



## SHARE PURCHASE AGREEMENT ("SPA")

This Share Purchase Agreement ("SPA") is made and entered into on this **09<sup>th</sup> day of October, 2025**, by and between:

**ASTAL LABORATORIES LIMITED** (Formerly known as Macro International Limited), (CIN: L74120UP1993PLC015605) a company incorporated under the Companies Act, 1956/2013 and having its registered office at Office B7, A-40, Sector 4, Noida, Gautam Buddha Nagar, Noida, Uttar Pradesh, India, 201301 and corporate office at Block B 8<sup>th</sup> Floor Flat No 801, "The Platina", Kondapur Road, Gachibowli, Seri Lingampally, Telangana, India, 500032 represented through its Whole-time director Mr. SUDHEER KARNA KANKANALA (hereinafter referred to as the "Purchaser", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns); the First Part.

**AND**

BALANAGU V GUPTA C/o CHIRANJEEVI R/o FLAT NO 404 KVK CLASSIC HOMESPLOT NO 189 AND 190 KALYAN NAGARPHASE-III BORABANDASANATH NAGAR-POST HYDERABAD 500018 (hereinafter referred to as the "Seller", which expression shall, unless repugnant to the context or meaning thereof, include their respective heirs, legal representatives, executors, administrators, and assigns), of The Second Part.

**WHEREAS:**

The Seller is a shareholder of SRIVEN PHARMACHEM INDIA PRIVATE LIMITED (CIN: U24233TG2015PTC097894), a company incorporated under the Companies Act, 2013 and having its registered office at JNTU Kukatpally, Hyderabad, Telangana State, India, 500085, and is holding **20000 (Twenty Thousand)** equity shares of Rs. 10/- each, as on date of this SPA, out of the issued, subscribed, and paid-up share capital of the Company.

**AND WHEREAS** the Purchaser desires to purchase, and the Seller desire to sell, the said shares held by the seller on the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

### **1. Definitions And Interpretation**

1.1 Definitions As used in this Agreement the following capitalized terms shall have the following respective meanings:

**"INR"** means Indian Rupees, the official currency of India.

**“Law”** means any statute, law, regulation, ordinance, rule, judgment, notification, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect on the date of this Agreement or thereafter.

**“Person”** means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity or organization.

**“Execution Date”** means the date on which this Agreement is signed and executed.

**“Closing Date”** the date of allotment of equity shares by the purchaser or such other date as may be mutually agreed (“Closing Date”).

## 1.2 Interpretation

- a. The headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement.
- b. References to Schedules are references respectively to the schedules to this Agreement.
- c. In this Agreement unless the context thereof otherwise requires: (i) Reference to the singular includes a reference to plural and vice versa; (ii) Reference to any gender includes a reference to all other genders; (iii) Reference to any statute, rules, ordinances or other Laws shall be deemed to include any amendment, replacement or modification thereof.
- d. Unless otherwise expressly stated, the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Clause or other subdivision.

## 2. Sale And Purchase of The Sale Shares

2.1 That The Seller hereby agrees to sell, transfer, and assign to the Purchaser, and the Purchaser agrees to purchase from the Seller, **20000 (Twenty Thousand)** equity shares of ₹10 each of the issued and paid-up share capital of SRIVEN PHARMACHEM INDIA PRIVATE LIMITED (“Shares”), free from all encumbrances, liens, or claims.

## 3. Consideration:

- 3.1 That In consideration for the sale and transfer of **20000 (Twenty Thousand)** Shares held by the Seller to the Purchaser, the Purchaser shall issue and allot to the Seller fully paid-up equity shares of the Purchaser, having a face value of ₹ 10 each ("Swap Shares"), in the ratio of **1:1** which means the seller shall receive **20000 (Twenty Thousand)** equity share having a face value of ₹ 10 each of the purchasing company ranking pari pasu to the existing equity shares of the purchasing company in terms of voting, dividend and liquidation rights, for **20000 (Twenty Thousand)** equity share of the SRIVEN PHARMACHEM INDIA PRIVATE LIMITED as mutually agreed and determined based on the valuation reports obtained by the parties.
- 3.2 That the Purchaser shall issue and allot the Swap Shares to the Seller on the Closing Date, subject to:
- Compliance with Section 62 and other applicable provisions of the Companies Act, 2013;
  - Receipt of requisite approvals from its Board and shareholders;
  - Receipt of In-principal Approval form "BSE" the stock exchange where the shares of purchaser are listed.
  - Compliance with applicable SEBI regulations;
  - That the seller not sold or transferred equity shares of the purchaser company during 90 trading days earlier to the date of agreement.
  - Execution of necessary share swap/allotment documents.
- 3.3 That Upon allotment, the Seller shall become shareholders of purchaser Company i.e. ASTAL LABORATORIES LIMITED.
- 3.4 That the number of Swap Shares to be issued has been determined based on the fair valuation of both ASTAL LABORATORIES LIMITED and SRIVEN PHARMACHEM INDIA PRIVATE LIMITED, as per the valuation reports issued by Registered Valuer.
- 3.5 That Both the parties agree that the valuation reports obtained shall form the basis for determining the share swap ratio. Acknowledgment copies of these reports shall be annexed to this Agreement as Annexure III (Valuation Report for ASTAL LABORATORIES LIMITED) and Annexure IV (Valuation Report for SRIVEN PHARMACHEM INDIA PRIVATE LIMITED).

#### **4. Closing Date of the Transaction:**

4.1 That The closing of the transaction contemplated under this Agreement shall take place on the date of allotment of equity shares by the purchaser or such other date as may be mutually agreed ("Closing Date").

4.2 That on the Closing Date:

(a) The Seller shall deliver or cause to be delivered to the Purchaser:

- (i) Duly executed delivery instruction slips (DIS) in favour of the Purchaser's depository participant (DP), for the transfer of the Shares;
- (ii) A copy of the acknowledgment issued by the Sellers' DP confirming acceptance of the transfer instructions;
- (iii) Such other documents, instruments, and writings as may be reasonably required to give effect to the transfer of the Shares in accordance with this Agreement.

(b) The Purchaser shall deliver to the Seller:

- (i) Acknowledgment of receipt/credit of the Shares into the Purchaser's demat account; and
- (ii) Such other documents or confirmations as may be required to effect the Closing in accordance with this Agreement.

## **5. Representations and Warranties**

### **5.1 By the Seller:**

The Seller hereby represent and warrant to the Purchaser that:

- (i) He/ She /It is the sole and absolute owners of the respective Shares;
- (ii) The Shares are free from any lien, pledge, charge, or encumbrance;

### **5.1 By the Purchaser:**

The Purchaser hereby, represents and warrants to the other Parties that:

- (i) It has the authority and capacity to enter into and perform this Agreement;
- (ii) The execution and delivery of this Agreement has been duly authorized.
- (iii) This Agreement is legal, valid and binding and enforceable against it in accordance with its terms.
- (iv) The execution, delivery and performance of this Agreement do not violate or conflict with any applicable Law or any agreement, order, judgment, decree to which the Purchaser is a party.

- (v) All actions (statutory or otherwise) on its part necessary for the execution and delivery of this Agreement and for the performance of all of its obligations hereunder have been taken.
- (vi) It shall do such further acts, execute and deliver such further instruments and documents, and generally do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
- (vii) The Purchaser shall bear all costs regarding the allotment of equity shares of the purchaser company.

## **6 Indemnity**

6.1 Seller agrees to indemnify and hold harmless the Purchaser against any loss or damages resulting from any breach of representations, warranties, or obligations under this Agreement.

## **7 Confidentiality**

7.1 All Confidential Information (defined below) disclosed by either Party shall be kept strictly confidential and shall not be disclosed by the other Party to any person or entity in any manner whatsoever, including, without limitation, by means of photocopy, reproduction or electronic media, except as may be expressly provided in this Agreement, and the receiving Party shall take all proper measures to this effect.

7.2 The prohibition on disclosure of the Confidential Information shall not apply to the extent such of the Confidential Information:

- a. is already known to the receiving Party as of the date of disclosure hereunder;
- b. is already in possession of the public or becomes available to the public other than through the act or omission of the receiving Party or of any other person to whom Confidential Information is distributed pursuant to this Agreement;
- c. is required to be disclosed under applicable Law, stock exchange regulations or by a governmental order, decree, regulation or rule (provided that the receiving Party shall make all reasonable efforts to give prompt written notice to the disclosing Party prior to such disclosure);
- d. is acquired independently from a third party that has the right to disseminate such information at the time it is acquired by the receiving Party; or
- e. is developed by the receiving Party independently of the Confidential Information received from the disclosing Party.

7.3 For the purpose of this Agreement, the term “Confidential Information” shall mean all confidential and proprietary information of a Party and information relating to the existence and terms of this Agreement or any other information which under the circumstances of its disclosure ought to be treated as confidential or is notified as being confidential by the Party disclosing such other information.

## 8 Arbitration Clause

Any dispute, controversy, claim, or difference of any kind whatsoever arising out of or in connection with this Agreement, including any question regarding its interpretation, existence, validity, performance, breach, or termination (a “Dispute”), shall be referred to and finally resolved by arbitration. The arbitration shall be conducted in accordance with the provisions of the *Arbitration and Conciliation Act, 1996*, as amended from time to time.




- a. **Number of Arbitrators:** The arbitral tribunal shall consist of a sole arbitrator, to be mutually appointed by both the Parties.
- b. If the disputing Parties fail to agree on the sole arbitrator, the tribunal shall consist of TWO arbitrators one to be appointed by each Party.
- c. If both the appointed arbitrators do not come to consensus on a common verdict then the dispute shall be solved by a THIRD arbitrator who shall be appointed by both the arbitrators and the decision of the THIRD presiding arbitrator who acts as an umpire shall be final.
- d. **Seat and Venue:** The **seat of arbitration** shall be **Hyderabad, India**, and the **venue** of arbitration proceedings shall ordinarily be Hyderabad, unless otherwise agreed by the Parties.
- e. **Language:** The arbitration proceedings shall be conducted in the **English language**.
- f. **Award:** The arbitral award shall be in writing, reasoned, and final and binding on the Parties. The Parties agree to carry out the award without delay.
- g. **Costs:** The arbitral tribunal shall determine the costs of the arbitration, including the allocation of the fees and expenses of the arbitrators. Unless otherwise determined by the tribunal, each Party shall bear its own legal costs.
- h. **Interim Relief:** Notwithstanding the above, either Party shall be entitled to seek **interim or injunctive relief before the courts of competent jurisdiction to protect its** rights pending the outcome of the arbitration.

## 9 Miscellaneous

- a. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.

- b. **Dispute Resolution:** Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at **Hyderabad**.
- c. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties.
- d. **Amendments:** No amendment shall be valid unless in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above:

The Purchaser	The Seller
For ASTAL LABORATORIES LIMITED  SUDHEER KARNA KANKANALA Whole time Director DIN: 07591466	BALANAGU V GUPTA
Witness  MANCHE RAJU 1. Aadhar Card NO: 9936 6080 4477	Witness  SUJAY PAUL 2. Aadhar Card NO: 2246 8760 3964