सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA33278839157724U**
Certificate Issued Date	:	01-Jun-2022 04:15 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ INDIRA NAGAR1/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL0892089955418862U
Purchased by	:	CAPFRONT TECHNOLOGIES PRIVATE LIMITED
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	CAPFRONT TECHNOLOGIES PRIVATE LIMITED
Second Party	:	VAIBHAV VYAPAAR PRIVATE LIMITED
Stamp Duty Paid By	:	CAPFRONT TECHNOLOGIES PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

S.W.M.C.S.LTD ★ Head Office : 080-25293330

Please write or type below this line

BUSINESS /ASSET TRANSFER AGREEMENT

This Business /Asset Transfer Agreement ("**Agreement**") is made and entered into on this the 1st day of June, 2022 ("**Execution Date**")

BETWEEN:

VAIBHAV VYAPAAR PRIVATE LIMITED

CAPFRONT TECHNOLOGIES PVT LTD

Vaibhav Vyapaar Private Limited, a Company registered under the Indian Companies Act, 1956 and a non-banking financial service Company, having its registered office at 18, Rabindra Sarani, Poddar Court, 3rd Floor, Gate No.2, office Room No. 325, Kolkata – 700 001, West Bengal and Corporate office at No.1, Ground Floor, Old Airport Road, Domlur Layout, Near Domlur Post Office Bangalore – 560071 Karnataka ("hereinafter referred to as "**Buyer**", which expression shall, unless it be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors, liquidators, receivers and permitted assigns") of the **ONE PART;**

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 Pot office, Bengaluru, Karnataka - 560071, India (hereinafter referred to as **"Seller"** which expression shall, unless be repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors, liquidators, receivers and permitted assigns) of the **OTHER PART.**

(The Buyer and the Seller hereinafter shall be referred to as the "**Parties**" collectively and as a "**Party**" individually).

RECITALS

WHEREAS:

(A) The Seller is inter alia engaged in the business of providing various services to the financial institutions such as banks and NBFCs, etc.

(B) The Buyer is a Non-Banking Financial Company (**NBFC**) registered with the Reserve Bank of India.

(C) Seller has decided to sell its Business (defined as below) to the Buyer and the Buyer has agreed to buy the same on a slump sale basis.

(D) The Parties accordingly desire to record the terms and conditions of the sale and purchase of the Business.

NOW THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions herein set forth, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. **Definitions**: In this Agreement, the following words and expressions, unless inconsistent with the context, shall bear the meanings assigned hereto:

a) **"Agreement"** means this business transfer agreement between the Seller and the Buyer as may be amended from time to time.

b) **"Applicable Law"** means and includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government/ statutory authority, tribunal, board or court.

c) **"Assets"** means the mobile application called LoanFront Application as detailed in

Annexure 1 of the Agreement.

d) **"Books and Records"** means and includes all records, documents, books, payroll ledgers, invoices, marketing and promotion documentation and materials, internal memos and information relating to customers and suppliers, models, tracings, price sheets, art work, formulations, data manuals, processes, operations sheets, formulae, quality control and inspectional data, computer software (object code, and, to the extent transferable, source code) data, accounting files, research and commercial data, catalogues, brochures, training and other manuals, and the like in the possession of or used by the Sellers specifically relating to the Business, excluding the statutory books and records of the Sellers.

e) "**Business Day**" shall mean a day on which scheduled commercial banks are open for business in India.

f) **"Closing"** means the completion of the transfer of the Business by the Seller to the Buyer in accordance with the terms of this Agreement.

g) "**Codes**" shall mean all the codes used and relevant to build of the LoanFront Application.

h) "**Employees**" shall mean the Employees as listed in **Annexure 1A** of the Agreement;

i) "**Encumbrance**" means lien, mortgage, pledge, charge or other security right, right of retention, right of first refusal, pre-emption right, attachment and any other private or public law restriction on the freedom to control, use or exercise;

j) "**Intellectual Property**" means the trademarks as listed in **Annexure 1B** of the Agreement, and other intellectual property rights whether existing or applied for, registered or unregistered forming exclusively part of the Assets, including without limitation copyright, algorithms, software, source code, user interface designs owned by the Seller and used for the purposes of the Business;

k) "**Liabilities**" means the liabilities as listed in **Annexure 1C** of the Agreement;

l) "**Material Adverse Change**" means any change or effect, the consequence of which is, will or is likely to materially and adversely affect (i) the Business; (ii) the ability of the Seller to perform its obligations under this Agreement; or (iii) the validity or enforceability of this Agreement or of the rights of the Buyer;

m) "**Person**" includes any natural person, partnership firm, trust, corporate entity or unincorporated association;

n) "**Tax**" means any applicable direct or indirect taxes social security charges, customs and other duties, which the Sellers are required to pay, withhold or collect, including any income taxes, wealth tax, capital gains taxes, stamp duties, GST, excise taxes, tax deducted at source, social security and pension contributions, environmental taxes or other governmental charges or duties, and any interest, penalties, fines or other additions thereto under the Applicable Laws of India for the time being in force;

o) "**Warranties**" mean the express representations and warranties made by the Seller and Promoter as morefully described in this Agreement and the **Annexure 2** of the Agreement.

p) **Assignment of Trademarks"** means the transfer of the owner's right, title, and interest with respect to the trademark as listed in **Annexure 3**

1.2. **Interpretation**: Except where the context requires otherwise, this Agreement will be interpreted as follows:

a) the Recitals, Schedules and Annexures shall form an integral and operative part of this Agreement;

b) headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;

c) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;

d) any reference to Article, Annexure or Schedule shall be deemed to be a reference to an Article, Annexure or Schedule of this Agreement;

e) any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;

f) words importing the singular shall include plural and vice versa;

g) words denoting any gender shall include all genders;

h) where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is a public holiday then that act, matter or thing shall be carried out or performed on the next following Business Day;

i) use of the words "includes" or "including" means without limitation; and

j) the terms and expressions elsewhere defined in this Agreement shall have the meanings ascribed therein.

