

KONTRATE SHITBLERJE TE
KUOTES SE KAPITALIT

Sot, me 28.02.2022 (dymije e njezet e dy), ditën e Hënë, palet e meposhtme nënshkruan kontratën që vijon:

Shoqëria GOLEM COMPANY LIMITED, një shoqëri me përgjegjësi të kufizuar me NUIS M12310032V përfaqësohet ligjërisht nga:

- Z. MOHAMMOD LUTHFUR RAHMAN shtetas Bangladeshian, lindur me 04 Mars 1986 mbajtes i pasaportes me Nr. EJ0010611 zotërues i 50% (pesedhjetë përqind) të kapitalit të shoqërisë që i korespondon 1 (një) kuote, me vlerën 500 (peseqind leke)
- Z. ZAFAR ZAFAR shtetas Bangladeshian, lindur me 01 Janar 1979 mbajtes i pasaportes me Nr. EF0366318, zotërues i 25% (njëzetepese përqind) të kapitalit të shoqërisë i korespondon 1 (një) kuote, me vlerën 250 (dyqindpese dhjetë leke)

(Ketu e më poshtë referuar si “**Shites**”)

dhe

- Z. ABDUR RAHMAN shtetas Bangladeshian, lindur me 28 Shtator 1993 mbajtes i pasaportes me Nr. EB0226521
- Z. KAWSAR CHOWDHRY shtetas Bangladeshian, lindur me 15 Shtator 1984 mbajtes i pasaportes me Nr. BX0567731
- Z. MD UZZAL MIAH, shtetas Bangladeshian, lindur me 10 Shtator 1999 mbajtes i pasaportes me Nr. A00763672

(ketu e më poshtë referuar si “**Bleres/i/it**”)

(Shitesit dhe Bleresi në vijim referuar, bashkarisht dhe vecmas, si “Palet”/”Pale”.)

 **MEQENESE:**


SHARE PURCHASE
AGREEMENT

Today, on 28.02.2022 (two thousand twenty two), Monday, the following parties entered into the following agreement:

The company GOLEM COMPANY LIMITED, an limited liability company with NUIS M12310032V legally represented by:

- Mr. MOHAMMAD GOLAM KABIR citizen of Bangladesh, born on 05 January 1978 holder of passport no. BY0845883, holder of 25% (twenty five percent) of the company's capital corresponds to 1 (one) quota, with a value of 250 (two hundred and fifty lek)
- Mr. ZAFAR ZAFAR Bangladeshi citizen, born on 01 January 1979 holder of passport no. EF0366318, holder of 25% (twenty five percent) of the company's capital corresponds to 1 (one) quota, with a value of 250 (two hundred and fifty lek)


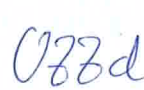
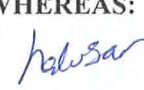
(Here and below referred to as “**Seller**”)

and

- Mr. ABDUR RAHMAN Bangladeshi citizen, born on 28 September 1993 holder of passport no. EB0226521
- Mr. KAWSAR CHOWDHRY citizen of Bangladesh, born on 15 September 1984 holder of passport no. BX0567731
- Mr. MD UZZAL MIAH, Bangladeshi citizen, born on 10 September 1999 holder of passport no. A00763672

(hereinafter referred to as “**Purchaser/s**”)

(The Seller and Buyer are hereinafter referred to as “Parties” and each of them as a “Party”.)

 **WHEREAS:**
 

A. Shitesit jane ortak te Shoqerise "GOLEM COMPANY LIMITED" shpk, , me seli te regjistruar ne adresen Rruga 3 Vllezerit Kondi, Vila Xhemali, Nr.7, Njesia Administrative Nr.2, Tirane, Shqiperi ketu e ne vijim "Shoqeria");

B. Kapitali I regjistruar I Shoqerise eshte 1,000.00 (Nje mije leke) Leke, I ndare ne 3 (tre) kuota, me vlere nominale prej 1,000.00 (Nje mije leke) Leke;

C. Shitesi deshiron te shese tek Bleresi respektivisht:

▪ **Z. ZAFAR ZAFAR** shtetas Bangladesian, lindur me 01 Janar 1979 mbajtes i pasaportes me Nr. EF0366318, zotërues i 25% (njetepese perqind) të kapitalit të shoqerisë i korespondon 1 (nje) kuote, me vleren 250 (dyqindpesedhjetë leke) **ne cilesine e shitesit** te shes tek **Z. ABDUR RAHMAN** ne cilesine e blesesit shtetas Bangladesian, lindur me 28 Shtator 1993 mbajtes i pasaportes me Nr. EB0226521, **1 (nje) kuote, me vleren 250 (dyqindpesedhjetë leke) e cila korrespondon ne vleren e 25% te kapitalit te regjistruar**, duke rritur vleren e kapitalit te Z. ABDUR RAHMAN ne 50% te kapitalit te regjistruar.

