

महाराष्ट्र MAHARASHTRA

2023

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दस्ताचा प्रकार Agreement
दस्त नोंदणी करणार आहेत का? हाय/नाही

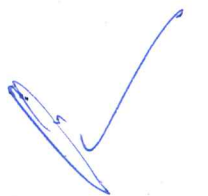
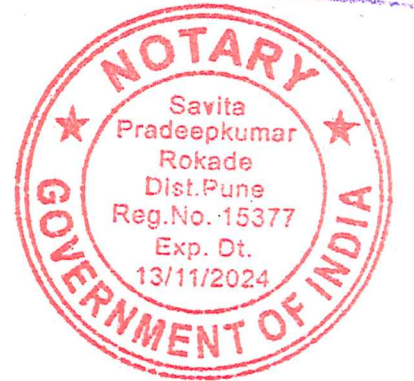
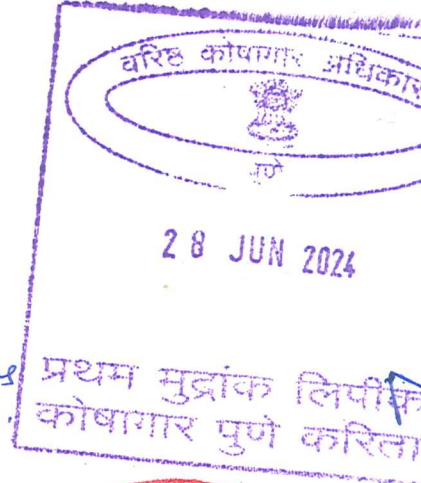
मिळकतीचे वर्णन TCC Concept Limited.
मुद्रांक विकत घेणाऱ्याचे नांव Shivaji Nagar Pune
पत्ता

दुसऱ्या पक्षकाराचे नांव Natural Environment Solutions Pvt Ltd
हस्ते व्यक्तीचे नांव व पत्ता Nilesh Pote, Pune

मुद्रांक विकत घेणाऱ्याची सही

न्या करणाऱ्यासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून 6 महिन्यांत वापरणे बंधनकारक आहे.

किरण देवराम लडकर
परवाना क्र. 2209924
839, सोमवार पेठ, पुणे-44

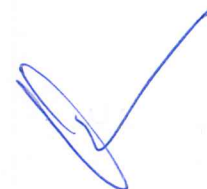
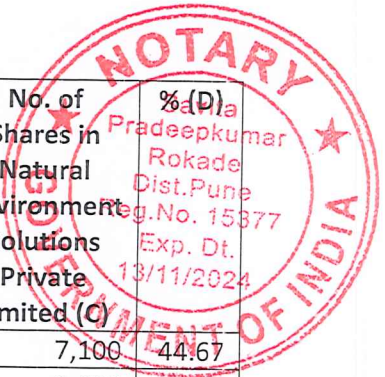


SHARE EXCHANGE/SWAP AGREEMENT

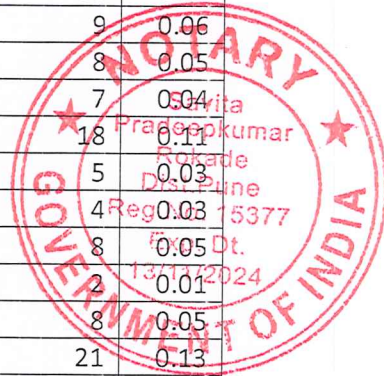
SHARE EXCHANGE AGREEMENT, dated as of 13 July, 2024 (this "Agreement"), is hereby entered into by and among:

- (1) TCC Concept Limited (CIN: L68200PN1984PLC222140), a company incorporated under the Companies Act, 1956 having registered office at 5th Floor, VB Capitol Building, Range Hill Road, Opp. Hotel Symphony, Bhoslenagar, Shivajinagar, Pune 411007 (herein after referred as the "Purchaser"),
- (2) Natural Environment Solutions Private Limited (CIN U63119UP2017PTC089633), a company incorporated under the Companies Act, 2013 having registered office at Unit No. 930, Graphix-2, A-13, 9th Floor, Sector-62, Noida, Gautam Buddha Nagar, Noida, Uttar Pradesh 201301 (herein after referred as the "Seller Company/ Company"),
- (3) The Shareholders of Seller Company jointly and severally known as:

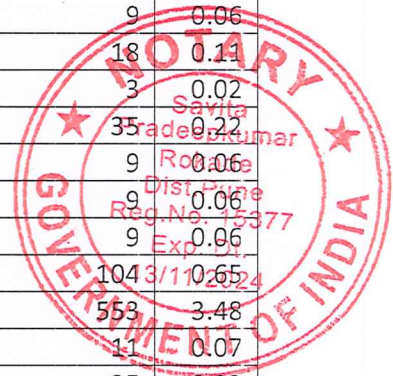
Sr. No.	Name of Proposed Allottee(S) Belongs to Natural Environment Solutions Private Limited (A)	Category (B)	No. of Shares in Natural Environment Solutions Private Limited (C)	% (D)
1	Umesh Kumar Sahay	Promoter	7,100	44.67
2	Aditi Umesh Sahai	Promoter Group	2,180	13.72
3	Hemlata Mahendra Singh	Promoter Group	719	4.52
4	Prasoon Mishra	Non-Promoter	1	0.01
5	Abha Agarwal	Non-Promoter	9	0.06
6	Hiren Parmar	Non-Promoter	17	0.11
7	Mahesh Murji Gala	Non-Promoter	43	0.27
8	Mangina Srinivas Rao	Non-Promoter	35	0.22
9	Mohan Kumar Gannavaram Venkatesh	Non-Promoter	20	0.13
10	Mohit Vinodkumar Agrawal	Non-Promoter	69	0.43
11	Parin Punshi Nishar	Non-Promoter	43	0.27
12	Rajashree Yashodhan Wanage	Non-Promoter	26	0.16
13	Rajesh Chandrakant Vaishnav	Non-Promoter	35	0.22
14	Shreem Finance and Investments Private Limited	Non-Promoter	9	0.06
15	Suhas Shantaram Samant	Non-Promoter	7	0.04
16	Tarun Agarwal	Non-Promoter	26	0.16
17	Shazia Shujaul	Non-Promoter	5	0.03
18	Rajesh Kumar Guglani	Non-Promoter	22	0.14
19	Naresh Thawani	Non-Promoter	16	0.10
20	Intellectual Partners (Nisha Jain J/W Priyanka Havelia)	Non-Promoter	26	0.16
21	Palak Chadha	Non-Promoter	26	0.16



22	Prajakta Mukesh Yeole	Non-Promoter	18	0.11
23	Sunil Popatlal Nahar	Non-Promoter	18	0.11
24	Tushar Aggarwal	Non-Promoter	18	0.11
25	Aditya Sahaya	Non-Promoter	35	0.22
26	Bridgemonte Advisors Private Limited	Non-Promoter	35	0.22
27	Kishor Eknath Morde	Non-Promoter	35	0.22
28	Mahesh Ashok Morde	Non-Promoter	9	0.06
29	Mangal Sanjay Morde	Non-Promoter	52	0.33
30	Narendra D Dhumal	Non-Promoter	18	0.11
31	Sandeep Nanabhau Doke	Non-Promoter	35	0.22
32	Vikas Digambar Gaikwad	Non-Promoter	9	0.06
33	Vilas Dattatray Sherkar	Non-Promoter	9	0.06
34	Morde Foods Pvt Ltd	Non-Promoter	544	3.42
35	Sameer Vasant Morde	Non-Promoter	18	0.11
36	Supriya Tejas Bhoite	Non-Promoter	35	0.22
37	Suwarna Ram Morde	Non-Promoter	35	0.22
38	Amit Jasvantrai Dholakia	Non-Promoter	9	0.06
39	Ashok Bhawandas Awtani	Non-Promoter	8	0.05
40	Bhargav Anilkumar Patel	Non-Promoter	7	0.04
41	Bhavna Gothi	Non-Promoter	18	0.11
42	Bijal Kunal Thakkar	Non-Promoter	5	0.03
43	Harika Sachdev	Non-Promoter	4	0.03
44	Goonjan Dhar	Non-Promoter	8	0.05
45	Kanak Lalit Manek	Non-Promoter	2	0.01
46	Jai Sinha	Non-Promoter	8	0.05
47	Malik Amirbhai Charaniya	Non-Promoter	21	0.13
48	Manoj Shiv Laungani	Non-Promoter	7	0.04
49	Mansha Nikhil Chawla	Non-Promoter	4	0.03
50	Mohit Yakub Gunja	Non-Promoter	14	0.09
51	Nova Global Opportunities Fund PCC - Touchstone	Non-Promoter	225	1.42
52	Samiksha Kalra Malik	Non-Promoter	4	0.03
53	Raghav Mallik	Non-Promoter	4	0.03
54	Sajid Umedali Dhrolia	Non-Promoter	26	0.16
55	Saurabh Asit Oberoi	Non-Promoter	27	0.17
56	Shalini Ashok Chawla	Non-Promoter	2	0.01
57	Sageone Investment Managers LLP	Non-Promoter	345	2.17
58	Gaurav Chopra	Non-Promoter	35	0.22
59	Roopali Uppal	Non-Promoter	69	0.43
60	Avarjit Singh Birghi	Non-Promoter	138	0.87
61	Harneet Kaur	Non-Promoter	23	0.14
62	Sarabpreet Kaur	Non-Promoter	138	0.87
63	Vanaja Sundar Iyer	Non-Promoter	806	5.07
64	Khushbu Nikhil Kumar Shah	Non-Promoter	35	0.22
65	Shilpy Dixit	Non-Promoter	26	0.16
66	Kingsman Wealth Fund PCC KIF II	Non-Promoter	69	0.43
67	Viney Equity Market LLP	Non-Promoter	35	0.22
68	Divya Arora	Non-Promoter	78	0.49