2. TRANSFER OF THE BUSINESS

2.1. Subject to the terms and conditions of this Agreement, the Seller hereby agrees to sell, convey, assign, transfer and deliver (as the case may be) to the Buyer and the Buyer hereby agrees to purchase and acquire on an 'as is where is' basis, all right, title and interest in respect of the Business (free of all Encumbrances) as a going concern, by way of a 'slump sale' on and from the Execution Date in accordance with the provisions of this Agreement.

2.2. **Components of Business**: The Business being transferred and assigned pursuant to this Agreement shall comprise the following:

Business: The following assets of the Seller to the extent they primarily relate to the Business shall comprise of the **"Business"**:

(i) Assets;
(ii) Employees;
(iii) Liabilities;
(iv) Intellectual Property;
(v) any other rights that the Seller may have against third parties with respect to the Business.

2.3. It is hereby clarified that this Agreement shall not on its own constitute a conveyance of the Business. Subject to the terms and conditions of this Agreement, the components of the Business that are capable of being transferred through delivery of possession, shall be transferred by delivery and shall be evidenced by the Seller issuing to the Buyer a Bill of Sale (*as described in the Annexure 4 hereinbelow*). All the components of the Business which are incapable of being transferred through delivery shall be transferred by the execution and registration of duly stamped instruments of conveyance.

2.4. The Parties hereto agree that liabilities including the standard compliances (EPF, ESIC) related to payroll, under any statue in relation to any period prior to the Closing including but not limited to any past tax litigations/statutory dues which relate to the period prior to the Execution Date would be of the Seller in all respects and would not be taken over by the Buyer. It is further agreed between the Parties hereto that all liabilities arising under any statute after the Closing shall be borne by the Buyer including but not limited to amounts due and payable to Employees and/or any other person under any contract in relation to the said Business.

3. CONSIDERATION

3.1. In consideration for the Seller transferring the Business to the Buyer on the terms and conditions set out hereunder, the Buyer shall pay a total purchase price of INR 1,00,00,000/- [INR One Crore]/- (**"Purchase Price"**). The Parties hereby agree that the Purchase Price is inclusive of all the Taxes, levies as per the Applicable Laws.

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

3.3. 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 and 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 an 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.

4. TRANSFER ON EXECUTION DATE

VAIBHAV VYAPAAR PRIVATE LIMITED

...OGIES PVT LTD * CAPFRONT TECHNOLOGIES...

4.1. Subject to the terms of this Agreement and unless otherwise agreed by the Parties, Closing shall take place on the Execution Date at the registered office of the Seller.

4.2. On the Execution Date, the following events shall occur simultaneously:

a) The Buyer shall remit the Purchase Price to the Seller Bank Account.

b) Possession and the legal and beneficial ownership of all the Assets shall be transferred by the Seller, free of Encumbrances, to the Buyer by means of physical delivery of such Assets, where applicable and the Buyer shall take delivery of all such Assets. Such transfer shall be by way of issue of a delivery note (the **"Bill of Sale"**) in the form provided in **Annexure 5** in this Agreement.

c) The Employees as mentioned in **Annexure 1A** shall become the employees of the Buyer.

d) Each Party shall execute and deliver such further documents including without limitation, endorsements, consents, assignments and other good and sufficient instruments of assignment as reasonably required to carry out the terms and intent of this Agreement.

5. WARRANTIES

5.1. The Seller agrees and acknowledges that the Buyer is entering into this Agreement in reliance of the Warranties hereunder.

5.2. The Seller represents and warrants to the Buyer that each of the Warranties made by it on which the Buyer is relying for entering into this Agreement, is true and accurate and not misleading as at the Execution Date and undertake to the Buyer to ensure that each of the Warranties shall be restated to be true and accurate at the Execution Date.

5.3. Except for the Warranties, the Buyer acknowledges that the Seller does not make any other express or implied representation or warranty with respect to the Seller or the Business or with respect to any other information provided to the Buyer in connection with the transaction contemplated under this Agreement.

5.4. **Buyer Warranties**: The Buyer hereby represents and warrants to the Seller that each statement contained below (**"Buyer Warranties"**) is true, correct, accurate, complete, and not misleading in any manner as of the Execution Date:

a) The Buyer is a company duly organized and validly existing under Applicable Laws; and has all the requisite power and authority to execute this Agreement and to deliver and perform its obligations hereunder.

b) The Buyer has duly and validly executed and delivered this Agreement and it shall constitute valid, legal and binding obligations of the Buyer, enforceable against it in accordance with its terms.

c) Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated hereby shall: (i) conflict with, result in a breach or violation of, constitute a default under any charter documents applicable to and/or contracts to which the Buyer is a party; or, (ii) any Applicable

Law, judgment or governmental authorization including any financing agreement.

d) The execution, delivery and performance by the Buyer of this Agreement and the consummation of the transactions contemplated hereunder require no governmental authorization or other action or approval by or in respect of, or any filing with, any governmental authority.

e) The Buyer confirms that it has sufficient funds available to make payment of the Purchase Price in the manner contemplated under this Agreement.

5.5. Notwithstanding any investigation conducted before the Execution Date, and notwithstanding any actual or implied knowledge or notice of any facts or circumstances which the Buyer or the Seller, as the case may be, may have as a result of such investigation or otherwise, the Buyer or the Seller, as the case may be, will be entitled to rely upon the Warranties, covenants and/or agreements set forth in this Agreement or in any certificate, schedule or exhibit delivered pursuant hereto.

