



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL55878054690161V
Certificate Issued Date	: 01-Feb-2023 03:36 PM
Account Reference	: IMPACC (IV)/ d1721503/ DELHI/ DL-DUH
Unique Doc. Reference	: SUBIN-DL72150364901620415684V
Purchased by	: GAUDIUM IVF AND WOMEN HEALTH PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GAUDIUM IVF AND WOMEN HEALTH PVT LTD
Second Party	: DR MANIKA KHANNA AND OTHERS
Stamp Duty Paid By	: GAUDIUM IVF AND WOMEN HEALTH PVT LTD
Stamp Duty Amount (Rs.)	: 500 (Five Hundred only)

IN-DL55878054690161V



₹500

Please write or type below this line

This stamp paper shall form an integral part of share purchase Agreement dated 01st February, 2023 executed by and between Dr. Manika Khanna, Dr. Poojash Khanna, Gaudium International Private Limited and Gaudium IVF and Women Health Private Limited

Gaudium International PVT LTD

Manika Manika
Director

For Gaudium IVF And Women Health Pvt Ltd.

Poojash Poojash
Director

Statutory Alert:

1. The authenticity of this Stamp certificate status is verified at www.eStampNet.com or using e-Stamp Mark in Form of Stock Holding. Any discrepancy in the details on the Certificate and its verification on the website / Mark in App rendered is void.
2. The cost of checking the log is on the users of the website.
3. In case of any discrepancy please refer the Competent Authority.



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Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL55978264574681V
 Certificate Issued Date : 01-Feb-2023 03:36 PM
 Account Reference : IMPACC (IV) d721503/ DELHV OL-DLH
 Unique Doc. Reference : SUBIN-DL721503B4892736155702V
 Purchased by : GAUDIUM IVF AND WOMEN HEALTH PVT LTD
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : GAUDIUM IVF AND WOMEN HEALTH PVT LTD
 Second Party : DR MANIKA KHANNA AND OTHERS
 Stamp Duty Paid By : GAUDIUM IVF AND WOMEN HEALTH PVT LTD
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

500



500

Please write or type below this line

This stamp paper shall form an integral part of share Purchase Agreement dated 02nd February, 2023 executed by and between M. Manika Khanna, Dr. Poojesh Khanna, Gaudium International Private Limited and Gaudium IVF and Women Health Private Limited.

Gaudium International PVT LTD

Manika Manika
Director

For Gaudium IVF And Women Health Pvt. Ltd.

Poojesh Poojesh
Director

Statutory Alert:

- The authenticity of the Stamp certificate should be verified at www.stamps.gov.in including the Stamp Matrix App of Stock Holding Corporation in the details on the Certificate and as available on the website. Min. 4 September 2022
- The user is checking the legitimacy of the certificate.
- In case of any discrepancy please refer to the Corporate Address.



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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL55878878919503V
 Certificate Issued Date : 01-Feb-2023 03:37 PM
 Account Reference : IMPACC (IVF) (721503) DELHI/DL-DLH
 Unique Doc. Reference : SUBIN-DLDL72150364803272997938V
 Purchased by : GAUDIUM IVF AND WOMEN HEALTH PVT LTD
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : GAUDIUM IVF AND WOMEN HEALTH PVT LTD
 Second Party : DR MANIKA KHANNA AND OTHERS
 Stamp Duty Paid By : GAUDIUM IVF AND WOMEN HEALTH PVT LTD
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)



Please write or type below this line

This stamp paper shall form an integral part of Share Purchase Agreement dated 02nd February, 2023 executed by and between Dr. Manika Khanna, Dr. Poojesh Khanna, Gaudium International Private Limited and Gaudium IVF and Women Health Private Limited.

Gaudium International PVT LTD

Manika Manika
Director

For Gaudium IVF And Women Health Pvt. Ltd.

Poojesh Poojesh
Director

Statutory Alert

- The authenticity of this Stamp certificate shall be verified at www.dli.e-stamp.gov.in using the Stamp Mobile App of Delhi, Haryana. Any discrepancy in the details on this Certificate shall appear on the said site. It is to be taken into account.
- The stamp is subject to the legitimacy of the use of the certificate.
- In case of any discrepancy please refer the Gateway Alerts.