▪ **Z. MOHAMMOD LUTHFUR RAHMAN** shtetas Bangladesian, lindur me 04 Mars 1986 mbajtes i pasaportes me Nr. EJ0010611 zotërues i 50% (pesedhjetë perqind) të kapitalit të shoqerisë që i korespondon 1 (nje) kuote, me vleren 500 (peseqind leke) **ne cilesine e shitesit** tek –

○ **Z. KAWSAR CHOWDHRY** shtetas Bangladesian, lindur me 15 Shtator 1984 mbajtes i pasaportes me Nr. BX0567731, 25%(njetepese perqind) te kapitalit te shoqerise qe do ti perkase 1 kuote me vleren 250 (dyqind e pesedhjetë leke) dhe;

○ **Z. MD UZZAL MIAH**, shtetas Bangladesian, lindur me 10 Shtator

A. The sellers are shareholders of the Company "GOLEM COMPANY LIMITED" shpk., with headquarters registered at the address Rruga 3 Vllezerit Kondi, Vila Xhemali, No. 7, Administrative Unit No. 2, Tirana, Albania here and hereafter "Company");

B. The registered capital of the Company is 1,000.00 (One thousand Lekë) Lekë, divided into 3 (three) quotas, with a nominal value of 1,000.00 (One thousand Lekë) Lekë;

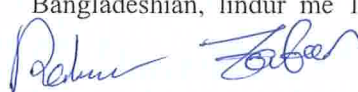

C. The Seller intends to sell to the Buyer specifically:

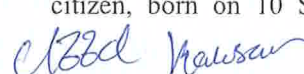
✓ **Mr. ZAFAR ZAFAR** citizen of Bangladesh, born on 01 January 1979 holder of passport no. EF0366318, holder of 25% (twenty five percent) of the company's capital corresponds to 1 (one) quota, with a value of 250 (two hundred and fifty lek) **in the capacity of seller** to sell to **Mr. ABDUR RAHMAN** in the capacity of buyer born in Bangladesh, 28 September 1993 passport holder with No. EB0226521, **1 (one) quota, with the value of 250 (two hundred and fifty lek) which corresponds to the value of 25% of the registered capital**, increasing the value of the capital of Mr. ABDUR RAHMAN to 50% of the registered capital.

✓ **Mr. MOHAMMOD LUTHFUR RAHMAN** Bangladesian citizen, born on 04 March 1986 holder of passport no. EJ0010611 holder of 50% (fifty percent) of the capital of the company that corresponds to 1 (one) quota, with a value of 500 (five hundred ALL) **in the quality of seller** to -

○ **Mr. KAWSAR CHOWDHRY** Bangladesian national, born 15 September 1984 holder of passport no. BX0567731, 25% (twenty five percent) of the capital of the company that will belong to 1 quota with the value of 250 (two hundred and fifty lek) and;

○ **Mr. MD UZZAL MIAH**, Bangladeshi citizen, born on 10 September 1999



1999 mbajtes i pasaportes me Nr. A00763672, 25%(njezet e pese perqind) te kapitalit te shoqerise qe do ti perkase 1 kuote me vleren 250 (dyqind e pesedhjete leke)

D. Bleresit pranojne te blejne kuotat me vlerat respektive duke e organizuar kapitalin e shoqerise ne:

- 1) Z. ABDUR RAHMAN do te zoteroj 1 (nje) kuote, me vleren 500 (peseqind leke) qe perkon me 50 % te kapitalit te shoqerise
- 2) Z. KAWSAR CHOWDHRY do te zoteroj 1 (nje) kuote, me vleren 250 (dyqind e pesedhjete leke) qe perkon me 25 % te kapitalit te shoqerise
- 3) Z. MD UZZAL MIAH do te zoteroj 1 (nje) kuote, me vleren 250 (dyqind e pesedhjete leke) qe perkon me 25 % te kapitalit te shoqerise

E. Organet kompetente te Shoqerise te Shitesit dhe te Bleresit kane miratuar te gjitha vendimet e nevojshme per miratimin e ketij transaksioni.