6. INDEMNIFICATION

6.1. The Seller agrees and undertakes to indemnify, defend and hold harmless the Buyer from and against any or all losses, liabilities, obligations, damages, judgments, costs, expenses (including, without limitation, reasonable attorneys' fees), third party claims, fines, penalties, of any kind or nature whatsoever (**"Losses"** or **"Loss"**) incurred or suffered by the Buyer arising out of or resulting from or solely relating to:

a) any material misrepresentation or breach or default in connection with any of the Warranties;

b) any Taxes relating to the Business for any taxable period (or portion thereof) ending on or prior to the Execution Date in particular any claims relating to tax deduction at source, and professional tax payments; and

c) any obligation or liability of the Seller, arising, as a result of any Tax litigation or arising as a result of any claim(s) that have arisen or which may arise in the future, in relation to Taxes for the period prior to Execution Date, whether assessed prior to the Execution Date or thereafter in respect of the Business.

d) any obligation or liability of the Seller, arising, as a result of any litigation or arising as a result of any claim(s) that have arisen or which may arise in the future, for the period prior to Execution Date, whether assessed prior to the Execution Date or thereafter in respect of the Business.

e) any claim or proceeding by any third party, including a governmental authority, against the Buyer, arising out of any act, deed or omission by the Seller, until the Execution Date for the Business.

6.2. The Buyer agrees and undertakes to indemnify and hold harmless, the Seller from and against any and all Losses incurred or suffered by the Seller to the extent arising out of, relating to or resulting from any of the following:

a) any material misrepresentation or breach of or default in connection with any of the (i) Buyer Warranties and/or (ii) covenants and agreements given or made by the

Buyer in this Agreement, or in a schedule/annexure or exhibit delivered pursuant thereto;

b) relating to the Business for the period after the Execution Date.

6.3. The Party entitled to indemnification (an **"Indemnified Party"**) shall notify the indemnifying party (the **"Indemnifying Party"**) in writing as soon as reasonably practicable after being informed that facts exist (in no event no later than 30 (thirty) days after such knowledge is acquired) which may result in a claim in respect of the indemnification of a Loss pursuant to Clause 6.1 or Clause 6.2, as applicable (a **"Claim"**). Such notice shall specify the facts giving rise to the Claim as understood by the Indemnified Party and shall specify the basis for the Claim and the amount of the Claim.

6.4. If the Claim is pursuant to a claim by a third party (**"Third Party Claim"**):

a) The Indemnifying Party shall have the right to elect, by written notice delivered to the Indemnified Party within 15 (fifteen) Business Days of receipt by the Indemnifying Party of the notice from the Indemnified Party, in respect of the Third Party Claim, at the sole expense of the Indemnifying Party, to participate in or assume control of the negotiation, settlement or defence of the Third Party Claim, provided that:

(i) such will be done at all times in a diligent and *bona fide* matter;

(ii) the Indemnifying Party shall use best efforts to negotiate in good faith; and

(iii) the Indemnifying Party shall not enter into a settlement without the written consent of the Indemnified Party, unless the Indemnifying Parties admit in writing, the liability in respect of the Third Party Claim.

b) If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party and their counsel and shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense.

c) If the Indemnifying Party does not so elect or, having elected to assume such control, thereafter fail to proceed with the settlement or defence of any such Third Party Claim, the Indemnified Party shall be entitled to assume such control. In such case, the Indemnifying Party shall cooperate where necessary with the Indemnified Party and its counsel in connection with such Third Party Claim and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

6.5. In the event that the Indemnified Party incurs any reasonable cost or expense in recovering the amounts due and payable by the Indemnifying Party to the Indemnified Party (the **"Indemnified Amount"**), the Indemnified Party shall be entitled to receive from the Indemnifying Party the amount which it would have received had no such cost/expense (referred above) been incurred.

7. COVENANTS AFTER TRANSFER

7.1. **Intimations**: Within 30 (thirty) Business Days from the Execution Date, the Parties shall jointly intimate all relevant parties, including concerned governmental authorities, regarding the change in ownership of the Business from the Seller to the Buyer.

7.2. **Employees**: The Buyer undertakes to employ all the Employees from Closing (i) on terms and conditions that are no less favourable to the terms and conditions, including compensation levels and benefits, that were provided to such Employees by the Seller immediately prior to the Execution Date; without any interruption or break in service, (ii) on a continuous basis with his or her years of service with the Seller before the Execution Date being credited for the purposes of all benefits. The Parties agree that the Buyer shall be liable for all liabilities arising on account of non-compliance with this Clause.

7.3. **Co-operation**

a) The Parties shall co-operate with each other in the fulfilment of all such acts and formalities and the execution of all such documents as may be required or desirable from time to time after the Execution Date for giving full effect to this Agreement and securing to the Parties the full benefit of all rights conferred upon it in this Agreement and in order to comply with any requirements under Applicable Law (including with respect to any compliance or filing that may be required by any Governmental Authority).

b) The Seller shall execute and perform such further documents and acts as the Buyer may reasonably require effectively to vest the legal and beneficial ownership of the Business to be sold to the Buyer hereunder if the Buyer is free from the Encumbrances and to give effect to the Seller's obligations under this Agreement.

8. TERMINATION AND REMEDIES

8.1. This Agreement may be terminated at any time before the Execution Date:

a) by mutual written consent of the Buyer and the Seller.

b) by any non-breaching Party hereto, with 30 (thirty) Business Days prior written notice (unless the breach has been rectified within the said notice period), if there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of any non-terminating Party hereto.

8.2. In the event this Agreement is terminated pursuant to this Clause, neither Party shall have any obligations to the others hereunder except for those obligations in respect of confidentiality set forth in Clause 9 and the repayment of the money received from the Buyer to the Seller.

8.3. The provisions of Clause 1 (*Definition*), Clause 8.3 (*Survival*), Clause 9 (*Confidentiality*), Clause 10 (*Notices*), Clause 11 (*Arbitration*), Clause 12 (*Governing Law and Jurisdiction*) shall survive the termination of this Agreement.

8.4. Each Party shall be entitled to all remedies they are entitled to under the Applicable Laws, including without limitation, injunction, specific performance, damages etc. for breach of any condition of this Agreement, wrongful termination or on any other count whatsoever.

VAIBHAV VYAPAAR PRIVATE LIMITED

CARFRONT TECHNOLOGIES PVT LTD

9. CONFIDENTIALITY

9.1. It is agreed that the Parties shall maintain absolute confidentiality of the terms of this Agreement and further shall not divulge to any person in any manner at any point of time and shall not make public the sale contemplated herein by issue of press release, public announcement or otherwise, without the prior written consent of the other Party. Provided however, the Sellers and the Buyer shall always be entitled to give such details of this Agreement as any governmental body or person may require for purposes of ensuring closing of this Agreement.

