binding obligation of the Seller, enforceable against it in accordance with its terms.

5.2 *Non-qualification:* All Seller Warranties are valid notwithstanding any information or document furnished to or findings made by the Purchaser during any due diligence exercise and no such information, document, or finding shall limit the liability of the Seller hereunder. No representation or warranties shall be deemed to qualify any other representation or warranty. Each Party agrees that such representations and warranties have constituted a material inducement to the other Parties to enter into this Agreement.

5.3 *Independent Warranties:* Each of the Seller Warranties shall be construed as a separate warranty and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement.

6. PURCHASER WARRANTIES

6.1 The Purchaser represents and warrants to the Seller that as at the Execution Date and the Closing Date:

- (a) it is validly incorporated, in existence, and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;
- (c) it has the requisite power and authority to enter into and perform this Agreement and this Agreement constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms; and
- (d) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority, or (iii) breach or trigger any rights of third parties under any provision of any agreement or instrument to which the Purchaser is a party or by which any of its assets are bound, where any such breach would materially and adversely affect its ability to enter into or perform its obligations under this Agreement.

7. INDEMNIFICATION

7.1 The Seller hereby agrees to indemnify and keep indemnified, save, defend and hold harmless the Purchaser, from and against any and all Losses suffered or incurred by the Purchaser on account of any of the Seller Warranties being untrue or incorrect or inaccurate or misleading, in any respect.

7.2 The rights and remedies of the Purchaser in respect of any breach of any of the Seller Warranties shall not be affected by any actual, implied or constructive knowledge on behalf of the Purchaser of any fact or circumstance amounting to any breach of a Seller Warranty by the Seller.

7.3 The aggregate liability of the Seller under Clause 7.1 shall be limited to the Price received by the Seller, provided that the Seller shall not be liable for any claims made by the Purchaser under Clause 7.1 above after the expiry of 3 (three) years from the Closing Date.

8. CONFIDENTIALITY

The parties hereto acknowledge that the terms of this Agreement, including its existence, and any other non-public or proprietary information disclosed by a Party to other Party(ies) shall be considered confidential information and shall not be disclosed by the parties hereto to any Third Party except (i) where required by applicable law or any government authority; and/or (ii) to its Affiliates and investors that are bound by appropriate confidentiality obligations.

9. ASSIGNMENT

Except as provided in this Clause 9 and Clause 10 below or unless the Seller and the Purchaser specifically agree in writing, no person shall assign, transfer, charge, or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this Clause 9 shall be void.

10. TRANSFER

10.1 The Purchaser shall not be permitted to Transfer the Sale Shares (including any interest thereof) held by them to any Person until the consummation of the initial public offering of the Company (*IPO*); provided if the IPO is not consummated by 31 December 2022, then, the Purchaser shall have the right to transfer the Sale Shares along with any interest and rights attached thereto, subject to the articles of association of the Company. The Seller shall not represent the Purchaser to be a "promoter", a member of the "promoter group" or, subject to applicable law, be identified as a "group company" of the Company for the purposes of the IPO.

11. FURTHER ASSURANCES

11.1 Each of the parties shall execute such further documents as may be required by law or be necessary to implement and give effect to this Agreement.

11.2 Each of the parties shall procure that its Affiliates comply with all obligations under this Agreement which are expressed to apply to any such Affiliates.

12. COSTS

12.1 The parties shall each be responsible for their own costs, charges, and other expenses (including those of its Affiliates) incurred in connection with the Proposed Transaction.

12.2 The Purchaser shall bear all stamp duty arising as a result of the transfer of the Sale Shares, including stamp duty payable on this Agreement.

13. NOTICES

13.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, registered post, email, or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery if delivered by hand, registered post, email, or courier, provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

13.2 The addresses and details of the parties for the purpose of Clause 13.1 are:

- (a) If to the Purchaser:

- (i) Name : Sixth Sense India Opportunities - III
 - (ii) Address : A-909, The Capital, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
 - (iii) Attention : Mr. Nikhil Vora
 - (iv) Email : nikhil@sixth-sense.in
- (b) If to the Seller:
- (i) Name : Basil Private Limited
 - (ii) Address : 22, Saint Georges Street, Port Louis, Mauritius
 - (iii) Attention : Mr Doonaye Sookye
 - (iv) Email : Pritish.Sookye@iqeq.com; Ops.TeamD@iqeq.com

14. TERMINATION

14.1 In the event that (i) the Conditions Precedent have not been fulfilled or waived in accordance with Clause 3 on or before the Long Stop Date, or (ii) Closing does not take place in accordance with Clause 4 read with Schedule 1 on the Closing Date, this Agreement shall automatically stand terminated, unless otherwise mutually agreed in writing between the Seller and the Purchaser.

14.2 In the event that this Agreement is terminated under Clause 14.1 above, no party hereto shall be entitled to make any claim against any other party, save and except in respect of any prior breach of this Agreement or right of action accrued prior to termination, provided that the Surviving Provisions shall survive the termination of this Agreement.

15. WHOLE AGREEMENT

This Agreement sets out the whole agreement between the parties in respect of the sale and purchase of the Sale Shares and supersedes any prior agreement (whether oral or written) relating to the Proposed Transaction.

16. WAIVERS, RIGHTS, AND REMEDIES

Except as expressly provided in this Agreement, no failure or delay by any party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

18. VARIATIONS

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

19. INVALIDITY

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that

respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

20. GOVERNING LAW AND JURISDICTION

20.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, Indian law.

20.2 Any and all disputes, differences, controversies or claims arising out of or in relation to this Agreement, including the scope, validity, existence, and interpretation hereof, the activities performed hereunder, or for the breach hereof shall be finally settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the rules framed thereunder (*Arbitration Act*) and either disputing party may issue a notice of the dispute to the other disputing party. The sole arbitrator shall be appointed in accordance with the Arbitration Act for the time being in force, the provisions of which shall be deemed to be incorporated by reference in this Clause 20. The decision of the sole arbitrator shall be rendered in writing and shall be final and binding upon the Parties. The costs, charges and expenses of the arbitration shall be payable as determined by the sole arbitrator in the award. The seat and venue of arbitration shall be in New Delhi, India and the arbitration proceedings shall be conducted in the English language. The award rendered by the sole arbitrator may be entered in any court of competent jurisdiction.

20.3 Subject to Clause 20.2, the Parties agree that the courts of New Delhi, India are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the New Delhi courts.

[Signature pages follow the Schedules]

SCHEDULE 1

CLOSING ARRANGEMENTS

A : SELLER OBLIGATIONS

1. At Closing, upon receipt of the Price and confirmation of payment of stamp duty in accordance with paragraph B.2 below, the Seller shall deliver the duly and correctly signed irrevocable delivery instructions slip addressed by the Seller to its depository participant to debit from the Seller's depository account and to credit the Sale Shares in the Purchaser's depository account as set out below:

DP ID: IN300484
DP Name: AXIS BANK LIMITED
Client ID: 30313522

B : PURCHASER OBLIGATIONS

1. At Closing, the Purchaser shall pay by electronic funds transfer for value on the Closing Date the Price to the following bank account of the Seller:

Beneficiary's Name	Basil Private Limited
Beneficiary's Bank Account No	080-165764-020
IBAN Number	MU47HSBC0780080165764020000USD
Banker's Name & Address	HSBC Bank (Mauritius) Limited 6th Floor, HSBC Centre, 18, CyberCity, Ebene, Mauritius
SWIFT Code	HSBCMUMUOBU
Beneficiary's Bank's Correspondent Bank Name & Address	HSBC Bank USA, New York
Correspondent Bank SWIFT code	MRMDUS33

2. The Purchaser shall deposit the applicable stamp duty payable upon the transfer of the Sale Shares in the bank account as set out below, and shall provide the Seller with confirmation of such deposit having been completed.

Cash Account No:	22205594022
Cash Account Title:	BASIL PRIVATE LIMITED- FDI - SS INTERNAL NON-CASA ACCOUNT
Bank	Standard Chartered Bank
Branch	23-25 M.G.Road, Fort, Mumbai 400001
IFSC Code	SCBL0036084

SCHEDULE 2

DEFINITIONS AND INTERPRETATION

1. **Definitions.** In this Agreement, the following words and expressions shall have the following meanings:

Affiliate shall mean, in relation to any Party, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with another Person and shall include any subsidiary or any parent company of that Party and any subsidiary of any such parent company, in each case from time to time; Without prejudice to the above, in relation to Purchaser, an Affiliate shall, in addition to the above, include: (i) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle, in which Purchaser is a general partner, significant shareholder, investment manager, settlor; (ii) any general partner of Purchaser; (iii) any fund, collective investment scheme, trust, partnership (including any co-investment partnership), Person, special purpose or other vehicle which undertakes its respective business under the same brand name or trade name as Purchaser; or (iv) any fund, collective investment scheme, trust, partnership (including, any co-investment partnership), special purpose or other vehicle in which any general partner of Purchaser or an Affiliate of such general partner or Purchaser is a general partner, significant shareholder, investment manager, settlor, at present or in the future;

Business Day means a day other than a Saturday or Sunday or public holiday in Mauritius or in India on which banks are open in Mauritius and in India for general commercial business;

Closing means completion of the sale and purchase of the Sale Shares in accordance with the provisions of this Agreement;

Closing Date has the meaning given in Clause 4.1;

Company means Veeda Clinical Research Limited, a company incorporated in India, having its registered office at Shivalik Plaza A, 2nd Floor, Opposite Ahmedabad Management Association, Ambawadi, Ahmedabad 380015, Gujarat, India;

Losses mean any and all: (a) monetary damages, losses, fines, penalties as payable under applicable laws (including any liability imposed under any statutory or government order), claims, demand, action, proceedings, judgment, decree or direction passed or made by any governmental authority, and (b) amounts paid in settlement, interest, court costs, reasonable costs of investigation actually incurred, reasonable fees and expenses of attorneys, accountants, and other experts actually incurred, and other reasonable expenses actually incurred of litigation or of any claim, default, or assessment, but in each case, excluding consequential, indirect, exemplary or special loss or damage, loss of profits or revenue and diminution of value;

