



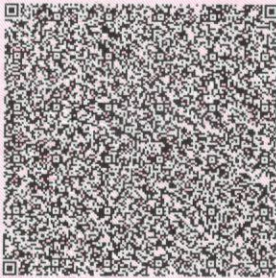
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL536696573342280
Certificate Issued Date : 27-May-2016 04:12 PM
Account Reference : SHCIL (FI)/ dl-shcil/ CAMA/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL-SHCIL066062344011330
Purchased by : URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED : RAHUL SANGAL
Description of Document : Article 5 General Agreement
Property Description : SHARE PURCHASE AGREEMENT
Consideration Price (Rs.) : 1,50,91,227
(One Crore Fifty Lakh Ninety One Thousand Two Hundred And Twenty Seven only)
First Party : URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED
Second Party : HANDYHOME AND OTHERS
Stamp Duty Paid By : URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 2,000
(Two Thousand only)



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SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (“**Agreement**”) is made and entered into on this 02nd day of June, 2016 (“**Effective Date**”) at New Delhi by and among:

1. **Handy Home Solutions Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at B-3084/3089, Oberoi Gardens, Chandivali Farm Road, Chandivili, Mumbai - 400072 (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
2. The Persons whose names, addresses and other particulars are set out in Schedule 1 (each a “**Promoter**” and collectively the “**Promoters**” hereinafter, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
3. **Kae Capital Fund II**, a SEBI registered Category I Alternative Investment Fund having its registered office at 7th Floor, 74A&B, Jolly Maker Chambers – II, 225, Nariman Point, Mumbai - 400021 (hereinafter referred to as the “**Kae Capital**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
4. **Kalysta Capital Fund II (Mauritius)**, a company incorporated under the laws of Mauritius having registered address at C/o Cim Global Business, 33, Edith Cavell Street, Port Louis, Mauritius (hereinafter referred to as the “**Kalysta**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
5. **Bessemer India Capital Holdings II Ltd.**, a company incorporated under the laws of Mauritius having registered address at IFS Court, Twenty Eight, Cybercity, Ebene, Mauritius (hereinafter referred to as the “**Bessemer**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);
6. **UrbanClap Technologies India Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at 165-A, Second Floor, Ganapati House, Gautam Nagar, New Delhi – 110049 (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).

Kae Capital, Kalysta and Bessemer shall be collectively referred to as the “**Investor Sellers**”. The Investor Sellers along with the Promoters shall be collectively referred to as the “**Sellers**”. The Sellers, the Company and the Purchaser are hereinafter collectively referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Company is a private limited company duly incorporated under the laws of India and is engaged in the business of providing a platform for OEMs to host their services such as repair, maintenance, installation and demo, of home and kitchen electronic appliances, on a common platform for the end consumers. (“**Business**”).

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- B. The Purchaser is a private limited company duly incorporated under the laws of India and is engaged in the business of developing and operating an online portal and mobile application which works as an intermediary between clients and various categories of service providers ranging from plumbers and electricians to lawyers and chartered accountants, which the clients may require for smooth functioning of their household/ day to day living.
- C. Vide Share Purchase Agreement dated 21.03.2016, the Purchaser had purchased 3884 (Three Thousand Eight Hundred and Eighty Four) CCPS from Kae Capital.
- D. In light of the services which are provided by the Company and the Purchaser, the Purchaser is of the opinion that making the Company a wholly owned subsidiary of the Purchaser, will result in a mutually beneficial relationship and help both the Company and the Purchaser to work together in synergy and better address the market requirements together.
- E. The Purchaser has agreed to purchase and the Seller has agreed to sell, to the Purchaser, the Sale Shares upon the terms and conditions stipulated herein. The Parties have agreed to enter into this Agreement to record the terms and conditions of the sale and purchase of the Sale Shares.

