

महाराष्ट्र MAHARASHTRA ◐ 2025 ◐ EN 696151

Sub Treasury Office Vasai

Sub Treasury Office Vasai

04 SEP 2026

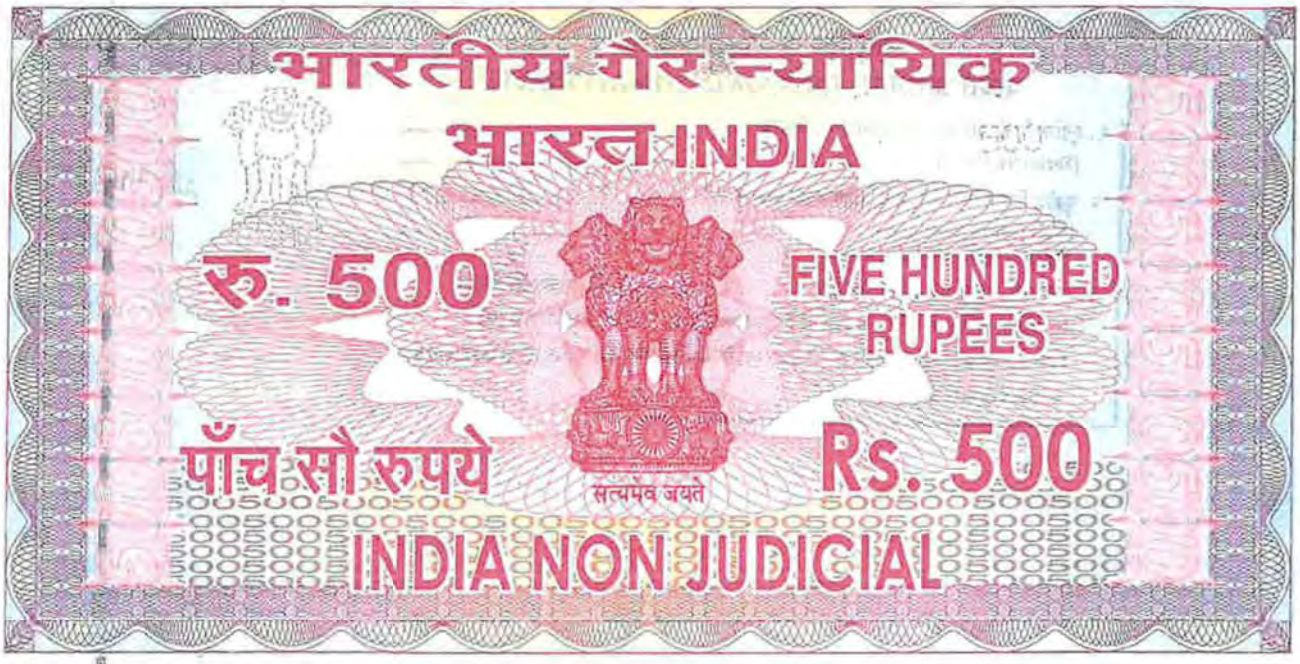
Addl. Treasury Officer

04/09/26

This Stamp Paper forms an integral part of the Share Purchase and Share Swap Agreement executed between **PENTACLE CONSULTANTS (I) LIMITED** (Formerly Known as Pentacle Consultants (I) Private Limited), **AJAY KUMAR MISHRA, RAJIKA MISHRA, ASHISH PAUL** and **SEGMENTAL INFRASTRUCTURE DEVELOPMENT LIMITED** executed on 10th September, 2026

Segmental Infrastructure Development SID Ltd.

PENTACLE CONSULTANTS (I) LIMITED MUMBAI



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Segmental Infrastructure Development SID Ltd. Mumbai

PENTACLE CONSULTANTS (I) LIMITED MUMBAI

STRICTLY PRIVATE AND CONFIDENTIAL

SHARE PURCHASE AND SHARE SWAP AGREEMENT

dated 10th September 2026

among

AJAY KUMAR MISHRA, RAJIKA MISHRA AND ASHISH PAUL
(as the Sellers)

PENTACLE CONSULTANTS (I) LIMITED
(as the Purchaser)

and

SEGMENTAL INFRASTRUCTURE DEVELOPMENT LIMITED
(as the Company)

relating to the sale and purchase of 48,50,000 equity shares of Segmental Infrastructure Development Limited

THIS SHARE PURCHASE AND SHARE SWAP AGREEMENT (this "**Agreement**") is executed at Mumbai on this 10th day of September 2026 (the "**Execution Date**")

BY AND AMONG

(1) **MR. AJAY KUMAR MISHRA**, son of Mr. Nirbhay Nath Mishra, aged 53 years, holding PAN ALDPM4340H , residing at Flat No. 303, Tower-12, Orchid Petals, Sector-49, Sohna Road, South City-II, Gurugram-122018 ("**Seller 1**");

(2) **MS. RAJIKA MISHRA**, daughter of Mr. Brij Kishore Pandey, aged 44 years, holding PAN AMIPM8741Q , residing at Flat No. 303, Tower-12, Orchid Petals, Sector-49, Sohna Road, South City-II, Gurugram-122018 ("**Seller 2**");

(3) **MR. ASHISH PAUL**, son of Mr. Krishan Kant Paul, aged 55 years, holding PAN AAHPP5703A , residing at House No.-A-570F, First floor, Sushant Lok-1, Chakarpur (74), District, Gurgaon, PO, Chakkarpur, Haryana-122002 ("**Seller 3**"),

(Seller 1, Seller 2 and Seller 3 are collectively referred to as the "Sellers" and individually as a "Seller", which expression shall, unless repugnant to the context, include their respective heirs, executors, administrators, legal representatives and permitted assigns) of the **FIRST PART**;

(4) **PENTACLE CONSULTANTS (I) LIMITED** ***(formerly known as Pentacle Consultants (I) Private Limited)***, a company incorporated under the Companies Act, 1956, bearing CIN U71100MH2006PLC165384, having its registered office at Unit No. A-1709, 17th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel, Delisle Road, Mumbai – 400013, Maharashtra (the "**Purchaser**", which expression shall, unless repugnant to the context, include its successors and permitted assigns) of the **SECOND PART**; and

(5) **SEGMENTAL INFRASTRUCTURE DEVELOPMENT LIMITED**, a company incorporated under the Companies Act, 1956, bearing CIN U70200HR2009PLC114856, having its registered office at Unit No. 419A-421, 4th Floor, Tower B-4, Spaze I Tech Park, Sector-49, Sohna Road, Gurgaon, Haryana – 122018 (the "**Company**", which expression shall, unless repugnant to the context, include its successors and permitted assigns) of the **THIRD PART**.

The Sellers, the Purchaser and the Company are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS

A. As on the Execution Date, the authorised share capital of the Company is INR 25,00,00,000 and the issued, subscribed and paid-up equity share capital is INR 12,62,96,700 divided into 1,26,29,670 Equity Shares of face value INR 10 each, held in the manner set out in Schedule 1.