Price means the USD Equivalent of INR 35,19,99,832.66 (Indian Rupees Thirty Five Crore Nineteen Lakhs Ninety Nine Thousand Eight Hundred Thirty Two and Sixty Six paise only), being the aggregate price payable by the Purchaser to the Seller for the purchase of all the Sale Shares calculated on the basis on INR 367.22 (Indian Rupees Three Hundred Sixty Seven and Twenty Two Paise only) per Sale Share;

Proposed Transaction means the transaction contemplated by this Agreement;

Sale Shares shall mean in aggregate 9,58,553 (Nine Lakhs Fifty Eight Thousand Five Hundred Fifty Three) equity shares of the Company, each having a face value of INR 2 per share, that are held by the Seller on or prior to Closing Date and which are proposed to be sold to the Purchaser in accordance with the terms of this Agreement;

Surviving Provisions means Clauses 8 (*Confidentiality*), 13 (*Notices*), 20 (*Governing Law and Jurisdiction*) and Schedule 2 (*Definitions and Interpretation*);

Third Party Right means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion or any other contractual restriction) or any encumbrance including, mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, voting trust agreement, restriction or limitation of any nature whatsoever, including restriction on use, voting, non-disposal undertaking, the exercise of any other attribute of ownership (including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable laws) or any other adverse claim of any kind in respect of such asset or any agreement to create any of the above;

USD Equivalent means the United States Dollar value of the relevant INR amount in the relevant banking channel as on the date of remittance; and

Working Hours means 9.30 am to 5.30 pm in the relevant location on a Business Day.

2. Interpretation. In this Agreement, unless the context otherwise requires:

- (a) references to a **person** include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
- (b) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa, and references to one gender include all genders;
- (c) references to any Indian legal term or concept shall, in respect of any jurisdiction other than India, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (d) any phrase introduced by the terms **including, include, in particular,** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

3. Schedules and Exhibits. The Schedules and Exhibits comprise schedules and exhibits to this Agreement and form part of this Agreement.

SCHEDULE 3
CONDITIONS PRECEDENT

1. The Seller shall have obtained a certification from an independent chartered accountant, in a form and manner acceptable to the Purchaser, stating that there are no tax proceedings under the Income Tax Act, 1961 or any liability for any unpaid income tax in India pending against the Seller, including any proceedings under the Section 281 of the Income Tax Act, 1961.
2. The Company and the Sellers shall have obtained a certificate of fair value of Sale Shares from a merchant banker / chartered accountant in accordance with the IT Act and the Foreign Exchange Management Act, 1999.
3. The Seller shall have provided the Purchaser with a tax computation in relation to the sale of the Sale Shares.
4. The Seller shall have provided copy of the duly completed but unexecuted and undated delivery instruction slip for transfer of Sale Shares.
5. The Seller shall have delivered to the Purchaser the certified true copies of the respective depository account statements reflecting its shareholding in the Company.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties and is intended to be and is hereby delivered on the date first above written.

Signed and delivered for and on behalf of

BASIL PRIVATE LIMITED

duly represented through its authorised representative

Signature : 
Name : Doonaye Sookye
Title : Director

Signed and delivered for and on behalf of
SIXTH SENSE INDIA OPPORTUNITIES – III
duly represented through its authorised representative

A handwritten signature in black ink is positioned to the left of a circular purple stamp. The stamp contains the text "SIXTH SENSE VENTURES ADVISORS LLP" around the perimeter, "MUMBAI" in the center, and a small star at the bottom.

Signature : _____

Name : Nikhil Vora

Designation : Founder & CEO, Sixth Sense Ventures Advisors LLP (Investment Manager of
"Sixth Sense India Opportunities III")



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL51801236009255T
Certificate Issued Date : 18-Nov-2021 12:31 PM
Account Reference : IMPACC (IV)/ dl776303/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL77630396822474399858T
Purchased by : EMERGE CAPITAL OPPORTUNITIES SCHEME
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : EMERGE CAPITAL OPPORTUNITIES SCHEME
Second Party : BASIL PRIVATE LIMITED
Stamp Duty Paid By : EMERGE CAPITAL OPPORTUNITIES SCHEME
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

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Satish

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18 NOVEMBER, 2021

EMERGE CAPITAL OPPORTUNITIES SCHEME

AND

BASIL PRIVATE LIMITED

AGREEMENT

for the sale and purchase of
EQUITY SHARES

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THIS AGREEMENT is made on 18th November, 2021

PARTIES:

1. **Emerge Capital Opportunities Scheme**, an entity duly organised and existing under the laws of India and having its principal office at B 802, Naman Midtown, Senapati Bapat Marg, Elphinstone, Mumbai, Maharashtra - 400013 (hereinafter referred to as the *Purchaser*, 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

2. **Basil Private Limited**, a company duly organised and existing under the laws of Mauritius and having its principal office at 22, Saint Georges Street, Port Louis, Mauritius (hereinafter referred to as *Seller*, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns).

(together the *parties*)

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 2.

IT IS AGREED:

1. SALE AND PURCHASE

The Seller shall sell and the Purchaser shall purchase the Sale Shares with effect from Closing free from all Third Party Rights and with all rights then attaching to them including, in relation to the Sale Shares, the right to receive all distributions and dividends declared, paid or made in respect of the Sale Shares after Closing. The sale and purchase of the Sale Shares shall be on the terms set out in this Agreement.

2. PRICE

2.1 The aggregate consideration for the Sale Shares shall be the Price.

3. CLOSING

3.1 Closing shall take place on a Business Day that falls within 2 days from the execution of this Agreement (the *Closing Date*).

3.2 At Closing the Seller waives any rights over the Sale Shares conferred on it or held by it by virtue of the Company's articles of association or otherwise.

3.3 At Closing, each of the parties shall deliver or perform (or ensure that there is delivered or performed) all those documents, items and actions respectively listed in relation to that party or any of its Affiliates (as the case may be) in Schedule 1.

4. SELLER WARRANTIES

4.1 The Seller warrants to the Purchaser that as at the date of this Agreement:

(a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement;

- (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;
- (c) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority, where any such breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement;
- (d) it is the sole legal and beneficial owner and is entitled to sell and transfer the full legal and beneficial ownership of the Sale Shares on the terms set out in this Agreement;
- (e) it holds the Sale Shares free from all Third Party Rights (other than any Third Party Rights explicitly set forth in the Articles) and upon delivery to the Purchaser under the terms hereof, the Purchaser shall receive clear title to the Sale Shares; and
- (f) it has the requisite power and authority to enter into and perform this Agreement.

5. PURCHASER WARRANTIES

5.1 The Purchaser warrants to the Seller that as at the date of this Agreement:

- (a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;
- (c) it has the requisite power and authority to enter into and perform this Agreement;
- (d) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) (subject, where applicable, to fulfilment of the Purchaser Conditions) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority, where any such breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement; and
- (e) pursuant to the background check requirements of the Company, the Purchaser and all principals thereof have not (i) engaged in any prior or current criminal activity which would or reasonably would be expected to rise to the level of a felony offense, (ii) been accused by a competent regulator, voluntarily disclosed or admitted to, or has otherwise been found by a court of competent jurisdiction to have violated, attempted to violate, aided or abetted another party to violate, or conspired to violate any of the anti-corruption laws or (iii) any evidence that the Purchaser or related principals have been blacklisted or identified as a defaulting entity by and Indian authority that would prevent any such party from making an investment directly or indirectly into India.

6. CONFIDENTIALITY

The parties hereto acknowledge that the terms of this Agreement, including its existence, and any other non-public or proprietary information disclosed by a Party to other Party(ies) shall be considered confidential information and shall not be disclosed by the parties hereto to any Third Party except (i) where required by applicable law or any government authority and/or (ii) to its Affiliates and investors that are bound by appropriate confidentiality obligations.

7. ASSIGNMENT

Except as provided in this clause 7 or unless the Seller and the Purchaser specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this clause 7 shall be void.

8. TRANSFER

8.1 The Purchaser shall not be permitted to Transfer the Sale Shares (including any interest thereof) held by them to any Person until the consummation of the initial public offering of the Company (*IPO*). Additionally, the Purchaser will offer its Sale Shares for lock-in post *IPO* as per requirements under applicable law.

9. FURTHER ASSURANCES

9.1 Each of the parties shall, execute such further documents as may be required by law or be necessary to implement and give effect to this Agreement.

9.2 Each of the parties shall procure that its Affiliates comply with all obligations under this Agreement which are expressed to apply to any such Affiliates.

10. COSTS

10.1 The parties shall each be responsible for their own Costs, charges and other expenses (including those of its Affiliates) incurred in connection with the Proposed Transaction.

10.2 The Buyer shall bear all stamp duty arising as a result of the transfer of the Sale Shares, including stamp duty payable on this Agreement.

11. NOTICES

11.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, fax, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by fax provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

11.2 The addresses and fax numbers of the parties for the purpose of clause 11.1 are:

(a) If to the Purchaser:

(i) Name : Emerge Capital Opportunities Scheme

(ii) Address : 301, 3rd Floor, LSC, Plot No 5, Derawal Nagar, Gujrawala Town, Delhi - 110009

(iii) Attention: Sahil Jain

(iv) Email : sahil@advisorscx.in

- (b) If to the Seller:
- (i) Name : Basil Private Limited
 - (ii) Address : 22, Saint Georges Street, Port Louis, Mauritius
 - (iii) Attention : Mr Doonaye Sookye
 - (iv) Email : Pritish.Sookye@iqeq.com; Ops.TeamD@iqeq.com

12. TERMINATION

Notwithstanding anything contrary in this Agreement, this Agreement shall be terminated automatically upon consummation of the IPO.

