

SHOP TAKEOVER ADVANCE & SHARE TRANSFER AGREEMENT

Company Name: **CONE STONE PTE. LTD.**

UEN# **202419077N**

This Master Agreement consolidates the Share Transfer & Takeover Advance Agreement

PARTIES

Transferors (Existing Shareholders & Shop Operators):

- **MUNISWAMAPPA SREEDHARA** NRIC#**S7762420A**
- **AMULDHAN RAMESH VIKRAM SAI** NRIC#**S8178953C**

Transferee (Incoming Shareholder & Shop Operator):

- **BOJJIREDDY SOUJANYA** NRIC#**S8477350F**

1. BUSINESS & SHOP DETAILS

Entity Name: **CONE STONE PTE. LTD.**

Shop Type: **Coffee & Snack Shop**

Mall & Address: **#01-23, ESR Biz Park @ Changi, 6 Changi Business Ave1, Singapore 486017**

Landlord: **ESR BUZ Park @ Changi**

2. SHARE TRANSFER

The Transferors agree to transfer a total of eighty percent (**80%**) of the issued ordinary shares of **CONE STONE PTE LTD.** to the Transferee **BOJJIREDDY SOUJANYA**.

Post-Completion Shareholding:

- **BOJJIREDDY SOUJANYA** **80%**
- **MUNISWAMAPPA SREEDHARA & AMULDHAN RAMESH VIKRAM SAI** **20%**

For companies, this shall be deemed a **transfer of shares** in accordance with the **Companies Act 1967** and the **company's Constitution**.

3. PURCHASE PRICE & PAYMENT ALLOCATION STRUCTURE

Total Purchase Consideration: **SGD 1,15,000**

- * **SOUJANYA** **80%** **SGD 92,000/-**
- **SREEDHARA & VIKRAM** **20%** **SGD 23,000/-**

Token / Advance Amount: **SGD 9,000/-**

Token Deposit Date: **08 January 2026**

Balance Principal Amount: **SGD 83,000/-**

Payable on Completion Date: **19 February 2026 (Tentative date)**

The token amount shall form part of the total purchase consideration.

4. COMPLETION

Completion shall take place on 19 February 2026, subject to:

- Completion of share transfer
- Settlement of all outstanding liabilities
- Handover of shop possession

5. NEW DIRECTOR APPOINTMENT

With effect from 19 February 2026:

- Soujanya is appointed as Director pursuant to the Companies Act 1967.

6. DIRECTORS' RESOLUTION – SHARE TRANSFER

- The transfer of 80% shares from Vikram and Sridhar to Soujanya is approved.
- The Register of Members be updated accordingly.
- A new share certificate be issued to Soujanya.
- The Company Secretary is authorized to lodge all filings with ACRA.

7. DIRECTORS' RESOLUTION – DIRECTOR CHANGE

- Soujanya will be appointed as Director with effect from 16 February 2026.
- The Company Secretary be authorized to lodge all necessary ACRA filings.

8. REPRESENTATIONS AND WARRANTIES

By Transferor

The Transferor represents that:

- They are the legal and beneficial owners of Transferred Interest
- The Business is duly registered and in good standing with ACRA
- There are no undisclosed legal proceedings, insolvency actions, or regulatory breaches

By Transferee

The Transferee represents that:

- They have full legal capacity to enter this Agreement
- They have conducted due diligence or waived the right to do so

9. INDEMNITY

Each Party shall indemnify the other against losses, claims, or damages arising from any breach of this Agreement or misrepresentation.

10. CONFIDENTIALITY

Each Party shall keep confidential all non-public business, financial, and customer information, except where disclosure is required by law or regulatory authorities in Singapore.

11. GOVERNING LAW AND AUTHORITY

This Agreement shall be governed by and construed in accordance with the **laws of Singapore**, and the Parties submit to the exclusive authority of the **Singapore courts**.

Transferors confirm that there is no undisclosed liabilities, Claims or disputes relating the shop up to the takeover date.

This agreement is entered into voluntarily by both parties and shall be governed by the laws of Singapore.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements.

13. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MUNISWAMAPPA SREEDHARA

AMULDHAN RAMESH VIKRAM SAI



BOJJIREDDY SOUJANYA



MOORI ASHOK KUMAR REDDY (Witness)

KAKARLA RAVI KIRAN (Witness)

Date: 8th Jan 2026