9.2. The Seller and the Buyer shall cause its directors, senior staff and other employees, agents, servants etc. and those of its associates, to comply with the confidentiality obligations in these presents.

10. NOTICE

10.1. Any communication required to be given under this Agreement shall be effective when delivered personally to the Party; or when received either: (i) via certified or registered mail, return receipt requested, postage prepaid; or (ii) via express mail or reputable courier service, by such Party at particulars mentioned in the title clause.

10.2. A Party may designate a different address or person by notice to the other Party, given in accordance with this Clause.

11. ARBITRATION

11.1. Any dispute, controversy, claim or breach arising out of or in relation to this Agreement, including any questions, issues or disputes concerning its existence, validity or termination, shall finally be settled by arbitration to be conducted by Indian Council of Arbitration ('ICA') by a Sole Arbitrator to be appointed by 'President-Arbitration Centre-Karnataka in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder as amended from time to time. The arbitration shall be held in Bangalore, India and shall be conducted in English. The decision of the Sole Arbitrator shall be written, reasoned, final, binding and conclusive on the Parties, and judgment thereon may be entered in any court having jurisdiction over the Parties and the subject matter hereof. When any dispute is under arbitration, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement during the pendency of the arbitration proceedings. During the conduct of Arbitration proceedings, the Parties hereto shall bear the cost of the proceedings. Eventually, all costs and expenses of the Arbitration shall be borne by such Party in such manner as awarded by the Arbitral Tribunal.

11.2. Notwithstanding anything herein to the contrary, nothing contained in this Clause, shall prevent any Party from seeking and receiving injunctive relief or relief of specific performance or any other interim measures, if any and to the extent that such relief or measures are available under the Applicable Laws.

12. GOVERNING LAW AND JURISDICTION

CAPFRONT TECHNOLOGIES PVT LTD

This Agreement is governed by and shall be construed in accordance with the laws of India and the Courts in Bangalore shall have the exclusive injunctive, interpretational, supervisory jurisdiction for the cases arising out of this Agreement.

13. MISCELLANEOUS

13.1 Entire Agreement: This Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

13.2 No Assignment: Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express prior written consent of the other Party.

13.3 Severability: If any provision of this Agreement is determined to be unenforceable, that provision shall be replaced with the valid one that most closely achieves the Parties' intent and the remainder of this Agreement shall remain enforceable.

13.4 Modification: This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and is signed by both the Parties, and no other act, document, or usage shall be deemed to amend this Agreement.

13.5 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute a single agreement.

13.6 Waiver: Neither Party shall by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other Party of any of the provisions of this Agreement. Further, the waiver by either Party of a particular breach of this Agreement by the other shall not be construed as or constitute a continuing waiver of such breach or of other breaches of the same or other provisions of this Agreement.

13.7 Force Majeure Events: Neither Party shall be liable to the other for any default or delay in performance of its obligations under this Agreement to the extent such default or delay is attributable to events beyond the reasonable control of such Party. Such events (the "Force Majeure Events") shall include act of God, fires, explosions, accidents, unusually severe weather conditions, embargoes, wars, riots, pandemics, epidemics, strikes, governmental requirements, and any other similar events. The Party affected by Force Majeure Events an event shall, promptly upon learning of such event and ascertaining that it has or will affect its performance hereunder, give notice to the other Party, stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect.

13.8 Relationships between the Parties: The Parties are independent contractors. Neither Party is an employee, agent or representative of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of the

VAIBHAV VYAPAAR PRIVATE LIMITED

CAPFRONT TECHNOLOGIES PVT LTD

other Party, or to incur any obligation or liability or otherwise bind the other Party.

13.9 Binding: Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

13.10 Cost: All costs relating to the execution of this Agreement in terms of the cost of registration (if any), stamp paper etc. shall be borne by the Buyer. However, all legal charges incurred by the respective Party shall be borne by the Parties individually and the same shall not be pooled and shared.

IN WITNESSES WHEREOF, this Agreement has been signed by the duly authorised representatives of the Parties the day and year first before written.

SIGNATURES

FOR AND ON BEHALF OF VAIBHAV VYAPAAR PRIVATE LIMITED

IVR Gowrinath
______________)
Name: Itha Venkata Raghava Gowrinath
Designation: Managing Director

VAIBHAV VYAPAAR PRIVATE LIMITED

FOR AND ON BEHALF OF CAPFRONT TECHNOLOGIES PRIVATE LIMITED

______________)
Name: Satya Mallidi
Designation:Director

CAPFRONT TECHNOLOGIES PVT LTD

WITNESSES:

1. ______________
Name: Bhawesh Jhabak
Address: 411, 7th Cross Road, 2nd Floor, Domlur, Bangalore - 560071

2. ______________
Name: Shankar Achari
Address: # 9/3 3rd Floor C Cross Basappa Garden
Malleshwaram Bangalore - 560001

Private and Confidential

ANNEXURE 1
List of Assets

S.No.	Particulars
1.	LoanFront Application, All the related Software developed for its functionality Example - Domain name, LMS software, Backend API, Websites, analytical tools and Dashboards etc.
2.	Business intelligence / IP related to LoanFront Application