69	Prashant Mehta	Non-Promoter	15	0.09
70	Suhani Poddar	Non-Promoter	9	0.06
71	NG Family Trust (First Holder Beneficiary- Nitinbhai Govindbhai Patel)	Non-Promoter	18	0.11
72	Nikhil Tyagi	Non-Promoter	70	0.44
73	Divya Bhandari	Non-Promoter	9	0.06
74	Abhishek Maheshchand Khandelwal	Non-Promoter	9	0.06
75	Ankit Arora	Non-Promoter	9	0.06
76	Vimi Malhotra	Non-Promoter	26	0.16
77	Archit Garg	Non-Promoter	6	0.04
78	ASAP Engineering (First Holder - Abhishek Maheshchand Khandelwal)	Non-Promoter	9	0.06
79	Ashish Rohatgi	Non-Promoter	9	0.06
80	Binita Sharma	Non-Promoter	9	0.06
81	Atul Kumar Gupta	Non-Promoter	18	0.11
82	Bindu Agrawal	Non-Promoter	3	0.02
83	Cherisha Mittal	Non-Promoter	35	0.22
84	Gurinder Pal Singh	Non-Promoter	9	0.06
85	Neha Hathiramani	Non-Promoter	9	0.06
86	Manjari Agrawal	Non-Promoter	9	0.06
87	Mansi Ladkat	Non-Promoter	104	0.65
88	Minerva Ventures Fund	Non-Promoter	553	3.48
89	Narayan Agrawal	Non-Promoter	11	0.07
90	Nidhi Arora	Non-Promoter	35	0.22
91	Sanju Jha	Non-Promoter	14	0.09
92	Pankaj Ganjoo	Non-Promoter	20	0.13
93	Puneet Tandon	Non-Promoter	9	0.06
94	Rajeev Kumar	Non-Promoter	12	0.08
95	Usha Shubhkaran Sanghi	Non-Promoter	13	0.08
96	Jyoti Doda	Non-Promoter	9	0.06
97	Learning Universe LLP	Non-Promoter	9	0.06
98	Palak Jain	Non-Promoter	8	0.05
99	Arpana Sikka Mehra	Non-Promoter	9	0.06
100	Rudradeep Banerjee	Non-Promoter	9	0.06
101	Rupesh Nagpal	Non-Promoter	9	0.06
102	Rwittika Khatua	Non-Promoter	9	0.06
103	Tatavarthy Satya Venkata Sri Nagaratna Mani Manjari	Non-Promoter	18	0.11
104	Vanita Goel	Non-Promoter	18	0.11
105	Venkatram Mandalapu	Non-Promoter	24	0.15
106	Nalla Madhav Rao	Non-Promoter	9	0.06
107	Nandini Arora	Non-Promoter	58	0.36
108	Deepshikha Arora	Non-Promoter	38	0.24
109	Viral Desai	Non-Promoter	21	0.13
110	Rahul Chandrasingh Mehta	Non-Promoter	34	0.21
111	Nikhil Anil Kotwal	Non-Promoter	10	0.06



112	Chintan Haresh Shah	Non-Promoter	15	0.09
113	Nav Capital VCC - Nav Capital Emerging Star Fund	Non-Promoter	720	4.53
114	Zenture Partners LLP	Non-Promoter	69	0.43
115	Tanay Gupta	Non-Promoter	55	0.35
116	Veena Shankar	Non-Promoter	32	0.20
117	Ashish Chugh	Non-Promoter	30	0.19
118	Bishir Kantilal Mehta	Non-Promoter	14	0.09
119	Ishita Giri	Non-Promoter	13	0.08
120	Vikas Benigopal Tawani	Non-Promoter	10	0.06
121	Madhu N Kumar	Non-Promoter	9	0.06
122	Akanksha Narula	Non-Promoter	6	0.04
123	Madhava Rao Nalla	Non-Promoter	6	0.04
124	Kanika Lalwani	Non-Promoter	5	0.03
125	Sarika Arora	Non-Promoter	10	0.06

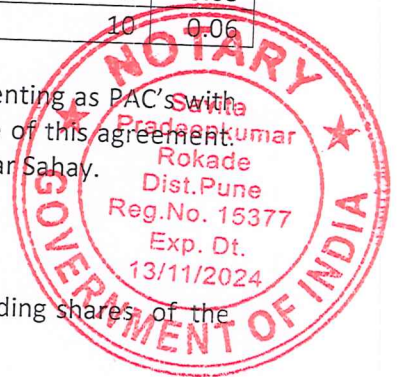
The Shareholders of Seller Company individually and as a Group representing as PAC's with each other and is/are acting in concert with each other for the purpose of this agreement. The Shareholders of Seller Company are represented by Mr. Umesh Kumar Sahay.

RECITALS:

WHEREAS, the Sellers collectively own 100% of the issued, paid up and outstanding shares of the Company (the "Shares") consisting of 15,895 equity shares of face of Rs. 10 each.

WHEREAS The Seller Company is engaged in the business of:

- i. To spearhead the development and management of cutting-edge, multi-tenanted data center buildings, offering comprehensive rack space and utility infrastructure services tailored for hosting servers, storage, software applications, and websites. Additionally, to provide top-tier hardware and software solutions on a usage/service basis, empowering customers to seamlessly host and manage their applications and websites, alongside adeptly engaging in the reselling of hardware and software.
- ii. To pioneer in-house cloud services while concurrently serving as a premier reseller of cloud services sourced from esteemed providers, ensuring end customers access to a diversified range of cloud solutions tailored to their unique needs.
- iii. To deliver unparalleled 24/7 IT management services, encompassing the gamut of call center management, data processing, and back-office processing. Further, to provide expert system integration services and deploy skill-based tools adept at the meticulous management of hardware, software, applications, websites, and telecom links.
- iv. To excel in data processing, warehousing, and database management services, with a focus on avant-garde software designing, development, customization, implementation, and maintenance. Moreover, to undertake the manufacturing, distribution, and upkeep of state-of-the-art computer hardware, systems, and networking solutions, supplemented by comprehensive consultancy services to guide clients towards optimal outcomes.



- v. To drive innovation in software through meticulous designing, development, customization, implementation, maintenance, and rigorous testing processes. Additionally, to undertake the import, export, sale, purchase, distribution, and hosting of sophisticated computer software packages and solutions, ensuring clients access the pinnacle of technological prowess.
- vi. To pioneer the development, provision, design, import, export, distribution, and transaction of advanced systems and application software tailored for microprocessor-based information systems, internet service provider solutions, and burgeoning niche segments. This encompasses dynamic software enterprise, resource planning, ecommerce, and a myriad of business applications, destined for domestic sale or export abroad. Further, to lead the charge in manufacturing, selling, exporting, and importing electric and electronic components indispensable to various industries, including the pivotal realms of computers and telecommunications. Lastly, to spearhead intensive research and development efforts in software, culminating in the design and deployment of cutting-edge system and application software, alongside the establishment of an Integrated Services Digital Local Network (ISDLAN) catering to the diverse needs of data centers, technology parks, and cyber cafe services.

WHEREAS the Purchaser, TCC Concept Limited has approached the Shareholders of Seller Company with an intention to acquire the 100% Equity shares of Natural Environment Solutions Private Limited and make it a wholly owned subsidiary and the Shareholders of Seller Company have given their consent for the same.

WHEREAS The Board of Directors of the Purchaser, TCC Concept Limited has passed Board Resolution on July 13, 2024 to issue and allot 1,30,97,480 (One Crore Thirty Lakh Ninety-Seven Thousand Four Hundred Eighty) Equity shares of Rs. 10 each at an issue price of Rs. 352 each (at a premium of Rs. 342 per share) amounting to Rs. 4,61,03,12,960 (Rupees Four Hundred Sixty-One Crore Three Lakh Twelve Thousand Nine Hundred Sixty) on preferential basis to the shareholders of the Seller Company in proportion to their respective shareholding in the Company for consideration other than cash i.e., swap of Equity shares by allotment of above said equity shares through preferential basis to augment future prospects of the Purchaser, TCC Concept Limited. Consequently, Natural Environment Solutions Private Limited become wholly owned subsidiary of TCC Concept Limited.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

1. DEFINITIONS

1.1. **Definitions.** The following terms, as used herein, have the following meanings:

“Audited Financial Statements” means the Standalone financial statements of The Company for the period ended March 31, 2023.