NOW THEREFORE, in consideration for the premises, mutual covenants and promises set forth hereinafter, and for other good and valuable consideration flowing from each Party to the other, sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1** For purposes hereof, when used in this Agreement, and unless the context otherwise requires, the following terms shall have the meanings assigned to them in this Clause 1.1 or in the applicable Clause of this Agreement to which reference is made in this Clause 1.1:

“Affiliate” means with respect to any Person, (a) in case of a Person other than a natural person, any other Person which, directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with such Person; and (b) in case of a Person who is a natural person, any Person who is a Relative of such Person or is Controlled by or is under common Control of the Person that is a natural Person;

“Agreement” means this Agreement and includes the preamble, the recitals and the schedules to this Agreement, as the same may be amended from time to time;

“Applicable Law” means: (i) any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction; (ii) or any similar form of decision, or determination by, or any interpretation or adjudication having the force of law or other restriction of any Governmental Body, as applicable and as enacted or promulgated and whether in effect as of the Effective Date or at any time thereafter;

“Approvals” means any and all authorization, waiver, release, exemption, consent, license, permit, certificate, permission waiver or other approval/authorization of whatever nature and by whatever name called which is issued, granted, given or otherwise made available by or required by or under any contract or Applicable Law.

“Board” or “Board of Directors” means the board of directors of the Company;

“Business Day” means any day other than a Saturday, Sunday or on which banks are open for business in Mumbai and the National Capital Region;

“Business” shall have the meaning ascribed to the term in Recital A hereto;

“Compulsorily Convertible Preference Share” means 1 (one) compulsorily convertible preference share of face value of INR 20 (Indian Rupees Twenty) each of the Company.

“Closing” shall be an event at which the actions as contemplated under Clause 3 shall be undertaken;

“Closing Date” shall have the meaning ascribed to the term in Clause 3.1;

“Companies Act” shall mean the Companies Act, 2013 and the rules and regulations framed thereunder, to the extent notified, and amended, modified or supplemented from time to time, or Companies Act, 1956 to the extent that the provisions of this Companies Act, 1956 remain in force,

“Confidential Information” shall have the meaning ascribed to the term in Clause 7;

“Control” (including with correlative meaning, the terms, **“Controlling”**, **“Controlled by”** and **“under common Control of”**), with respect to a Person, shall mean (i) the acquisition or control of more than 50% (fifty per cent) of the voting rights or of the issued share capital of such Person or (ii) the right to appoint and/or remove all or the majority of the members of the board of directors or other governing body of such Person, or (iii) the power to direct or cause the direction of the management, to exercise significant influence on the management or policies of such Person, whether obtained directly or indirectly, and whether obtained by ownership of share capital, the possession of voting rights, through contract or otherwise.

“Dispute” shall have the meaning ascribed to the term in Clause 9.1;

“Effective Date” means the date of execution of this Agreement;

“Encumbrance” means and includes any right, title or interest existing or created or purporting to exist or to be created by way of or in the nature of (i) sale, agreement to sell, pledge, hypothecation, assignment, license, hire-purchase, lease, lien, tenancy, mortgage, charge (whether fixed or floating), co-ownership, attachment or process of any court, tribunal or other authority, statutory liabilities which are recoverable by sale of property or any other third party rights or encumbrances, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment, including without limitation any right granted by a transaction which, in respect of, any obligation of any Person, 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 Law, (ii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person, and (iii) any adverse claim as to title, possession or use and the term **“Encumber”** shall be construed accordingly.

“Equity Share” means 1 (one) equity share of face value of INR 10 (Indian Rupees Ten) each of the Company;

“Governmental Body” or **“Governmental Authority”** means, as appropriate or as applicable,

any (a) nation, state, commonwealth, province, territory, county, municipality, district, or other jurisdiction of any nature, or any political subdivision thereof, (b) central, state, local, municipal, foreign, or other government, or (c) governmental or quasi-governmental authority of any nature (including any governmental division, department, agency, commission, instrumentality, official, organization, contractor, regulatory body, or other entity and any court, arbitrator, or other tribunal);

“Indian Rupees” or **“Rupees”** or **“INR”** or **“Rs”** means the lawful currency of the Republic of India;

“Intellectual Property” means (i) any invention (whether patentable or unpatentable and whether or not reduced to practice), any improvement thereto, and any patent, patent application, and patent disclosure, together with any reissuance, continuation, continuation-in-part, revision, extension, and reexamination thereof, (ii) any trademark, service mark, trade dress, logo, trade name, and corporate name, together with any translation, adaptation, derivation, and combination thereof and including any goodwill associated therewith, and any application, registration, and renewal in connection therewith, (iii) any copyrightable work, any copyright, and any application, registration, and renewal in connection therewith, (iv) any mask works and any application, registrations, and renewals in connection therewith, (v) any trade secret and confidential business information (including any idea, research and development, know-how, formula, compositions, manufacturing and production process and technique, technical data, design, drawing, specification, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (vi) any computer software (including data and related documentation), (vii) any other proprietary right, (viii) any copies and tangible embodiments thereof (in whatever form or medium) and (ix) any license or sublicense of an Intellectual Property, whether exclusive or non-exclusive to the Company;