13. WHOLE AGREEMENT

This Agreement sets out the whole agreement between the parties in respect of the sale and purchase of the Sale Shares and supersede any prior agreement (whether oral or written) relating to the Proposed Transaction.

14. WAIVERS, RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, no failure or delay by any party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

16. VARIATIONS

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

17. INVALIDITY

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, Indian law.

18.2 The Parties agree that the courts of New Delhi are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the New Delhi courts.

SCHEDULE 1

CLOSING ARRANGEMENTS

A : SELLER OBLIGATIONS

1. At Closing, upon receipt of the Price and applicable stamp duty challan, the Seller shall ensure the transfer of the Sale Shares to the following depository account of the Purchaser:

DP ID : IN303173
DP Name : Kotak Mahindra Bank Ltd
Client ID : 20214113

2. The Seller shall provide to the Purchaser resolutions of its board of directors approving this Agreement and duly authorising its execution.

3. The Seller shall provide the Purchaser a tax computation in relation to the sale of the Sale Shares.

4. The Seller shall provide to the Purchaser a duly executed consent letter and declaration for the purposes of the filing in Form FC-TRS to be completed by the Purchaser with the Reserve Bank of India.

B : PURCHASER OBLIGATIONS

1. At Closing, the Purchaser shall pay by electronic funds transfer for value on the Closing Date the Price to the following bank account of the Seller:

Beneficiary's Name	Basil Private Limited
Beneficiary's Bank Account No	080-165764-020
IBAN Number	MU47HSBC0780080165764020000USD
Banker's Name & Address	HSBC Bank (Mauritius) Limited 6th Floor, HSBC Centre, 18, CyberCity, Ebene, Mauritius
SWIFT Code	HSBCMUMUOBU
Beneficiary's Bank's Correspondent Bank Name & Address	HSBC Bank USA, New York
Correspondent Bank SWIFT code	MRMDUS33

2. The Purchaser shall deposit the applicable stamp duty payable upon the transfer of the Sale Shares with the depository and shall provide a copy of challan evidencing payment of such stamp duty to the Seller

3. The Purchaser shall provide to the Seller resolutions of its board of directors approving this Agreement and duly authorising its execution.

4. The Purchaser shall complete filing of Form FC-TRS with the Reserve Bank of India to report the sale and purchase of the Sale Shares, and shall provide the Seller with a copy of the confirmation of acceptance of filing provided by the Reserve Bank of India, when available.

SCHEDULE 2

DEFINITIONS AND INTERPRETATION

1. **Definitions.** In this Agreement, the following words and expressions shall have the following meanings:

Affiliate shall mean, in relation to any Party, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with another Person and shall include any subsidiary or any parent company of that Party and any subsidiary of any such parent company, in each case from time to time;

Business Day means a day other than a Saturday or Sunday or public holiday in Mauritius or in India on which banks are open in Mauritius and in India for general commercial business;

Closing means completion of the sale and purchase of the Sale Shares in accordance with the provisions of this Agreement;

Closing Date has the meaning given in clause 3.1;

Company means Veeda Clinical Research Private Limited, a company incorporated in India, having its registered office at Shivalik Plaza A, 2nd Floor, Opposite Ahmedabad Management Association, Ambawadi, Ahmedabad -380015, Gujarat, India;

Price means the USD Equivalent of INR 6,99,99,844, being the aggregate price payable by the Purchaser to the Seller for the purchase of all the Sale Shares calculated on the basis on INR 367.22 per Sale Share;

Proposed Transaction means the transaction contemplated by this Agreement;

Sale Shares shall mean in aggregate 190,621 equity shares of the Company, each having a face value of INR 2 per share, that are held by the Seller on or prior to Closing Date and which are proposed to be sold to the Purchaser in accordance with the terms of this Agreement;

Surviving Provisions means clauses 6 (*Confidentiality*), 11 (*Notices*), 18 (*Governing Law and Jurisdiction*) and Schedule 2 (*Definitions and Interpretation*);

Third Party Right means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

USD Equivalent means the United States Dollar value of the relevant INR amount under consideration arrived at by converting the relevant Indian Rupee amount at the reference rate published on the website of the Financial Benchmarks India Private Limited 1 Business Day prior to the relevant date of remittance; and


Working Hours means 9.30am to 5.30pm in the relevant location on a Business Day.

2. **Interpretation.** In this Agreement, unless the context otherwise requires:

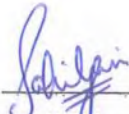
- (a) references to a *person* include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
 - (b) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
 - (c) references to any Indian legal term or concept shall, in respect of any jurisdiction other than India, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
 - (d) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - (e) Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the Effective Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
3. Schedules and Exhibits. The Schedules and Exhibits comprise schedules and exhibits to this Agreement and form part of this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties and is intended to be and is hereby delivered on the date first above written.

Signed and delivered for and on behalf of
BASIL PRIVATE LIMITED
duly represented through its authorised representative

Signature : 
Name : Doonaye Sookye
Title : Director

Signed and delivered for and on behalf of
EMERGE CAPITAL OPPORTUNITIES SCHEME
duly represented through its authorised representative

Signature :  _____
Name : Sahil Jain
Title : Authorized Signatory

22 NOVEMBER, 2021

MADHURI MADHUSUDAN KELA

BASIL PRIVATE LIMITED

AGREEMENT

for the sale and purchase of
EQUITY SHARES

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THIS AGREEMENT is made on 22nd November, 2021

PARTIES:

1. **Madhuri Madhusudan Kela**, wife of Mr. Madhusudan Kela and residing at 16th Floor, Vandan CHS, Near St. Elizabeth Hospital, Walkeshwar, Mumbai – 400006, Maharashtra, India (hereinafter referred to as the **Purchaser**, 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

2. **Basil Private Limited**, a company duly organised and existing under the laws of Mauritius and having its principal office at 22, Saint Georges Street, Port Louis, Mauritius (hereinafter referred to as **Seller**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns).

(together the **parties**)

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 2.

IT IS AGREED:

1. SALE AND PURCHASE

The Seller shall sell and the Purchaser shall purchase the Sale Shares with effect from Closing free from all Third Party Rights and with all rights then attaching to them including, in relation to the Sale Shares, the right to receive all distributions and dividends declared, paid or made in respect of the Sale Shares after Closing. The sale and purchase of the Sale Shares shall be on the terms set out in this Agreement.

2. PRICE

2.1 The aggregate consideration for the Sale Shares shall be the Price.

3. CLOSING

3.1 Closing shall take place on a Business Day that falls within 2 days from the execution of this Agreement (the **Closing Date**).

3.2 At Closing the Seller waives any rights over the Sale Shares conferred on it or held by it by virtue of the Company's articles of association or otherwise.

3.3 At Closing, each of the parties shall deliver or perform (or ensure that there is delivered or performed) all those documents, items and actions respectively listed in relation to that party or any of its Affiliates (as the case may be) in Schedule 1.

4. SELLER WARRANTIES

4.1 The Seller warrants to the Purchaser that as at the date of this Agreement:

- (a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its

obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;

- (c) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority, where any such breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement;
- (d) it is the sole legal and beneficial owner and is entitled to sell and transfer the full legal and beneficial ownership of the Sale Shares on the terms set out in this Agreement;
- (e) it holds the Sale Shares free from all Third Party Rights (other than any Third Party Rights explicitly set forth in the Articles) and upon delivery to the Purchaser under the terms hereof, the Purchaser shall receive clear title to the Sale Shares; and
- (f) it has the requisite power and authority to enter into and perform this Agreement.

5. PURCHASER WARRANTIES

5.1 The Purchaser warrants to the Seller that as at the date of this Agreement:

- (a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;
- (c) it has the requisite power and authority to enter into and perform this Agreement;
- (d) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) (subject, where applicable, to fulfilment of the Purchaser Conditions) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority, where any such breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement; and
- (e) pursuant to the background check requirements of the Company, the Purchaser and all principals thereof have not (i) engaged in any prior or current criminal activity which would or reasonably would be expected to rise to the level of a felony offense, (ii) been accused by a competent regulator, voluntarily disclosed or admitted to, or has otherwise been found by a court of competent jurisdiction to have violated, attempted to violate, aided or abetted another party to violate, or conspired to violate any of the anti-corruption laws or (iii) any evidence that the Purchaser or related principals have been blacklisted or identified as a defaulting entity by and Indian authority that would prevent any such party from making an investment directly or indirectly into India.

6. CONFIDENTIALITY

The parties hereto acknowledge that the terms of this Agreement, including its existence, and any other

non-public or proprietary information disclosed by a Party to other Party(ies) shall be considered confidential information and shall not be disclosed by the parties hereto to any Third Party except (i) where required by applicable law or any government authority and/or (ii) to its Affiliates and investors that are bound by appropriate confidentiality obligations.

7. ASSIGNMENT

Except as provided in this clause 7 or unless the Seller and the Purchaser specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this clause 7 shall be void.

8. TRANSFER

8.1 The Purchaser shall not be permitted to Transfer the Sale Shares (including any interest thereof) held by them to any Person until the consummation of the initial public offering of the Company (*IPO*). Additionally, the Purchaser will offer its Sale Shares for lock-in post IPO as per requirements under applicable law.

9. FURTHER ASSURANCES

9.1 Each of the parties shall, execute such further documents as may be required by law or be necessary to implement and give effect to this Agreement.

9.2 Each of the parties shall procure that its Affiliates comply with all obligations under this Agreement which are expressed to apply to any such Affiliates.

10. COSTS

10.1 The parties shall each be responsible for their own Costs, charges and other expenses (including those of its Affiliates) incurred in connection with the Proposed Transaction.

10.2 The Buyer shall bear all stamp duty arising as a result of the transfer of the Sale Shares, including stamp duty payable on this Agreement.

11. NOTICES

11.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, fax, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by fax provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.