“Act” means Companies Act, 2013, as amended.

“Action” means any action, suit, investigation, hearing or proceeding, including any audit for taxes or otherwise.



"Additional Agreements" means any other agreement and/or instruments that all parties hereto agree to enter into for the deal contemplated in this Agreement.

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person. With respect to any natural person, the term Affiliate shall also include any member of said person's immediate family, any family limited partnership, limited liability company or other entity in which said person owns any beneficial interest and any trust, voting or otherwise, of which said person is a trustee or of which said person or any of said person's immediate family is a beneficiary.

"Agreement" means this Share Exchange Agreement.

"Appraised Value" means the market value of the Company which is determined by an independent valuer in accordance with the accounting standard read with the valuation as per Regulation 164/165/166A of the SEBI (ICDR) Regulations, 2018.

"Authority" shall mean any governmental, regulatory or administrative body, agency or authority, any court or judicial authority.

"Books and Records" means all books and records, ledgers, employee records, customer lists, files, correspondence, and other records of every kind (whether written, electronic or otherwise embodied) owned or used by the Company.

"Business" has the meaning set forth in the Recitals.

"Closing date" is a date when the purchaser company allot the swap shares in lieu of the holdings of the sellers in the seller company.

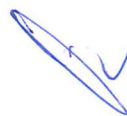
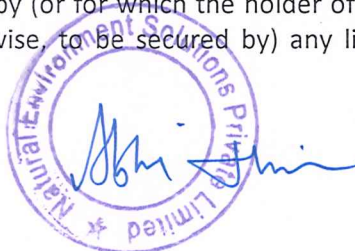
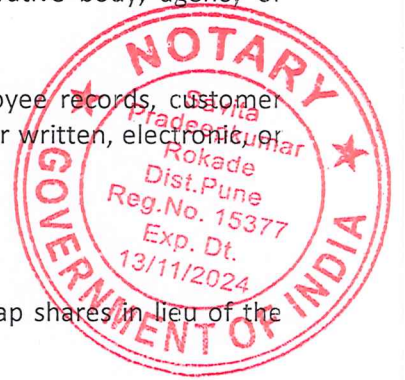
"Core Employees" means any employee of the Company who is head of department, senior manager or Key management personnel of the Company.

"Employment Agreements" means the agreements between the Company and the Core Employees.

"Exchange Act" means the Securities Exchange Board of India Act of 1992.

"Exchange Act Filings" means filings under the Exchange Act made by the Purchaser.

"Indebtedness" includes with respect to any Person, (a) all obligations of such Person for borrowed money, or with respect to deposits or advances of any kind (including amounts by reason of overdrafts and amounts owed by reason of letter of credit reimbursement agreements) including with respect thereto, all interest, fees and costs, (b) all obligations of such Person evidenced by bonds, debentures, notes, liens, mortgages or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person, (d) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable to creditors for goods and services incurred in the ordinary course of business), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien or security interest on



property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, and (f) all guarantees by such Person.

"Intellectual Property" means any and all of the following:

- (A) patents, patent applications and statutory invention registrations;
- (B) trademarks, licenses, inventions, service marks, trade names, trade dress, slogans, logos and Internet domain names, including registrations and applications for registration thereof;
- (C) copyrights, including registrations and applications for registration thereof, the software and copyrightable materials;
- (D) trade secrets, know-how and similar confidential and proprietary information;
- (E) URLs, Internet domain names and Websites; and (F) any other type of Intellectual Property right in each case which is owned or filed by the Company (or by the Sellers with respect to the Company) or any Subsidiaries whether registered or unregistered or domestic or foreign.

"Knowledge of the Company" or "Company's Knowledge" means, with respect to any matter in question, the actual knowledge of any executive officer of the Company after reasonable inquiry.

"Law" means, with respect to any Person, any national, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, including any agreement to give any of the foregoing and any conditional sale and including any voting agreement or proxy.

"Lock-Up Agreements" means each of the Lock-Up Agreements for lock up of the shares of Purchaser as hold by the Sellers, between the Purchaser, the Sellers and other relevant parties in the form to be agreed to by Sellers after the date of this Agreement.

"Offices" means offices, warehouses or business locations of the Company.

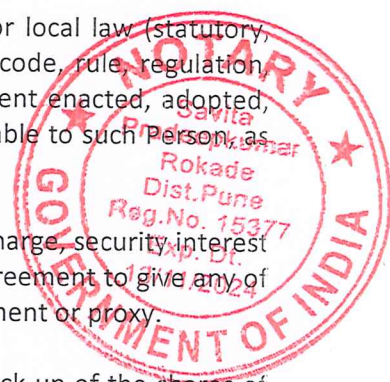
"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or other entity or organization, including a government, domestic or foreign, or political subdivision thereof, or an agency or instrumentality thereof.

"Purchase price means the price at which the purchaser company allot the shares against the shares held by the sellers in seller company i.e. 824 shares of the purchaser company against one share held by the seller in the seller company.

"Tangible Assets" means all tangible personal property and interests therein, including inventory, machinery, computers and accessories, furniture, office equipment, communications equipment, and other tangible property.

ARTICLE II

2. PURCHASE AND SALE OF SHARES



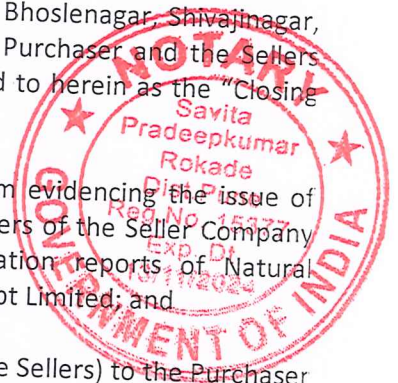
2.1 **Purchase and Sale of the Shares.** Subject to the terms and conditions herein stated and subject to delivery of the Purchase Price by way of swap of shares by the Purchaser to the Sellers (the shareholders of the Seller company), the Sellers agrees to sell, assign, transfer and deliver to the Purchaser on the Closing Date, and the Purchaser agrees to purchase on the Closing Date, free and clear of all Liens, the Shares, which represent all 100% of the issued and paid up ownership interests in the Seller Company. The Shares shall be transferred free from any mortgage, charge, lien, pledge or other encumbrance and with all rights attached or accruing to them.

2.2 **Closing.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at corporate office of the purchaser at 5th Floor, VB Capitol Building, Range Hill Road, Opp. Hotel Symphony, Bhoslenagar, Shivajinagar, Pune 411007, or such other place, time or date as the Purchaser and the Sellers agree in writing. The date of the Closing shall be referred to herein as the "Closing Date". At the Closing

- (a) the Purchaser shall deliver the corporate action form evidencing the issue of fresh swap shares by the purchaser to the shareholders of the Seller Company as per the considerations agreed based on valuation reports of Natural Environment Solutions Private Limited and TCC Concept Limited; and
- (b) the Sellers shall deliver (or cause to be delivered by the Sellers) to the Purchaser stock/ Share certificate(s) / DP Transfer receipt evidencing the Shares held by it, together with duly executed stock / Share transfer deeds/ Share Transfer Form (SH-4)/ DP Transfer Receipt, which shall be duly stamped and shall be executed in favour of the Purchaser.

2.3 **Purchase Price.**

- (a) The aggregate purchase price for the Shares has been mutually decided between the Board of the Purchaser and the Sellers where the valuation is not less than the value as derived by the registered valuer Mr. Bhavesh Rathod, IBBI Registered valuer.
- (b) The Purchaser and the Sellers relied upon the valuation report dated July 13, 2024 issued by Mr. Bhavesh Rathod, Chartered Accountants (ICAI Membership No.: 119158 & IBBI Reg. No.: IBBI/RV/06/2019/10708) attached as Exhibit A (the "Appraisal/Valuation Report") to arrive at the true value of the Purchaser and the Seller Company and consequently the ratio in which the Purchaser shall issue equity shares of Purchaser Company in exchange of each equity share of Sellers in the Seller Company, i.e. 824: 1, respectively.
- (c) The Purchase Price, i.e. 824 shares of the Purchaser Company shall be issued to the Sellers for a value of Rs. 352 per share of face value of Rs. 10 each against 1 share held by the Sellers in the seller company. This purchase consideration shall be paid by way of swap of shares between the purchaser and the sellers.
- (d) The Shareholders of the Company (Sellers) agrees to sale their 100% of the holding against 824 equity shares of Rs. 352 per share of face value of Rs. 10



each of the Purchaser Company and the Purchase consideration shall be paid by issue of the fresh equity share capital of the Purchaser and by way of swap of shares.