“Losses” shall mean all direct losses, liabilities, obligations, costs, charges, expenses, fines, damages (whether or not resulting from third party claims) including those paid or suffered pursuant to any actions, proceedings, demands, claims, judgments, awards, and including interests and penalties with respect thereto and such other costs/expenses that may be recovered under Applicable Law;

“Person” means and includes any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organisation, trust, body corporate having limited or unlimited liability, and a natural person in his capacity as trustee, executor, administrator, or other legal representative, and includes a Governmental Authority or any other entity that may be treated as a person under Applicable Law.

“Relative” shall have the meaning ascribed to the term in the Companies Act;

“Sale Shares” shall have the meaning ascribed to the term in Clause 2.1.2. herein;

“Shareholder” and **“Shareholding”** shall be construed accordingly;

“Tax”, **“Taxes”** or **“Taxation”** means all forms of taxation, whether direct or indirect and whether levied by reference to income, profits, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, levies whenever and wherever imposed in any jurisdiction (whether imposed by way of a withholding or deduction for or on account of tax or otherwise and including without limitation corporate income tax, wage or any other form of withholding tax,

value added tax, customs and excise duties, capital tax and other legal transaction taxes, stamp duty, dividend withholding tax, real estate taxes, gross receipts taxes, windfall profit taxes, employment taxes, severance taxes, franchise taxes, transfer taxes, profit taxes, registration taxes, unclaimed property or escheatment taxes, alternative or add-on minimum taxes, estimated taxes, other municipal, provincial, state or local taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction, whether disputed or not) in respect of any Person and all penalties, charges, costs and interest relating thereto.

“**Technical Information**” means all Intellectual Property and its related and derivative work;

“**Total Purchase Consideration**” shall have the meaning ascribed to the term in Clause 2.2.1 hereto.

“**Transfer**” (including with correlative meaning, the terms “Transferability” and “Transferred by”) means to transfer, sell, assign, pledge, hypothecate, create a security interest in or lien on, place in trust (voting or otherwise), exchange, gift or transfer by operation of law or in any other way, subject to any Encumbrance or dispose of, whether or not voluntarily.

2. SHAREHOLDING AND SALE AND PURCHASE OF SALE SHARES

2.1 Existing Shareholding

2.1.1 As of the Effective Date, the shareholding of the Company is as follows:

<i>Shareholder</i>	<i>Equity Shares</i>	<i>Compulsorily Convertible Preference Shares</i>	<i>Shareholding Percentage</i>
Akash Goel	4949	-	9.79%
Bonish Gandhi	3917	-	7.75%
Manthan Shah	3917	-	7.75%
Harmin Shah	3917	-	7.75%
Aditya Gupta	1,000	-	1.98%
Advitiya Sharma	100	-	0.2%
Kae Capital	100	-	0.2%
Kalysta	14,830	-	29.33%
Bessemer	13,949	-	27.59%
Purchaser	-	3,884	7.68%
Total	46,679	3,884	100%

2.1.2 The Purchaser shall purchase 46,679 (Forty Six Thousand Six Hundred and Seventy Nine) Equity Shares from the Sellers (“**Sale Shares**”) at the price of INR 323.298 (Indian Rupees Three Hundred and Twenty Three and Paise Two Nine Eight Only) each.

2.2 Sale and Purchase of Sale Shares at Closing

2.2.1 Subject to the terms and conditions of this Agreement and based on the representation and warranties provided by the Sellers and other undertakings given by and the covenants agreed to

by the Sellers hereunder, the Purchaser agrees to purchase from the Sellers, and the Sellers agree to sell, assign, Transfer, convey and deliver to the Purchaser, the Sale Shares on the Closing Date, free and clear of all Encumbrances, together with all benefits and rights (including the right to receive all distributions and dividends paid or made in respect of the Sale Shares after Closing), valid and legal title and interests attaching thereto, such that the Purchaser shall, upon the Transfer of the Sale Shares in its name receives full legal and beneficial ownership and all shareholder rights relating thereto, for an aggregate purchase price of INR 1,50,91,179 (Indian Rupees One Crore, Fifty Lakh, Ninety One Thousand, One Hundred and Seventy Nine Only) which shall be payable to the Sellers ("**Total Purchase Consideration**") in accordance with the following:

<i>Shareholder</i>	<i>Equity Shares</i>	<i>"Purchase Consideration" (Rs.)</i>
Akash Goel	4949	16,00,000
Bonish Gandhi	3917	12,66,357
Manthan Shah	3917	12,66,357
Harmin Shah	3917	12,66,357
Aditya Gupta	1,000	3,23,298
Advitiya Sharma	100	32,330
Kae India	100	32,330
Kalysta	14,830	47,94,565
BVP	13,949	45,09,585
Total	46,679	1,50,91,179/-

2.3 Acknowledgment

The Purchaser and the Company acknowledge that the Investor Sellers are in the investment business and that the Investor Sellers and its Affiliates may now or in the future evaluate, invest in (directly or indirectly, including providing financing to) or do business with competitors or potential competitors of the Company, or entities engaged in business similar to the Business, and that neither the execution and performance of this Agreement nor receipt of the Confidential Information (as defined below) is intended to or shall restrict such activities. Accordingly, the Purchaser and the Company agree that nothing herein shall prohibit the Investor Sellers or its representatives from pursuing such investments or participating in the affairs of the portfolio companies of the Investor Seller or its Affiliates.

3. CLOSING

- 3.1 The Parties agree that the Closing shall occur at any time mutually agreed by the Parties within 7 (seven) Business Days from the date of execution of this Agreement or such other mutually acceptable date ("**Closing Date**").
- 3.2 At Closing, the following events will occur in the following order, but more or less simultaneously:
- (i) the Purchaser shall by normal banking channels transfer the respective Purchase Consideration (as mentioned in Clause 2.2.1.) to the respective bank accounts of the Sellers;

- (ii) the Sellers shall Transfer the Sale Shares to the Purchaser or to a nominee of the Purchaser and deliver to the Purchaser the duly stamped and signed share transfer forms and the original share certificates in respect of the Sale Shares and such other evidence of ownership including allotment letters, sufficient to effect Transfer of ownership of the Sale Shares from the Sellers to the Purchaser, free and clear of any Encumbrances;
- (iii) immediately upon completion of the aforesaid actions, the Company shall, and the Sellers shall procure the Company to, hold a meeting of its Board for approving the following actions:
 - (a) approve and take on record the Transfer of the Sale Shares from the Seller to the Purchaser (or nominee of the Purchaser) and register the name of the Purchaser and its nominee in the records of the Company (including the register of members) as the owner of Sale Shares and provide to the Purchaser certified true copies of such updated statutory registers and the relevant board resolution;
 - (b) endorse and deliver the original share certificates representing the Sale Shares in the name of the Purchaser evidencing the Purchaser as the owner of the Sale Shares;
 - (c) authorize 1 (one) or more Directors and/or the company secretary to make all necessary filings, including but not limited to, with the Registrar of Companies, as may be required to give effect that the transactions contemplated herein;

4. **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

The Purchaser represents and warrants to the other Parties, only with respect to itself that, as on Effective Date and the Closing Date:

- (i) It is duly incorporated, validly existing and in good standing, under Applicable Law and has all necessary power, capacity and authority, and all authorisations, licenses, Approvals, and permits, and has full power and authority to execute and deliver this Agreement and to consummate the transactions;
- (ii) The execution of, and consummation of the transactions contemplated under this Agreement does not conflict with its constitutional documents;
- (iii) This Agreement has been duly authorised and executed by it and constitutes valid and legally binding obligations on it in accordance with its terms;
- (iv) Neither the execution nor performance of this Agreement nor the compliance with its terms will: (a) conflict with or result in a breach of any of the terms, conditions or provisions or constitute a default or require any consent under any indenture, mortgage, agreement, or other instrument, to which it is a party, or by which it is bound; or (b) violate any of the governing documents, nor any judgement, decree, or order, or any statute, rule, or regulation, applicable to it; and
- (v) No order has been made for a liquidator or receiver to be appointed in respect of its assets; and it is not aware of any proceedings having been filed under which such liquidator or operating agency might be appointed and it is not insolvent or unable to pay

its debts.

5. REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE SELLERS

5.1 The Company and the Promoters represent, warrant and undertake to the Purchaser, as of the Execution Date and the Closing Date, as follows:

- (a) It is a company incorporated under law, validly existing and in good standing, under Applicable Law and has all necessary corporate power and authority, and all authorisations, licenses, Approvals, and permits, and has full power and authority to execute and deliver this Agreement and to consummate the transactions;
- (b) The execution of, and consummation of the transactions contemplated under this Agreement does not conflict with the Company's constitutional documents;
- (c) This Agreement has been duly authorised and executed and constitutes valid and legally binding obligation on them in accordance with its terms;
- (d) Neither the execution nor performance of this Agreement nor the compliance with its terms will to the best knowledge of the Company and the Promoters: (i) conflict with or result in a breach of any of the terms, conditions or provisions or constitute a default or require any consent under any indenture, mortgage, agreement, or other instrument, to which they are a party, or by which they are bound; or (ii) violate any of the governing documents, nor any judgement, decree, or order, or any statute, rule, or regulation, applicable to them;
- (e) To the best knowledge of the Company and the Promoters, no order has been made for a liquidator or receiver to be appointed in respect of the Company's assets; and it is not aware of any proceedings having been filed under which such liquidator or operating agency might be appointed and the Company is not insolvent or unable to pay its debts.
- (f) To the best knowledge of the Company and the Promoters, no transactions have been undertaken by the Company or any pending proceedings or claims exist, against the Company that give rise to any liability with respect to provident fund, employee state insurance and gratuity contributions.
- (g) All statutory registers including but not limited to the registers of contracts and registers of related party transactions, are up to date and in compliance with Applicable Law.
- (h) To the best knowledge of the Company and the Promoters, there is no litigation, investigation or Tax proceeding pending and/or threatened against the Company.
- (i) To the best knowledge of the Company and the Promoters, there is no act done or omission made by the Company which constitutes a violation of Applicable Law in relation to the affairs of the Company or this Agreement.

5.2 Each Seller represents, warrants and undertakes to the Purchaser that, as of the date hereof and as of the Closing Date; and acknowledges that the Purchaser is entering into this Agreement and purchasing the Sale Shares relying on such representations, warranties and undertakings. Each Seller hereby represents and warrants to the Purchaser, in relation to itself only, that the

representations and warranties provided herein are true, accurate and not misleading at the date of this Agreement. Immediately prior to Closing Date, each Seller, i.e. the Promoters as individuals and Kae Capital, Kalysta and Bessemer as duly incorporated companies, is deemed to warrant to the Purchaser that each of the representations and warranties in relation to itself, given herein below are true, accurate and not misleading by reference to the facts and circumstances as at the Closing Date:

- (a) That the Seller is the sole, legal and beneficial owner of the Sale Shares as specified next to the Seller's name in the table set out in Clause 2.1, free and clear of all Encumbrances. The Seller has the right, authority and power under Applicable Law to transfer the Sale Shares to the Purchaser, as set forth in this Agreement free and clear from any Encumbrances and it has not nor has anyone on its behalf done, committed or omitted any act, deed, matter or thing whereby the Sale Shares can be forfeited, extinguished or the transfer of the Sale Shares or their title to the Sale Shares thereto can be rendered void or voidable.
- (b) Upon Closing, the Purchaser shall acquire, good and valid title to the Sale Shares, free and clear of all Encumbrances. Upon the sale and transfer of the Sale Shares in accordance with this Agreement, the Purchaser will be the sole legal owner of the Sale Shares.
- (c) The Sale Shares held by the Seller, on an aggregate comprising such percentage (as set out in Clause 2.1) of the subscribed, issued and paid-up share capital of the Company, on fully diluted basis have been legally, properly and validly issued, allotted or acquired and are each fully paid or credited as fully paid.
- (d) The Seller has full capacity, power and authority and has obtained all requisite Approvals to, enter into and to observe and perform this Agreement and all such other documents may be required to be entered pursuant to the Agreement, and to consummate the Agreement and the transactions contemplated there under. Each of the Persons executing this Agreement on behalf of the Seller has full capacity and authority to sign and execute this Agreement on behalf of the Seller.
- (e) The execution, delivery and consummation of, and the performance by the Seller of, this Agreement and all other documents related to the Agreement will not conflict with, violate, result in or constitute a breach of or a default under the constitutional documents of the Seller.
- (f) No consent is required in connection with the execution, delivery and performance by the Company of this Agreement.
- (g) The execution and delivery of this Agreement by the Seller and the performance of their respective obligations hereunder has been duly and validly approved and authorized by all requisite action on their part and no other corporate action of the Seller and its Affiliates and the Company is necessary to approve this Agreement or to perform their respective obligations hereunder;