11.2 The addresses and fax numbers of the parties for the purpose of clause 11.1 are:

- (a) If to the Purchaser:
 - (i) Name : Madhuri Madhusudan Kela
 - (ii) Address : 16th Floor, Vandan CHS, Near St. Elizabeth Hospital, Walkeshwar, Mumbai – 400006, Maharashtra, India
 - (iii) Attention: Madhuri Madhusudan Kela
 - (iv) Email : gdhoot@gmail.com

- (b) If to the Seller:
 - (i) Name : Basil Private Limited

- (ii) Address : 22, Saint Georges Street, Port Louis, Mauritius
- (iii) Attention : Mr Doonaye Sookye
- (iv) Email : Pritish.Sookye@iqeq.com; Ops.TeamD@iqeq.com

12. TERMINATION

Notwithstanding anything contrary in this Agreement, this Agreement shall be terminated automatically upon consummation of the IPO.

13. WHOLE AGREEMENT

This Agreement sets out the whole agreement between the parties in respect of the sale and purchase of the Sale Shares and supersede any prior agreement (whether oral or written) relating to the Proposed Transaction.

14. WAIVERS, RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, no failure or delay by any party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

15. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

16. VARIATIONS

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

17. INVALIDITY

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

18. GOVERNING LAW AND JURISDICTION

18.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, Indian law.

18.2 The Parties agree that the courts of New Delhi are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the New Delhi courts.

SCHEDULE 1

CLOSING ARRANGEMENTS

A : SELLER OBLIGATIONS

1. At Closing, upon receipt of the Price and applicable stamp duty challan, the Seller shall ensure the transfer of the Sale Shares to the following depository account of the Purchaser:

DP ID : 12049800

DP Name : Pace Stock Broking Services Private Limited

Client ID : 00245968

2. The Seller shall provide to the Purchaser resolutions of its board of directors approving this Agreement and duly authorising its execution.

3. The Seller shall provide the Purchaser a tax computation in relation to the sale of the Sale Shares.

4. The Seller shall provide to the Purchaser a duly executed consent letter and declaration for the purposes of the filing in Form FC-TRS to be completed by the Purchaser with the Reserve Bank of India.

B : PURCHASER OBLIGATIONS

1. At Closing, the Purchaser shall pay by electronic funds transfer for value on the Closing Date the Price to the following bank account of the Seller:

Beneficiary's Name	Basil Private Limited
Beneficiary's Bank Account No	080-165764-020
IBAN Number	MU47HSBC0780080165764020000USD
Banker's Name & Address	HSBC Bank (Mauritius) Limited 6th Floor, HSBC Centre, 18, CyberCity, Ebene, Mauritius
SWIFT Code	HSBCMUMUOBU
Beneficiary's Bank's Correspondent Bank Name & Address	HSBC Bank USA, New York
Correspondent Bank SWIFT code	MRMDUS33

2. The Purchaser shall deposit the applicable stamp duty payable upon the transfer of the Sale Shares with the depository and shall provide a copy of challan evidencing payment of such stamp duty to the Seller

3. The Purchaser shall provide to the Seller resolutions of its board of directors approving this Agreement and duly authorising its execution.

4. The Purchaser shall complete filing of Form FC-TRS with the Reserve Bank of India to report the sale and purchase of the Sale Shares, and shall provide the Seller with a copy of the confirmation of acceptance of filing provided by the Reserve Bank of India, when available.

SCHEDULE 2

DEFINITIONS AND INTERPRETATION

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

Affiliate shall mean, in relation to any Party, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with another Person and shall include any subsidiary or any parent company of that Party and any subsidiary of any such parent company, in each case from time to time;

Business Day means a day other than a Saturday or Sunday or public holiday in Mauritius or in India on which banks are open in Mauritius and in India for general commercial business;

Closing means completion of the sale and purchase of the Sale Shares in accordance with the provisions of this Agreement;

Closing Date has the meaning given in clause 3.1;

Company means Veeda Clinical Research Private Limited, a company incorporated in India, having its registered office at Shivalik Plaza A, 2nd Floor, Opposite Ahmedabad Management Association, Ambawadi, Ahmedabad -380015, Gujarat, India;

Price means the USD Equivalent of INR 8,99,99,746, being the aggregate price payable by the Purchaser to the Seller for the purchase of all the Sale Shares calculated on the basis on INR 367.22 per Sale Share;

Proposed Transaction means the transaction contemplated by this Agreement;

Sale Shares shall mean in aggregate 245,084 equity shares of the Company, each having a face value of INR 2 per share, that are held by the Seller on or prior to Closing Date and which are proposed to be sold to the Purchaser in accordance with the terms of this Agreement;

Surviving Provisions means clauses 6 (*Confidentiality*), 11 (*Notices*), 18 (*Governing Law and Jurisdiction*) and Schedule 2 (*Definitions and Interpretation*);

Third Party Right means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

USD Equivalent means the United States Dollar value of the relevant INR amount under consideration arrived at by converting the relevant Indian Rupee amount at the reference rate published on the website of the Financial Benchmarks India Private Limited 1 Business Day prior to the relevant date of remittance; and

Working Hours means 9.30am to 5.30pm in the relevant location on a Business Day.

2. Interpretation. In this Agreement, unless the context otherwise requires:

- (a) references to a *person* include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);
 - (b) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
 - (c) references to any Indian legal term or concept shall, in respect of any jurisdiction other than India, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
 - (d) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - (e) Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the Effective Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
3. Schedules and Exhibits. The Schedules and Exhibits comprise schedules and exhibits to this Agreement and form part of this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties and is intended to be and is hereby delivered on the date first above written.

Signed and delivered for and on behalf of


BASIL PRIVATE LIMITED

duly represented through its authorised representative

Signature :  _____
Name : Doonaye Sookye
Title : Director

Signed and delivered for

Mrs Madhuri Madhusudan Kela

Signature : 
Name : Madhuri Madhusudan Kela

MADHURI
MADHUS
UDAN
KELA

Digitally signed by MADHURI MADHUSUDAN KELA
DN: cn=MADHURI MADHUSUDAN KELA, o=KELA, ou=KELA, email=MADHURI.MADHUSUDAN.KELA@KELA.COM, serial=1, version=3
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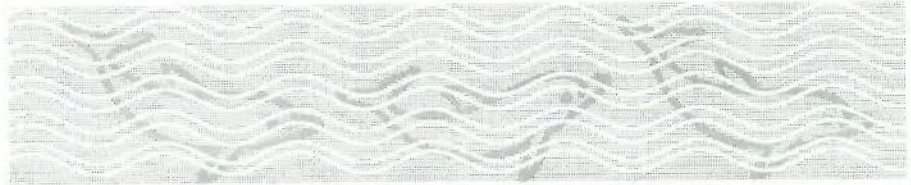
Government of National Capital Territory of Delhi



सत्यमेव जयते

e-Stamp

Certificate No.	: IN-DL41490105146790T
Certificate Issued Date	: 25-Oct-2021 05:00 PM
Account Reference	: IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL78390376120860568184T
Purchased by	: Abakkus Asset Manager LLP
Description of Document	: Article 5 General Agreement
Property Description	: Contribution Agreement
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Abakkus Asset Manager LLP
Second Party	: Amicorp Trustees India Private Limited
Stamp Duty Paid By	: Abakkus Asset Manager LLP
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



Please write or type below this line.....

This Stamp paper is an integral part of Share Purchase Agreement executed between Abakkus Emerging Opportunities Fund-1 and Basil Private Limited executed on November 26, 2021.

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.



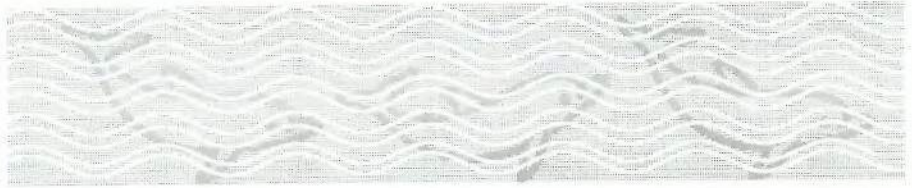
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Certificate Issued Date	: 25-Oct-2021 05:01 PM
Account Reference	: IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL78390376120042423479T
Purchased by	: Abakkus Asset Manager LLP
Description of Document	: Article 5 General Agreement
Property Description	: Contribution Agreement
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Abakkus Asset Manager LLP
Second Party	: Amicorp Trustees India Private Limited
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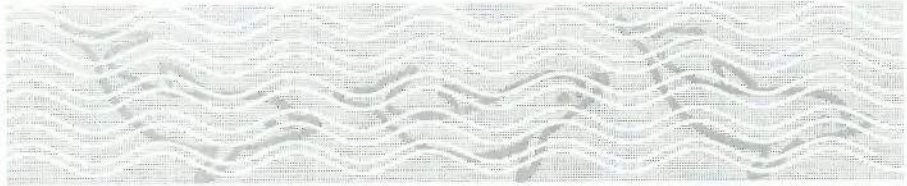
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Certificate Issued Date	: 25-Oct-2021 05:01 PM
Account Reference	: IMPACC (IV)/ d1783903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL41491160286400T
Purchased by	: Abakkus Asset Manager LLP
Description of Document	: Article 5 General Agreement
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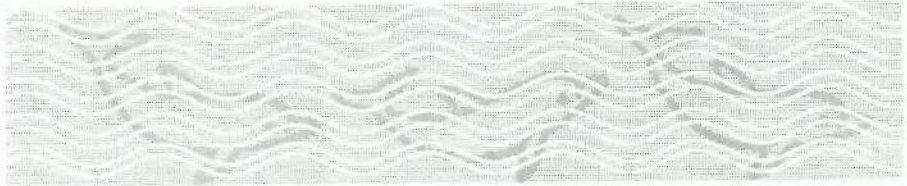
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Account Reference	: IMPACC (IV)/dl783903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL78390376120690598858T
Purchased by	: Abakkus Asset Manager LLP
Description of Document	: Article 5 General Agreement
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First Party	: Abakkus Asset Manager LLP
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Certificate Issued Date : 25-Oct-2021 05:01 PM
Account Reference : IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL41490732904118T
Purchased by : Abakkus Asset Manager LLP
Description of Document : Article 5 General Agreement
Property Description : Contribution Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : Abakkus Asset Manager LLP
Second Party : Amicorp Trustees India Private Limited
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Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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सत्यमेव जयते

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Certificate No.