BAZUAR SA ME SIPER, Palet pranojne te lidhin kete kontrate qe ekzekuton shitjen e Kuotes (ne vijim "Kontrata") si vijon:

Neni 1

Kushtet paraprake

- 1.1 Kushtet paraprake te mesiperme jane pjese thelbesore dhe integrale e kesaj kontrate.

Neni 2

Shitja e Kuotes

- 2.1 Nepermjet kesaj Kontrate, Shitesi shet dhe i transferon Bleresit cili, pranon dhe blen, kuoten me nje cmim te barabarte sipas transaksionit mesiper ne Leke, i eshte paguar cash ne daten e nenshkrimit te kesaj Kontrate.

Neni 3

Deklarime dhe Garanci

- 3.1 Shitesit deklaron dhe garanton se kuotat jane te lira nga cdo peng, privilegj, barre, apo cdo e drejte tjeter ne favor te te treteve.
- 3.2 Me nenshkrimin e kesaj Kontrate dhe ne cfaredo momenti tjeter te metejshe pas

holder of passport no. A00763672, 25% (twenty five percent) of the capital of the company that will belong to 1 quota with the value of 250 (two hundred and fifty lek)

D. The buyers agree to buy the quotas with the respective values by organizing the capital of the company in:

- 1) Mr. ABDUR RAHMAN will own 1 (one) quota, with a value of 500 (five hundred ALL) which corresponds to 50% of the capital of the company
- 2) Mr. KAWSAR CHOWDHRY will own 1 (one) quota, with a value of 250 (two hundred and fifty lek) which corresponds to 25% of the capital of the company
- 3) Mr. MD UZZAL MIAH will own 1 (one) quota, with a value of 250 (two hundred and fifty lek) which corresponds to 25% of the capital of the company

E. The competent bodies of the Seller and Buyer Company have approved all the necessary decisions for the approval of this transaction..

NOW, THEREFORE the Parties hereto hereby agree to enter into this contract to execute to sell the Share ("the Agreement") as follows:

Article 1

Recital

- 1.1 All the foregoing recitals hereto, represent and integral and material part of this Agreement.

Article 2

Sell and Purchase of the Share

- 2.1 The competent bodies of the Seller and Buyer Company have approved all the necessary decisions for the approval of this transaction.

Article 3

Representations and warranties

- 3.1 The Sellers represents and warrants that the Share is free of any pledge, privilege, security charge and any other right granted in favor of third parties.
- 3.2 Upon execution of such Agreement and at any moment hereafter, the Sellers guarantees

Rahman *Zuber* *Uzzal Miah*

lidhjes se saj, Shitesit I garanton bleresit akses – prane selise se Shoqerise – ne origjinalet e librave kontabel te Shoqerise dhe cdo dokumenti tjeter qe aktualisht eshte ne dispozicion/pronesi te Shoqerise, ose qe duhet apo do te jete me pas ne dispozicion/pronesi te saj.

- 3.3 Shitesit deklaron dhe garanton se Shoqeria eshte themeluar dhe operon rregullisht ne perputhje me legjislacionin shqiptar dhe ne baze te ligjit dhe te akteve te Shoqerise dhe kate drejte te ushtroje aktivitetin e saj ne perputhje me Aktin e Themelimit dhe Statutit qe rregullon funksionimin e saj.
- 3.4 Shitesit deklaron dhe garanton se Shoqeria nuk ka detyrime ndaj paleve te treta deri ne daten e nenshkrimimit te kesaj Kontrate. Nese do te rezultojne detyrime te tilla, Shitesi deklaron dhe garanton qe do te jene ne ngarkim te tij dhe do te shlyeje apo rimbursoje Shoqerine per cdo detyrim.
- 3.5 Shitesit deklaron dhe garanton se Shoqeria nuk eshte ne proces falimentimi dhe likuidimi te vullnetshem ose jo, apo ne ndonje proces te ngjashem.