6. **INDEMNITIES**

6.1 The Sellers hereby agree to indemnify, defend and hold harmless the Purchaser and its directors,

employees, agents etc. (collectively the “**Purchaser Indemnified Persons**”) from and against any and all Losses suffered, incurred or paid, as a result of, or arising out of, or in relation to any breach or inaccuracy of representations and warranties of the Sellers provided in this Agreement and as more specifically set out in Clause 5 above. It is expressly clarified that each Seller shall only be liable to indemnify for a Loss arising on account of a breach of its respective representations and warranties.

- 6.2 As far as permissible under Applicable Law, the maximum aggregate liability under the indemnification obligation of each Seller, shall in no event be in excess of the Purchase Consideration paid to such Seller.
- 6.3 Further, notwithstanding anything contrary contained in this Agreement, the indemnification obligations of the Promoters with respect to a breach or inaccuracy of representations and warranties made under Clause 5.1, sub-clauses (d), (e), (f), (h) and (i) of this Agreement shall expire on completion of 12 (twelve) months from the Closing Date and neither Party shall have any indemnification claim towards any other Party after such period.
- 6.4 The indemnification rights of the Purchaser Indemnified Persons under this clause of this Agreement are independent of, and in addition to, such other rights and remedies as the Purchaser Indemnified Persons may have under this Agreement and at law or in equity or otherwise, including the right to recover, the right to seek specific performance, rescission, restitution, a restraining order or injunctive relief, none of which rights or remedies shall be affected or diminished by the indemnification rights of the Purchaser Indemnified Persons under this Clause of this Agreement.

7. CONFIDENTIALITY

- 7.1 The Sellers agree, by itself and shall ensure that its directors, employees, and other officers, keep confidential and not to disclose to any third party or utilise any written information received by it from the Purchaser and the Company, or their Affiliates, in relation to the Business and the Technical Information (“**Confidential Information**”).
- 7.2 The Parties agree that the restriction set out under this Clause in relation to utilization of Confidential Information shall not be applicable to the extent that such Confidential Information (i) insofar as such disclosure is necessary to such Party's Affiliates, employees, consultants, directors or professional advisers, provided that such Party shall ensure that such Affiliates, employees, consultants, directors or professional advisers treat such Information as confidential under appropriate non-disclosure obligations. For the avoidance of doubt it is clarified that disclosure of information to such Affiliates, employees, consultants, directors or professional advisers shall be permitted on a strictly “need-to-know basis”; (ii) is, or becomes, part of the public domain without violation of the Agreement, and/or (iii) has been lawfully known and kept on record by a Party prior to disclosure to it by the respective other Party.
- 7.3 Except as required by the provisions of Applicable Laws, no Party shall make any public announcement or issue any press release with respect to the transactions contemplated under this Agreement otherwise than in accordance with the agreed communications plans of the Parties. Any such announcement by either Party shall be made only after prior consultation with the other Party.
- 7.4 Notwithstanding the previous provisions of this Clause, any Party may disclose Confidential Information set out under this Agreement, if (but only to the least extent) required by Applicable Law.

- 7.5 The Party under the obligation to make the disclosure referred to in Clause 7.4 above will consult with the other Parties to the fullest extent practicable to determine the form and timing of such disclosure, provided always that such obligation to consult will in no way prevent the first Party from making timely disclosure hereunder in the form and manner required to duly and properly fulfil its obligations under Applicable Law.

8. GOVERNING LAW AND JURISDICTION

This Agreement will in all respects be governed by and interpreted in accordance with the Applicable Laws of India and subject to Clause 9 below, the courts of New Delhi will have exclusive jurisdiction over such matters.