Annexure 1A
List of Employees

ID Number	Name of Employee	Date of Join	Department	Role
CFT-199	Sabarinathan	14-Oct-19	Technology	QA Team
CFT-374	Eethamukkala Bhargav	23-Oct-20	Risk Technology	Data Engineer
CFT-408	Kishore SV	29-Mar-21	Technology	UI Development
CFT-427	Abhishek Kumar Ray	01-Jul-21	Technology	Mobile App
CFT-411	SIVAPRASAD EV	01-Oct-21	Technology	Mobile App
CFT-420	Bishnu Prasad Mishra	01-Feb-22	Technology	Micro Service
CFT-424	Prakash Tulajappa	01-Mar-22	Technology	Micro Service
CFT-426	Vishnu PP	01-Feb-22	Technology	UI Development
CFT-433	Veerendra Biradar	01-Mar-22	Technology	Micro Service
CFT-441	Guru Prasad Bhadra	01-Apr-22	Technology	UI Development
CFT-437	Sivakumar Eethamukkala	06-Sep-21	Technology	Mobile App
CFT-447	Deepak Kumar Maroo	04-Oct-21	Technology	Micro Service
CFT-448	Debasis Mohanty	01-Apr-22	Technology	QA Team
CFT-458	Tushar Sarmah	01-Dec-21	Technology	Chief Architect
CFT-465	Navaneeth S N	07-Feb-22	Technology	Micro Service
CFT-467	Manda Nageswar Rao	02-Mar-22	Technology	Mobile App
CFT-476	Sheetal Laxman Margale	25-Apr-22	Technology	Mobile App
CFT-481	Mrinal Sinha	16-May-22	Risk Technology	Product Team
CFT-045	Chaitanya Raja	08-Mar-19	Operations	Customer Support - Voice
CFT-053	Prashanth J	03-Apr-19	Operations	Operations
CFT-163	Satya Mallidi	03-Sep-19	Operations	Management

VAIBHAV VYAPAAR PRIVATE LIMITED

CAPFRONT TECHNOLOGIES PVT LTD

CFT-186	Surendra Holla	07-Oct-19	Operations	Repayments - Accounts
CFT-192	Ayesha A	07-Oct-19	Operations	Operations
CFT-213	Jagadeesh RS	29-Oct-19	Operations	Repayments - Accounts
CFT-425	Vinaya K	01-Jul-21	Operations	Repayments - Accounts
CFT-385	Mallikarjuna U	11-10-2020	Operations	Operations
CFT-391	S Chethan	11/23/2020	Operations	Operations
CFT-482	Abhinav ES	5/19/2022	Operations	QA Team
CFT-006	Gowrinath IVR	01-Nov-18	Management	Management
CFT-422	Anand Babu	01-Jan-22	HR	HR
CFT-276	Shankar Achari	06-Jan-20	Admin	Admin
CFT-456	Bhawesh Jhabak	24-Nov-21	Finance	Finance-Controller
CFT-464	Sunil Kumar Reddy K	24-Jan-22	Finance	Account Payables

Annexure 1B

List of Intellectual Property owned by the Seller

Sl. No.	Trademark	Trademark Number	Class
1.	**LoanFront Logo**	**4126104**	**42**

ANNEXURE 1C

List of Liabilities

S. No	Liabilities	Amount
1.	Gratuity of the Employees	Rs. 690726/-
2.	PF, ESI and PT -	Nil

VAIBHAV VYAPAAR PRIVATE LIMITED

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ANNEXURE 2

Representation and Warranties of the Seller

The representations and warranties of the Seller with respect to the Business provided herein are valid as on the Execution Date.

1. **Organization**

   The Seller is a sole owner duly organized, validly existing and in good standing and has all requisite power and authority to operate its Business as it is now being conducted.

2. **Authorization of Agreements**

   a) The Seller has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement and the consummation by Seller at the Closing of the transactions contemplated hereby have been / shall be duly authorized by all necessary corporate actions on the part of the Seller;

   b) This Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

3. **No Conflicts or Violations**

   Except as contemplated by this Agreement, the execution and delivery of this Agreement by the Seller and the performance by it of its obligations under this Agreement including the sale of the Business to the Buyer will not:

   a) violate any provisions of Applicable Laws;

   b) require the Seller, to intimate or inform or notify or obtain any consent, approval, or make any filing with or give any notice to any person.

4. **Assets**

   Save and except as otherwise provided under this Agreement, the Assets that are being sold by the Seller under this Agreement are owned by the Seller and the Seller has the absolute right, title and interest in and to the Assets and has the unrestricted power to legally sell, assign, convey and deliver all rights, title and interest in and to the Assets to the Buyer. The Seller further warrants that, the Assets are free from and clear of any and all Encumbrances, save and except to the extent provided as security to banks and financial institutions for loans availed by the Seller.

5. **Litigation**

   a) There are no actions, suits, show cause notices, investigations or claims by any person or governmental authority, nor any arbitration, legal proceedings or administrative proceedings pending by or against the Seller that are, to the best knowledge of the Seller reasonably likely to have an adverse effect on the Business and, to Seller's knowledge, no circumstances have occurred prior to Closing that could give rise to any actions, suits, investigations, arbitration, legal or administrative proceedings by any person or governmental authority which are reasonably likely to have an adverse effect on the Business.

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b) There is no private or governmental action, suit, proceeding, claim, arbitration or investigation, pending before any agency, court or tribunal, foreign or domestic, which is ongoing, implied or is threatened against the Promoter (whether by way of a counter claim or appeal or otherwise):

- that may restrain, prevent or make illegal, the consummation of the transactions contemplated in this Agreement; or
- that may result in a claim against the Seller for liquidated damages arising from any contract; or
- that may result in a claim against the Seller for a breach of a warranty under any contract; or
- that may affect the right of Buyer to own the Business; or
- that may affect the right of the Seller to operate the Business or own its assets.

c) To the best knowledge and belief of the Seller, no Applicable Laws have been enacted or otherwise adopted resulting in a material adverse effect. To the best of knowledge and belief of the Seller and the Promoter, no order has been made, petition presented, resolution passed, or meeting convened, for the winding up (or any other process, whereby the operation of the Business is terminated or the assets forming a part of the Business are distributed amongst the creditors or shareholders or other contributories) of the Seller or for an administration order against the Seller and there are no proceedings under any insolvency, reorganization, or similar Applicable Laws concerning the Seller and to the Seller's knowledge, no events have occurred which under Applicable Laws may result in any such proceedings.