: IN-DL41491389237412T

Certificate Issued Date

: 25-Oct-2021 05:01 PM

Account Reference

: IMPACC (IV)/ dl783903/ DELHI/ DL-DLH

Unique Doc. Reference

: SUBIN-DL78390376119627919901T

Purchased by

: Abakkus Asset Manager LLP

Description of Document

: Article 5 General Agreement

Property Description

: Contribution Agreement

Consideration Price (Rs.)

: 0
(Zero)

First Party

: Abakkus Asset Manager LLP

Second Party

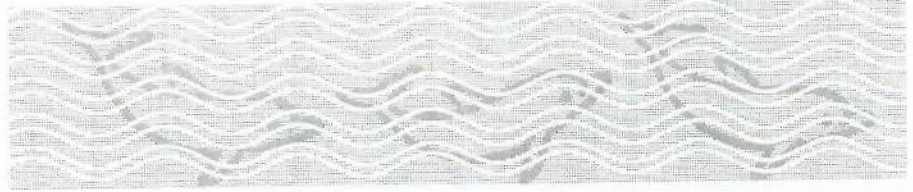
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26TH NOVEMBER, 2021

ABAKKUS EMERGING OPPORTUNITIES FUND-1

BASIL PRIVATE LIMITED

AGREEMENT

for the sale and purchase of
EQUITY SHARES



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THIS AGREEMENT is made on 26th November, 2021

PARTIES:

1. **Abakkus Emerging Opportunities Fund-1**, an entity duly organised and existing under the laws of Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, and having its principal office at Abakkus Corporate Centre, 6th Floor, Param House, Shanti Nagar, Santacruz Chembur Link Road, Santacruz East, Mumbai 400055 (hereinafter referred to as the **Purchaser**, 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

2. **Basil Private Limited**, a company duly organised and existing under the laws of Mauritius and having its principal office at 22, Saint Georges Street, Port Louis, Mauritius (hereinafter referred to as **Seller**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns).

(together the *parties*)

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 2.

IT IS AGREED:

1. SALE AND PURCHASE

The Seller shall sell and the Purchaser shall purchase the Sale Shares with effect from Closing free from all Third Party Rights and with all rights then attaching to them including, in relation to the Sale Shares, the right to receive all distributions and dividends declared, paid or made in respect of the Sale Shares after Closing. The sale and purchase of the Sale Shares shall be on the terms set out in this Agreement.

2. PRICE

2.1 The aggregate consideration for the Sale Shares shall be the Price.

3. CLOSING

3.1 Closing shall take place on a Business Day that falls within 2 days from the execution of this Agreement (the *Closing Date*) but in no event shall be later than November 30, 2021.

3.2 At Closing the Seller waives any rights over the Sale Shares conferred on it or held by it by virtue of the Company's articles of association or otherwise.

3.3 At Closing, each of the parties shall deliver or perform (or ensure that there is delivered or performed) all those documents, items and actions respectively listed in relation to that party or any of its Affiliates (as the case may be) in Schedule 1.

4. SELLER WARRANTIES

4.1 The Seller warrants to the Purchaser that as at the date of this Agreement:

(a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement.

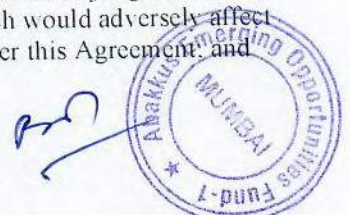


- (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;
- (c) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority (iii) any deed, contract, letter or arrangement of any nature to which the Seller is a party or may be bound or by which any part of such Seller's properties or assets may be bound, where any such breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement;
- (d) it is the sole legal and beneficial owner and is entitled to sell and transfer the full legal and beneficial ownership of the Sale Shares on the terms set out in this Agreement; The Sale Shares owned by Seller are fully paid up.
- (e) it has acquired the Sale Shares (property) via legal means and not via any proceeds of crime as defined under the Prevention of Money laundering Act, 2002 or not via any other tainted or ill-gotten money or means;
- (f) it holds the Sale Shares free from all Third-Party Rights including lien, claims or encumbrances, (other than any Third Party Rights explicitly set forth in the Articles) and upon delivery to the Purchaser under the terms hereof, the Purchaser shall receive clear title to the Sale Shares;
- (g) it has the requisite power and authority to enter into and perform this Agreement; and
- (h) The Seller is non-resident under the IT Act for the entire financial year in which the Closing Date falls. The Seller holds and has always held the Sale Shares as "Capital Assets" and has incurred loss in sale of Sale Shares to the Purchaser.

5. PURCHASER WARRANTIES

5.1 The Purchaser warrants to the Seller that as at the date of this Agreement:

- (a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement;
- (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;
- (c) it has the requisite power and authority to enter into and perform this Agreement;
- (d) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) (subject, where applicable, to fulfilment of the Purchaser Conditions) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority, where any such breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement; and



- (c) pursuant to the background check requirements of the Company, the Purchaser and all principals thereof have not (i) engaged in any prior or current criminal activity which would or reasonably would be expected to rise to the level of a felony offense, (ii) been accused by a competent regulator, voluntarily disclosed or admitted to, or has otherwise been found by a court of competent jurisdiction to have violated, attempted to violate, aided or abetted another party to violate, or conspired to violate any of the anti-corruption laws or (iii) any evidence that the Purchaser or related principals have been blacklisted or identified as a defaulting entity by and Indian authority that would prevent any such party from making an investment directly or indirectly into India.

6. INDEMNITY

- 6.1 The Seller hereby agrees to indemnify and keep indemnified, save, defend and hold harmless the Purchaser, from and against any and all Losses suffered or incurred by the Purchaser on account of any of the Seller Warranties being untrue or incorrect or inaccurate or misleading, in any respect.
- 6.2 The rights and remedies of the Purchaser in respect of any breach of any of the Seller Warranties shall not be affected by any actual, implied or constructive knowledge on behalf of the Purchaser of any fact or circumstance amounting to any breach of a Seller Warranty by the Seller.
- 6.3 The aggregate liability of the Seller under Clause 6.1 shall be limited to the Price received by the Seller, provided that the Seller shall not be liable for any claims made by the Purchaser under Clause 6.1 above after the expiry of 3 (three) years from the Closing.

7. CONFIDENTIALITY

The parties hereto acknowledge that the terms of this Agreement, including its existence, and any other non-public or proprietary information disclosed by a Party to other Party(ies) shall be considered confidential information and shall not be disclosed by the parties hereto to any Third Party except (i) where required by applicable law or any government authority and/or (ii) to its Affiliates and investors that are bound by appropriate confidentiality obligations.

8. ASSIGNMENT

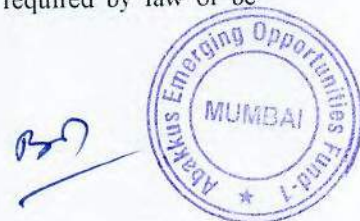
Except as provided in this clause 8 or unless the Seller and the Purchaser specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this clause 8 shall be void.

9. TRANSFER

- 9.1 The Purchaser shall not be permitted to Transfer the Sale Shares (including any interest thereof) held by them to any Person until the consummation of the initial public offering of the Company (*IPO*). Additionally, the Purchaser will offer its Sale Shares for lock-in post IPO as per requirements under applicable law.

10. FURTHER ASSURANCES

- 10.1 Each of the parties shall, execute such further documents as may be required by law or be necessary to implement and give effect to this Agreement.



- 10.2 Each of the parties shall procure that its Affiliates comply with all obligations under this Agreement which are expressed to apply to any such Affiliates.

11. COSTS

- 11.1 The parties shall each be responsible for their own Costs, charges and other expenses (including those of its Affiliates) incurred in connection with the Proposed Transaction.
- 11.2 The Buyer shall bear all stamp duty arising as a result of the transfer of the Sale Shares, including stamp duty payable on this Agreement.

12. NOTICES

- 12.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, fax, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by fax provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the third following Business Day.

- 12.2 The addresses and fax numbers of the parties for the purpose of clause 12.1 are:

- (a) If to the Purchaser:
- | | |
|-----------------|--|
| (i) Name | : Abakkus Emerging Opportunities Fund-1 |
| (ii) Address | : Abakkus Corporate Centre, 6th Floor, Param House, Shanti Nagar, Santacruz Chembur Link Road, Santacruz East, Mumbai 400055 |
| (iii) Attention | : Mr. Biharilal Deora |
| (iv) Email | : Biharilal.deora@abakkusinvest.com |
- (b) If to the Seller:
- | | |
|-----------------|--|
| (i) Name | : Basil Private Limited |
| (ii) Address | : 22, Saint Georges Street, Port Louis, Mauritius |
| (iii) Attention | : Mr Doonaye Sookye |
| (iv) Email | : <u>Pritish.Sookye@iqeq.com</u> ; <u>Ops.TeamD@iqeq.com</u> |

13. TERMINATION

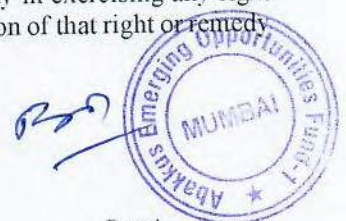
Notwithstanding anything contrary in this Agreement, this Agreement shall be terminated automatically upon consummation of the IPO.

14. WHOLE AGREEMENT

This Agreement sets out the whole agreement between the parties in respect of the sale and purchase of the Sale Shares and supersede any prior agreement (whether oral or written) relating to the Proposed Transaction.