9. ARBITRATION

- 9.1 In the event a dispute, difference, claim or controversy arises in connection with the interpretation or implementation of this Agreement or the performance of any obligation hereunder (each a “**Dispute**”), the Parties shall attempt in the first instance to resolve the Dispute through friendly consultations.
- 9.2 If the Dispute is not resolved through friendly consultations within thirty (30) days from the date of commencement of discussions or such longer period as the Parties agree in writing, then either Party may invoke this arbitration clause under written notice to the other Parties. The Dispute shall then be referred to and finally resolved by arbitration in accordance with the succeeding provisions of this Clause.
- 9.3 If the Dispute is not resolved as aforesaid, then such Dispute shall be referred to an arbitral tribunal. The arbitral tribunal shall consist of one (1) arbitrator who shall be appointed jointly by the Parties involved in the Dispute.
- 9.4 All arbitration proceedings shall be conducted in the English language in accordance with the (Indian) Arbitration and Conciliation Act, 1996 and the place of arbitration shall be New Delhi. The arbitral tribunal shall decide any such Dispute strictly in accordance with the governing law specified in Clause 8 of this Agreement. Judgement upon any arbitral award rendered hereunder may be entered in any competent court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 9.5 Each Party to the Dispute shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- 9.6 The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the arbitral tribunal, shall be borne equally by the parties to the Dispute and each party to such Dispute shall pay its own fees, disbursements and other charges of its counsel, except as may be otherwise determined by the arbitral tribunal. The arbitral tribunal shall have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.
- 9.7 Any award made by the arbitral tribunal shall be final and binding on each of the parties to the Dispute.
- 9.8 When any Dispute is under arbitration, except for the matters under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective

obligations under this Agreement.

10. **NOTICES**

- 10.1 All notices and other communications by and among the Purchaser and/or Affiliates, the Company and the Sellers in relation to the transactions contemplated under this Agreement shall be deemed to have been effectively made, if sent in writing at the following address:

To **Promoters:** As mentioned in Schedule 1.

To **Kae Capital:**

Attention: Ms. Sasha Mirchandani / Ms. Nita Mirchandani
Address: 7th Floor, 74A&B, Jolly Maker Chambers – II, 225, Nariman Point, Mumbai – 400021

To **Kalysta:**

Attention: Ms. Nowsheen Noordally
Address: C/o CIM Global Business, 33, Edith Cavell Street, Port Louis, Mauritius

To **Bessemer:**

Attention: Mr. Kooshal Torul
Address: IFS Court, Bank Street, Twenty Eight, Cybercity, Ebene - 72201, Mauritius

To **Company:**

Attention: Mr. Akash Goel
Address: No B-3084/3089, Oberoi Gardens, Chandivali Farm Road, Chandivili, Mumbai - 400072

To **Purchaser:**

Attention: Mr. Abhiraj Singh Bhal
Address: 165-A, Second Floor, Ganapati House, Gautam Nagar, New Delhi – 110049

- 10.2 Any Party may by notice change the address to which such notices and communications are to be delivered or transmitted.

- 10.3 A notice shall be deemed to have been received as follows:

- (a) if personally delivered, at the time of delivery;
- (b) if sent by Courier, at the time of receipt of the same by the addressee; or
- (c) if sent by facsimile transmission, in the absence of any indication that the facsimile transmission was distorted or garbled, at the time of production of a transmission report

by the machine from which the facsimile was sent in its entirety to the facsimile number of the recipient notified for the purposes of this Clause; or

- (d) if sent by e-mail, once an electronic delivery receipt for positive delivery is received by the sender.

11. SEVERABILITY

If any of the provisions of this Agreement becomes or be held invalid, ineffective, or unenforceable, all other provisions hereof shall remain in full force and effect. The Parties shall in good faith use their reasonable endeavours to agree an amendment to or replacement of such invalid, ineffective, or unenforceable provision which shall accomplish as far as possible the purpose and intent of the invalid ineffective or unenforceable provision.

12. SPECIFIC PERFORMANCE

This Agreement shall be specifically enforceable at the instance of any Party, without prejudice to all its rights and remedies under law or equity available to it. Each Party agrees that the other Parties will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate (each Party hereby waives the claim or defence that an adequate remedy at law is available) and that each Party shall be entitled to seek specific performance against the other Parties for performance of their obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

13. NO WAIVER

- 13.1. No delay or omission on the part of any Party in exercising any right, power, or remedy, provided by law or under this Agreement referred to in it shall impair such right, power or remedy or operate as a waiver thereof.
- 13.2. The single or partial exercise of any right power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right power or remedy except where expressly stated therein.

14. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior arrangements whether oral or written, relating to such subject matter. No Party has relied upon any representation or warranty in entering this Agreement other than those expressly contained herein.

15. STAMP DUTY AND EXPENSES

The Company will bear the stamp duty, on this Agreement. Each Party will pay its own costs and expenses including but not limited to legal fees incurred in conducting the negotiations leading to this Agreement and in performing, completing, and otherwise carrying out, the provisions of this Agreement.

16. **ASSIGNMENT**

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations thereunder shall be assigned by a Party, without the prior written consent of the other Party. Provided, however, that the Purchaser shall be entitled to assign its rights hereunder to any of its Affiliates without the need of any prior consent.

17. **COUNTERPARTS**

This Agreement may be executed in multiple counterparts. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original. Signatures may also be exchanged by electronic transmission in "PDF" or other imaging format, with original signatures to follow. Each Party agrees to be bound by its own electronic transmission signature and that it accepts the electronic transmission signature of the other parties.

18. **SURVIVAL**

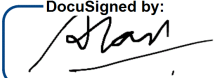
The termination of this Agreement shall in no event terminate or prejudice: (i) any right or obligation arising out of or accruing under this Agreement attributable to events or circumstances occurring prior to such termination; (ii) any provision which by its nature is intended to survive termination.

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DS DS
Abhinav Bhat AG

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:

For Akash Pradeep Goel

DocuSigned by:

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Delhi NCR
Place:
Date: 02/06/2016

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:

For Bonish Gandhi

DocuSigned by:



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Delhi NCR

Place:

Date: 6/2/2016

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:

For Manthan Shah

DocuSigned by:

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Place: Gurgaon
Date: 6/2/2016

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:

For Harmin Shah

DocuSigned by:
Harmin Shah
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Gurgaon

Place:

Date: 6/2/2016

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:

For Aditya Gupta

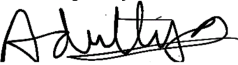
DocuSigned by:

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Place: **Delhi NCR**
Date: **03/06/2016**

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:


For Advitiya Sharma

DocuSigned by:

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Advitiya
Place:
Date: 6/6/2016

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:

For Kae Capital


DocuSigned by:

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Authorized Signatory Kae Capital
Name:
Designation: Nita Mirchandani

Place: Mumbai
Date: 06/06/2016

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:

For Kalysta

DocuSigned by:

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Authorized Signatory

Name:

Husayn Sassa

Designation:

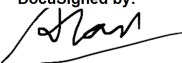
Director

Place: Mauritius

Date: 6/2/2016

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:


For Company

DocuSigned by:

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Authorized Signatory: Akash Goel
Name:
Designation: CEO and Director
Place: Delhi NCR
Date: 02/06/2016

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first written above:

For Purchaser

DocuSigned by:

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Authorised Signatory: Abhiraj Singh Bhal
Name: Cofounder and Director
Designation:
Place: Gurgaon
Date: 6/2/2016

SCHEDULE 1 - PROMOTERS

Name of the Promoter	Particulars
Akash Pradeep Goel	<p>Address: Flat No. 6, Plot No. 23, C-1, Dwarika Complex, Town Center, Cidco, Aurangabad - 431003</p> <p>Email: akash.goel@handyhome.in</p>
Bonish Gandhi	<p>Address: 601, Gopi Vallabh Avenue, Times of India Press Road, Satellite, Ahmedabad – 380015</p> <p>Email: bonish.gandhi@gmail.com</p>
Manthan Shah	<p>Address: 15, Shrinath Krupa Society, Near Sardar Patel School, Vallabhswadi, Maninagar, Ahmedabad – 380008</p> <p>Email: manthah415@gmail.com</p>
Harmin Shah	<p>Address: B-203, Shantanu Apartments, Nr Azad Society, Ambawadi, Ahmedabad – 380015</p> <p>Email: harmin.shah@gmail.com</p>
Aditya Gupta	<p>Address: 20, Parshavnath Colony, Shiv Marg, Ajmer Road, Jaipur, Rajasthan - 302019</p> <p>Email: adigupt09@gmail.com</p>
Advitiya Sharma	<p>Address: Sector No. 6, H. No. 41, Channi Himmat, Jammu - 180015</p> <p>Email: adhu354@gmail.com</p>

DS DS