B. The Sellers collectively hold 1,19,99,880 Equity Shares, representing 95.01% of the share capital of the Company on a Fully Diluted Basis, all in dematerialised form.

C. The Parties executed a non-binding indicative term sheet dated August 11, 2026 (the "**Term Sheet**") setting out the principal terms on which the Purchaser proposes to acquire 51% of the share capital of the Company on a Fully Diluted Basis through (i) acquisition of 33,50,000 Equity Shares from the Sellers against issue of 16,82,363 equity shares of the Purchaser ; (ii) acquisition of 15,00,000 Equity Shares from the Sellers for cash; and (iii) subscription to 33,50,000 fresh Equity Shares of the Company.

D. The Purchaser has completed its legal, financial, tax, secretarial and business due diligence on the Company and the Sellers have satisfied the conditions precedent contemplated under the Term Sheet, as confirmed in the CP Satisfaction Certificate.

E. The Purchaser proposes to undertake an initial public offering of its equity shares and to list them on the main board of BSE Limited and National Stock Exchange of India Limited (the "**Purchaser IPO**"). The Parties have agreed that the cash consideration for the Cash Sale Shares shall be funded out of the Net Proceeds of the Purchaser IPO and shall be disclosed as an object of the Purchaser IPO.

F. This Agreement records the terms on which the Sellers shall sell and the Purchaser shall purchase the Sale Shares. The subscription by the Purchaser to fresh Equity Shares of the Company shall be governed by the

Share Subscription Agreement, and the inter se rights of the shareholders by the Shareholders' Agreement, each executed on or about the Execution Date.

NOW, THEREFORE, in consideration of the mutual covenants set out herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following capitalised terms shall have the following meanings:

"Act" means the Companies Act, 2013 and the rules made thereunder, each as amended.

"Business Day" means a day (other than Saturday, Sunday or a public holiday) on which scheduled commercial banks are open for business in Mumbai and Gurugram.

"Cash Consideration" means INR 6,85,50,000 (Rupees Six Crore Eighty-Five Lakh Fifty Thousand only), being INR 45.70 per Cash Sale Share, payable in accordance with Clause 4.3.

"Cash Sale Shares" means 15,00,000 Equity Shares held by the Sellers in the proportion set out in Schedule 2, Part B.

"CP Satisfaction Certificate" means the certificate in the form of Schedule 3 executed by the Sellers and the Company and countersigned by the Purchaser on the Execution Date.

"Deferred Closing" means completion of the sale and purchase of the Cash Sale Shares in accordance with Clause 6.

"Deferred Closing Date" means the date on which the Deferred Closing occurs.

"Depository" means National Securities Depository Limited or Central Depository Services (India) Limited.

"Encumbrance" means any mortgage, pledge, charge, lien, hypothecation, non-disposal undertaking, option, right of pre-emption, right of first refusal or offer, voting arrangement, beneficial ownership claim or other security interest or third-party right of any kind, and "Encumber" shall be construed accordingly.

"Equity Shares" means fully paid-up equity shares of the Company of face value INR 10 each.

"First Closing" means completion of the transfer of the Swap Shares and allotment of the Purchaser Consideration Shares in accordance with Clause 5.

"First Closing Date" means the date on which the First Closing occurs, being no later than [10 (ten) Business Days from the Execution Date.

"Fully Diluted Basis" means the total share capital of the Company assuming conversion or exercise of all outstanding convertible securities, options (including under any ESOP), warrants and other rights to subscribe to shares.

"Governmental Authority" means any government, statutory or regulatory authority, court, tribunal, stock exchange or other body having jurisdiction, including SEBI, the Registrar of Companies, the Reserve Bank of India and the income-tax authorities.

"ICDR Regulations" means the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018, as amended.

"IPO Proceeds Receipt Date" means the date on which the Net Proceeds are first transferred from the public issue account to the Purchaser's designated account following receipt of final listing and trading approval for the Purchaser IPO.

"IT Act" means the Income-tax Act, 2025 and the rules made thereunder and, in respect of any period prior to 1 April 2026, the Income-tax Act, 1961.

"Long Stop Date" means 31 March 2027, or such later date as the Parties may agree in writing.

"Net Proceeds" means the gross proceeds of the fresh issue component of the Purchaser IPO less issue-related expenses, as defined in the Offer Documents.

"Offer Documents" means the draft offer document, red herring prospectus / prospectus and any addenda filed or to be filed by the Purchaser in connection with the Purchaser IPO.

"Purchaser Consideration Shares" means 16,82,363 (Sixteen Lakh Eighty-Two Thousand Three Hundred and Sixty-Three) equity shares of the Purchaser of face value INR 91 each, to be allotted to the Sellers in the proportion set out in Schedule 2, Part A, in discharge of the Swap Consideration.

"Sale Shares" means collectively, the Swap Shares and the Cash Sale Shares, aggregating 48,50,000 Equity Shares.

"SEBI" means the Securities and Exchange Board of India.

"Shareholders' Agreement or SHA" means the shareholders' agreement dated on or about the Execution Date among the Purchaser, the Sellers and the Company.

"Share Subscription Agreement or SSA" means the share subscription agreement dated on or about the Execution Date among the Purchaser, the Sellers and the Company for subscription to 33,50,000 fresh Equity Shares.

"Swap Consideration" means INR 15,30,95,000 (Rupees Fifteen Crore Thirty Lakh Ninety-Five Thousand only), being INR 45.70 per Swap Share, discharged in accordance with Clause 4.1.

"Swap Shares" means 33,50,000 Equity Shares held by the Sellers in the proportion set out in Schedule 2, Part A.

"Tax" means all taxes, duties, cesses, levies and withholdings imposed by any Governmental Authority, together with interest and penalties thereon.

"Transaction Documents" means this Agreement, the SSA, the SHA, the restated articles of association of the Company and any other document designated as such by the Purchaser and the Sellers.

"Valuation Reports" means (a) the report dated 03rd August, 2026 and 09th September 2026 of CA Vaibhav Mandhana, registered valuer (IBBI Regn. No. IBBI/RV/06/2020/13124), determining the fair value of the Equity Shares of the Company for the purposes of the Act and the IT Act; and (b) the report dated 10th September 2026 of CA Neha Jain, registered valuer (IBBI Regn. No. IBBI/RV/06/2024/15665), determining the fair value of the equity shares of the Purchaser under Section 62(1)(c) of the Act read with Rule 13 of the Companies (Share Capital and Debentures) Rules, 2014.

"Warranties" means the representations and warranties of the Sellers set out in Schedule 4.