6. **Business**

a) The Seller does not have any substantial outstanding warranty obligations to any person beyond the applicable standard terms of sale.

b) All policies adopted by the Seller including, without limitation, the policies in relation to price reduction or discount or rebate in relation to the operation of the Business are in consonance with the Applicable Laws.

c) The Seller follows ethical business practices in the operation of the Business. Each project/assignment undertaken by the Seller in relation to the Business have been in material conformity in all respects with all applicable contracts and consents and the Seller does not have any liability with respect to refund relating thereto or other damages in connection therewith. There are no existing or to the best knowledge of the Seller threatened claims against the Seller and there have been no claims against the Seller with respect to the Business to meet specifications or otherwise to conform to such warranty with respect thereto.

7. **Employees**

a) The Seller has verified from the Employees that they are willing and desirous of taking up employment with the Buyer. The Seller has made all contributions required by laws, regulations or terms of employment in respect of all the employees for all periods prior to the Execution Date.

b) All amounts due and payable to the Employees on the date of this Agreement, whether contractually or statutorily required, have been made.

c) The Seller: (i) is generally in compliance with all Applicable Laws, in relation to labour and employment, with respect to Employees, (ii) has withheld and reported all amounts required by law or by agreement to be withheld and reported with respect to wages, salaries and other payments to Employees, and (iii) is not liable for any arrears of wages or any Taxes or any penalty for failure to comply with any of the foregoing with respect to the Employees.

d) The Seller has not received any notice or claim from any governmental authorities with respect to non-compliance of Applicable Laws with respect to the Employees.

8. **Taxes**

a) Seller has filed all applicable Tax returns and reports required to be filed by it in connection with the Business and has paid all corporation, withholding and other Taxes, assessments, fees and other governmental charges payable in connection with the Business. The Seller shall be liable for all taxation (direct and indirect) liabilities of Seller based upon, resulting from, or arising out of or relating to the ownership, operation, or use on or before the Execution Date by the Seller of the Business including without limitation those under the Income Tax Act, 1961, GST, and the rules and regulations framed there under.

b) The Seller has not extended the period for the assessment or collection of any Tax. The Seller has not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to a tax assessment or deficiency.

c) No audit or other examination of any tax return of the Seller by any tax authority is currently in progress, nor has the Seller been notified of any request for such an audit or other examination. No adjustment relating to any tax returns filed by the Seller has been proposed in writing by any tax authority or any representative thereof. The Seller does not have any liability for any unpaid taxes which has not been accounted for or reserved in the Financial Statements other than any liability for unpaid Taxes that may have accrued since the balance sheet dated 31.03.2022 in connection with the operation of the Business in the ordinary course consistent with past practice. As of the balance sheet dated 31.03.2022, the Seller had no liabilities of a nature required to be reflected in its Financial Statements, in accordance with Indian GAAP, and whether due or to become due, which individually or in the aggregate, shall have a material adverse effect on the Seller. There are no actual, pending or, to the knowledge of the Seller threatened Encumbrances or charge against any of the Assets, arising out of or in connection with any failure (or alleged failure) to pay any Tax.

d) The Seller:
   (i) is not a party to, nor has any obligation, under any tax-sharing, tax indemnity or tax allocation agreement or arrangement; or

(ii) is not, nor has ever been, a member of an affiliated, consolidated, combined or unitary group for any period or a party to any joint venture, partnership or other agreement that could be treated as a partnership for tax purposes.

e) There has not been any and there is no contract, including without limitation, the provisions of this Agreement, covering any Employee that, individually or in the aggregate, could give rise to the payment of any amount that would not be deductible as an expense under Applicable Law.

9. **Books and Records**

The Books and Records have been properly maintained and contain a true and complete record in all material respects so as to give a true and fair view of the information recorded therein, and do not contain any misstatement of a material fact or omit any material fact.

10. **Intellectual Property**

a) The Seller has all rights, titles and interests in, or valid and binding rights under contract, as are necessary to use the Intellectual Property as are used in or necessary for the operation of the Business and to the best knowledge of the Seller, no such Intellectual Property is being infringed upon by any other Person.

b) There are no outstanding licenses, agreements, claims, Encumbrances or shared ownership of interests of any kind relating to Intellectual Property owned by the Seller.

c) The Seller has not received any communications alleging that the Seller has violated or, by operating its Business in the ordinary course, would violate any of Intellectual Property of any other person and Seller is not aware of any such allegation.

d) To the best knowledge of the Seller, neither does there exist any actual infringement, nor threatened, by any third party of any Intellectual Property held or used by the Seller (including misuse of confidential information) or any event likely to constitute such an infringement.

e) The Intellectual Property of the Seller is not subject to any security interest, charge, lien, Encumbrances by any third party.

f) No claim has been made or to the best knowledge of the Seller threatened by Employees of the Seller under any statutory inventor compensation provision, or like employee compensation provision, in respect of Intellectual Property used by the Seller.

g) With respect to the Business, the Seller has complied with all Applicable Laws and its respective internal privacy policies relating to the use, collection, storage, disclosure and transfer of any sensitive personal data collected by the Seller or by third parties having authorized access to the records of Seller, if any and to the extent applicable. Seller has not received a written complaint regarding Seller's collection, use or disclosure of sensitive personal data, if any.

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("**Deed**") is made and executed on this 1st day of June 2022 at Bengaluru.

BETWEEN:

Vaibhav Vyapaar Private Limited, a Company registered under the Indian Companies Act, 1956 and a non-banking financial service Company, having its registered office at 18, Rabindra Sarani, Poddar Court, 3rd Floor, Gate No.2, office Room No. 325, Kolkata – 700 001 and Corporate office at No.1, Ground Floor, Old Airport Road, Domlur Layout, Near Domlur Post Office Bangalore 560071 Karnataka ("hereinafter referred to as **"Assignee"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its legal heirs, executors, successors, permitted assigns and permitted transferors)**;**

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 Pot office, Bengaluru, Karnataka - 560071, India (hereinafter referred to as **"Assignor"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its legal heirs, executors, successors, permitted assigns and permitted transferors)

(The Assignor and the Assignee are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**")

WHEREAS:

A. The Assignor is the owner and proprietor of the trademarks listed in Appendix A of this Deed (hereafter referred to as "**Assigned Trademarks**"). The Assigned Trademarks have been applied for registration by the Assignor in favour of it with the office of Trademarks Registry and the registration of the same is pending at the stage of objections issued by the Trademarks Registry. The Assignor is continuously using the Assigned Trademarks in its business without any interruption, dispute or challenge.

