

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this “Agreement”) is made as of this, the 8th day of January, 2024, by and between, Pelatro Limited, a company registered with the Companies House of UK and having its registered office at Oak House, Mount Gardens, London SE26 4NG, United Kingdom (“**Seller**”) and Pelatro Private Limited, a company registered in India and having its registered office at No. 403, 7th A Main, 1st Block, HRBR Layout, Kalyan Nagar, Bangalore – 560 043 (“**Buyer**”).

Whereas, Seller owns Pelatro Pte. Ltd., a Singapore corporation and having its registered office at 20 Collyer Quay, #11-05, Singapore 049319 (“**Company**”); and

Whereas, Seller wishes to sell to Buyer, and Buyer desires to purchase from the Seller, the Shares of the Company upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to the terms and conditions herein set forth, and with the intent to be bound, the parties to this Agreement (“the Parties”) hereto agree as follows:

1. Definitions

As used in this Agreement and the schedules hereto, the following terms have the respective meanings set forth below:

- 1.1 “Agreement” shall have the meaning set forth in the Preamble to this Agreement.
- 1.2 “Buyer” shall have the meaning set forth in the Preamble to this Agreement.
- 1.3 “Company” shall have the meaning set forth in the Recitals to this Agreement.
- 1.4 “Purchase Price” shall have the meaning set forth in Section 3.
- 1.5 “Seller” shall have the meaning set forth in the Preamble to this Agreement.
- 1.6 “Shares” shall mean the shares of the Company.

2. Purchase And Sale of Shares

- 2.1 Upon the terms and subject to the conditions set forth in this Agreement, the Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, with full title guarantee free and clear of Encumbrances, all of Seller’s right, title and interest in, the Shares.

2.2 Seller hereby irrevocably waives any restrictions on transfer to the extent possible (including any of its rights of pre-emption) which may exist in relation to the Shares, whether under the articles of association (or local equivalent) of the Company or otherwise.

3. Purchase Price and Allocation of Purchase Price

The total cash consideration is an amount in cash equal to US\$ 350.00 (the "Purchase Price") towards the purchase of 500 shares at the rate of \$0.70 per share.

4. Payment

The payment is to be made by wire transfer to the account of the Seller, within 4 months from the date of this Agreement. The consideration shall be payable in US\$.

5. Deliveries

5.1 Upon the terms and subject to the conditions of this Agreement, Seller shall deliver to the Buyer copies of the resolutions (or local equivalent) of the board of directors (or local equivalent) and, where required, the stockholder(s) of Seller, authorizing and approving the transactions contemplated by this Agreement, certified by the respective corporate secretary (or local equivalent) or a director to be true and complete and in full force and effect and unmodified.

5.2 Each document of transfer or assumption referred to in this Section that is not attached as an Exhibit to this Agreement shall be in customary form (including with respect to the jurisdiction to which it pertains) or that is otherwise required to validly and effectively transfer the Ownership and shall be reasonably satisfactory in form and substance to the parties thereto, but shall not contain any representations, warranties, covenants or agreements other than those specifically contemplated in or referred to in this Agreement.

5.3 Upon the terms and subject to the conditions of this Agreement, the Parties shall sign the transfer of the Shares and record the same in the share register of the Company.

6. Notices

All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed sufficient if personally delivered, sent by nationally recognized overnight courier, by telecopy, or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Pelatro Limited:

At the address given above.

If to Pelatro Private Limited:

At the address given above.

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labor dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. "Business Day", for the purposes of this Agreement, shall be construed to mean Monday through Friday, excluding statutory and national holidays, in the recipient's country of residence. Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Singapore.

8. Parties in Interest

This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.

9. Titles and Headings

The headings and table of contents in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

10. Entire Agreement

This Agreement (including the Schedules and Exhibits attached hereto or delivered in connection herewith) constitutes the entire agreement among the Parties hereto with respect to the matters covered by this Agreement and thereby, and supersede all previous written, oral or implied understandings among them with respect to such matters.

11. Further Action

Each of the Parties shall do, execute and deliver or procure to be done, executed and delivered, at the reasonable request and expense of the other Party, all such further acts, deeds, documents, instruments of conveyance, assignment and transfer and things as may be necessary to give effect to the terms of this Agreement.

12. Amendment and Modification

This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

13. Waiver

Any of the terms or conditions of this Agreement may be waived at any time by the party or parties hereto entitled to the benefit thereof, but only by a writing signed by the Party or Parties waiving such terms or conditions.

14. Severability

If any term, provisions, covenant or restriction of this Agreement is held by a court of competent jurisdiction (i.e. including an arbitral tribunal) or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions completed by this Agreement is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

For Pelatro Limited



Name: Sasidharan Puthanveedu

Designation: Director

For Pelatro Private Limited



Name: Arun Kumar Krishna

Designation: Director