



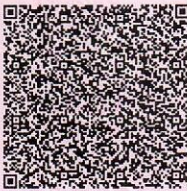
IN-GJ1538655700533W



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ1538655700533W
Certificate Issued Date : 10-Dec-2024 06:36 PM
Account Reference : IMPACC (AC)/ gj13014311/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1301431144165531875309W
Purchased by : SIGMA SOLVE LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : SHARE PURCHASE AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : SIGMA SOLVE LIMITED
Second Party : KUNAL SHAH
Stamp Duty Paid By : SIGMA SOLVE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



HF

0029505750

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority

Share Purchase Agreement

M/s SIGMA SOLVE LIMITED, a Company registered under Companies Act, 2013, having registered office 801-803, 08th Floor, PV Enclave, Opp. Satyam House, ICICI Bank Lane Road, Behind Sindhu Bhavan Road, Bodakdev, Ahmedabad, Gujarat, India, 380054 through its authorized signatory Mrs. Kalpana Parikh appointed by board vide board resolution dated 11/12/2024 (hereinafter referred to as "FIRST PARTY" as Seller which expression shall unless repugnant to the subject or context thereof include his/her legal heirs, executors, administrators and permitted assigns) of the FIRST PART; and

Mr. KUNAL SHAH, S/o, Janak kumar Shah, R/o 21, AVOCA WAY, WANTIRNA SOUTH, VICTORIA, Australia 3152 (hereinafter referred to as "SECOND PARTY" as Buyer/Purchaser, which expression shall unless repugnant to the subject or context thereof include his/her legal heirs, executors, administrators and permitted assigns) of the SECOND PART; WHEREAS,

the Seller is the owner of Equity shares (the "Shares") of Sigma Accounting Private Limited, a company Registered under the Companies Act, 2013, with registered office at 5th Floor, 501 Aarya Epoch, Nr. Vijay Cross Roads, Navrangpura, Ahmedabad 380009 (hereinafter the "Company"); and WHEREAS, the Buyer desires to purchase the Shares from the Seller, and the Seller is willing to sell the Shares to the Buyer, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Purchase and Sale of Shares

1.1. The Seller hereby agrees to sell and transfer to the Buyer, and the Buyer agrees to purchase from the Seller, [330] shares of the Company (the "Shares") at a price of Rs. 10/-.

1.2. The Buyer has already paid an advance amount of Rs. 3300 [Advance Amount] towards the Purchase Price (the "Advance Payment").

2. Transfer of Shares

2.1. Upon receipt of the full Purchase Price, the Seller shall transfer the Shares to the Buyer free and clear of any liens, encumbrances, or claims.

2.2. The Seller shall cooperate with the Buyer to complete all necessary documentation and formalities required for the transfer of the Shares.


3. Representations and Warranties

3.1. The Seller represents and warrants that it is the legal and beneficial owner of the Shares, with full power and authority to sell the Shares and the Buyer represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement.

3.2. The Seller further represents and warrants that the Shares are free and clear of any liens, encumbrances, or claims of any kind, and that the Seller has the right to transfer the Shares to the Buyer.

3.3 The Buyer further represents and warrants that it has conducted due diligence on the Company and the Shares and is satisfied with the financial condition, prospects, and any other relevant aspects of the Company.

KNOX POLICE STATION
I hereby certify this is a
true copy of the original
which was sighted by me.

Signed: 
Rank & No: S/C 41872
Date 11 / 12 / 2024

4. Governing Law and Jurisdiction

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

4.2. Any dispute, controversy or claim arising out of or relating to the conclusion, interpretation or performance of the present Agreement, or the breach, termination or invalidity thereof, shall be definitively settled by arbitration.

5. Entire Agreement

5.1. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Shares and supersedes all prior oral or written agreements, understandings, or representations.

6. Miscellaneous

6.1. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6.2. Any amendments to this Agreement must be in writing and signed by both parties.

6.3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the date first above written.

Seller: M/s. Sigma Solve Limited

Mrs. Kalpana Parikh

Authorised Representative

Signature :

K.P. Parikh

Buyer: Kunal Janak Shah

Signature :

Kunal Shah

Witness

Name: Durshana Choleli

Signature: *Durshana Choleli*

Name: Rachana Parikh.

Signature: *R.P. Parikh*

KNOX POLICE STATION
I hereby certify this is a
true copy of the original
which was sighted by me.

Signed: *[Signature]*
Rank & No: *SLC 41872*
Date *11/12/2024*