1.2. Interpretation: headings are for convenience only; the singular includes the plural; references to statutes include amendments, re-enactments and corresponding provisions (including, in respect of the Income-tax Act, 1961, the corresponding provisions of the Income-tax Act, 2025); "including" means "including without limitation"; the obligations of the Sellers are joint and several unless expressly stated otherwise; and the Schedules form part of this Agreement.

2. SALE AND PURCHASE

2.1. Subject to the terms of this Agreement, each Seller shall sell, and the Purchaser shall purchase, the Sale Shares set against that Seller's name in Schedule 2, free from all Encumbrances and together with all rights attaching to them, including all dividends and distributions declared after the Execution Date.

2.2. The Purchaser shall not be obliged to complete the purchase of any Cash Sale Shares unless the purchase of all Swap Shares is completed simultaneously at the First Closing.

2.3. Upon completion of the First Closing, the Deferred Closing and the subscription under the SSA, the Purchaser shall hold 82,00,000 Equity Shares constituting 51.31% of the share capital of the Company on a Fully Diluted Basis, as set out in Schedule 1.

3. CONDITIONS PRECEDENT; ACKNOWLEDGEMENT OF SATISFACTION

3.1. The Purchaser acknowledges that, on the basis of the CP Satisfaction Certificate and the documents delivered thereunder, the following conditions set out in the Term Sheet stand satisfied as on the Execution Date:

(a) completion of legal, financial, tax, secretarial and business due diligence to the satisfaction of the Purchaser;

(b) passing of board resolution(s) of the Company approving the transfer of the Sale Shares and the execution of the Transaction Documents, and waiver in writing by all other shareholders of the Company of any pre-emptive rights, rights of first refusal or tag-along rights under the articles of association or otherwise in respect of the Sale Shares within 30 days from date of First Closing;

(c) withdrawal of the draft offer document filed by the Company with BSE SME exchange vide email dated 08th September 2026.

(d) receipt of all consents from lenders and counterparties to material contracts required in connection with the change in shareholding and control of the Company;

(e) receipt of the Valuation Reports;

(f) confirmation that all Sale Shares are held in dematerialised form, are free from Encumbrances and are not subject to any lock-in; and

(g) no material adverse change having occurred between August 11, 2026 and the Execution Date.

3.2. **Purchaser actions for First Closing.** The Purchaser shall, on or prior to the First Closing Date:

(a) procure a resolution of its board of directors approving this Agreement and the investment under Section 179(3) and, where applicable, Section 186 of the Act;

(b) procure a special resolution of its shareholders under Sections 42 and 62(1)(c) of the Act approving the allotment of the Purchaser Consideration Shares for consideration other than cash and under Section 186(3) of the Act, if the aggregate investment exceeds the prescribed limits; and

(c) file Form MGT-14 within the prescribed time.

3.3. The Sellers confirm that each statement in the CP Satisfaction Certificate is true, accurate and not misleading, and each such statement shall be deemed to be a Warranty.

4. CONSIDERATION

4.1. **Swap Consideration.** The Swap Consideration shall be discharged entirely by the Purchaser by the issue and allotment at the First Closing of the Purchaser Consideration Shares, credited as fully paid, at an issue price of INR 91.00 per share (including a premium of INR 81.00), being not less than the fair value of the Purchaser's equity shares determined in the Valuation Report referred to in paragraph (b) of that definition, in the ratio of 16,82,363 Purchaser Consideration Shares for 33,50,000 Swap Shares (the "**Swap Ratio**"). The Purchaser Consideration Shares aggregate INR 15,30,95,000 at such issue price; . Allocation among the Sellers shall be pro rata to the Swap Shares transferred by each, with fractions rounded down to the nearest whole share and aggregated in favour of Seller 1.

4.2. **Lock-in and ICDR status of Purchaser Consideration Shares.** The Sellers acknowledge that the Purchaser Consideration Shares shall form part of the pre-issue capital of the Purchaser and shall be subject to lock-in under Regulation 17 of the ICDR Regulations (and any other applicable lock-in) and shall be locked-in with the Depositories accordingly. The Sellers shall not be identified as promoters or members of the promoter group of the Purchaser. The Sellers shall provide all confirmations required for disclosure of the Transaction in the Offer Documents, including the price-per-share and weighted-average cost-of-acquisition disclosures under Schedule VI of the ICDR Regulations.

4.3. Cash Consideration – funding from IPO proceeds.

(a) The Cash Consideration shall be paid by the Purchaser to the Sellers, in the proportions set out in Schedule 2, Part B, by RTGS/NEFT to the Sellers' designated accounts, out of the Net Proceeds of the Purchaser IPO, within 21 (Twenty- One)] Business Days from the IPO Proceeds Receipt Date, and in any event on or before the Long Stop Date.

(b) The Purchaser shall disclose in the Offer Documents, as a specific object of the fresh issue, the acquisition of the Cash Sale Shares from the Sellers for the Cash Consideration, together with such details as are required under Schedule VI of the ICDR Regulations, and shall not reduce, re-allocate or vary such object without the prior written consent of the Sellers.

(c) Until the Deferred Closing, the Cash Sale Shares shall remain registered in the names of Ashish Paul, Rajika Mishra and Ajay Mishra, and held in the demat accounts of, the Sellers, subject to the non-disposal undertaking in Clause 5.3. Title to and beneficial ownership of the Cash Sale Shares shall pass to the Purchaser only on the Deferred Closing Date, simultaneously with payment of the Cash Consideration.

(d) No interest shall be payable on the Cash Consideration if paid within the period in paragraph (a). Any amount not paid when due shall carry simple interest at 12 % per annum from the due date until the date of payment.

4.4. Price. The Parties agree that INR 45.70 per Sale Share represents the agreed price and is not less than the fair market value of the Equity Shares as determined under the IT Act on the basis of the Valuation Report. If the fair market value of the Equity Shares on the Deferred Closing Date, as determined in a bring-down valuation report obtained by the Purchaser not earlier than 30 days before the Deferred Closing Date, exceeds INR 45.70, the Parties shall consult in good faith; provided that the Cash Consideration shall not be revised without the written agreement of the Purchaser and the Sellers, and each Party shall bear its own Tax consequences.

4.5. Withholding. The Purchaser shall be entitled to deduct or withhold from the Cash Consideration any Tax required under the IT Act (including under Section 393 of the Income-tax Act, 2025, corresponding to Sections 194Q and 195 of the Income-tax Act, 1961, if applicable) and shall furnish TDS certificates within the prescribed time. Each Seller shall provide a certificate of residence, PAN and cost of acquisition statement for this purpose. Amounts so withheld and deposited shall be treated as paid to the relevant Seller.

4.6. Set-off. The Purchaser may set off against the Cash Consideration any amount finally determined (by agreement or arbitral award) to be payable by the Sellers under Clause 10 (Indemnity), subject to written notice to the Sellers not less than 10 Business Days before the date of set-off.

5. FIRST CLOSING

5.1. The First Closing shall take place at the registered office of the Purchaser (or virtually) on the First Closing Date.