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "Agreement") is made as of 02nd February, 2023 (the "Execution Date")

AMONGST

GAUDIUM IVF AND WOMEN HEALTH PRIVATE LIMITED, a private limited company and having its registered address at A-41, Ground Floor, Chander Nagar, Janakpuri, New Delhi - 110058 (hereinafter referred to as the "**Purchaser**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and permitted assigns) of the **FIRST PART**;

AND

SUCH ENTITIES AS MENTIONED IN ANNEXURE A, (hereinafter referred to as "**Sellers**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

AND

GAUDIUM INTERNATIONAL PRIVATE LIMITED, company incorporated under the Companies Act, 1956 and having its registered office at A-41, Ground Floor, Chander Nagar, Janakpuri, New Delhi - 110058 (hereinafter referred to as the "**Company**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **THIRD PART**;

The Purchaser, the Sellers and the Company shall hereinafter be known individually as a "**Party**" and collectively as "**Parties**" as the context may require.

WHEREAS:

- A. The Company is a private limited company incorporated under the laws of India with an authorized share capital of INR 5,00,000/- (*Indian Rupees Five Lacs* only divided into 50,000 (*Fifty Thousand*) Equity Shares of INR 10/- (*Indian Rupees Ten*) each and an issued, subscribed and paid up capital of INR 5,00,000/- (*Indian Rupees Five Lacs only*) divided into 50,000 (*Fifty Thousand*) Equity Shares of INR 10/- (*Indian Rupees Ten*) each. The details of the shareholding pattern of the Company as on the Execution Date are as annexed in **Annexure B**;
- B. The Parties have agreed that the Sellers shall sell their entire 50,000 (*Fifty Thousand*) number of Equity Shares amounting to 100% (one hundred percent) of the Equity Share Capital ("**Sale Shares**") to the Purchaser on the Closing Date such that, the Purchaser acquires and holds entire 100 % (one hundred percent) of the Equity Share Capital with its nominees as on the Closing Date.
- C. The Parties hereto wish to record in the manner herein mentioned the terms and conditions on which the Purchaser shall acquire and the Sellers shall sell the Sale Shares to the Purchaser.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following terms, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the following meanings assigned to them herein below:

"Equity Shares" shall mean the fully paid-up equity shares of the Company;

"Equity Share Capital" shall mean the fully diluted paid up equity share capital of the Company as issued from time to time;

"INR" means the lawful currency of India;

"Person" shall include an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organisation, a joint stock company or other entity or organisation, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;

2. SALE AND PURCHASE OF SHARES

On the Closing Date, the Sellers hereby agrees to sell, transfer and convey the Sale Shares to the Purchaser for a per share price of INR 250/- (*Indian Rupees Two Hundred and Fifty*) for a total consideration of INR 1,25,00,000/- (*Indian Rupees One Crore and Twenty Five Lacs only*) (the "**Consideration**") and the individual break-up to be paid to each Seller is provided in **Annexure C**, and the Purchaser hereby agrees to purchase, acquire and accept the Sale Shares for Consideration from the Sellers.

3. PRE-CLOSING COVENANTS

- 3.1 The Parties agree that the obligation of the Purchaser to purchase the Sale Shares in the manner provided herein is conditional upon receipt of all corporate approvals (*including all relevant resolutions required under the applicable laws*) by the Sellers and the Company for undertaking the underlying transaction for sale-purchase of the Sale Shares under this Agreement to the satisfaction of the Purchaser as of the Closing Date.

4. CLOSING

- 4.1 The closing of the sale and purchase of the Sale Shares provided for in this Agreement (the "**Closing**") shall take place on such date and at such place as may be mutually agreed between the Parties (the "**Closing Date**").
- 4.2 Simultaneously upon receipt by the Sellers of the Consideration (through telegraphic transfer to the Sellers' bank account), the Sellers shall provide to the Purchaser or its authorized representative duly executed transfer deeds thereby transferring all the beneficial rights and interest in the Sale Shares alongwith the share certificates representing the Sale Shares.
- 4.3 The Company shall carry out all necessary actions and conduct all required/ relevant board meeting/ shareholder meetings on the Closing Date as may be required under the Applicable Laws for the purpose of effectuating the underlying transaction under this Agreement.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Each Party represents, severally and not jointly, to the other Parties hereto that:
- (a) it is a company, duly organized, validly existing and in good standing under the applicable laws of India;
 - (b) it has the power and authority to execute and deliver this Agreement and the relevant agreements that may be entered into between the Parties in pursuance to this Agreement. The execution and delivery of this Agreement by the relevant Party and the performance

of the transactions contemplated therein by such party has been duly authorized and approved;

- (c) upon execution, this Agreement shall constitute legal, valid and binding obligations of each Party, enforceable in accordance with its terms;
- (d) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein do not (i) violate its organizational, charter or governance documents, or any contracts, agreements or any other instruments to which it is a party, or (ii) violate any order, judgment, decree against or binding upon such Party;
- (e) it has not taken any action and no other steps have been taken or legal proceedings started by or against it in any court of law for winding up, dissolution, or for the appointment of a receiver, administrator, trustee over any or all of its assets; and
- (f) it has not taken any action and no other steps have been taken or legal proceedings started by or against it for declaring it as insolvent.

6. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 6.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration at New Delhi in accordance with the arbitration rules of the Arbitration and Conciliation Act, 1996 which rules are deemed to be incorporated by reference in this clause. The language of the arbitration shall be English. The arbitration tribunal shall consist of a sole arbitrator, mutually appointed by the Parties. The arbitration award rendered shall be final and binding on the Parties.
- 6.2. This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law and the courts of New Delhi shall have exclusive jurisdiction over any dispute arising out of this Agreement.

7. NOTICES

- 7.1. Any notice or other communication that may be given by one Party to the other shall be in writing and shall be served either by (i) hand delivery duly acknowledged; or (ii) sent by registered post with acknowledgment due; or (iii) by facsimile at the respective addresses set out in this Agreement or at such other address as may be subsequently intimated by one party to the other in writing as set out herein. If the notice is sent by facsimile, the said notice shall also be sent by registered post acknowledgment due.

8. TERM AND TERMINATION

- 8.1. This Agreement shall come into effect and force and be binding on the Parties from the Execution Date and shall remain in full force unless terminated.
- 8.2. This Agreement may be terminated at any time prior to the Closing by mutual consent of the Parties hereto;

9. MISCELLANEOUS PROVISIONS

9.1. Assignment

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto. Neither the rights nor the obligations of any Party to this Agreement may be transferred or assigned without the written consent of the other Party.

9.2. Confidentiality

The Sellers and the Purchaser shall keep the contents hereof confidential unless there is mutual agreement to disclose the term, or if the Parties are required to disclose such information as required for regulatory or other statutory purposes; provided however, such Parties may reveal the confidential information to their respective accountants, counsel or lenders (i) who need to know the confidential information, and (ii) who are informed by such disclosing Party of the confidential nature of the confidential information.

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**ANNEXURE A
Details of Sellers**

Party	Particulars
Dr Manika Khanna w/o Dr Peeyush Khanna	Residential address: B2/39, Janak Puri, New Delhi-110058 PAN NO. – AKOPK8369C
Dr Peeyush Khanna s/o Mr Roop Narayan	Residential address: B2/39, Janak Puri, New Delhi-110058 PAN NO. – AHPPK6576M

**Annexure B
Details of the Equity Shares**

Name of Shareholder	Number of Fully Paid-up Equity Shares held	Distinctive Numbers		Shareholding Percentage
		From	To	
Dr. Manika Khanna	47,500	1	47,500	95%
Dr. Peeyush Khanna	2,500	47,501	50,000	5%
TOTAL	50,000			100%

**ANNEXURE C
Details of Consideration**

Sr. No.	Name of Shareholder	Amount of Consideration	Bank Account Details
(i)	Dr. Manika Khanna	INR 1,18,75,000	Account Number: 50100219336320 Bank Address: HDFC Bank, Plot No. 28, Block - B, Community Centre, Janak Puri, New Delhi-110058 IFSC: HDFC0000129
(ii)	Dr. Peeyush Khanna	INR 6,25,000	Account Number: 50200050707193 Bank Address: HDFC Bank, Plot No. 28, Block - B, Community Centre, Janak Puri, New Delhi-110058 IFSC: HDFC0000129
TOTAL		INR 1,25,00,000	

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREIN WRITTEN:

Purchaser:
GAUDIUM IVF AND WOMEN HEALTH PRIVATE LIMITED

For Gaudium IVF And Women Health Pvt. Ltd.



Director ✓

Name: Dr. Peeyush Khanna
Designation: Director

This signature page forms part of the Share Purchase Agreement dated 02nd February, 2023 entered into between Dr Manika Khanna, Dr Peeyush Khanna, Guadium International Private Limited and Gaudium IVF and Women Health Private Limited

Seller No.1:
Dr Manika Khanna

Manika

Seller No.2:
Dr Peeyush Khanna

Peeyush

✓

The Company:
GAUDIUM INTERNATIONAL PRIVATE LIMITED

For Gaudium International PVI. L.

Manika Director

Name: Dr. Manika Khanna
Designation: Director

This signature page forms part of the Share Purchase Agreement dated 02nd February, 2023 entered into between Dr Manika Khanna, Dr Peeyush Khanna, Gaudium International Private Limited and Gaudium IVF and Women Health Private Limited

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