Neni 4 Korrespondenca

- 4.1 Te gjitha njoftimet, kerkesat apo komunikimet e tjera ndermjet Paleve duhet te behen vetem me shkrim dhe te dergohen prane selise se seciles Pale, si me siper percaktuar.
- 4.2 Te gjitha njoftimet, kerkesat apo komunikimet e tjera do te dergohen me ane te letres rekomande me kthim pergjigje ose me faks.
- 4.3 Cdo njoftim, kerkese apo komunikim tjeter do te konsiderohet I marre efektivisht nese ekzistojne kushtet e meposhtme: a) eshte derguar me faks, ne momentin ne te cilin eshte marre faksi; b) nese eshte derguar me leter rekomande, ne daten e dorezimit tek marresi qe do te vertetohet me fleten e kthimit.

Neni 5 Shpenzime dhe taksa

- 5.1 Shpenzimet ligjore si dhe cdo shpenzim tjeter qe lidhet me Kontraten apo shpenzimet per veprime te tjera te perfshira ne te, do te jene ne ngarkim te Bleresit.

access to the Purchaser – at the registered office of the Company – on the Company accounting books and any other document currently at the disposal and/or owned by the Company or that shall be in the future at the disposal and/or owned by the Company.

- 3.3 The Sellers represents and warrants that the Company is duly incorporated and existing under the laws of Republic of Albania and the Company by-laws and has the full right to conduct its business in accordance with the Company Memorandum of Incorporation and Articles of Association that rules on its integral organization.
- 3.4 The Sellers represents and warrants that the Company has no liabilities towards any third party up the date of this Contract. If any such liability will result, the Seller represents and warrants that will be on his responsibility and will pay or reimburse the Company for any amount.
- 3.5 The Sellers represents and warrants that the Company is not subject to any bankruptcy, insolvency or similar proceedings in the Republic of Albania.

Article 4 Notices

- 4.1 All the notices, requests or other communications between the Parties shall be in writing and delivered at the registered office on each Party indicated in the headings.
- 4.2 All the notices, requests or other communications shall be posted by registered mail or sent by facsimile transmission.
- 4.3 Each notice, request or communication will be effective upon the following conditions: a) if given by fax, when such fax is actually received; b) if given by registered mail, on the date of delivery certified on the return card.

Article 5 Expenses and Taxes

- 5.1 All legal and other expenses incurred in connection to the Agreement and the contemplated transaction in it will be paid by Purchaser.



Neni 6
Zgjidhja e Mosmarreveshjeve

6.1 Palet angazhohen te zgjidhin me mirekuptim cdo mosmarreveshje qe lidhet me interpretimin dhe/ose ekzekutimin e kesaj Kontrate. Nese nje gje e tille nuk eshte me e mundur, mosmarreveshja do te zgjidhjet ekskluzivisht nga Gjykata e Rrethit Gjyqesor Tirane.

Neni 7
E drejta e zbatueshme

7.1 Kjo Kontrate dhe te drejatat e detyrimet e Paleve do te disiplinohen, interpretohen dhe ekzekutohen ne baze te se drejtes shqiptare.

Neni 8
Vlefshmeria – Origjinalet

8.1 Kjo Kontrate behet e vlefshme me nenshkrimet e saj nga Palet. Kjo Kontrate hartohet ne 3 (tre) kopje origjinale ne gjuhen shqipe dhe anglisht, te gjitha te nenshkruara nga Palet.

Article 6
Dispute Resolution

6.1 The Parties undertake to settle by mutual agreement any dispute related to the interpretation and/or execution of this Agreement. If such dispute cannot be settle by the Parties themselves, it will be exclusively and finally resolved by the District Court of Tirana.

Article 7
Governing Law

7.1 This Agreement and the rights and obligations of the Parties will be governed by, construed with enforced in accordance with Albanian Law.


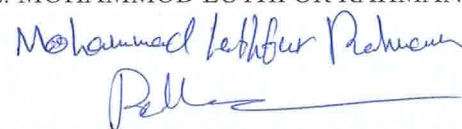
Article 8
Validity and Originals

8.1 This Agreement enters in force upon its execution by the Parties. This Agreement is executed in 3 (three) originals, in each Albanian and English, all signed by the Parties.

SHITES/SELLER

GOLEM COMPANY LIMITED


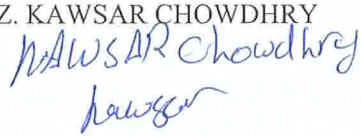
Perfaqsuar nga/Represented by

- Z. ZAFAR ZAFAR

- Z. MOHAMMOD LUTHFUR RAHMAN


BLERES/PURCHASER

Perfaqesuar nga

/Represented by

- Z. ABDUR RAHMAN

- Z. KAWSAR CHOWDHRY

- Z. MD UZZAL MIAH