B. The Assignor is desirous of assigning to the Assignee the Assigned Trademarks. The Assignor has agreed to assign and transfer irrevocably any and all rights, title and interest in the Assigned Trademarks to the Assignee, as per the terms and conditions stated in this Deed.

DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:

(a) "**Attorney**" shall have the meaning assigned to it under Clause 5 of this Deed;

(b) "**Assigned Trademark**" shall have the meaning stated in **Appendix A**;

(c) "**Intellectual Property Rights**" shall mean the intellectual property rights, including all trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, internet domain names and sub-domains, copyrights and copyright rights, trade dress, business and product names, logos, slogans, and all pending applications for registrations of trademarks, service marks, copyrights and internet domain names and sub-domains, if any, relating to the items listed out in **Appendix A** of this Deed which are solely and exclusively owned by the Assignor;

(d) "**Register of Trade Marks**" shall mean the Register of Trade Marks, as defined under the Trade Marks Act, 1999 (hereafter referred to as 'the Act');

(e) "**Trade Marks Registry**" shall mean the office of Registrar of Trade Marks as established under the Act; and

(f) "**Transfer Date**" means the date of execution of this Deed.

1.2 **Interpretation**

Unless the context otherwise requires in this Deed:

a) Words importing persons or parties shall include firms and corporations and any organizations having legal capacity;

b) Words importing the singular include the plural and *vice versa* where the context so requires;

c) Reference to any law shall include such law as from time to time enacted amended, supplemented or re-enacted;

d) Reference to any gender includes a reference to all other genders;

e) Reference to the words "include" or "including" shall be construed without limitation;

f) Reference to this Deed or any other deed, agreement or other instrument or document shall be construed as a reference to such deed, agreement or other instrument or document as the same may from time to time be amended, varied supplemented or novated;

g) The headings and titles in this Deed are indicative shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof.

2 Assignment of the Trademarks

2.1 In consideration of the sum of Rs. 1,00,00,000/- [Rupees One Crore only] to be paid by the Assignee to the Assignor, the Assignor hereby unconditionally, absolutely, exclusively and irrevocably assign and transfer all right, title, interest, estate and benefit in the Assigned Trademarks (together with all the goodwill attached thereto) to the Assignee, without any limitations or restrictions whatsoever.

2.2 The Assignor undertakes to do any and all acts and execute any and all documents in such manner as may reasonably be required by the Assignee in order to protect, perfect or enforce any of the rights assigned, granted, confirmed to the Assignee pursuant to this Deed.

2.3 The Assignor further undertakes to do all such acts as may be reasonably required on its part to register the Assignment of the Assigned Trademarks with the appropriate Authority including the Trade Marks Registry and extend all its co-operation as may be required by the Assignee to affect such registration at the cost of the Assignee. If Assignor unreasonably fails to execute any documents or perform any act required pursuant to execution of this Deed, the Assignee shall have the right, upon prior notice to the Assignor, to do so in the place and instead of Assignor as the lawfully appointed Attorney of the Assignor and the Assignor undertakes and warrants that Assignor shall confirm and ratify and be bound by any and all of the actions of the Assignee pursuant to this clause.

2.4 The Assignor declares and confirms that on and from the date of execution of this Deed, the Assignee shall be the sole and absolute owner of the Assigned Trademarks and shall have the right to register the Assigned Trademarks anywhere in the world.

3 Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 The Assignor is the sole owner of the Assigned Trademarks and of all rights therein and that it has full power and authority to grant the rights hereby conveyed;

3.1.2 The Assignor has the full and complete property, right, title and interest in the Assigned Trademarks and is the sole and exclusive legal and beneficial owner (free and clear of any liens or encumbrances) of the Assigned Trademarks and has the sole and exclusive rights to the use thereof;

3.1.3 The Assignor has not licensed use of or assigned the Assigned Trademarks to any third party or entered into any agreement under which the Assignor is restricted from assigning the Assigned Trademarks to the Assignee.

3.1.4 The Assignor has not, nor shall at anytime, attempt to register any trademarks (including logo/device/word) consisting of terms, logo or both, which are similar or identical to the Assigned Trademarks capable of use in any form medium or manner. Pursuant to execution of this Deed, the Assignor will not own or use, except as agreed in writing by the Assignee, the Assigned Trademarks either directly or indirectly, for the same or any class(es) of goods or services whatsoever;

3.1.5 The Assignor represents and warrants that no claims, litigation, suits or proceedings with respect to the Assigned Trademarks have been asserted or are threatened by any person. The Assignor further represents that the Assigned Trademarks are not subject to any outstanding decree, order, judgement, or stipulation restricting in any manner the assignment of the Assigned Trademarks to the Assignee as per this Deed.

3.1.6 The Assignor shall keep the Assignee, its promoters, directors, officials, employees, agents, clients/ merchants, vendors and any other related party, indemnified from any claims, penalties, obligations of any kind, suits, claims (whether pecuniary or otherwise) pertaining to the Assigned Trademarks that may arise in connection with the same.

4 ASSISTANCE

The Assignor hereby undertakes to do and perform all such acts, matters, or things and to execute all such deeds and documents, as may be required by the Assignee or considered desirable to give effect to the registration, transfer and assignment of the Assigned Trademarks to the Assignee.

5 APPOINTMENT AS ATTORNEY-IN-FACT

The Assignor hereby irrevocably appoints Assignor's attorney, who is permitted to, in the Assignor's name or otherwise, but for the benefit of the Assignee, and at the Assignee's expense, execute any documents which may be necessary or proper to effect registration of the transfer and assignment of the Assigned Trademarks; to enforce and protect all rights in the Assigned Trademarks under applicable laws; to prevent infringement; to litigate and collect all damages arising from any infringement. The power of attorney shall not be affected by the subsequent disability or incompetence of the Assignor.