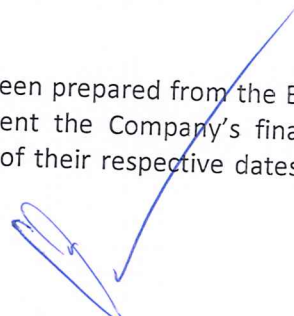
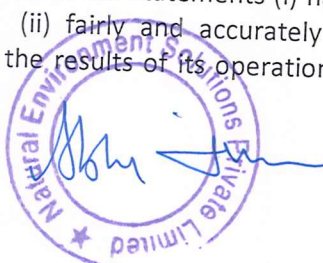
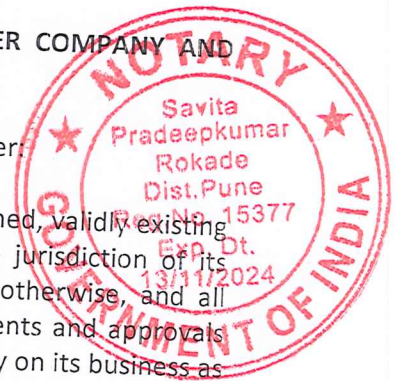
- (e) The Purchaser shall credit the equity shares of Purchaser Company to the respective Demat account of the Sellers at a Purchase Price (swap ratio) in proportion to their respective shareholdings in Seller Company after receipt of in principle approval under regulation 28(1) of SEBI (LODR) Regulation, 2015 from BSE.
- (f) Similarly, the Sellers shall transfer the equity shares of the Seller Company to the Purchaser by crediting the same through "Delivery Instruction Slip/ Share Transfer Form (SH-4)" or any other manner permissible under the applicable laws.

ARTICLE III

3. REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS OF SELLER COMPANY AND SELLER

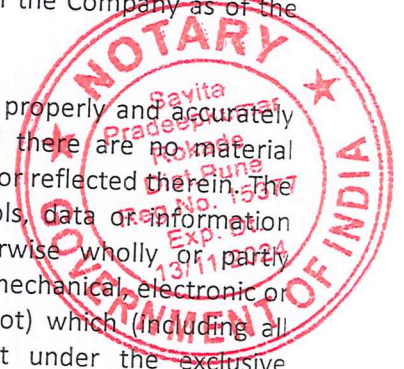
The Seller Company Parties hereby represent and warrant to the Purchaser:

- 3.1 **Corporate Existence and Power.** The Seller Company is duly formed, validly existing and in good standing under and by virtue of the Laws of the jurisdiction of its organization, and has all power and authority, corporate and otherwise, and all governmental licenses, franchises, permits, authorizations, consents and approvals required to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. The Company has not taken any action, adopted any plan, or made any agreement in respect of any Transaction, consolidation, sale of all or substantially all of its respective assets, reorganization, recapitalization, dissolution or liquidation, except as explicitly set forth in this Agreement.
- 3.2 **Subsidiaries.** The Seller Company has no subsidiary or any joint venture.
- 3.3 **Capitalization and Ownership.** No Person other than the Shareholders of Seller Company owns any securities of the Seller Company. There is no Contract that requires or under any circumstance would require the Seller Company to issue, or grant any right to acquire, any securities of the Seller Company or any security or instrument exercisable or exchangeable for or convertible into, the capital stock or membership interest of the Company or to merge, consolidate, dissolve, liquidate, restructure, or recapitalize the Company.
- 3.4 **Affiliates.** Other than the Shareholders, the Seller Company is not controlled by any Person and is not in control of any other Person.
- 3.5 **Financial Statements:**
 - (a) The Unaudited Financial Statements (i) have been prepared from the Books and Records; (ii) fairly and accurately present the Company's financial condition and the results of its operations as of their respective dates and



for the periods then ended; (iii) contain and reflect all necessary adjustments and accruals for a fair presentation of the Company's financial condition as of their dates; (iv) contain and reflect adequate provisions for all reasonably anticipated liabilities for all material income, property, sales, payroll or other Taxes applicable to the Company with respect to the periods then ended, and (v) all liabilities of the Company are disclosed in the Unaudited Financial Statements and there are no other liabilities

- (b) Except as specifically disclosed on the Unaudited Financial Statements as of June 30, 2024 (the "Interim Financial Statements") and for liabilities and obligations of a similar nature and in similar amounts incurred in the ordinary course of business since the date of the Interim Financial Statements and there are no debts relating to the Company.
- (c) The Unaudited Financial Statements and the Interim Financial Statements accurately reflects the outstanding Indebtedness of the Company as of the respective dates thereof.
- (d) All Books and Records of the Company have been properly and accurately kept and completed in all material respects, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein. The Company has none of its records, systems controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by any means (including any mechanical, electronic or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) is not under the exclusive ownership (excluding licensed software programs) and direct control of the Company.

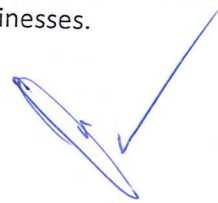
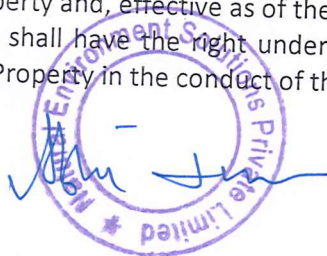


3.6 Books and Records:

- (a) The Books and Records accurately and fairly, in reasonable detail, reflect the Company and maintain a system of internal accounting controls to procure:
 - (i) transactions are executed in accordance with management's authorization.
 - (ii) recorded assets are compared with existing assets at reasonable intervals, and appropriate action is taken with respect to any differences.
- (b) The Company has heretofore made all of its Books and Records available to the Purchaser for its inspection and has heretofore delivered to the Purchaser complete and accurate copies of documents referred to in the Schedules or as the Purchaser otherwise has requested.

3.7 Real Property:

The use and operation of the Real Property or real property lease (the "Leases") by the Company are in full compliance in all material respects with covenants, conditions, restrictions, easements, disposition agreements and similar matters affecting the Real Property and, effective as of the Closing, each of the Company and its Subsidiaries, if any shall have the right under all Laws to continue the use and operation of the Real Property in the conduct of their businesses.



The Company has not breached or violated and is not in default under any of the Leases, the breach or violation of which could individually or in the aggregate have a Material Adverse Effect, and no notice from any Person has been received by the Company or any Subsidiaries, if any, or served upon the Company or the Sellers claiming any violation of any Lease.

3.8 Tangible Property:

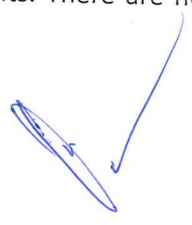
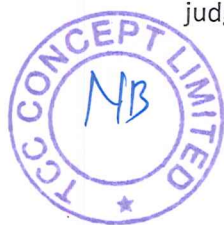
- (a) Each piece of Tangible Assets is in operating condition and repair and functions in accordance with its intended use (ordinary wear and tear excepted), has been properly maintained, and is suitable for its present uses.
- (b) The Company has good title to, or valid leasehold or license interest in, all its respective properties and assets (whether tangible or intangible), free and clear of all Liens. The personal and other properties and assets owned by the Company or any Subsidiaries or leased or licensed by the Company from a third party constitute all such properties and assets used in and necessary to the Business as presently conducted and as presently proposed to be conducted.

3.9 Intellectual Property:

- (a) The Owned Intellectual Property, together with the licensed intellectual property rights which the Company and the Subsidiaries can obtain from the public market without substantial difficulties, constitute all the Intellectual Property necessary to, or used or held for use in, the conduct of the business of the Company and the Subsidiaries as currently conducted. The consummation of the transactions contemplated by this Agreement will not alter, encumber, impair or extinguish any Owned Intellectual Property.
- (b) To the Knowledge of the Company, no Person has infringed, misappropriated or otherwise violated any Owned Intellectual Property. The Company has taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of all confidential Intellectual Property. None of the Intellectual Property of the Company that are material to the business or operation of the Company and the value of which to the Company are contingent upon maintaining the confidentiality thereof, has been disclosed other than to employees, representatives and agents of the Company all of whom are bound by written confidentiality agreements substantially in the form previously disclosed to the Purchaser.

3.10 Litigation:

There is no Action (or any basis therefor) pending against, or to the Knowledge of the Company or any of its sellers, threatened against or affecting the Company, any of their respective officers or directors, the Sellers, the business of the Company before any court or arbitrator or any governmental body, agency or official or which in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated hereby and in the Additional Agreements. There are no outstanding judgments against the Company or any Subsidiaries.



3.11 Contracts:

(a) Each contract to which the Company is a party (each, a "Contract") is a valid and binding agreement, and is in full force and effect, and the Company to its knowledge thereto, is in breach or default (whether with or without the passage of time or the giving of notice or both) under the terms of any such valid and binding Contract. The Company has not assigned, delegated, or otherwise transferred any of its rights or obligations with respect to any Contracts, or granted any power of attorney with respect thereto.

