DATED [illegible]

SHARE SUBSCRIPTION AGREEMENT

AMONGST

[illegible] PRIVATE LIMITED

AND

[illegible] PRIVATE LIMITED

AND

[illegible] PRIVATE LIMITED

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	IN-KA[illegible]
Certificate Issued Date	[illegible]
Account Reference	[illegible]
Unique Doc. Reference	[illegible]
Purchased by	[illegible]
Description of Document	[illegible]
Description	[illegible]
Consideration Price (Rs.)	[illegible]
First Party	[illegible]
Second Party	OPJ PROJECTS PRIVATE LIMITED
Stamp Duty Paid By	[illegible]
Stamp Duty Amount(Rs.)	[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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[illegible] [illegible] 14
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SHAREHOLDERS' AGREEMENT

This share subscription agreement is executed on this [illegible] day of December, 2[illegible] ("Execution Date") by and between:

1. **DBA PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 with [illegible] CIN [illegible] PAN [illegible] and having its registered office at [illegible] ("DBA", which expression shall [illegible] and assigns);

AND

2. **[illegible] INDUSTRIAL [illegible] PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 with CIN [illegible] PAN [illegible] and having its registered office at [illegible] ("[illegible]", which expression shall [illegible] and permitted assigns);

AND

3. **[illegible] LOGISTICS PARK PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 with CIN [illegible] PAN [illegible] and having its registered office at [illegible] ("Company", which expression shall [illegible] and permitted assigns);

(DBA, [illegible] and the Company shall hereinafter be referred individually as a "Party" and collectively as the "Parties").

RECITALS:

A. [illegible] the business of developing, operating, managing and selling industrial and warehousing parks in various locations in India, [illegible] DBA [illegible] the business of real estate development.

B. [illegible] has incorporated the Company as a wholly owned subsidiary.

C. [illegible] and the Company shall be required [illegible] DBA and [illegible], which is [illegible] the Company.

[illegible]

[illegible]

[illegible]

[illegible]

NOW, THEREFORE, [illegible]

[illegible]

[illegible]

[illegible]

"**Affiliate**" [illegible]

"**Agreement**" [illegible]

"**Applicable Law**" or "**Law**" shall mean any [illegible]

"**Auditor**" [illegible]

"**Assets**" [illegible]

"**Board**" shall mean the board of directors of the Company.

"**Business**" [illegible]

"**Business Day**" shall mean a day other than a Saturday or a Sunday on which banks in Lusaka are generally open for business in Zambia and [illegible] Bank.

"**Closing Accounts**" shall mean [illegible]

"**Closing**" shall have the meaning as set forth in Clause [illegible]

"**Closing Date**" shall have the meaning as set forth in Clause [illegible]

"**Closing Conversion Date**" shall have the meaning as set forth in Clause [illegible]

"**Closing Conditions**" shall consist of the following conditions:

(a) [illegible]

(b) Approving the sale and allotment of the DSS Subscription Shares on the Closing Date.

(b) [illegible]

(c) [illegible]

(d) Notwithstanding:

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

(e) [illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

"[illegible] Account": [illegible]

"Customer" [illegible]

"Customer" [illegible]

"Covered" [illegible]

[illegible]

"[illegible] Agreement" [illegible]

(i) [illegible] Agreement;

(ii) [illegible] Agreement;

(iii) [illegible] Agreement (if [illegible]);

(iv) [illegible] Management Agreement;

(v) [illegible] Agreement;

(vi) [illegible] Agreement; and

(vii) any other agreement and document that may be entered into between or among [illegible] in connection with this Agreement, in the manner duly contemplated herein, and in any or all of the [illegible] and [illegible].

"Warrants" [illegible] Clause [illegible] hereof.

"[illegible] Adjustment Amount" [illegible] Clause 4.1.

"[illegible] Business Day" [illegible] Clause 1.3.

"[illegible]" [illegible] Clause 1.3.

"[illegible] Business Day" [illegible] Clause 1.3.

"[illegible]" [illegible] Clause 1.3.

"[illegible]" [illegible]

[illegible]

"**Equity Shares**" [illegible]

"**Exercise Date**" [illegible]

"**Fully Diluted Share Capital**" [illegible]

"**Governmental Agreements**" [illegible]

"**Governmental Authority**" or "**Government**" [illegible]

"**Indemnification Notice**" [illegible]

"**Indemnified Person**" [illegible]

"**Indemnifying Person**" [illegible]

"**Information**" [illegible]

"**Land**" [illegible]

"**Land Income**" [illegible]

"**Land Purchase Price**" [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

"**Fees Claim**" [illegible]

"**Third Party**" [illegible]

"**Transfer**" [illegible]

7 Relationship

(a) [illegible]

(b) [illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(ii) The Recitals and the Schedules hereto shall constitute and be read as an integral part of this Agreement.