6 NOTICES

6.1 Any notice and other communications provided for in this Deed shall be in writing and shall be first transmitted by facsimile transmission, and then confirmed by postage, prepaid registered airmail or by internationally recognised courier service, in the

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manner as elected by the Parties giving such notice to the addresses mentioned hereinabove.

6.2 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile, or (ii) the business date of receipt, if transmitted by courier or registered airmail.

6.3 Either Party may, from time to time, may change its address or representative for receipt of notices provided for in this Deed by giving to the other Party, not less than 10 (ten) days prior written notice of the change.

7 DISPUTE RESOLUTION

7.1 If any dispute arises between the Parties during the subsistence of this Deed or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any of the provisions of this Deed, the Parties shall resolve the dispute in the manner set out above within 30 (thirty) days from the date when the dispute arose, the dispute shall be referred to arbitration by a sole arbitrator to be appointed by the Parties on mutual consent, or, in case of disagreement as to the appointment of the sole arbitrator, to be appointed by 'President-Arbitration Centre-Karnataka in accordance with the Indian Arbitration and Conciliation Act, 1996 and the rules framed thereunder from time to time. The arbitration, if any, shall be held in Bangalore, India and shall be conducted in English.

7.2 The arbitrator's/arbitral panel's award shall be substantiated in writing and the Parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in any competent court of law.

7.3 The provisions of this Clause shall survive termination of this Deed.

8 GOVERNING LAW AND JURISDICTION

This Deed shall be governed and construed in accordance with the laws of India. This Agreement shall be subject to the jurisdiction of the courts in Bangalore, India.

9 MISCELLANEOUS PROVISIONS

9.1 Entire Agreement: This Deed is the entire agreement recording the understanding reached between the Parties in respect to matters concerning this Deed, and supersedes any previous agreement or understanding entered into between the Parties with respect to the assignment of the Intellectual Property Rights specified in Annexure A.

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9.2 Amendments and Waiver: No modification or amendment to this Deed and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and agreed to by both Parties.

9.3 Severability: If any provision of this Deed or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Deed 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 Deed shall be valid and enforceable to the fullest extent permitted by law.

9.4 General Compliance: The Parties agree that they shall, in performance of this Deed, comply with all legal and regulatory requirements as may be applicable from time to time.

9.5 Reservation of Rights: No forbearance, indulgence or relaxation or inaction by the Assignee at any time to require performance of any of the provisions of this Deed shall in any way affect, diminish or prejudice the right of the Assignee to require performance of that provision at a later point of time. Any waiver or acquiescence by the Assignee of any breach of any of the provisions of this Deed shall not be construed as a waiver or acquiescence of any right under or arising out of this Deed, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Deed.

9.6 Further Assignment: The Assignee shall have the unrestricted right to assign or otherwise dispose of this assignment or of any of its rights hereunder, in whole or in part.

9.7 Other Documents: The Assignor shall deliver to the Assignee any further documents that may be necessary to effectuate the purposes of this assignment and to convey to the Assignee all rights in the Intellectual Property.

9.8 Tax Liability: Each Party shall bear and fully comply with all their respective tax liabilities arising from the provisions of this Deed.

9.9 Relationship: Nothing contained in this Deed shall constitute a partnership between the Parties or authorise any Party to act as an agent of the other except to the extent specifically agreed in writing.

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IN WITNESS WHEREOF, the Parties have executed this Deed as of the date first written above.

SIGNATURES

FOR AND ON BEHALF OF VAIBHAV VYAPAAR PRIVATE LIMITED

_____________________)

Name:
Designation:

FOR AND ON BEHALF OF CAPFRONT TECHNOLOGIES PRIVATE LIMITED

_____________________)

Name:
Designation:

WITNESSES:

1. _____________________

   Name: Bhawesh Jhabak
   Address: 411, 7th Cross Road, 2nd Floor, Domlur, Bangalore -560071

2. _____________________

   Name: Shankar Aclani
   Address: # 9/3 3rd Floor C Cross Bayappa Garden Malleshwaram Bangalore- 560001

Private and Confidential

Appendix A

Sl. No.	Trade Mark	Application Number	Class & Description	Status
1.	LoanFront Logo	4126104	42 & LOANFRONT WITH DEVICE	Registered

ANNEXURE 4 – SELLER BANK ACCOUNT

Name of the Account Holder: 0002050797

Type of the Account: Current Account

Name of the Bank: ICICI Bank Limited

IFSC Code: ICIC0000002

Branch: M G Road, Bangalore

Private and Confidential

ANNEXURE 5 -BILL OF SALE

This Bill of Sale ("**Bill of Sale**") is made on the 1st day of June 2022, by **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 Pot office, Bengaluru, Karnataka - 560071, India (hereinafter referred as "**Seller**"), in favour of **Vaibhav Vyapaar Private Limited,** a Company registered under the Indian Companies Act, 1956 and a non-banking financial service Company, having its registered office at 18, Rabindra Sarani, Poddar Court, 3rd Floor, Gate No.2, office Room No. 325, Kolkata – 700 001, West Bengal and Corporate office at No.1, Ground Floor, Old Airport Road, Domlur Layout, Near Domlur Post Office Bangalore 560071 Karnataka, (hereinafter referred as "**Buyer**") pursuant to the Business Transfer Agreement dated 1st June, 2022 executed by the aforesaid Parties.

All capitalised terms used herein but not defined shall have the meaning set forth in the Business Transfer Agreement.

The Seller acknowledges that in consideration of the Purchase Price payable in the manner contemplated under the Business Transfer Agreement, all the assets, property, rights, and interests of the Assets, as specifically mentioned in Annexure 1B of the Business Transfer Agreement is transferred to and in favour of the Buyer in accordance with the terms of the said Business Transfer Agreement.

IN WITNESS WHEREOF, the parties have executed under seal, or caused to be executed by their duly authorized corporate officers and their corporate seals affixed, this Bill of Sale all as of the date first above written.

For **Capfront Technologies Private Limited**

Name:
Designation:

For **Vaibhav Vyapaar Private Limited**

Name:
Designation: