सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of Karnataka

### e-Stamp

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| Certificate No. | : | IN-KA10045563869380S |
| Certificate Issued Date | : | 18-Feb-2020 12:56 PM |
| Account Reference | : | NONACC (FI)/ kacrsfl08/ DOMLUR2/ KA-BN |
| Unique Doc. Reference | : | SUBIN-KAKACRSFL0830679138290145S |
| Purchased by | : | CAPFRONT TECHNOLOGIES PVT LTD |
| Description of Document | : | Article 12 Bond |
| Description | : | AGREEMENT |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | CAPFRONT TECHNOLOGIES PVT LTD |
| Second Party | : | VAIBHAV VYAPAAR PVT LTD |
| Stamp Duty Paid By | : | CAPFRONT TECHNOLOGIES PVT LTD |
| Stamp Duty Amount(Rs.) | : | 200 (Two Hundred only) |

Authorised Signatory
The Karnataka State Registration & Stamps Department Official's Multipurpose Co-operative Society Ltd.

Please write or type below this line

This ~~Stamp~~ paper is an integral part of Amendment Agreement Executed between Vaibhav Vyapaar Private Limited and Capfront technologies Pvt. ltd. Executed on 28 August 2022.

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## AMENDMENT AGREEMENT

To the Business Transfer Agreement dated 01st day of June 2022

This Amendment Agreement ("Amendment") is made and entered into on this the 28th day of August 2022 ("Amendment Effective Date")

**BY AND BETWEEN:**

**Vaibhav Vyapaar Private Limited**, a Company registered under the Companies Act, 1956 and a Non-Banking Financial Company, having its registered office at 18, Rabindra Sarani, Poddar Court, 3rd Floor, Gate No.2, Office Room No. 325, Kolkata – 700001 and corporate office at No.1, Ground Floor, Old Airport Road, Domlur Layout, Near Domlur Post Office, Bangalore – 560071, Karnataka (hereinafter referred to as the "**Buyer**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

**AND**

**Capfront Technologies Private Limited**, a company registered under the Companies Act, 2013, having its registered office at No. 1, Second Floor, Old Airport Road, Domlur Layout, Near Domlur Post Office, Bengaluru – 560071, Karnataka – 560071, India (hereinafter referred to as the "Seller", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

The Buyer and the Seller are collectively referred to as the "Parties".

**RECITALS**

A. The Parties entered into a Business Transfer Agreement dated 01 June 2022 ("Principal Agreement") for transfer of the Business on a slump sale basis.

B. Under **Clause 3** of the Principal Agreement, the Purchase Price was agreed as INR 1,00,00,000/- (Rupees One Crore Only).

C. The Parties have mutually agreed to revise the Purchase Price to INR 2,00,00,000/- (Rupees Two Crores Only).

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

**1. Amendment to Clause 3 (Consideration)**

Clause 3 of the Principal Agreement shall stand deleted in its entirety and shall be substituted with the following:

**"3. CONSIDERATION**

1.1 In consideration for the Seller transferring the Business to the Buyer on the terms and conditions set out in this Agreement, the Buyer shall pay a total Purchase Price of INR 2,00,00,000/- (Rupees Two Crores Only) ("**Purchase Price**"). The Parties hereby agree that the Purchase Price is inclusive of all taxes, levies and duties as per applicable laws.

1.2 The Buyer agrees and undertakes to transfer the Purchase Price by way of electronic transfer to the bank account of the Seller as set out in Annexure 4 of this Agreement, unless otherwise communicated in writing by the Seller. ("**Sellers Bank Account**")

1.3 The transaction contemplated in this Agreement is a purchase and sale of the business on a 'going concern basis' and by way of a slump sale on an 'as is where is basis', and that the Purchase Price is a lump sum consideration negotiated between the Parties for the Business in its entirety. The Parties have not allocated any specific portion of the Purchase Price to any asset, right or liability comprised in the Business and any determination of the value of the asset or liability if so, required will be for the sole purpose of payment of stamp duty or other similar Taxes and shall not affect or alter in any way the slump sale nature of the transaction contemplated in this Agreement.

**2. Continuity of Other Terms**

Except as expressly amended by this Amendment, all other terms and conditions of the Principal Agreement shall remain unchanged and continue in full force and effect.

**3. Effect of Amendment**

This Amendment shall form an integral part of the Principal Agreement and shall be read together with it. In case of any inconsistency, this Amendment shall prevail.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment on the date first written above.

For and on behalf of **Vaibhav Vyapaar Private Limited**

VAIBHAV VYAPAAR PRIVATE LIMITED

**Name:** Itha Venkata Raghava Gowrinath
**Designation:** Managing Director

For and on behalf of **Capfront Technologies Private Limited**

CAPFRONT TECHNOLOGIES PVT LTD Bangalore

**Name:** Satya Mallidi
**Designation:** Director