3.12 Licenses and Permits:

The Company possess all permits necessary for the ownership and operation of their businesses (the "Permits"). True, complete and correct copies of the Permits issued to the Company has previously been delivered to the Purchaser. Such Permits are valid and in full force and effect and, assuming the related Company Consents, if any, have been obtained or waived prior to the Closing Date, none of the Permits will be terminated or impaired or become terminable as a result of the transactions contemplated hereby. The Company has all Permits necessary to operate the Business other than those Permits whose absence individually or in the aggregate would not cause a Material Adverse Effect.

3.13 Employment Contracts:

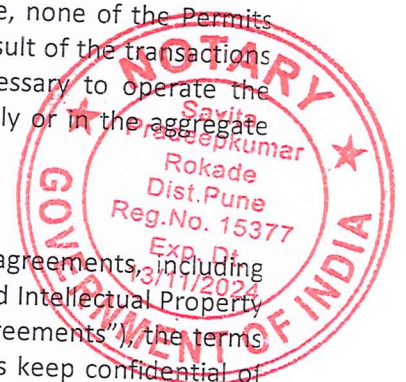
The Core Employees shall have entered into employment agreements, including customary confidentiality clauses, non-competition clauses and Intellectual Property assignment clauses with the Company (the "Employment Agreements"), the terms and conditions of which may ensure that the Core Employees keep confidential of information of the Company during the employment period and after the employment period, the Core Employees shall not directly or indirectly conduct the compete Business with the Company during the employment period and within two (2) years after the employment period, all the Intellectual Property developed by the Core Employees during the employment period shall be owned by the Operation Company. The photo copies of such Employment Agreements have been delivered to the Purchaser.

3.14 Compliance with Labour Laws and Agreements:

The Seller Company has complied with all applicable Laws and Orders relating to employment or labour other than those Laws and Orders with which it could fail to comply, either individually or in the aggregate, without causing a Material Adverse Effect. No present or former employee, officer or director of the Company or any Subsidiaries has, or will have at the Closing Date, any claim for any matter including for wages, salary, vacation, severance, or sick pay except for the same incurred in the ordinary course of business for the last payroll period prior to the Closing Date.

3.15 Employee Matters.

The Unaudited Financial Statements contain an accurate and complete list of each director's and officer's incentive, bonus, profit sharing, retirement, deferred compensation, equity, phantom equity, option, equity purchase, equity appreciation right or severance plan of the Company now in effect or under which the Company has or might have any obligation, or any understanding between the Company and any employee concerning the terms of such employee's employment that does not apply to such company's employees generally.



3.16 Tax Matters:

- (a) Compliance generally where required by law, the Company has (A) duly and timely filed all Tax Returns required to be filed on or prior to the Closing Date, which Tax Returns are true, correct and complete in all material respects, and (B) duly and timely paid all Taxes due and payable in respect of all periods up to and including the date which includes the Closing Date or has made adequate provision in its books and records and the Unaudited Financial Statements in accordance for any such Tax which is not due on or before such time.
- (b) Prior to the Closing Date, the Company shall provide the Purchaser with a schedule, which sets forth each Taxing jurisdiction in which the Company has filed or are required to file Tax Returns.
- (c) Any Tax Returns of the Company filed subsequent hereto and on or prior to the Closing Date were or will be consistent with the Tax Returns furnished to the Purchaser and did not and will not make, amend or terminate any election with respect to any Tax or change any accounting method, practice or procedure.
- (d) The Company has complied with all applicable Law relating to the reporting, payment, collection and withholding of Taxes and has duly and timely withheld or collected, paid over and reported all Taxes required to be withheld or collected on or before the date hereof.

3.17 Other Information:

Neither this Agreement, nor any of the documents or other information made available to the Purchaser or its Affiliates, attorneys, accountants, agents or representatives pursuant hereto or in connection with the Purchaser's due diligence review of the Business or the transactions contemplated by this Agreement contained, contains or will contain any untrue statement of a material fact.

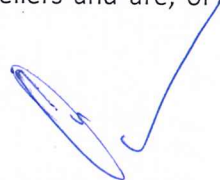
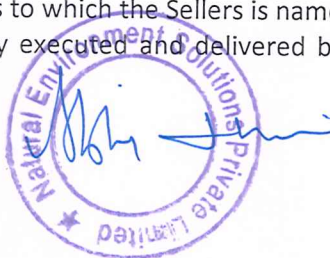
ARTICLE IV

4. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

The Sellers represents to the Purchaser as follows, and at the Closing the Sellers will represent:

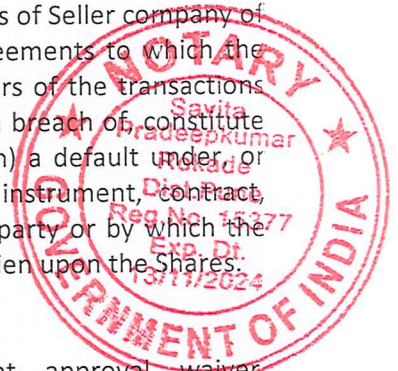
4.1 Ownership of Shares: Authority

- (a) The Shareholders of Seller Company have good and marketable title to the Shares, free and clear of any and all Liens.
- (b) The Shareholders of Seller Company have full legal capacity, power and authority to execute and deliver this Agreement and the Additional Agreements to which it is named as a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement and the Additional Agreements to which the Sellers is named as a party have been, or at Closing will be, duly executed and delivered by the Sellers and are, or upon their



execution and delivery will be, valid and legally binding obligations of the Sellers, enforceable against the Sellers in accordance with their respective terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors, or (ii) rules of law governing specific performance, injunctive relief or other equitable remedies.

- (c) Neither the execution and delivery by the Shareholders of Seller company of any or all of this Agreement and the Additional Agreements to which the Sellers is a party, nor the consummation by the Sellers of the transactions contemplated thereby, will (i) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, or require any notice, consent or waiver under, any instrument, contract, agreement or arrangement to which the Sellers is a party or by which the Sellers is bound, or (ii) result in the imposition of any Lien upon the Shares.



4.2

Approvals:

Except as contemplated by this Agreement, no consent, approval, waiver, authorization or novation is required to be obtained by the Shareholders of Seller company from, and no notice or filing is required to be given by the Sellers to or made by the Sellers with, any Authority or other Person in connection with the execution, delivery and performance by the Sellers of this Agreement and each of the Additional Agreements, and the sale and transfer of the Shares.

4.3

Non-Contravention:

The execution, delivery and performance by the Shareholders of Seller company of this Agreement and each of the Additional Agreements, and the consummation of the transactions contemplated thereby, do not and will not (a) violate any provision of the organizational documents of the Sellers, or (b) violate or result in a breach of or constitute a default under any Law, judgment, injunction, Order, decree or other restriction of any Authority to which the Sellers, or the Shares, are subject.

4.4

Litigation and Claims:

There is no civil, criminal or administrative action, suit, demand, claim, hearing, proceeding or disclosed investigation pending or, to the knowledge of the Shareholders of Seller company, threatened, against the Shareholders of Seller company and the Shareholders of Seller company is not subject to any Order, writ, judgment, award, injunction or decree of any Authority of competent jurisdiction or any arbitrator that would prevent consummation of the transactions contemplated hereby or materially impair the ability of the Shareholders of Seller company to perform its obligations hereunder.

ARTICLE V

5. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Company and the Sellers as follows:

5.1

Due Incorporation:

The Purchaser is a company duly organized, validly existing and in good standing under the Companies Act, 2013 and SEBI, ACT 1992 in respect of the Capital Market.



5.2 Corporate Authorization:

Except for internal approval of the transaction contemplated by this Agreement in accordance with the Charter Documents of the Purchaser, the execution, delivery and performance by the Purchaser of this Agreement and each of the other Additional Agreements to which it is a party and the consummation by the Purchaser of the transactions contemplated hereby and thereby are within the corporate powers of the Purchaser and have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement constitutes, and upon their execution and delivery, each of the Additional Agreements will constitute, the valid and legally binding agreement of the Purchaser, as applicable, enforceable against it in accordance with their respective terms.

5.3 Governmental Authorization:

None of the execution, delivery or performance by the Purchaser of this Agreement or any Additional Agreement requires any consent, approval, license or other action by or in respect of, or registration, declaration or filing with, any Authority by Purchaser, other than those required under Indian laws and regulations including but not limited to the filings with the Securities and Exchange Board of India (the "SEBI").

5.4 No Violation:

Provided that the Purchaser presents the transactions contemplated by this Agreement to its stockholders for approval and such stockholders approve the transaction, neither the execution and delivery of this Agreement or any Additional Agreements to be executed by the Purchaser hereunder nor the consummation of the transactions contemplated herein and therein will (a) violate any provision of the Purchaser's or the Purchaser's charter documents; (b) violate any Laws or Orders to which the Purchaser or its property is subject, or (c) violate the provisions of any material agreement or other material instrument binding upon or benefiting the Purchaser.