15. WAIVERS, RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, no failure or delay by any party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy.



or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

17. VARIATIONS

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

18. INVALIDITY

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, Indian law.
- 19.2 The Parties agree that the courts of New Delhi are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the New Delhi courts.



SCHEDULE 1
CLOSING ARRANGEMENTS

A : SELLER OBLIGATIONS

1. At Closing, upon receipt of the Price and confirmation of payment of stamp duty in accordance with paragraph B.2 below, the Seller shall deliver the duly and correctly signed irrevocable delivery instructions, within 24 hours, addressed by the seller to its depository participant to debit from the Seller's depository account and to credit the Sale shares in the Purchaser's depository account, within T+4 business days, as set out below:

DP ID : IN303173
DP Name : Kotak Mahindra Bank Limited
Client ID : 20200938
2. The Seller shall provide to the Purchaser resolutions of its board of directors approving this Agreement and duly authorising its execution.
3. The Seller shall provide the Purchaser a tax computation certificate in relation to the sale of the Sale Shares from a big 4 accounting firm.
4. The Seller shall have obtained a certification from a big 4 accounting firm stating that there are no Tax Proceedings under the IT Act or any liability for any unpaid income tax in India pending against the Seller, including any proceedings under the Section 281 of the IT Act.
5. The Seller shall provide to the Purchaser a duly executed consent letter and declaration for the purposes of the filing in Form FC-TRS to be completed by the Purchaser with the Reserve Bank of India.
6. The Seller shall arrange for the board resolution to approve transfer of shares in favor of Purchaser and provide a certified true copy of the resolution to the Purchaser within 1 working days of Closing Date.
7. It is clarified that in case of failure to complete any activities mentioned herein or breach of any warranties, the Seller agrees to forthwith transfer the Price to the bank account of the Purchaser within 5 days.

B : PURCHASER OBLIGATIONS

1. At Closing, the Purchaser shall pay by electronic funds transfer for value on the Closing Date the Price to the following bank account of the Seller:

Beneficiary's Name	Basil Private Limited
Beneficiary's Bank Account No	080-165764-020
IBAN Number	MU47HSBC0780080165764020000USD
Banker's Name & Address	HSBC Bank (Mauritius) Limited 6th Floor, HSBC Centre, 18, CyberCity, Ebene, Mauritius
SWIFT Code	HSBCMUMUOBU
Beneficiary's Bank's Correspondent Bank Name & Address	HSBC Bank USA, New York
Correspondent Bank SWIFT code	MRMDUS33



2. The Purchaser shall deposit the applicable stamp duty payable upon the transfer of the Sale Shares in the bank account as set out below and shall provide the seller with confirmation of such deposit having been completed.

Cash Account Number	22205594022
Cash Account Title	BASIL PRIVATE LIMITED- FDI - SS INTERNAL NON-CASA ACCOUNT
Banker's Name & Address	Standard Chartered Bank 23-25, M.G. Road, Fort, Mumbai - 400001
IFSC Code	SCBL0036084

3. The Purchaser shall provide to the Seller resolutions of its board of directors approving this Agreement and duly authorising its execution.
4. The Purchaser shall complete filing of Form FC-TRS with the Reserve Bank of India to report the sale and purchase of the Sale Shares within 60 days from the Closing Date, and shall provide the Seller with a copy of the confirmation of acceptance of filing provided by the Reserve Bank of India, when available.



SCHEDULE 2

DEFINITIONS AND INTERPRETATION

1. Definitions. In this Agreement, the following words and expressions shall have the following meanings:

Affiliate shall mean, in relation to any Party, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with another Person and shall include any subsidiary or any parent company of that Party and any subsidiary of any such parent company, in each case from time to time;

Business Day means a day other than a Saturday or Sunday or public holiday in Mauritius or in India on which banks are open in Mauritius and in India for general commercial business;

Closing means completion of the sale and purchase of the Sale Shares in accordance with the provisions of this Agreement;

Closing Date has the meaning given in clause 3.1;

Company means Veeda Clinical Research Private Limited, a company incorporated in India, having its registered office at Shivalik Plaza A, 2nd Floor, Opposite Ahmedabad Management Association, Ambawadi, Ahmedabad -380015, Gujarat, India;

Price means the USD Equivalent of INR 142,900,358, being the aggregate price payable by the Purchaser to the Seller for the purchase of all the Sale Shares calculated on the basis on INR 367.22 per Sale Share;

Proposed Transaction means the transaction contemplated by this Agreement;

Sale Shares shall mean in aggregate 389,141 equity shares of the Company, each having a face value of INR 2 per share, that are held by the Seller on or prior to Closing Date and which are proposed to be sold to the Purchaser in accordance with the terms of this Agreement;

Surviving Provisions means clauses 6 (*Confidentiality*), 11 (*Notices*), 18 (*Governing Law and Jurisdiction*) and Schedule 2 (*Definitions and Interpretation*);

Third Party Right means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;

USD Equivalent means the United States Dollar value of the relevant INR amount under consideration arrived at by converting the relevant Indian Rupee amount at the reference rate published on the website of the Financial Benchmarks India Private Limited 1 Business Day prior to the relevant date of remittance; and

Working Hours means 9.30am to 5.30pm in the relevant location on a Business Day.

2. Interpretation. In this Agreement, unless the context otherwise requires:

- (a) references to a *person* include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);



- (b) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
 - (c) references to any Indian legal term or concept shall, in respect of any jurisdiction other than India, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
 - (d) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
 - (e) Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the Effective Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
3. Schedules and Exhibits. The Schedules and Exhibits comprise schedules and exhibits to this Agreement and form part of this Agreement.



IN WITNESS WHEREOF this Agreement has been duly executed by the parties and is intended to be and is hereby delivered on the date first above written.

Signed and delivered for and on behalf of

BASIL PRIVATE LIMITED

duly represented through its authorised representative

Signature : 
Name : Doonave Sookye
Title : Director

Signed and delivered for and on behalf of

ABAKKUS EMERGING OPPORTUNITIES FUND-1

(represented by **ABAKKUS ASSET MANAGER LLP** as Investment Manager)

duly represented through its authorised representative

Signature : 
Name : Biharilal Deora
Title : Designated Partner

Date: November 29, 2021

To:
Custody Services Unit,
Kotak Infiniti, 6th Floor,
Zone IV, Building No. 21,
Infinity Park, Off Western Express Highway,
General A K Vaidya Marg,
Malad (E),
Mumbai - 400 097
India

Dear Sir,

Sub: Safe custody of Equity Shares for Abakkus Emerging Opportunities Fund-1

You are hereby requested to take receive free custody of shares issued by Veeda Clinical Research Limited as detailed below for our safekeeping account number 9000003851 and demat account number 20200938 with Kotak Mahindra Bank Limited.

The trade date to be used is the date of receipt of shares and the trade reference number to be used is 29112021a (*reference number of your choice for identification of trade in your records*)

Securities in Demat Form

<u>Securities Name</u>	<u>ISIN</u>	<u>Quantity</u>	<u>Price</u>	<u>Total Consideration</u>
Veeda Clinical Research Limited	INE01HQ01026	389,141	Rs. 367.22/-	142,900,358/-

Trade date: (date on which shares are received)
Counter Party Name: Basil Private Limited
Counter Party DP ID: 16015500
Counter Party DP Name: Standard Chartered Bank
Counter Party Client ID: 00005175

LEI Code of Buyer - 9845000WL2FC6C869431

LEI Code of Seller - 25490042HM8CJGSAGG85



Abakkus Corporate Center, 6th Floor, Param House, Shanti Nagar, Near Grand Hyatt, Off Santacruz Chembur Link Road, Santacruz East, Mumbai - 400055, Phone no +91 22 6884 6600

We will ensure regulatory filings towards the above transaction will be completed within stipulated timeline and a copy will be shared with Kotak Custody.

We request you to convert on November 29, 2021 USD amount equivalent to INR 14,29,00,358 (Rupees Fourteen Crores Twenty Nine Lakhs Three Hundred and Fifty-Eight only) by debiting our INR account 4413117515 and make the payment towards the purchase consideration as per the details provided below.

Currency: USD.

Correspondent Bank Name: HSBC Bank USA

Correspondent Bank SWIFT Code: MRMDUS33

Correspondent Bank Account No.: NA

Beneficiary Bank Name: HSBC Bank (Mauritius) Limited

Beneficiary Bank SWIFT Code: HSBCMUMUOBU

Beneficiary Account Name: Basil Private Limited

Beneficiary Account Number: 080-165764-020

Purpose: Remittance of sale proceeds.

Kindly make the above payment prior to receipt of stock.

Kindly accept Form 15 CA CB from our CA Arati Parmar.

Regards


(Authorized Signatory)





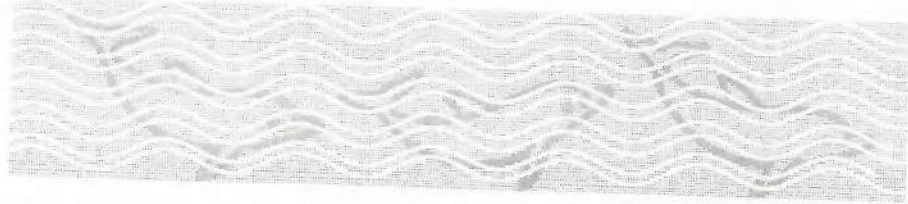
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate Issued Date	: 25-Oct-2021 05:00 PM
Account Reference	: IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL78390376120589482655T
Purchased by	: Abakkus Asset Manager LLP
Description of Document	: Article 5 General Agreement
Property Description	: Contribution Agreement
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Abakkus Asset Manager LLP
Second Party	: Amicorp Trustees India Private Limited
Stamp Duty Paid By	: Abakkus Asset Manager LLP
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



Please write or type below this line.

This Stamp paper is an integral part of Share Purchase Agreement executed between Abakkus Growth Fund-2 and Basil Private Limited executed on November 26, 2021.

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.





