



# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

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₹1,500

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Certificate No. : IN-DL76224504098344X  
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Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH  
Unique Doc. Reference : SUBIN-DLDL-SELF82014673203675X  
Purchased by : PAVNISH SHERAWAT  
Description of Document : Article 5 General Agreement  
Property Description : SHARE PURCHASE AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : NEHA BANSAL  
Second Party : NA  
Stamp Duty Paid By : NEHA BANSAL  
Stamp Duty Amount(Rs.) : 1,500  
(One Thousand Five Hundred only)

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₹1,500



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## SHARE PURCHASE AGREEMENT

**THIS SHARE PURCHASE AGREEMENT (“Agreement”)** is entered into on this 20<sup>th</sup> day of October 2025 (“**Execution Date**”)

### **BETWEEN:**

**Neha Bansal** an Indian resident, currently residing at W-123, Greater Kailash Part-2, New Delhi-110048 hereinafter referred to as “**the Seller**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **First Part**;

### **And**

The person specified in Schedule 1 of this Agreement, hereinafter referred to as “**the Purchaser**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Second part**;

The Seller and the Purchaser shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

### **WHEREAS:**

- A. The Seller wishes to sell **2,238,806** equity shares of face value of Rs. 2/- per share, of **Lenskart Solutions Limited (“Lenskart”)**;
- B. On and subject to the terms and conditions contained herein, the Seller and the Purchaser have agreed that, the Seller shall sell to the Purchaser **2,238,806** equity shares, hereinafter called “**Sale Shares**” at a sale price of INR 402.00 per share (Rupees Four Hundred and Two Only) (“**Sale Price**”) aggregating to a total sale consideration of INR 90,00,00,012/- (“**Consideration Amount**” or “**Complete purchase consideration**”);
- C. This Agreement sets out the terms and conditions between the Parties hereto and their rights and obligations in relation to the sale of the said “**Sale Shares**” by the Seller and the purchase of the said “**Sale Shares**” by the Purchaser and other matters in connection therewith.

### **THE PARTIES HERETO AGREE as follows:**

#### **1. SALE AND PURCHASE OF THE SALE SHARES**

- 1.1 On and subject to the terms and conditions contained herein, the Seller agrees to sell, transfer and deliver the Sale Shares to the Purchaser and the Purchaser agrees to purchase, acquire and accept the Sale Shares free from all encumbrances for an aggregate Consideration Amount which shall be payable by the Purchaser to the Seller within 3 (Three) days of the execution of this agreement.
- 1.2 The Purchaser will pay the Seller the entire Consideration Amount totaling INR 90,00,00,012/- in the below bank account of Seller.

<b>Account Name</b>	Neha Bansal
<b>Account No.</b>	662701068992
<b>Bank</b>	ICICI Bank Ltd
<b>IFSC Code</b>	ICICI0000311
<b>Branch Name</b>	ICICI Bank Ltd, E-568 Greater Kailash 2. New Delhi 110048

## 2. COMPLETION

- 2.1 The sale of Sale Shares shall consummate, and the Sale Shares shall be credited to Purchaser's demat account ("**Completion**") within a period of 3 (Three) working days from the date of execution hereof or such other date as may be mutually agreed between the Parties by the Seller.
- 2.2 The Seller shall pay the stamp duty for the transfer of the Sale Shares and provide evidence of the same to the Purchaser.
- 2.3 The Seller shall deliver irrevocable, executed delivery instruction slip to its depository participant / custodian instructing it to remit its Sale Shares to the Purchaser's demat account (the details of which are provided under Schedule 1) and provide the delivery instructions duly acknowledged by the Seller's depository participant / custodian to the Purchaser.
- 2.4 Upon the transfer of Sale Shares to the demat account of the Purchaser, the Parties shall take such other actions and do filings as are necessary and required to effect Completion in accordance with this Agreement.