5.5 Issuance of Purchaser Common Shares:

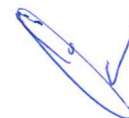
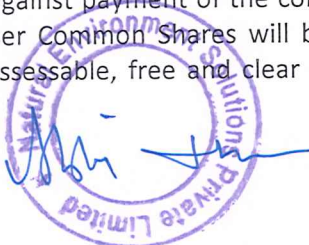
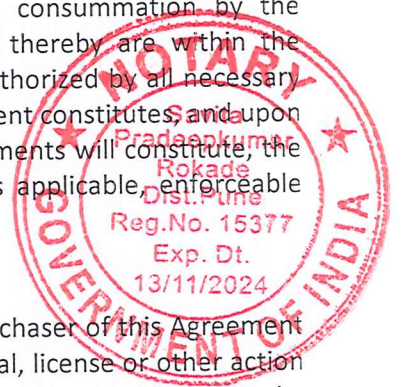
The Purchaser Common Shares, when issued in accordance with this Agreement, will be duly authorized and validly issued and non-assessable, with the lock-up restrictions as set forth and Applicable as per SEBI (ICDR) Regulations, 2018 to the extent applicable.

5.6 Capitalization and Ownership of the Purchaser:

- (i) Purchaser shall take adequate step to increase its authorized capital of the company.
- (ii) there are no Purchaser's securities that are outstanding, and
- (iii) the number of securities convertible into or exercisable or exchangeable for the Purchaser's securities do not arise.

5.7 Ownership of Purchaser Common Shares:

Upon issuance and delivery of the Purchaser Common Shares to the Sellers pursuant to this Agreement against payment of the consideration therefor by way of swap of shares, the Purchaser Common Shares will be duly authorized and validly issued, fully paid and nonassessable, free and clear of all Liens, other than (i) restrictions



arising from applicable Laws, (ii) any Lien created by or through the Sellers; or (iii) any Lien created in connection with the transactions contemplated by this Agreement and the Additional Agreements. The issuance of the Purchaser Common Shares pursuant hereto will not be subject to or give rise to any pre-emptive rights or rights of first refusal.

5.8 Litigation:

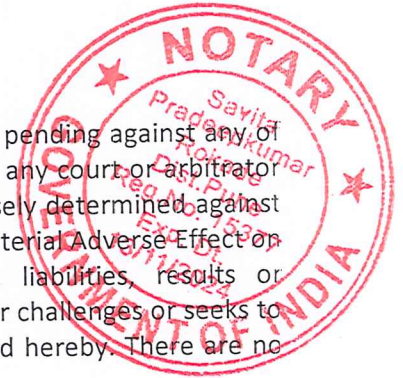
There is no action, suit, investigation, hearing or proceeding pending against any of its officers or directors, or the business of Purchaser, before any court or arbitrator or any governmental body, agency or official which if adversely determined against Purchaser, has or could reasonably be expected to have a Material Adverse Effect on the business, assets, condition (financial or otherwise), liabilities, results or operations or prospects of Purchaser, or which in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated hereby. There are no outstanding judgments against the Purchaser.

ARTICLE VI

6. COVENANTS OF ALL PARTIES HERETO

The parties hereto, as applicable, covenant and agree that:

- 6.1 Commercially Reasonable Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, each party shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws, to consummate and implement expeditiously the transactions contemplated by this Agreement. The parties hereto shall execute and deliver such other documents, certificates, agreements and other writings and take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.
- 6.2 Confidentiality of Transaction. Any information (except publicly available or freely usable material obtained from another source) respecting any party or its Affiliates will be kept in strict confidence by all other parties to this Agreement and their agents.
- 6.3 Except as required by Law or Authority, neither the Purchaser nor the sellers, the Company nor any of their respective Affiliates, directors, officers, employees or agents will disclose the terms of the transactions contemplated hereunder at any time, currently, or on or after the Closing, regardless of whether the Closing takes place, except as necessary to their attorneys, accountants and professional advisors, in which instance such persons and any employees or agents of the Purchaser or Sellers, as the case may be, shall be advised of the confidential nature of the terms of the transaction and shall themselves be required by the Purchaser nor the seller, as the case may be, to keep such information confidential. Except as required by Law or Authority, each party shall retain all information obtained from the other and their lawyers on a confidential basis except such information may be discussed as necessary to their attorneys, accountants and professional advisors, in which



instance such persons and any employees or agents of such party shall be advised of the confidential nature of the terms of the transaction and shall themselves be required by such party to keep such information confidential. In the event of disclosure as required by Law or Authority, the Parties may have a friendly consultation with each other regarding how to disclose information.

- 6.4 Commercially Reasonable Efforts to Obtain Consents. Each party hereby agrees to use its commercially reasonable efforts to obtain each respective consent required to consummate the Transaction as promptly as practicable hereafter.

ARTICLE VII

7. CONDITIONS TO CLOSING

- 7.1 Condition to the Obligations of the Purchaser and the Seller Parties. The obligations of the Purchaser and the Sellers to consummate the Closing are subject to the satisfaction of all the following conditions:

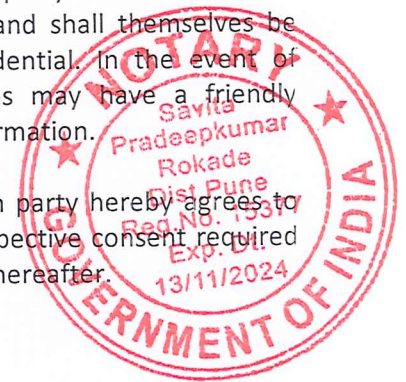
(a) No provision of any applicable Law or Order shall prohibit or impose any condition on the consummation of the Closing or limit in any material way Purchaser's right to control or operate the Company, or any material portion of the Business.

(b) There shall not be pending or threatened any proceeding by a third-party to enjoin or otherwise restrict the consummation of the Closing.

- 7.2 Conditions to Obligations of the Purchaser. The obligation of Purchaser to consummate the Closing is subject to the satisfaction, or the waiver at Purchaser's sole and absolute discretion, of all the following further conditions:

a) Each of the Shareholders of Seller company shall have duly performed in all material respects all of their respective obligations hereunder required to be performed by them at or prior to the Closing Date, (ii) the representations and warranties of the sellers contained or referred to in this Agreement, the Additional Agreements and in any certificate or other writing delivered by the sellers pursuant hereto, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall be true and correct at and as of the Closing Date, as if made at and as of such date with such exceptions as could not in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) there shall have been no event, change or occurrence which individually or together with any other event, change or occurrence, could reasonably be expected to have a Material Adverse Change or a Material Adverse Effect, regardless of whether it involved a known risk.

b) The Purchaser shall have received (i) copies of resolutions duly adopted by (a) the Board of Director(s), Members of the Sellers, the Company authorizing this Agreement and the Additional Agreements (if necessary) and the transactions contemplated hereby and thereby, (ii) the updated Register of Members and/or the Register of Directors of the Company reflecting the change of members and directors for the purpose of this Transaction, which shall be certified by their registered agents.



c) The original stock ledgers and minute books of the Company shall be delivered to the Purchaser.

d) The Additional Agreements shall be in full force and effect or become effective on the Closing Date.

ARTICLE VIII

8. RELIANCE ON REPRESENTATIONS AND WARRANTIES

8.1 Reliance on Representations and Warranties of the Sellers:

Notwithstanding any right of the Purchaser to fully investigate the affairs of the Company and notwithstanding any knowledge of facts determined or determinable by the Purchaser pursuant to such investigation or right of investigation, the Purchaser shall have the right to rely fully upon the representations, warranties, covenants and agreements of the seller contained in this Agreement.

8.2 Reliance on Representations and Warranties of the Purchaser:

Notwithstanding any right of the Shareholders of Seller company to investigate the affairs of the Purchaser and notwithstanding any knowledge of facts determined or determinable by the seller pursuant to such investigation or right of investigation, the seller shall have the right to rely fully upon the representations, warranties, covenants and agreements of Purchaser contained in this Agreement.

ARTICLE IX

9. INDEMNIFICATION

9.1 Indemnification of the Purchaser:

In addition to other indemnity expressly provided in this Agreement, the Purchaser's sole indemnity under this Agreement is to rescind the agreement and receive back any and all Equity Shares of the Purchase Company (by swap) as delivered to the Sellers.

9.2 Indemnification of the Sellers:

In addition to other indemnity expressly provided in this Agreement, the Sellers' sole indemnity under this Agreement is to rescind the agreement and receive back any and all Share of the Seller Company as delivered to the Purchaser.