(iii) The headings, sub-headings and headings contained herein are used for convenience of reference only and shall not affect the construction of this Agreement.

(iv) Reference to the "Agreement" hereto or other agreement or instrument, as the context may require, shall be construed as a reference to this Agreement, such other agreement or instrument as the same may be amended, supplemented, modified or novated from time to time in accordance with the provisions of this Agreement.

(v) Reference to the "Parties" or a "Party" hereto shall be construed as a reference to the parties to this Agreement and "Party" or "Parties" shall be construed accordingly.

(vi) Any word in plural shall, in the context of this Agreement, be construed as being defined in Clause 1.1 above shall have the meaning assigned to it in such definition. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa.

(vii) Unless the context otherwise requires, the expressions "hereunder", "hereof", "hereto" and "herein" shall mean and refer to this Agreement.

(viii) Unless any reference to "days" is a reference to calendar days, the expression "Business Day" means any day other than a Saturday or Sunday or a public holiday under the laws of India.

(ix) Unless any reference to "Rupees" or "Rs." is a reference to the lawful currency of the Republic of India.

(x) The expression "in writing" shall mean a written document or communication signed by the Parties.

(xi) All capitalised terms not defined under this Agreement, will have the meaning assigned to them under the Investment Agreement.

(xii) Subject to the provisions of the performance of the Parties' respective obligations, if any, time period(s) shall be calculated, such calculation shall exclude the day on which the period(s) commence.

2. INVESTMENT BY EBEL IN THE COMPANY

2.1 At any time after the Investment Date as agreed by EBEL and TPTPL ("Investment Date"), in consideration of the Equity Participation and subject to the terms and conditions contained herein, the TPTPL shall authorize and issue to EBEL, and EBEL shall subscribe, the Equity Shares of the Company in accordance with the Subscription Agreement.

[illegible]

A. TRANSFER OF LAND BY SHA

1.1 Transfer of land by SHA

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

(g) [illegible]

(h) [illegible]

B. INVESTMENT BY SHA IN THE COMPANY

[illegible]

[illegible]

5. PRE-LISTING COVENANTS

[illegible]

[illegible]

(i) [illegible]

(ii) [illegible]

6. LISTING

[illegible]

[illegible]

[illegible] termination, after which no obligation of any party hereunder shall survive.

4.3 Notice Closing Date

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

5.1 [illegible]

5.4 [illegible]

6. **CONFIDENTIALITY BETWEEN PARTIES OF THIS AGREEMENT AND OTHERS (INCLUDING BANK)**

6.1 [illegible]

(i) [illegible]

(a) [illegible]

(b) [illegible]

[illegible]

[illegible]

(iii) [illegible]

[illegible]

8 COVENANTS

[illegible]

[illegible]

[illegible]

9 [illegible]

[illegible]

(a) [illegible]

[illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

[illegible] **[illegible]**

(i) [illegible]

(ii) [illegible]

[illegible] [illegible]

[illegible] [illegible]

[illegible] [illegible]

[illegible]

[illegible]

[illegible]

[illegible] IDEMNITY

[illegible]

(a) [illegible]

(b) [illegible]

[illegible] "Indemnified Parties".

[illegible]

[illegible] Ownership by IDEA

IDEA [illegible] "Indemnifying Parties" [illegible] IDEA [illegible] "Indemnified Parties") [illegible]

[illegible] Indemnifying Parties

(a) [illegible]

(b) [illegible]

10.8 [illegible]

10.9 [illegible]

10.10 [illegible]

11. **DISPUTE RESOLUTION**

[illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

12. **[illegible]**

12.1 [illegible]

[illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

(iv) [illegible]

(v) [illegible]

(vi) [illegible]

(vii) [illegible]

(viii) [illegible]

(ix) [illegible]

12.2 [illegible]

12.3 [illegible]

[illegible]

11. **NOTICES**

(1) **Notices to Seller.**

[illegible]

To Seller:

Name: [illegible]

Address: [illegible]

Email: [illegible]

To Buyer:

Name: [illegible]

Address: [illegible]

Email: [illegible]

To the Escrow Agent:

Name: [illegible]

Address: [illegible]

Email: [illegible]

[illegible]

12. **TERMINATION.**

[illegible]

[illegible]

[illegible]

(a) [illegible]

(b) [illegible]

(i) [illegible]

(ii) [illegible]

(iii) [illegible]

[illegible]

(a) [illegible]

[illegible]

(b) [illegible]

[illegible]

(c) [illegible]

[illegible]

10. [illegible]

10.1 [illegible]

[illegible]

10.2 [illegible]

[illegible]

11. [illegible]

[illegible]

12. [illegible]

[illegible]

13. [illegible]

[illegible]

14. [illegible]

[illegible]

No change, alteration or modification to, or waiver of any provision of, this Agreement shall be valid unless in writing and signed by or on behalf of the Parties hereto.

(12) **Consents**

The Parties will [illegible] fully, or cause to be [illegible] [illegible] to the other Party, any [illegible] [illegible] [illegible]

[illegible]

15.12. Further Assurances

[illegible]

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

[illegible]

[illegible] ENDASSO INDIVIDUAL PARA ENDOSATARIO

Nome: [illegible]

Assinatura: [illegible]

[illegible] PARA PROCURADOR PRIVADO [illegible]

Nome: [illegible]

Assinatura: [illegible]

[illegible] BAGE [illegible] SAN PRIVATU [illegible]

Nome: [illegible]

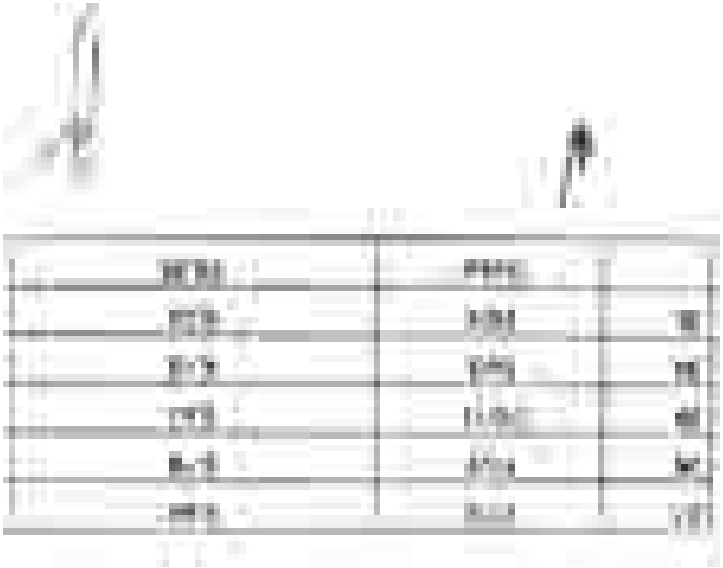
Assinatura: [illegible]

ANNEXURE-A

LAYOUT AND DESCRIPTION OF THE LAND

[illegible]

Sl. No.	Survey No.	Extent in acres
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]
5	[illegible]	[illegible]
6	[illegible]	[illegible]
7	[illegible]	[illegible]
8	[illegible]	[illegible]
9	[illegible]	[illegible]
10	[illegible]	[illegible]
11	[illegible]	[illegible]
12	[illegible]	[illegible]
13	[illegible]	[illegible]
14	[illegible]	[illegible]
15	[illegible]	[illegible]
16	[illegible]	[illegible]
17	[illegible]	[illegible]
18	[illegible]	[illegible]
19	[illegible]	[illegible]
20	[illegible]	[illegible]
21	[illegible]	[illegible]
22	[illegible]	[illegible]
23	[illegible]	[illegible]
24	[illegible]	[illegible]
25	[illegible]	[illegible]
26	[illegible]	[illegible]
27	[illegible]	[illegible]
28	[illegible]	[illegible]
29	[illegible]	[illegible]
30	[illegible]	[illegible]
31	[illegible]	[illegible]



[illegible]

SHAREHOLDING PATTERN OF THE COMPANY

PART I

UNCLASSIFIED SHAREHOLDERS

Sl. No.	Name of the Shareholder	Number of Shares	Percentage of Paid-up Share Capital
[illegible]	[illegible]	[illegible]	[illegible]
	Total	[illegible]	[illegible]

PART II

[illegible] OWNER OF SHARES

Sl. No.	Name of the Shareholder	Number of Shares	Percentage of Paid-up Share Capital
[illegible]	[illegible]	[illegible]	[illegible]
	Total	[illegible]	[illegible]

PART C

[illegible] CLOSING

Sl. No.	Name of the Shareholder	Number of Shares	Percentage of Paid-up Share Capital
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
	Total	[illegible]	[illegible]

(a) REPRESENTATIONS OF DRA:

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

5. [illegible]

6. [illegible]

7. [illegible]

8. [illegible]

[illegible]

9. [illegible]

10. [illegible]

11. [illegible]

12. [illegible]

13. [illegible]

14. [illegible]

15. [illegible]

16. [illegible]

17. [illegible]

18. [illegible]

[illegible]

(9) [illegible]

(10) [illegible]

(11) [illegible]

(12) [illegible]

(13) [illegible]

(14) [illegible]

(15) [illegible]

(16) [illegible]

(17) [illegible]

(a) [illegible]

(b) [illegible]