## 3. REPRESENTATIONS AND WARRANTIES

Both the Parties represent and warrant to each other that the statements contained in this Clause 3 (Representations and Warranties) (relating to itself) are true and correct in all respects and not misleading as on the date of this Agreement.

- 3.1 The Seller represents and warrants to the Purchaser that:
- (a) The Seller is authorized under relevant applicable laws to enter into this Agreement and perform and consummate the transaction envisaged herein.
- (b) It has full power and authority to enter into this Agreement, to perform its obligations herein and to consummate the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with its terms.
- (c) It is the legal and beneficial owner of the Sale Shares acquired by it, and has not created any encumbrances on the Sale Shares and has the power and authority to sell and transfer the Sale Shares to the Purchaser pursuant to this Agreement.
- (d) There are no restrictions operating under any law on the seller to enter into this Agreement and consummate the transaction of selling the "Sale Shares".
- (e) There are no pending proceedings which would render the transaction relating to sale of Sale Shares void under section 281 of the Income-tax Act, 1961.

(f) It will share the documents pertaining to taxes collected, if any.

3.2 The Purchaser represents and warrants to the Seller that:

- (a) The Purchaser is a resident Indian having a valid Permanent Account Number, and is authorized under relevant applicable laws of India to enter into this Agreement and perform and consummate the transaction envisaged herein and is not owned and controlled by persons resident outside India, as per Foreign Exchange Management (Non-debt Instruments) Rules, 2019;
- (b) The Purchaser has full power and authority to enter into this Agreement, to perform its obligations herein and to consummate the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms.
- (c) There are no restrictions operating under any law on the Purchaser to enter into this Agreement and consummate the transaction of purchasing the “Sale shares”.
- (d) The Purchaser hereby represents and warrants that it has entered into the said transaction for purchase of Sale Shares with its own free will being fully aware of all the associated risks given that the Sale Shares are unlisted and illiquid. The Purchaser has made its own independent judgement while deciding to purchase Sale Shares from the Seller and carried out its own evaluation of the risks associated with the said transaction in Sale Shares. The Purchaser represents and warrants that the Seller has not made any recommendation or advice in this regard. Purchaser agrees and declares that the Seller shall not be responsible or liable to ascertain Purchaser’s eligibility to purchase Sale Shares in compliance with applicable laws.

#### **4. CONFIDENTIALITY**

##### **4.1 Announcements**

Pending Completion, no announcement or circular in connection with the existence or the subject matter of this Agreement shall be made or issued by or on behalf of either Party without the prior written approval of the other Party. Provided that the Seller may make regulatory intimations and disclose details of the sale and this Agreement to the extent required under applicable law or pursuant to regulatory requirements, including applicable SEBI requirements.

##### **4.2 Confidentiality**

###### **4.2.1 Subject to Clauses 4.1 and 4.2.2:**

- (i) The Seller and the Purchaser shall treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement (or any agreement entered into pursuant to this Agreement) which relates to:
  - (a) the existence and the provisions of this Agreement and of any agreement entered into pursuant to this Agreement; or
  - (b) the negotiations relating to this Agreement (and any such other agreements);
- (ii) The Seller shall treat as strictly confidential and not disclose or use any information relating to the business, financial or other affairs of the Purchaser;

- (iii) The Purchaser shall treat as strictly confidential and not disclose or use any information relating to the business, financial or other affairs (including future plans and targets) of the Seller. Clause 4.2.1 shall not prohibit disclosure or use of any information if and to the extent:
  - (i) The disclosure or use is required to vest the full benefit of this Agreement in the Seller or the Purchaser;
  - (ii) The disclosure is made pursuant to regulatory requirements;
  - (iii) The disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or any other agreement entered into under or pursuant to this Agreement or the disclosure is made to a tax authority in connection with the tax affairs of the disclosing Party;
  - (iv) The disclosure is made to professional advisers or actual or potential financiers of either Party or its affiliates on terms that such professional advisers or financiers undertake to comply with the provisions of Clause 4.2 in respect of such information as if they were a party to this Agreement;
  - (v) The information is or becomes publicly available (other than by breach of this Agreement);
  - (vi) The disclosure is made on a confidential basis to potential purchasers of all or part of either Party and its affiliates or to their professional advisers or financiers;
  - (vii) The other Party has given prior written approval to the disclosure or use; or
  - (viii) The information is independently developed after Closing,