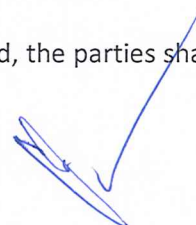
ARTICLE X

10. DISPUTE RESOLUTION

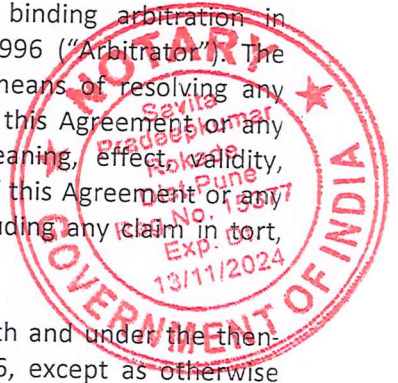
10.1 Arbitration:

(a) In the event a dispute arises relating to this Agreement, the parties agree to meet to resolve their disputes in good faith. Any party may seek injunctive relief, without the need to post a bond, pending the completion of arbitration under this Agreement for any breach or threatened breach of any covenant contained herein.

(b) If after good faith negotiations the dispute is not resolved, the parties shall promptly



submit any dispute, claim, or controversy arising out of or relating to this Agreement, or any Additional Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance, or enforcement of this Agreement or any Additional Agreement) or any alleged breach thereof (including any action in tort, contract, equity, or otherwise), to binding arbitration in accordance with the Arbitration and Reconciliation Act 1996 ("Arbitrator"). The parties agree that binding arbitration shall be the sole means of resolving any dispute, claim, or controversy arising out of or relating to this Agreement or any Additional Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance or enforcement of this Agreement or any Additional Agreement) or any alleged breach thereof (including any claim in tort, contract, equity, or otherwise).



- (c) The arbitration shall be held in Pune and in accordance with and under the then-current provisions of the rules of the Arbitration Act 1996, except as otherwise provided herein.
- (d) The Arbitrator may, at his discretion and at the expense of the party who will bear the cost of the arbitration, employ experts to assist him in his determinations.

ARTICLE XI

11. TERMINATION

11.1 **Termination Without Default:**

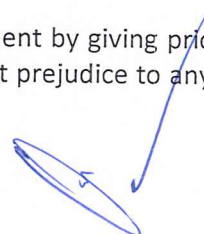
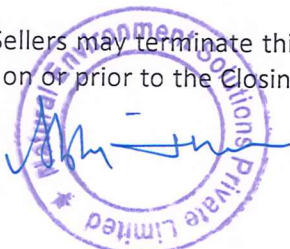
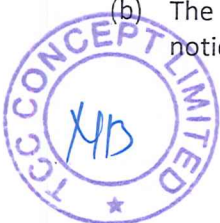
In the event that the Closing of the transactions contemplated hereunder has not occurred within 180- days following the execution of this Agreement (the "Outside Closing Date") and no material breach of this Agreement by the party seeking to terminate this Agreement shall have occurred or have been made, the Purchaser, on the one hand, and the Seller, on the other hand, shall have the right, at its or their sole option, to terminate this Agreement without liability to the other side. Such right may be exercised by the Purchaser, on the one hand, or the Company and the Sellers, on the other, as the case may be, giving written notice to the other at any time after the Outside Closing Date.

11.2 This time period of 180-days may with mutual consultation in writing may be extended by further period of 180-days.

11.3 **Termination Upon Default:**

- (a) The Purchaser may terminate this Agreement by giving notice to the Company and the Sellers on or prior to the Closing Date, without prejudice to any rights or obligations the Purchaser may have, if the seller shall have materially breached any representation or warranty or breached any agreement or covenant contained herein or in any Additional Agreement to be performed prior to Closing and such breach shall not be cured within the earlier of the Outside Closing Date and five (5) days following receipt by the Company or the Sellers of a notice describing in reasonable detail the nature of such breach.

- (b) The Company and the Sellers may terminate this Agreement by giving prior written notice to the Purchaser on or prior to the Closing, without prejudice to any rights or



obligations the Operation Company or the Sellers may have, if the Purchaser shall have materially breached any of its covenants, agreements, representations, and warranties contained herein to be performed prior to Closing and such breach shall not be cured within the earlier of the Outside Closing Date and five (5) days following receipt by the Purchaser of a notice describing in reasonable detail the nature of such breach.

11.4 SURVIVAL:

The provisions of NDA/ confidentiality shall survive any termination.

ARTICLE XII

12. MISCELLANEOUS

12.1 Notice:

All notices, requests, demands and other communications to any party hereunder shall be in writing and shall be given to such party at its address or telecopier number set forth below, or such other address or telecopier number as such party may hereinafter specify by notice to each other party hereto:

If to the Purchaser: TCC Concept Limited

Registered office Address: 5th Floor, VB Capitol Building, Range Hill Road, Opp. Hotel Symphony, Bhoslenagar, Shivajinagar, Pune 411007.

Telephone: 91 86004 61900

Email: compliance@tcc ltd.in

If to any of the Selling Parties: Umesh Kumar Shay

Address: Flat No-A/308, Survey No-22, Pristine Fontana, Behind Maratha Mandir, Bavdhan Khurd, Pune- 411021

Contact No.: 77090 03343

Email: umeash@efcindia.org

If to Seller Company: Natural Environment Solutions Private Limited

Registered Office Address: Unit No. 930, Graphix-2, A-13, 9th Floor, Sector-62, Noida, Gautam Buddha Nagar, Noida, Uttar Pradesh 201301.

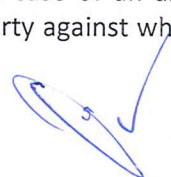
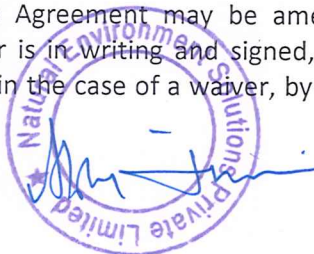
Contact No. 99998 76051

Attn: Abhishek Narbaria

Each such notice, request or other communication shall be effective (i) if given by telecopy, when such telecopy is transmitted to the telecopy number specified herein and the appropriate answer back is received or, (ii) if given by certified mail, 180 hours after such communication is deposited in the mails with first class postage prepaid, properly addressed or, if given by any other means, when delivered at the address specified herein.

12.2 Amendments; No Waivers

- (a) Any provision of this Agreement may be amended or waived if, and if, such amendment or waiver is in writing and signed, in the case of an amendment, by each party hereto, or in the case of a waiver, by the party against whom the waiver



is to be effective.

- (b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.3 Ambiguities:

The parties acknowledge that each party and its counsel has materially participated in the drafting of this Agreement and consequently the rule of contract interpretation that, and ambiguities if any in, the writing be construed against the drafter, shall not apply.

12.4 Publicity:

Except as required by Law or the rules and regulations of the SEC and/or the Nasdaq Stock Market, the parties agree that neither they nor their agents shall issue any press release or make any other public disclosure concerning the transactions contemplated hereunder without the prior approval of the other party hereto.

12.5 Expenses:

Except as specifically provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense.

12.6 Successors and Assigns:

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that (i) none of Sellers may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser; and (ii) in the event the Purchaser assigns its rights and obligations under this Agreement to an Affiliate, the Purchaser shall continue to remain liable for its obligations hereunder. Except as specifically set forth in Section (ii) above, the Purchaser may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Company and the Sellers.

12.7 Governing Law:

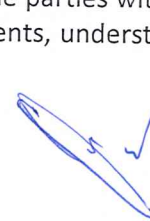
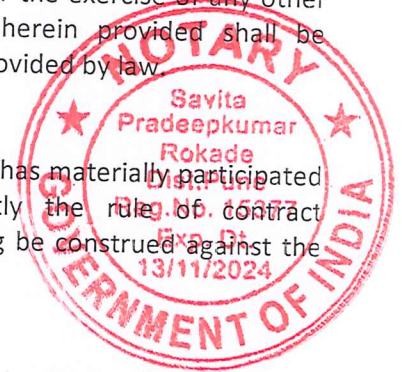
This Agreement shall be construed in accordance with and governed by the laws of India, without giving effect to the conflict of laws principles thereof.

12.8 Counterparts; Effectiveness:

This Agreement may be signed by facsimile signatures and in any number of counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

12.9 Entire Agreement:

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and



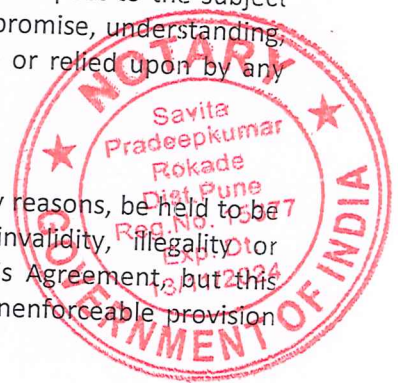
negotiations, both written and oral, among the parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.

12.10 Severability:

If any one or more provisions of this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.11 Captions:

The captions herein are included for convenience of reference and shall be ignored in the construction or interpretation hereof.