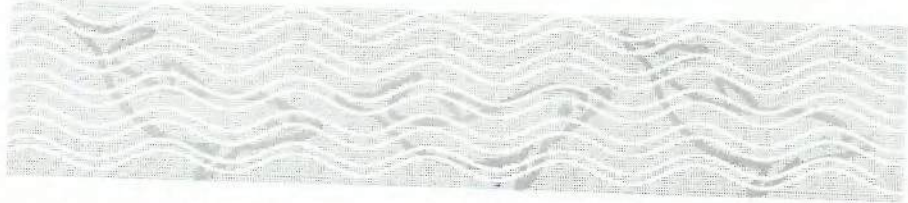
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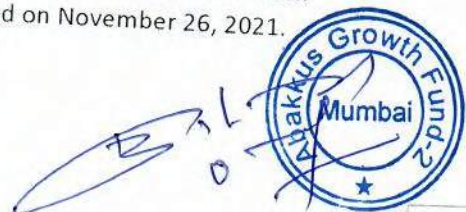
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Purchased by : Abakkus Asset Manager LLP
Description of Document : Article 5 General Agreement
Property Description : Contribution Agreement
Consideration Price (Rs.) : 0
(Zero)
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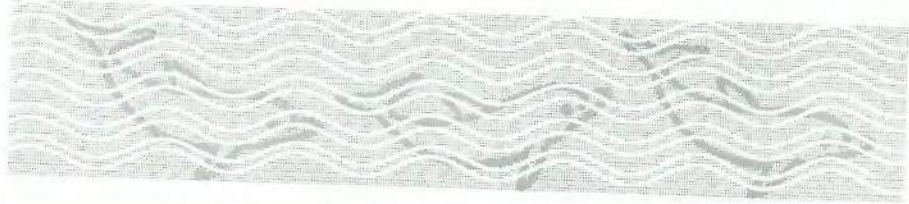
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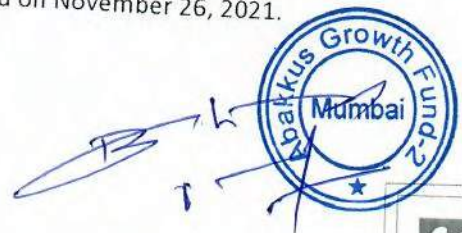
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Certificate Issued Date : 25-Oct-2021 04:44 PM
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Purchased by : Abakkus Asset Manager LLP
Description of Document : Article 5 General Agreement
Property Description : Contribution Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : Abakkus Asset Manager LLP
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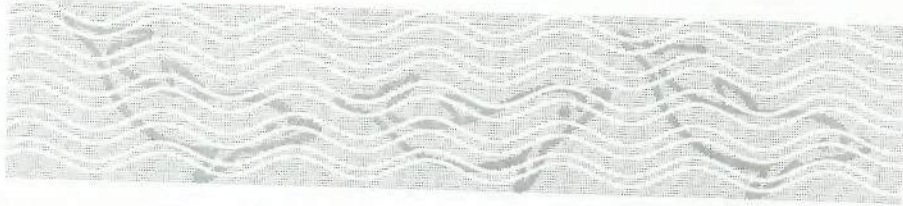
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Description of Document : Article 5 General Agreement
Property Description : Contribution Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : Abakkus Asset Manager LLP
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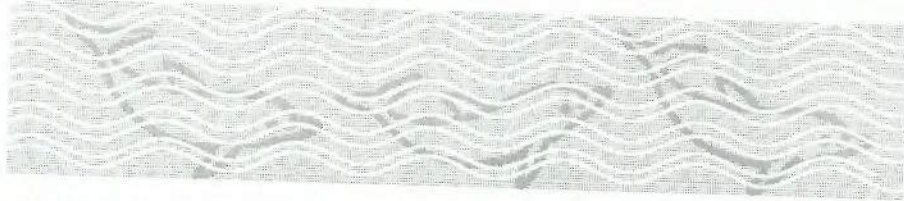
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Purchased by	: Abakkus Asset Manager LLP
Description of Document	: Article 5 General Agreement
Property Description	: Contribution Agreement
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Abakkus Asset Manager LLP
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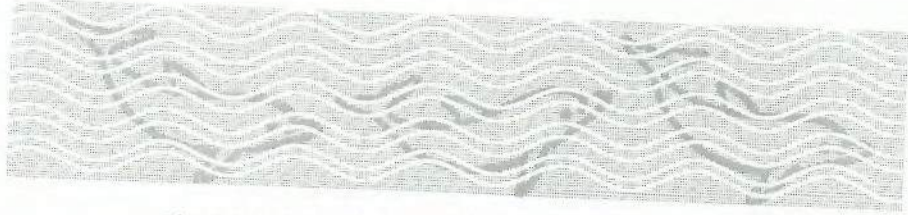
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Certificate No. : IN-DL41472714775332T
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Account Reference : IMPACC (IV)/ dl783903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL78390376124159407565T
Purchased by : Abakkus Asset Manager LLP
Description of Document : Article 5 General Agreement
Property Description : Contribution Agreement
Consideration Price (Rs.) : 0
(Zero)
First Party : Abakkus Asset Manager LLP
Second Party : Amicorp Trustees India Private Limited
Stamp Duty Paid By : Abakkus Asset Manager LLP
Stamp Duty Amount(Rs.) : 300
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26TH NOVEMBER, 2021

ABAKKUS GROWTH FUND-2

BASIL PRIVATE LIMITED

AGREEMENT

for the sale and purchase of
EQUITY SHARES



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THIS AGREEMENT is made on 26th November, 2021

PARTIES:

1. **Abakkus Growth Fund-2**, an entity duly organised and existing under the laws of Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, and having its principal office at Abakkus Corporate Centre, 6th Floor, Param House, Shanti Nagar, Santacruz Chembur Link Road, Santacruz East, Mumbai 400055 (hereinafter referred to as the **Purchaser**, 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

2. **Basil Private Limited**, a company duly organised and existing under the laws of Mauritius and having its principal office at 22, Saint Georges Street, Port Louis, Mauritius (hereinafter referred to as **Seller**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns).

(together the *parties*)

Words and expressions used in this Agreement shall be interpreted in accordance with Schedule 2.

IT IS AGREED:

1. SALE AND PURCHASE

The Seller shall sell and the Purchaser shall purchase the Sale Shares with effect from Closing free from all Third Party Rights and with all rights then attaching to them including, in relation to the Sale Shares, the right to receive all distributions and dividends declared, paid or made in respect of the Sale Shares after Closing. The sale and purchase of the Sale Shares shall be on the terms set out in this Agreement.

2. PRICE

2.1 The aggregate consideration for the Sale Shares shall be the Price.

3. CLOSING

3.1 Closing shall take place on a Business Day that falls within 2 days from the execution of this Agreement (the *Closing Date*) but in no event shall be later than November 30, 2021.

3.2 At Closing the Seller waives any rights over the Sale Shares conferred on it or held by it by virtue of the Company's articles of association or otherwise.

3.3 At Closing, each of the parties shall deliver or perform (or ensure that there is delivered or performed) all those documents, items and actions respectively listed in relation to that party or any of its Affiliates (as the case may be) in Schedule 1.

4. SELLER WARRANTIES

4.1 The Seller warrants to the Purchaser that as at the date of this Agreement:

(a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement:



- (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;
- (c) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority (iii) any deed, contract, letter or arrangement of any nature to which the Seller is a party or may be bound or by which any part of such Seller's properties or assets may be bound, where any such breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement;
- (d) it is the sole legal and beneficial owner and is entitled to sell and transfer the full legal and beneficial ownership of the Sale Shares on the terms set out in this Agreement; The Sale Shares owned by Seller are fully paid up.
- (e) it has acquired the Sale Shares (property) via legal means and not via any proceeds of crime as defined under the Prevention of Money laundering Act, 2002 or not via any other tainted or ill-gotten money or means;
- (f) it holds the Sale Shares free from all Third-Party Rights including lien, claims or encumbrances, (other than any Third Party Rights explicitly set forth in the Articles) and upon delivery to the Purchaser under the terms hereof, the Purchaser shall receive clear title to the Sale Shares;
- (g) it has the requisite power and authority to enter into and perform this Agreement; and
- (h) The Seller is non-resident under the IT Act for the entire financial year in which the Closing Date falls. The Seller holds and has always held the Sale Shares as "Capital Assets" and has incurred loss in sale of Sale Shares to the Purchaser.

5. PURCHASER WARRANTIES

- 5.1 The Purchaser warrants to the Seller that as at the date of this Agreement:
- (a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement;
 - (b) it has obtained all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences and authorisations required to empower it to enter into and perform its obligations under this Agreement where failure to obtain them would materially and adversely affect its ability to enter into and perform its obligations under this Agreement;
 - (c) it has the requisite power and authority to enter into and perform this Agreement;
 - (d) entry into and performance of this Agreement will not (i) breach any provision of its memorandum and articles of association, by-laws or equivalent constitutional documents or (ii) (subject, where applicable, to fulfilment of the Purchaser Conditions) result in a breach of any laws or regulations in its jurisdiction of incorporation or of any order, decree or judgment of any court or any governmental or regulatory authority, where any such breach would adversely affect to a material extent its ability to enter into or perform its obligations under this Agreement; and



- (e) pursuant to the background check requirements of the Company, the Purchaser and all principals thereof have not (i) engaged in any prior or current criminal activity which would or reasonably would be expected to rise to the level of a felony offense, (ii) been accused by a competent regulator, voluntarily disclosed or admitted to, or has otherwise been found by a court of competent jurisdiction to have violated, attempted to violate, aided or abetted another party to violate, or conspired to violate any of the anti-corruption laws or (iii) any evidence that the Purchaser or related principals have been blacklisted or identified as a defaulting entity by and Indian authority that would prevent any such party from making an investment directly or indirectly into India.

6. INDEMNITY

- 6.1 The Seller hereby agrees to indemnify and keep indemnified, save, defend and hold harmless the Purchaser, from and against any and all Losses suffered or incurred by the Purchaser on account of any of the Seller Warranties being untrue or incorrect or inaccurate or misleading, in any respect.
- 6.2 The rights and remedies of the Purchaser in respect of any breach of any of the Seller Warranties shall not be affected by any actual, implied or constructive knowledge on behalf of the Purchaser of any fact or circumstance amounting to any breach of a Seller Warranty by the Seller.
- 6.3 The aggregate liability of the Seller under Clause 6.1 shall be limited to the Price received by the Seller, provided that the Seller shall not be liable for any claims made by the Purchaser under Clause 6.1 above after the expiry of 3 (three) years from the Closing.

7. CONFIDENTIALITY

The parties hereto acknowledge that the terms of this Agreement, including its existence, and any other non-public or proprietary information disclosed by a Party to other Party(ies) shall be considered confidential information and shall not be disclosed by the parties hereto to any Third Party except (i) where required by applicable law or any government authority and/or (ii) to its Affiliates and investors that are bound by appropriate confidentiality obligations.

8. ASSIGNMENT

Except as provided in this clause 8 or unless the Seller and the Purchaser specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this clause 8 shall be void.

9. TRANSFER

- 9.1 The Purchaser shall not be permitted to Transfer the Sale Shares (including any interest thereof) held by them to any Person until the consummation of the initial public offering of the Company (IPO). Additionally, the Purchaser will offer its Sale Shares for lock-in post IPO as per requirements under applicable law.

10. FURTHER ASSURANCES

- 10.1 Each of the parties shall, execute such further documents as may be required by law or be necessary to implement and give effect to this Agreement.



- 10.2 Each of the parties shall procure that its Affiliates comply with all obligations under this Agreement which are expressed to apply to any such Affiliates.

11. COSTS

- 11.1 The parties shall each be responsible for their own Costs, charges and other expenses (including those of its Affiliates) incurred in connection with the Proposed Transaction.
- 11.2 The Buyer shall bear all stamp duty arising as a result of the transfer of the Sale Shares, including stamp duty payable on this Agreement.

12. NOTICES

- 12.1 Any notice in connection with this Agreement shall be in writing in English and delivered by hand, fax, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by fax provided that in either case, where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the third following Business Day.
- 12.2 The addresses and fax numbers of the parties for the purpose of clause 12.1 are:
- (a) If to the Purchaser:
- | | |
|-----------------|--|
| (i) Name | : Abakkus Growth Fund-2 |
| (ii) Address | : Abakkus Corporate Centre, 6th Floor, Param House, Shanti Nagar, Santacruz Chembur Link Road, Santacruz East, Mumbai 400055 |
| (iii) Attention | : Mr. Biharilal Deora |
| (iv) Email | : Biharilal.deora@abakkusinvest.com |
- (b) If to the Seller:
- | | |
|-----------------|---|
| (i) Name | : Basil Private Limited |
| (ii) Address | : 22, Saint Georges Street, Port Louis, Mauritius |
| (iii) Attention | : Mr Doonaye Sookye |
| (iv) Email | : Pritish.Sookye@iqeq.com ; Ops.TeamD@iqeq.com |

13. TERMINATION

Notwithstanding anything contrary in this Agreement, this Agreement shall be terminated automatically upon consummation of the IPO.

14. WHOLE AGREEMENT

This Agreement sets out the whole agreement between the parties in respect of the sale and purchase of the Sale Shares and supersede any prior agreement (whether oral or written) relating to the Proposed Transaction.

15. WAIVERS, RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, no failure or delay by any party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy.



or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

17. VARIATIONS

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

18. INVALIDITY

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect under the law of any jurisdiction, it shall have no effect in that respect and the parties shall use all reasonable efforts to replace it in that respect with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

19. GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, Indian law.
- 19.2 The Parties agree that the courts of New Delhi are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the New Delhi courts.



SCHEDULE 1
CLOSING ARRANGEMENTS

A : SELLER OBLIGATIONS

1. At Closing, upon receipt of the Price and confirmation of payment of stamp duty in accordance with paragraph B.2 below, the Seller shall deliver the duly and correctly signed irrevocable delivery instructions, within 24 hours, addressed by the seller to its depository participant to debit from the Seller's depository account and to credit the Sale shares in the Purchaser's depository account, within T+4 business days, as set out below:

DP ID : IN303173
DP Name : Kotak Mahindra Bank Limited
Client ID : 20200938
2. The Seller shall provide to the Purchaser resolutions of its board of directors approving this Agreement and duly authorising its execution.
3. The Seller shall provide the Purchaser a tax computation certificate in relation to the sale of the Sale Shares from a big 4 accounting firm.
4. The Seller shall have obtained a certification from a big 4 accounting firm stating that there are no Tax Proceedings under the IT Act or any liability for any unpaid income tax in India pending against the Seller, including any proceedings under the Section 281 of the IT Act.
5. The Seller shall provide to the Purchaser a duly executed consent letter and declaration for the purposes of the filing in Form FC-TRS to be completed by the Purchaser with the Reserve Bank of India.
6. The Seller shall arrange for the board resolution to approve transfer of shares in favor of Purchaser and provide a certified true copy of the resolution to the Purchaser within 1 working days of Closing Date.
7. It is clarified that in case of failure to complete any activities mentioned herein or breach of any warranties, the Seller agrees to forthwith transfer the Price to the bank account of the Purchaser within 5 days.

B : PURCHASER OBLIGATIONS

1. At Closing, the Purchaser shall pay by electronic funds transfer for value on the Closing Date the Price to the following bank account of the Seller:

Beneficiary's Name	Basil Private Limited
Beneficiary's Bank Account No	080-165764-020
IBAN Number	MU47HSBC0780080165764020000USD
Banker's Name & Address	HSBC Bank (Mauritius) Limited 6th Floor, HSBC Centre, 18, CyberCity, Ebene, Mauritius
SWIFT Code	HSBCMUMUOBU
Beneficiary's Bank's Correspondent Bank Name & Address	HSBC Bank USA, New York
Correspondent Bank SWIFT code	MRMDUS33

PSD



2. The Purchaser shall deposit the applicable stamp duty payable upon the transfer of the Sale Shares in the bank account as set out below and shall provide the seller with confirmation of such deposit having been completed.

Cash Account Number	22205594022
Cash Account Title	BASIL PRIVATE LIMITED- FDI - SS INTERNAL NON-CASA ACCOUNT
Banker's Name & Address	Standard Chartered Bank 23-25, M.G. Road, Fort, Mumbai - 400001
IFSC Code	SCBL0036084

3. The Purchaser shall provide to the Seller resolutions of its board of directors approving this Agreement and duly authorising its execution.
4. The Purchaser shall complete filing of Form FC-TRS with the Reserve Bank of India to report the sale and purchase of the Sale Shares within 60 days from the Closing Date, and shall provide the Seller with a copy of the confirmation of acceptance of filing provided by the Reserve Bank of India, when available.



SCHEDULE 2

DEFINITIONS AND INTERPRETATION

1. **Definitions.** In this Agreement, the following words and expressions shall have the following meanings:
 - Affiliate** shall mean, in relation to any Party, any Person that directly or indirectly Controls, is Controlled by, or is under common Control with another Person and shall include any subsidiary or any parent company of that Party and any subsidiary of any such parent company, in each case from time to time;
 - Business Day** means a day other than a Saturday or Sunday or public holiday in Mauritius or in India on which banks are open in Mauritius and in India for general commercial business;
 - Closing** means completion of the sale and purchase of the Sale Shares in accordance with the provisions of this Agreement;
 - Closing Date** has the meaning given in clause 3.1;
 - Company** means Veeda Clinical Research Private Limited, a company incorporated in India, having its registered office at Shivalik Plaza A, 2nd Floor, Opposite Ahmedabad Management Association, Ambawadi, Ahmedabad -380015, Gujarat, India;
 - Price** means the USD Equivalent of INR 85,000,046, being the aggregate price payable by the Purchaser to the Seller for the purchase of all the Sale Shares calculated on the basis on INR 367.22 per Sale Share;
 - Proposed Transaction** means the transaction contemplated by this Agreement;
 - Sale Shares** shall mean in aggregate 231,469 equity shares of the Company, each having a face value of INR 2 per share, that are held by the Seller on or prior to Closing Date and which are proposed to be sold to the Purchaser in accordance with the terms of this Agreement;
 - Surviving Provisions** means clauses 6 (*Confidentiality*), 11 (*Notices*), 18 (*Governing Law and Jurisdiction*) and Schedule 2 (*Definitions and Interpretation*);
 - Third Party Right** means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above;
 - USD Equivalent** means the United States Dollar value of the relevant INR amount under consideration arrived at by converting the relevant Indian Rupee amount at the reference rate published on the website of the Financial Benchmarks India Private Limited 1 Business Day prior to the relevant date of remittance; and
 - Working Hours** means 9.30am to 5.30pm in the relevant location on a Business Day.
2. **Interpretation.** In this Agreement, unless the context otherwise requires:
 - (a) references to a *person* include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);





- (b) headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
- (c) references to any Indian legal term or concept shall, in respect of any jurisdiction other than India, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (d) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the Effective Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
3. Schedules and Exhibits. The Schedules and Exhibits comprise schedules and exhibits to this Agreement and form part of this Agreement.

BD




IN WITNESS WHEREOF this Agreement has been duly executed by the parties and is intended to be and is hereby delivered on the date first above written.

Signed and delivered for and on behalf of
BASIL PRIVATE LIMITED
duly represented through its authorised representative

Signature : 
Name : Doonaye Sookye
Title : Director

Signed and delivered for and on behalf of
ABAKKUS GROWTH FUND-2
(represented by **ABAKKUS ASSET MANAGER LLP** as Investment Manager)
duly represented through its authorised representative

Signature : 
Name : Biharilal Deora
Title : Designated Partner