provided that prior to disclosure or use of any information pursuant to Clause 4.2.2(i) or (ii), the Party concerned shall promptly notify the other Party of such requirement with a view to providing that other Party with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use.

## **5. NOTICES**

5.1 Any notice or other communication given or made under this Agreement shall be in writing. Any such notice or other communication shall be addressed as provided in Clause 5.2 below and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) If sent by personal delivery, upon delivery at the address of the relevant Party.
- (b) If sent by mail (with acknowledgment of receipt), two business days after the date of posting.
- (c) If sent by email upon confirmation of transmission by the transmitting equipment

5.2 The relevant addressee, address and contact number of each Party for the purpose of this Agreement are set out in Schedule 1 below

## **6. MISCELLANEOUS**

- 6.1 Entire Agreement: This Agreement sets out the entire agreement and understanding between the Parties with respect to the subject matter and supersedes all previous documents executed and correspondence exchanged between any of the Parties hereto in connection with the transaction referred to herein, all of which shall not have any further force or effect.
- 6.2 Counterparts: This Agreement may be executed in any number of counterparts by the Parties hereto, each of which shall be an original but all of which together shall constitute one and the same instrument.
- 6.3 Costs: The Seller and the Purchaser shall bear their - own respective costs in connection with this Agreement. Stamp duty on SPA and transfer of shares will be borne by the Seller.
- 6.4 Authorization: The persons signing this Agreement on behalf of the Parties represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.
- 6.5 Relationship: None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties hereto and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way.
- 6.6 Partial Invalidity: If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 6.7 Amendments: No modification or amendment of this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.
- 6.8 The expression 'in writing' includes communication by letter and email.
- 6.9 Except as otherwise expressly provided in this Agreement, the Purchaser may not without the prior written consent of the Seller, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Agreement. The Seller shall be free to assign this Agreement and/or novate this Agreement to any of its affiliates.

## **7. TERM AND TERMINATION**

### **7.1 Term**

This Agreement shall come into effect on the date hereof and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 7.2.

### **7.2 Termination**

- (a) This Agreement shall stand terminated and the transaction contemplated hereby abandoned without any obligation on any Party, if Completion does not occur on or before the Long Stop Date.
- (b) The Agreement may also be terminated with mutual consent of the Parties prior to the Completion.

- (c) In the event that the Seller fails to transfer the Shares to the Purchaser on or before **30<sup>th</sup> October 2025**, or if the transfer of the Shares is hindered or prevented due to any legal, regulatory, or other unforeseen impediment beyond the control of the Purchaser, this Agreement shall, without the need for further action by either Party, be deemed null and void with immediate effect. In such an event, the Seller shall be obligated to refund the entire Purchase Price received from the Purchaser, without any deduction or set-off, within **seven (7) business days** from the date on which this Agreement is deemed void.

## 8. DISPUTE RESOLUTION

- 8.1 If any dispute, controversy or claim between the Parties hereto arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof (**Dispute**), the Parties hereto shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably. If a Party gives the other Party notice that a Dispute has arisen (a **Dispute Notice**) and the Parties hereto are unable to resolve the Dispute amicably within 15 days of service of the Dispute Notice (or such longer period as the Parties may mutually agree), then the Dispute shall be referred to arbitration in accordance with the terms of Clause 8.2 below.
- 8.2 Subject to clause 8.1 above, any Dispute shall be referred to and finally resolved by arbitration, in accordance with the Arbitration and Conciliation Act, 1996 or any statutory enactment or re-enactment thereof. The Seller and the Purchaser shall mutually appoint a sole arbitrator. Any arbitral award shall be final and binding on the Parties hereto and the Parties waive irrevocably any rights to any form of appeal, review or recourse to any state or other judicial authority in so far as such waiver may validly be made. The venue of the arbitration shall be Mumbai, India. The language of the arbitration shall be English.