IN WITNESS WHEREOF, the Purchaser and the Shareholders of Seller company have caused this Agreement to be duly executed by their respective authorized officers or by himself have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED by
Natural Environment Solutions Private Limited (Seller Company)



Abhishek Narbaria
Director
(DIN: 01873087)

in the presence of:

Witnesses:

1.
Name: Manu Gupta
Address: Unit-326513, Rajawade
Occupation: Service

2.
Name: Shruti Sahasrabudhe
Address: Pune - 411002, Maharashtra
Occupation: Services

15 JUL 2024

ATTESTED

Savita Pradeepkumar Rokade
ADVOCATE & NOTARY
GOVT OF INDIA

SIGNED, SEALED AND DELIVERED by
TCC CONCEPT LIMITED (Purchaser Company)



Nikhil Dilipbhai Bhuta
Director



(DIN: 02111646)

In the presence of:

Witnesses:

1.

Name: Nisha Rajpuratit

Address: Bibwewadi, Pune - 37, MH, India

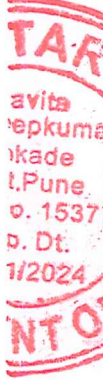
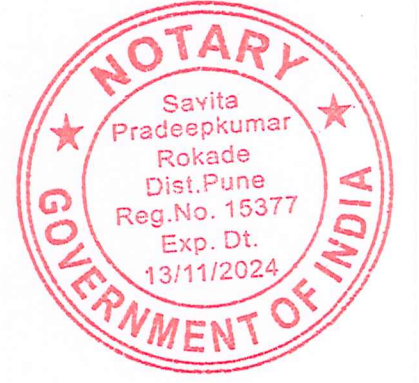
Occupation: Service

2.


Name: Mr. Kranti Salun

Address: Shivaji Nagar, Pune

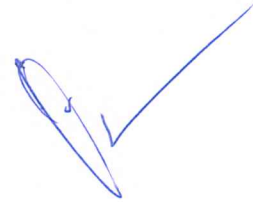
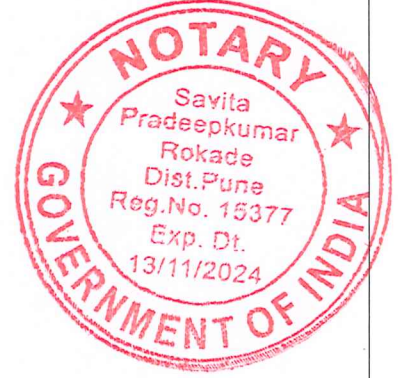
Occupation: Service



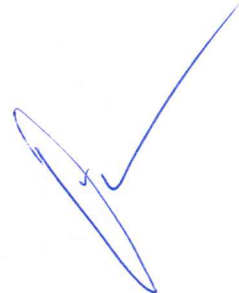
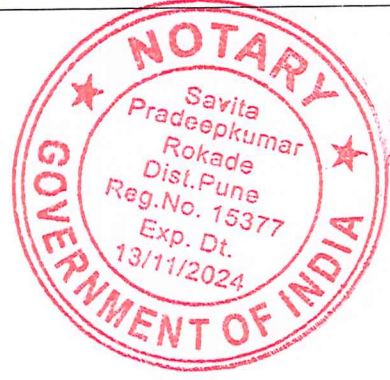
SIGNED, SEALED AND DELIVERED by the said sellers

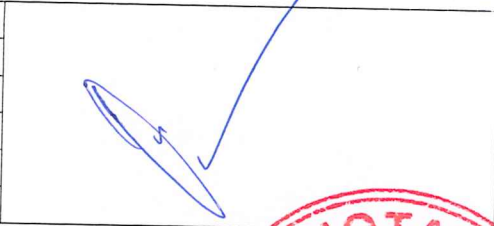
Sr. No.	Name of sellers (A)	Signature
1	Umesh Kumar Sahay	For and on behalf of all sellers, Mr. Umesh Kumar Sahay is authorized to sign the swap agreement with TCC Concept Limited. 
2	Aditi Umesh Sahai	
3	Hemlata Mahendra Singh	
4	Prasoon Mishra	
5	Abha Agarwal	
6	Hiren Parmar	
7	Mahesh Murji Gala	
8	Mangina Srinivas Rao	
9	Mohan Kumar Gannavaram Venkatesh	
10	Mohit Vinodkumar Agrawal	
11	Parin Punshi Nishar	
12	Rajashree Yashodhan Wanage	
13	Rajesh Chandrakant Vaishnav	
14	Shreem Finance and Investments Private Limited	
15	Suhas Shantaram Samant	
16	Tarun Agarwal	
17	Shazia Shujaul	
18	Rajesh Kumar Guglani	
19	Naresh Thawani	
20	Intellectual Partners (Nisha Jain J/W Priyanka Havelia)	
21	Palak Chadha	
22	Prajakta Mukesh Yeole	
23	Sunil Popatlal Nahar	
24	Tushar Aggarwal	
25	Aditya Sahaya	
26	Bridgemonte Advisors Private Limited	
27	Kishor Eknath Morde	
28	Mahesh Ashok Morde	

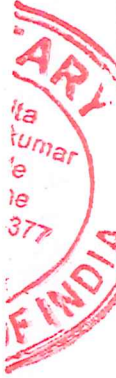
29	Mangal Sanjay Morde
30	Narendra D Dhumal
31	Sandeep Nanabhau Doke
32	Vikas Digambar Gaikwad
33	Vilas Dattatray Sherkar
34	Morde Foods Pvt Ltd
35	Sameer Vasant Morde
36	Supriya Tejas Bhoite
37	Suwarna Ram Morde
38	Amit Jasvantra Dholakia
39	Ashok Bhawandas Awtani
40	Bhargav Anilkumar Patel
41	Bhavna Gothi
42	Bijal Kunal Thakkar
43	Harika Sachdev
44	Goonjan Dhar
45	Kanak Lalit Manek
46	Jai Sinha
47	Malik Amirbhai Charaniya
48	Manoj Shiv Laungani
49	Mansha Nikhil Chawla
50	Mohit Yakub Gunja
51	Nova Global Opportunities Fund PCC - Touchstone
52	Samiksha Kalra Malik
53	Raghav Mallik
54	Sajid Umedali Dhrolia
55	Saurabh Asit Oberoi
56	Shalini Ashok Chawla
57	Sageone Investment Managers LLP
58	Gaurav Chopra
59	Roopali Uppal
60	Avarjit Singh Birghi
61	Harneet Kaur
62	Sarabpreet Kaur
63	Vanaja Sundar Iyer
64	Khushbu Nikhil Kumar Shah
65	Shilpy Dixit
66	Kingsman Wealth Fund PCC KIF II
67	Viney Equity Market LLP
68	Divya Arora
69	Prashant Mehta
70	Suhani Poddar
71	NG Family Trust (First Holder Beneficiary- Nitinbhai Govindbhai Patel)
72	Nikhil Tyagi
73	Divya Bhandari
74	Abhishek Maheshchand Khandelwal



75	Ankit Arora
76	Vimi Malhotra
77	Archit Garg
78	ASAP Engineering (First Holder - Abhishek Maheshchand Khandelwal)
79	Ashish Rohatgi
80	Binita Sharma
81	Atul Kumar Gupta
82	Bindu Agrawal
83	Cherisha Mittal
84	Gurinder Pal Singh
85	Neha Hathiramani
86	Manjari Agrawal
87	Mansi Laddat
88	Minerva Ventures Fund
89	Narayan Agrawal
90	Nidhi Arora
91	Sanju Jha
92	Pankaj Ganjoo
93	Puneet Tandon
94	Rajeev Kumar
95	Usha Shubhkaran Sanghi
96	Jyoti Doda
97	Learning Universe LLP
98	Palak Jain
99	Arpana Sikka Mehra
100	Rudradeep Banerjee
101	Rupesh Nagpal
102	Rwittika Khatua
103	Tatavarthy Satya Venkata Sri Nagaratna Mani Manjari
104	Vanita Goel
105	Venkatram Mandalapu
106	Nalla Madhav Rao
107	Nandini Arora
108	Deepshikha Arora
109	Viral Desai
110	Rahul Chandrasingh Mehta
111	Nikhil Anil Kotwal
112	Chintan Haresh Shah
113	Nav Capital VCC - Nav Capital Emerging Star Fund
114	Zenture Partners LLP
115	Tanay Gupta
116	Veena Shankar
117	Ashish Chugh
118	Bishir Kantilal Mehta
119	Ishita Giri




120	Vikas Benigopal Tawani	
121	Madhu N Kumar	
122	Akanksha Narula	
123	Madhava Rao Nalla	
124	Kanika Lalwani	
125	Sarika Arora	



In the presence of:

Witnesses:

1. Name: Jay Tanna 
Address: Pune, Maharashtra
Occupation: Service

2. Name: Anand Suresh
Address: Pune, Maharashtra
Occupation: Service