5.2. Sellers' and Company's deliverables. At the First Closing, the Sellers and the Company shall:

(a) deliver irrevocable delivery instruction slips (off-market) for transfer of the Swap Shares from the Sellers' demat accounts to the Purchaser's demat account (DP ID 12066900, Client ID 00274444), with the reason code "sale/purchase" and consideration details as required by the Depository;

(b) deliver certified copies of the board resolution of the Company (i) taking on record the transfer of the Swap Shares; (ii) appointing the nominee directors of the Purchaser, with effect from the First Closing, such that the Purchaser's nominees constitute a majority of the board and the chairperson is nominated by the Purchaser, in accordance with the SHA; (iii) accepting the resignations referred to in paragraph (c); and (iv) approving the restated articles of association (subject to shareholder approval);

(c) deliver resignation letters of all existing independent directors and such other directors as the Purchaser has identified, effective from the First Closing, each confirming no claim against the Company;

(d) deliver a certificate, dated the First Closing Date, confirming that the Warranties are true and accurate as of that date; and

(e) deliver the written waivers of the other shareholders referred to in Clause 3.1(b) within 30 (thirty) days from the date of the First Closing, if not already delivered.

5.3. **Non-disposal undertaking for Cash Sale Shares.** From the Execution Date until the earlier of the Deferred Closing and termination under Clause 7.4, each Seller irrevocably undertakes that it shall not sell, transfer, pledge, Encumber, lend, grant any option over or otherwise dispose of or deal with the Cash Sale Shares set against its name or any interest therein, shall not move them out of the demat account specified in Schedule 2, Part B, and shall not do or omit to do anything that would prevent their transfer to the Purchaser free from Encumbrances. Each Seller shall, within 2 Business Days of a request by the Purchaser, furnish a current holding statement for such demat account.

5.4. **Voting pending Deferred Closing.** Until the Deferred Closing or termination under Clause 7.4, the Sellers shall exercise all voting and other rights attaching to the Cash Sale Shares only in accordance with the SHA and shall not vote in favour of any matter set out in Part A of the reserved matters schedule of the SHA without the prior written consent of the Purchaser. Dividends declared on the Cash Sale Shares pending the Deferred Closing shall be held by the Sellers for the account of the Purchaser if the Deferred Closing occurs.

5.5. **Purchaser's deliverables.** At the First Closing, against compliance by the Sellers with Clauses 5.2 and 5.3, the Purchaser shall: (a) allot the Purchaser Consideration Shares to the Sellers in dematerialised form and credit them to the Sellers' demat accounts; (b) file Form PAS-3 within 15 days of allotment; and (c) deliver certified copies of the resolutions referred to in Clause 3.2.

5.6. All actions at the First Closing shall be deemed to occur simultaneously, and no action shall be deemed completed until all are completed or waived by the Party entitled to the benefit thereof.

5.7. The Company shall, within the prescribed time, update its register of members and file all forms required under the Act in connection with the change in its board of directors (including Form DIR-12).

6. DEFERRED CLOSING

6.1. The Deferred Closing shall occur on the date the Purchaser pays the Cash Consideration in accordance with Clause 4.3.

6.2. On the Deferred Closing Date:

(a) the Purchaser shall pay the Cash Consideration (net of withholding under Clause 4.5 and set-off under Clause 4.6) to the Sellers' designated bank accounts;

(b) against such payment, each Seller shall, on the same Business Day, deliver irrevocable off-market delivery instructions to its depository participant for transfer of its Cash Sale Shares to the Purchaser's demat account, and procure credit of such shares to the Purchaser's demat account not later than the next Business Day;

(c) the Sellers shall deliver a certificate confirming that the Fundamental Warranties are true and accurate as of that date; and

(d) the Company shall take on record the transfer of the Cash Sale Shares. If any Seller fails to comply with paragraph (b), the Purchaser shall be entitled to specific performance and, until such transfer, to a refund on demand of the Cash Consideration paid to that Seller with interest at [12] % per annum.

6.3. Stamp duty on the transfer of the Sale Shares shall be collected by the Depository in accordance with the Indian Stamp Act, 1899 and borne by each Party for respective share swap Stamp duty on the allotment of the Purchaser Consideration Shares shall be borne by the Purchaser.

7. PURCHASER IPO COVENANTS AND LONG STOP

Segment Legal Software Development Limited SID Ltd.
PENTACLE CONSULTANTS (I) LIMITED MUMBAI

7.1. **IPO covenants.** The Purchaser shall:

(a) file the draft red herring prospectus with SEBI, BSE Limited and National Stock Exchange of India Limited on or before 30th September 2026 or any other date as mutually agreed between the Parties, the Purchaser having satisfied itself as to eligibility under Regulation 6 of the ICDR Regulations;

(b) use all reasonable endeavours to complete the Purchaser IPO and obtain listing and trading approval on or before the Long Stop Date;

(c) keep the Sellers informed of material developments, including receipt of observations, opening and closing of the issue and the IPO Proceeds Receipt Date; and

(d) comply with all requirements of the ICDR Regulations in relation to utilisation of the Net Proceeds for the Cash Consideration, including monitoring by a SEBI-registered credit rating agency under Regulation 41 where the fresh issue size exceeds INR 100 crore.

7.2. **Related party approvals.** If, on the Deferred Closing Date, any Seller is a related party of the Purchaser under the Act or the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, the Purchaser shall, prior to payment of the Cash Consideration, obtain the approval of its audit committee (and, if the transaction is material, its shareholders) under Section 188 of the Act and Regulation 23 of such regulations, and the Sellers shall abstain from voting on such resolution. The Purchaser shall not be in breach of Clause 4.3 (a) for any delay not exceeding [30] days attributable solely to obtaining such approval.

7.3. **Sellers' and Company's cooperation.** The Sellers and the Company shall promptly provide all information, restated financial statements, auditor consents, certificates, confirmations and documents required by the Purchaser, the book running lead manager(s), legal counsel or any Governmental Authority for the Offer Documents (including for disclosures relating to the Company, the Sellers and this Agreement, and any pro forma financial information), and shall ensure that such information is true, complete and not misleading. The Sellers consent to this Agreement being disclosed in and made available for inspection as a material contract in connection with, the Offer Documents.

7.4. **Long Stop.** If the Deferred Closing has not occurred by the Long Stop Date:

(a) the Purchaser may, by written notice to the Sellers on or before the Long Stop Date, elect to pay the Cash Consideration from internal accruals or other sources within 90 (ninety) days after the Long Stop Date (the "**Extended Payment Date**"), whereupon the Deferred Closing shall occur on such payment;

(b) if the Purchaser does not make the election under paragraph (a), or makes it but fails to pay by the Extended Payment Date, the Sellers may, by written notice, terminate this Agreement solely in respect of the Cash Sale Shares, whereupon the Cash Sale Shares shall be released from the undertaking in Clause 5.3 and neither Party shall have any further obligation in respect of the Cash Sale Shares save that the Purchaser shall pay the Sellers a sum of INR 10,00, 000 (Ten Lakhs) as liquidated damages, which the Parties agree is a genuine pre-estimate of loss]; and

(c) termination under paragraph (b) shall not affect the completed transfer of the Swap Shares, the allotment of the Purchaser Consideration Shares, the SSA or the SHA, save that the Parties shall negotiate in good faith any consequential amendments to the SHA to reflect the Purchaser's resulting shareholding.

8. CONDUCT BETWEEN FIRST CLOSING AND DEFERRED CLOSING

8.1. From the Execution Date until the later of the Deferred Closing and the closing under the SSA, the Sellers shall procure that the Company carries on its business in the ordinary course consistent with past practice and does not undertake any matter set out in Part A of the reserved matters schedule to the SHA without the prior written consent of the Purchaser.

8.2. The Sellers shall not and shall procure that their relatives and affiliates shall not, transfer, Encumber or otherwise deal with any Equity Shares (including the Cash Sale Shares) or any interest therein, other than as contemplated by this Agreement.

8.3. The Sellers and the Company shall not solicit, initiate, encourage or entertain any proposal from any third party relating to the sale of shares or assets of, investment in, or business combination involving, the Company, and shall promptly notify the Purchaser of any unsolicited approach.

9. REPRESENTATIONS AND WARRANTIES

9.1. Each Seller represents and warrants to the Purchaser that each Warranty is true, accurate and not misleading on the Execution Date and will be so on the First Closing Date and (in respect of the Fundamental Warranties) on the Deferred Closing Date, by reference to the facts then existing.

9.2. The Warranties are qualified only by matters fairly disclosed in the disclosure letter to be delivered by the Sellers to the Purchaser within 30 (thirty) days from the date of the First Closing (the "Disclosure Letter").No other information of which the Purchaser has knowledge (actual, constructive or imputed), including from due diligence, shall prejudice any claim.

9.3. The Purchaser represents and warrants to the Sellers that: (a) it is duly incorporated and validly existing; (b) it has the corporate power and has taken all corporate action to execute and perform this Agreement; (c) the Purchaser Consideration Shares, when allotted, will be duly authorised, validly issued, fully paid and free from Encumbrances (other than any lock-in under the ICDR Regulations); and (d) execution and performance of this Agreement do not violate its constitutional documents or applicable law.

9.4. "Fundamental Warranties" means the Warranties in paragraphs 1 (Capacity and Authority), 2 (Title to Sale Shares) and 3 (Capitalisation) of Schedule 4.

10. INDEMNITY

10.1. The Sellers shall, jointly and severally, indemnify and hold harmless the Purchaser, its affiliates, directors and officers (the "**Indemnified Persons**") from and against all losses, liabilities, damages, costs (including reasonable legal costs), Taxes, penalties and interest ("**Losses**") suffered or incurred arising out of or in connection with:

(a) any breach or inaccuracy of any Warranty;

(b) any breach of any covenant or obligation of the Sellers or the Company under this Agreement;

(c) any Tax liability of the Company relating to any period prior to the First Closing Date; and

(d) the specific indemnity matters listed in Schedule 5.

10.2. Limitations. The liability of the Sellers under Clause 10.1:

(a) shall not exceed 100% of the aggregate consideration (Swap Consideration and Cash Consideration) actually received by the Sellers; this cap shall apply equally to claims for breach of Fundamental Warranties, Tax claims and title claims, and shall not apply to fraud, wilful misconduct or concealment;

(b) shall not arise unless notice of the claim is given within 36 (thirty - six) months from the First Closing Date for general Warranties, and within 7 (seven) years from the First Closing Date for Fundamental Warranties and Tax claims; no time limit shall apply to claims for fraud, wilful misconduct or concealment;

(c) shall not arise in respect of any individual claim (or series of related claims) of less than INR 10,00,000, and shall not arise unless the aggregate of all claims exceeding such de minimis amount exceeds INR 50,00,000, in which case the Sellers shall be liable for the entire amount and not merely the excess; and

(d) the limitations in paragraphs (a) to (c) shall not apply to claims under Clause 10.1(d).

10.3. Losses suffered by the Company shall be deemed to be suffered by the Purchaser in proportion to its shareholding in the Company on a Fully Diluted Basis at the time of the claim, or, at the Purchaser's election, the Sellers shall pay the full amount to the Company.

10.4. Claims shall be conducted in accordance with the procedure in Schedule 6 (Conduct of Claims). The Sellers shall have no right of contribution or indemnity against the Company or its directors or employees.

11. MATERIAL SUBSEQUENT DISCLOSURE:

If, at any time prior to the Acquirer acquiring the Controlling Interest, any material liability, claim, non-compliance, adverse matter or other information relating to the Target is identified which was not previously disclosed to the Acquirer, the financial impact thereof shall be appropriately adjusted against the Purchase Consideration or any other amounts payable to the Sellers, as determined by the Acquirer. Any such matter relating to any event or circumstance existing or occurring prior to the acquisition of the Controlling Interest shall remain the responsibility of the Sellers and/or Promoters and shall not be borne by the Acquirer.

12. NON-COMPETE AND NON-SOLICIT

12.1. In consideration of the Purchaser acquiring the Sale Shares together with the goodwill of the business of the Company, each Seller undertakes that it shall not, and shall procure that its relatives (as defined in the Act) and affiliates shall not, for a period of 5 (five) years from the controlling interest held by the Acquirer , directly or indirectly, engage in, own, invest in, manage, advise or otherwise be associated with any business in India that competes with the business of the Company as on the First Closing Date, or solicit any employee, customer or supplier of the Company.

12.2. Each undertaking in Clause 11.1 is a separate and independent undertaking; if any is held void or unenforceable, it shall apply with such deletion or modification as is necessary to make it valid.

13. TERMINATION

13.1. This Agreement may be terminated prior to the First Closing: (a) by mutual written agreement; or (b) by the Purchaser, if any Warranty is found to be untrue or misleading in any material respect, or if the Sellers fail to comply with Clause 5.2 or 5.3.

13.2. After the First Closing, this Agreement may be terminated only in respect of the Cash Sale Shares and only in accordance with Clause 7.4.

13.3. Termination shall be without prejudice to accrued rights and to Clauses 1, 10, 13, 14 and 15, which shall survive.

14. CONFIDENTIALITY AND ANNOUNCEMENTS

14.1. Each Party shall keep confidential the existence and terms of this Agreement and all information received in connection with it, except for disclosure:

(a) to professional advisers, the book running lead manager(s) and bankers on a need-to-know basis;

(b) required by applicable law, any Governmental Authority or stock exchange;

(c) in the Offer Documents and related filings, including the disclosure of this Agreement as a material contract; or

(d) of information already in the public domain other than through breach.

14.2. No public announcement concerning the transactions contemplated herein shall be made without the prior written consent of the Purchaser and the Sellers, save for disclosures under Clause 13.1(b) or (c).

15. TAXES AND COSTS

15.1. Each Seller shall be solely responsible for any Tax on capital gains or other income arising to it from the transfer of the Sale Shares and receipt of the Purchaser Consideration Shares, and shall indemnify the Purchaser against any liability arising from its failure to pay such Tax. The Parties acknowledge that the transfer of the Swap Shares is a transfer for the purposes of the IT Act.

15.2. Save as provided in Clause 6.3, each Party shall bear its own costs in connection with the negotiation, preparation and execution of the Transaction Documents.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement shall be governed by the laws of India.

16.2. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration by a sole arbitrator appointed by mutual consent of the disputing Parties (failing which, in accordance with the Arbitration and Conciliation Act, 1996). The seat and venue shall be Mumbai, and the language English. The award shall be final and binding.

16.3. Subject to Clause 15.2, the courts at Mumbai shall have exclusive jurisdiction, including for interim relief under Section 9 of the Arbitration and Conciliation Act, 1996.

17. MISCELLANEOUS

17.1. **Notices.** Notices shall be in writing and delivered by hand, courier or email to the addresses set out in Schedule 7, and shall be deemed received on delivery (hand/courier) or on transmission without bounce-back (email) if on a Business Day before 5:00 p.m. IST, otherwise on the next Business Day.

17.2. **Entire agreement.** This Agreement, together with the other Transaction Documents, constitutes the entire agreement between the Parties relating to the sale of the Sale Shares and supersedes the Term Sheet in respect thereof.

17.3. **Order of precedence.** In case of conflict between this Agreement and the SHA in respect of the sale of the Sale Shares, this Agreement shall prevail; in respect of governance and inter se shareholder rights, the SHA shall prevail.

17.4. **Assignment.** No Party may assign its rights without the prior written consent of the others, save that the Purchaser may assign its rights to a wholly owned subsidiary, provided the Purchaser remains liable for payment of the Cash Consideration.

17.5. **Amendment and waiver.** No amendment shall be effective unless in writing and signed by all Parties. No failure or delay in exercising any right shall operate as a waiver.

17.6. **Specific performance.** The Parties agree that damages may not be an adequate remedy and that each Party shall be entitled to specific performance and injunctive relief.

17.7. **Severability; Counterparts.** Any invalid provision shall be severed without affecting the remainder. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be an original.

17.8. **Further assurance.** Each Party shall execute such documents and do such acts as may reasonably be required to give full effect to this Agreement, including filings with the Depositories, the Registrar of Companies and the stock exchanges.

Segmental Infrastructure Development Limited SID Ltd.

PENACLE CONSULTANTS LIMITED MUMBAI

SCHEDULE 1 – SHAREHOLDING PATTERN OF THE COMPANY

Shareholder	Execution Date	%	After First Closing and Deferred Closing	%	After SSA closing	%
Sellers (Promoters)	1,19,99,880	95.01	71,49,880	56.61	71,49,880	44.74
Pre-IPO investors	6,29,670	4.99	6,29,670	4.99	6,29,670	3.94
Other shareholders / ESOP	120	0.00	120	0.00	120	0.00
Purchaser – Sale Shares	–	–	48,50,000	38.40	48,50,000	30.35
Purchaser – SSA shares	–	–	–	–	33,50,000	20.96
Total	**1,26,29,670**	**100.00**	**1,26,29,670**	**100.00**	**1,59,79,670**	**100.00**

Purchaser aggregate after all closings: 82,00,000 Equity Shares (51.31%). Between First Closing and Deferred Closing, the Purchaser holds 33,50,000 Equity Shares (26.53% of the current share capital of the company) and 15,00,000 Cash Sale Shares remain held by the Sellers subject to Clause 5.3.

Segmental Infrastructure Development Limited SID Ltd.

PINNACLE CONSULTANTS (I) LIMITED MUMBAI

SCHEDULE 2 – SALE SHARES AND CONSIDERATION

Part A – Swap Shares

Seller	Swap Shares	Swap Consideration (INR)	Purchaser Consideration Shares
Ajay Kumar Mishra	20,15,447	9,21,05,927.9	10,12,153
Ashish Paul	8,37,492	3,82,73,384.4	4,20,587
Rajika Mishra	4,97,061	2,27,15,687.7	2,49,623
Total	**33,50,000**	**15,30,95,000**	**16,82,363**

Part B – Cash Sale Shares

Seller	Cash Sale Shares	Cash Consideration (INR)	Bank account details
Ajay Kumar Mishra	9,02,439	4,12,41,462.3	Name: Ajay Mishra Account No: 00881140221705 IFSC: HDFC0000622
Rajika Mishra	2,22,565	1,01,71,220.5	Name: Ajay Mishra & Rajika Mishra Account No: 50100015784831 IFSC: HDFC0000622
Ashish Paul	3,74,996	1,71,37,317.2	Name: Ashish Paul Account No: 100012990051 IFSC: INDB0000379
Total	**15,00,000**	**6,85,50,000**	–

SCHEDULE 3 – CP SATISFACTION CERTIFICATE

Date: 23rd September 2026

To
Pentacle Consultants (I) Limited
(formerly known as Pentacle Consultants (I) Private Limited

We, the Sellers and the Company, certify that each of the conditions listed in Clause 3.1 of the Share Purchase and Share Swap Agreement dated 09th September 2026 has been satisfied, and enclose the following:

(1) due diligence closure confirmation from the Purchaser's advisers dated 09th September 2026;

(2) certified board resolution of the Company dated 3rd September;

(3) waiver letters of all other shareholders to be shared within 30 days from First Closing Date;

(4) The Company's letter intimating BSE SME was dated 03 September 2026, and the same was subsequently forwarded by the Lead Manager to BSE SME by email dated 08 September 2026;

(5) Valuation Reports;

(6) demat holding statements of the Sellers dated not earlier than one Business Day prior to the date hereof; and

(7) a no-MAC confirmation signed by the managing director of the Company.

For the Promoters: AJAY MISHRA, RAJIKA MISHRA AND ASHISH PAUL

Signature: _____
Name: Ajay Mishra
Designation: Managing Director
Date: 09th September 2026

Signature: _____
Name: Rajika Mishra
Designation: Whole Time Director
Date: 09th September 2026

Signature: _____
Name: Ashish Paul
Designation: Director
Date: 09th September 2026

For and on behalf of the Company: SEGMENTAL INFRASTRUCTURE DEVELOPMENT LIMITED

Signature: _____
Name: Ajay Mishra
Designation: Managing Director
Date: 09th September 2026

SCHEDULE 4 – SELLERS' WARRANTIES

1. **Capacity and Authority.** Each Seller has full legal capacity to enter into and perform this Agreement; this Agreement constitutes valid and binding obligations enforceable against it; and execution and performance do not breach any law, order, or agreement binding on it. Each Seller is a person resident in India under the Foreign Exchange Management Act, 1999.

2. **Title to Sale Shares.** Each Seller is the sole legal and beneficial owner of the Sale Shares set against its name, which are fully paid, held in dematerialised form, free from all Encumbrances and not subject to any lock-in; there are no pending proceedings or tax demands under which the transfer of the Sale Shares may be void or voidable (including under Section 281 of the Income-tax Act, 1961 or the corresponding provision of the Income-tax Act, 2025).

3. **Capitalisation.** The share capital of the Company is as set out in Schedule 1; all Equity Shares have been validly issued in compliance with applicable law (including Sections 42 and 62 of the Act); there are no outstanding options, warrants, convertible instruments or other rights to subscribe to or acquire any securities of the Company.

4. **Corporate Matters.** The Company is duly incorporated and validly existing; its statutory registers and filings with the Registrar of Companies are complete and up to date; the Company is in compliance with Rule 9A of the Companies (Prospectus and Allotment of Securities) Rules, 2014.

5. **Financial Statements.** The audited financial statements for FY 2023-24, FY 2024-25 and FY 2025-26 and the management accounts to June 2026 give a true and fair view, have been prepared in accordance with applicable accounting standards, and there are no undisclosed liabilities.

6. **Taxation.** All Tax returns have been duly filed and all Taxes paid; there are no pending or threatened Tax proceedings; the Company has complied with all withholding obligations.

7. **Material Contracts.** All material contracts are valid and binding; no party is in default; no contract terminates or is modified by reason of the change in shareholding or control of the Company (other than those for which consent has been obtained).

8. **Compliance and Licences.** The Company holds and complies with all licences, registrations and approvals required for its business, and has complied with all applicable laws in all material respects.

9. **Litigation.** Save as disclosed, there are no pending or threatened proceedings by or against the Company or its directors, and no circumstances likely to give rise to any.

10. **Employment.** The Company has complied with all labour laws, including in respect of provident fund, ESI and gratuity; there are no disputes with employees.

11. **Intellectual Property.** The Company owns or validly licenses all intellectual property used in its business and does not infringe the rights of any third party.

12. **Related Party Transactions.** All related party transactions have been on arm's-length terms, in the ordinary course of business and approved in accordance with Section 188 of the Act; no amounts are owed by or to any Seller or its relatives or affiliates other than as disclosed.

13. **Assets and Indebtedness.** The Company has good title to its assets free from Encumbrances (other than as disclosed); all borrowings, guarantees and security are disclosed; no event of default has occurred.
14. **Withdrawn IPO.** All disclosures made by the Company in the draft offer document filed with SME exchange were true, complete and not misleading; no Governmental Authority has issued any observation, show cause notice or direction against the Company, its promoters or directors in connection therewith or otherwise.

15. **Information.** All information provided to the Purchaser in due diligence and for the Offer Documents is true, complete and not misleading.

Segmental Infrastructure Development Limited SID Ltd.

SCHEDULE 5 – SPECIFIC INDEMNITIES

Without prejudice to any other rights or remedies available to the Acquirer under this Agreement, the Sellers and the Promoters shall, jointly and severally, indemnify, defend and hold harmless the Acquirer, the Target and their respective Affiliates, directors, officers and representatives from and against any and all Losses arising out of, relating to or in connection with any of the following matters, in each case to the extent attributable to any act, omission, event, circumstance, liability or non-compliance occurring or existing on or prior to the Closing Date:

1. Tax Liabilities

Any tax, duty, levy, cess, assessment, reassessment, demand, interest, penalty, fine, prosecution, cost or expense payable or incurred by the Target in respect of any period up to and including the Closing Date, including any liability arising pursuant to any pending or future assessment, reassessment, appeal, notice, demand or proceeding relating to such period, including the tax proceedings and demands disclosed in the Due Diligence Report.

2. Pending Litigation and Proceedings

Any Loss arising from or in connection with any litigation, arbitration, prosecution, regulatory proceeding, investigation, inquiry, notice, claim or proceeding disclosed in the Due Diligence Report, including:
(a) the proceedings relating to the NHAI debarment, including the debarment order and penalty imposed on the Target and any consequential liability arising therefrom;
(b) the pending writ appeal being WA/1063/2026 before the Madhya Pradesh High Court;
(c) the criminal defamation proceedings/complaint against the Target; and
(d) any other litigation or proceeding identified as pending in the Due Diligence Report.

3. Corporate, Secretarial and Statutory Non-Compliances

Any Loss arising from or in connection with any non-compliance, default, deficiency, omission, incorrect filing, delayed filing, penalty, additional filing fee, adjudication, compounding or prosecution under the Companies Act, 2013, the rules made thereunder or applicable secretarial requirements, relating to any period up to and including the Closing Date, including any matter identified in the Due Diligence Report in relation to:
(a) statutory registers and corporate records;
(b) shareholding and beneficial ownership records and filings;
(c) Forms MGT-4, MGT-5, MGT-6 and other applicable filings;
(d) disclosures made by directors in Form MBP-1;
(e) related party transactions and the requisite approvals, disclosures and records thereof;
(f) Audit Committee and other corporate governance records; and
(g) any other corporate or secretarial non-compliance identified in the Due Diligence Report.

4. Shareholding, Share Title and Capital Structure

Any Loss arising from or in connection with any dispute, claim or deficiency relating to the legal, valid and beneficial ownership, title, issuance, allotment, transfer or holding of any Equity Shares of the Target existing on or prior to the Closing Date, including the discrepancy identified in the Due Diligence Report between the shares stated to have been allotted to Chanakya Opportunities Fund I under the relevant transaction documents/Form PAS-3 and the number of shares reflected in the latest shareholding records of the Target.

5. Related Party Transactions

Any Loss arising from or in connection with any related party transaction, arrangement, lease, contract, payment or dealing entered into or undertaken by the Target prior to the Closing Date which was not duly authorised, approved, disclosed, recorded or otherwise undertaken in compliance with applicable law, including the related party lease/rent arrangement identified in the Due Diligence Report.

6. FEMA and Overseas Operations

Any Loss arising from or in connection with any non-compliance with the Foreign Exchange Management Act, 1999 and rules, regulations, directions or circulars issued thereunder, including any liability arising from any non-filing, delayed filing, incorrect filing or non-compliance relating to the Target's overseas investments, foreign subsidiaries, foreign branch offices or other overseas operations existing or undertaken prior to the Closing Date, including any Late Submission Fee, compounding amount, penalty, interest or other consequence.

7. Labour and Employee Statutory Liabilities

Any Loss arising from or in connection with any non-compliance or liability relating to applicable labour and employment laws for any period up to and including the Closing Date, including PF, ESI and other employee-related statutory dues, contributions, interest, damages, penalties, claims or proceedings, including any liability arising from incorrect, incomplete or outdated statutory registrations or employee records identified in the Due Diligence Report.

8. Charges, Encumbrances and Secured Liabilities

Any Loss arising from or in connection with any undisclosed or improperly created, modified, registered or satisfied charge, mortgage, lien, encumbrance or security interest over any assets of the Target, or any claim by any lender or secured creditor in respect thereof, including any matter relating to the charges identified in the Due Diligence Report.

9. Material Contracts and Contractual Liabilities

Any Loss arising from or in connection with any breach, default, termination, claim, penalty, indemnification obligation or other liability under any material contract, agreement, memorandum of understanding, consultancy agreement, project agreement or other contractual arrangement entered into by the Target prior to the Closing Date, including any indemnification obligation or liability identified in the Due Diligence Report.

10. Intellectual Property

Any Loss arising from or in connection with any claim challenging the ownership, validity or use of any intellectual property of the Target, or any infringement claim relating to intellectual property used by the Target prior to the Closing Date, including any liability arising from any failure to update or rectify the Target's name, address or ownership particulars in respect of its registered intellectual property.

11. Insurance

Any Loss arising from any claim, liability or loss attributable to an event occurring on or prior to the Closing Date which would have been covered under an insurance policy required to be maintained by the Target or disclosed to the Acquirer, but for any failure to maintain such insurance, inadequate coverage, expiry, lapse or insufficiency of the relevant insurance policy.

12. Withdrawn SME IPO / DRHP

Any Loss arising out of, relating to or in connection with the SME initial public offering of the Target which was undertaken prior to the Closing Date and has since been withdrawn/discontinued, including the preparation, filing, review and processing of the Draft Red Herring Prospectus ("DRHP"), approval or correspondence with the stock exchange or any regulatory authority, and the withdrawal or discontinuation of the said IPO, including any claim, demand, liability, penalty, cost, expense or proceeding that may be raised or incurred by the Target, the Acquirer or any of their respective directors, officers or representatives after the Closing Date in connection therewith.

Without prejudice to the foregoing, the Sellers and the Promoters shall indemnify the Acquirer and the Target against any Loss arising from or in connection with any claim, demand, action or proceeding by any merchant banker, lead manager, legal counsel, consultant, registrar, advisor, advertising or public relations agency, stock exchange, regulatory authority or any other intermediary or service provider engaged in connection with the withdrawn/discontinued IPO, including any unpaid fees, termination charges, contractual claims, penalties, damages or other liabilities relating to acts, omissions, events or circumstances occurring prior to the Closing Date.

13. Undisclosed Contingent Liabilities

Any Loss arising from or in connection with any contingent liability, guarantee, indemnity, undertaking, commitment, claim, dispute, obligation or liability of the Target existing or arising from any event occurring on or prior to the Closing Date which was not specifically disclosed to the Acquirer in the Due Diligence Report, Disclosure Letter or other Transaction Documents.

14. Undisclosed Claims and Proceedings

Any Loss arising from or in connection with any claim, demand, notice, litigation, arbitration, investigation, inquiry, regulatory proceeding or governmental action relating to any act, omission, event or circumstance occurring on or prior to the Closing Date which was not disclosed to the Acquirer prior to Closing.

15. Accuracy of DD Disclosures

Any Loss arising from any material inaccuracy, omission or misrepresentation in the information, documents, records, confirmations or disclosures provided by or on behalf of the Target, Sellers or Promoters to the Acquirer or its advisers in connection with the Due Diligence exercise, to the extent such inaccuracy, omission or misrepresentation relates to any matter existing or occurring on or prior to the Closing Date.

Segmental Infrastructure Development Limited SID Ltd.

SCHEDULE 6 – CONDUCT OF CLAIMS

The Purchaser shall notify the Sellers of any third-party claim within 30 days of becoming aware of it (failure to notify shall reduce liability only to the extent of prejudice). The Sellers may, at their cost and with counsel reasonably acceptable to the Purchaser, assume the defence of a third-party claim within 15 days of notice, save for claims involving a Governmental Authority, criminal proceedings or reputational harm to the Purchaser, which the Purchaser shall control. No settlement shall be made without the consent of the other (not to be unreasonably withheld).

SCHEDULE 7 – NOTICE DETAILS

Party	Address	Email / Attention
Sellers	**MR. AJAY KUMAR MISHRA**, son of Mr. Nirbhay Nath Mishra, aged 53 years, holding PAN ALDPM4340H, residing at Flat No. 303, Tower-12, Orchid Petals, Sector-49, Sohna Road, South City-II, Gurugram-1122018 (**Seller 1**"); **MS. RAJIKA MISHRA**, daughter of Mr. Brij Kishore Pandey, aged 44 years, holding PAN AMIPM8741Q, residing at Flat No. 303, Tower-12, Orchid Petals, Sector-49, Sohna Road, South City-II, Gurugram-122018 ("**Seller 2**"); **MR. ASHISH PAUL**, son of Mr. Krishan Kant Paul, aged 55 years, holding PAN AAHPP5703A, residing at House No.-A-570F, First floor, Sushant Lok-1, Chakarpur (74), District, Gurgaon, PO, Chakkarpur, Haryana-122002 ("**Seller 3**"	Ajay Kumar Mishra - Ajaymishra14@gmail.com Rajika Mishra - Ajaymishra14@hotmail.com Ashish Paul - ashishpaul@hotmail.com
Purchaser	Unit No. A-1709, 17th Floor, One Lodha Place, Senapati Bapat Marg, Lower Parel, Mumbai – 400013	Mr. Mahendra More
Company	Unit No. 419A-421, 4th Floor, Tower B-4, Spaze I Tech Park, Sector-49, Sohna Road, Gurugram – 122018	Managing Director

Segmental Infrastructure Development Limited SID Ltd.

FEDERAL CONSULTANTS (I) LIMITED MUMBAI

EXECUTION PAGE

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

SIGNED by AJAY KUMAR MISHRA

Signature: _____
Witness: _____ (Name / Address)

SIGNED by RAJIKA MISHRA

Signature: _____
Witness: _____ (Name / Address)

SIGNED by ASHISH PAUL

Signature: _____
Witness: _____ (Name / Address)

SIGNED for and on behalf of PENTACLE CONSULTANTS (I) LIMITED

Signature: _____
Name: Mahendra More | Designation: Chairman and Director | Authorised by board resolution dated 06th August 2026
Witness: _____ (Name / Address)

SIGNED for and on behalf of SEGMENTAL INFRASTRUCTURE DEVELOPMENT LIMITED

Signature: _____
Name: Mr. Ajay Kumar Mishra | Designation: Managing Director| Authorised by board resolution dated 03.09.2026
Witness: _____ (Name / Address)