## 9. GOVERNING LAW AND JURISDICTION

- 9.1 This Agreement and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with, the laws of India, without regard to the conflict of law provisions thereof. Subject to the provisions of Clause 8 (Dispute Resolution), the courts at Mumbai, India shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.
- 9.2 Any statutory reporting, if required, shall be made by the Parties.

AS WITNESS this Agreement has been signed by the duly authorized representatives of the Parties hereto as of the day and year first before written.

**SIGNED BY THE SELLER**

**SIGNED BY THE PURCHASER**

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

*Neha Bansal*

Neha Bansal (19 October, 2025 07:38:17 UTC)

**Shrikanta Damani** Digitally signed by  
Shrikanta Damani  
Date: 2025.10.20  
13:03:37 +05'30'

By: "Seller"

By: "Buyer"

**Schedule 1****DETAILS OF THE PURCHASER**

S. No.	Particulars	Details
1.	Purchaser	Shrikanta R Damani
2.	Purchaser's address	B-2 30 Floor, Prithvi Apartment, 21 Altamount Road, Near Kemps Corner Cumballa Hill, Mumbai, 400026
3.	Purchaser's email ID	info@derivetrading.co.in
4.	Purchaser's PAN	AABPD2668Q
5.	Residency	Indian
6.	Purchaser type (nature of entity / individual)	Individual



### DETAILS OF TRANSACTION

S. No.	Heading	Details
1.	Number of Sale Shares	2,238,806 ("Sale Shares")
2.	Sale Price per Sale Share	402 /- ("Sale Price")
3.	Purchase Consideration Amount	Rs. 90,00,00,012/- ("Purchase Consideration Amount")
4.	Stamp duty on this Agreement	Rs. 1,500/-
5.	Stamp Duty on transfer of shares	Rs. 1,35,000/-
6.	Date of Execution	20/Oct/2025 ("Execution Date")
7.	Place of Execution	Mumbai
8.	Long Stop Date	15 days from the Execution Date or any later date as may be mutually agreed
9.	Jurisdiction of Court	Mumbai
10.	Venue for Arbitration	Mumbai

**DETAILS OF THE PURCHASER's BANK/DEMAT ACCOUNT**

S. No.	Particulars	Details
1.	Bank Account Holder	SHRIKANTA DAMANI
2.	Bank Account Number	00011330000751
3.	Bank	HDFC BANK
4.	Branch	TULSIANI CAHMBERS, FREE PRESS JOURNAL MARG, NARIMAN POINT, MUMBAI - 400 021
5.	IFSC Code	HDFC0000001
6.	Bank Account Type	SAVING BANK A/C
7.	Demat Account Holder	SHRIKANTADEVI RADHAKISHAN DAMANI
8.	Depository Participant	HDFC BANK
9.	DP ID	13012400
10.	Client ID	00122789

### Schedule 3

#### Details for Notices

<b>Name of Party</b>	<b>Address</b>	<b>Contact Person/ Contact No.</b>
SELLER		
<b>Neha Bansal</b>	W-123, Greater Kailash Part-2, New Delhi-110048	Email: nehab@lenskart.com

<b>Name of Party</b>	<b>Address</b>	<b>Contact Person/ Contact No.</b>
PURCHASER		
<b>Shrikanta R Damani</b>	B-2 30 Floor, Prithvi Apartment, 21 Altamount Road, Near Kemps Corner Cumballa Hill, Mumbai, 400026	Email: info@derivetrading.co.in