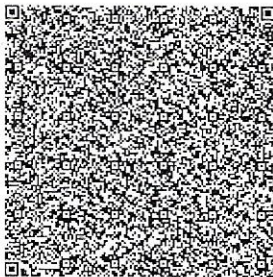


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No. : IN-KA28988466868551P
 Certificate Issued Date : 08-Nov-2017 04:08 PM
 Account Reference : SHCIL (FI)/ ka-shcil/ KORAMANGALA2/ KA-BA
 Unique Doc. Reference : SUBIN-KAKA-SHCIL08291473677932P
 Purchased by : UNIMECH AEROSPACE AND MANUFACTURING PVT LTD
 Description of Document : Article 52 Transfer
 Description : TRANSFER AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : UNIMECH CONSULTING ENGINEERS
 Second Party : UNIMECH AEROSPACE AND MANUFACTURING PVT LTD
 Stamp Duty Paid By : UNIMECH AEROSPACE AND MANUFACTURING PVT LTD
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)



Ref
 Authorised Signatory
 Stock Holding Corporation of India Ltd.

-----Please write or type below this line-----

TRANSFER OF BUSINESS

THIS AGREEMENT

■made on this 1st day of November, 2017 at Bangalore by and between;

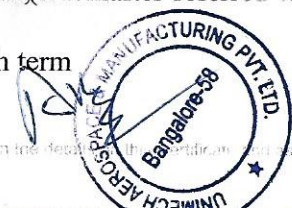
M/s Unimech consulting Engineers, a

■Proprietorship concern having its Principal place of business at 94/1, Ashwin Nilayam, 23rd Cross, Ittamadu

Bangalore-560085, Karnataka and Represented herein by its Proprietor ■hereinafter referred to

Ms. Rashmi Anilkumar, (hereinafter referred to as "Transferor" Which term and expression shall unless

120



M/sUnimech consulting Engineers, a Proprietorship concern having its Principal place of business at 94/1, Ashwin Nilayam, 23rd Cross, Ittamadu Bangalore-560085, Karnataka and Represented herein by its Proprietor **Ms.Rashmi Anilkumar**, (hereinafter referred to as "the **Transferor**" which term and expression shall unless repugnant to the context or meaning thereof includes his legal heirs, successors and assigns) of the **ONE PART**.

AND

M/s UNIMECH AEROSPACE & MANUFACTURING PRIVATE LIMITED, a Company incorporated under the Companies Act, 2013 and having its Registered Office at #20/B, JCR Campus, Shed No.1, Peenya Industrial Estate, Bangalore – 560058, Karnataka, represented herein by its Director and Authorized Signatory, **Mr.Anil Kumar Puttan** (hereinafter referred to as "the **Transferee**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors-in-interest and assigns) of the **OTHER PART**.

WHEREAS:

- A. The Transferor is in the business of Manufacturing of Aerospace tools ("**Business**") and has established its business including business contracts, hiring man power, etc for conducting its operations;
- B. The Transferor has been operating business at 94/1, Ashwin Nilayam, 23rd Cross, Ittamadu, Bangalore-560085, Karnataka under the name and style of M/s Unimech consulting Engineers hereinafter referred to as the "**Undertaking**";
- C. The Transferor is desirous of transferring his Undertaking as "a Slump Sale" on "as is where is" basis, which includes fixed assets, lease hold assets, etc. ("**Business Assets**") to the Transferee and the Transferee is desirous of purchasing and acquiring the said Assets for a net consideration; and
- C. The Transferor has agreed to sell and transfer to the Transferee and the Transferee has agreed to buy and acquire from the Transferor, the aforesaid Undertaking on "as is where is" basis for a lump sum consideration and subject to the terms, conditions and provisions set forth hereinafter.



NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

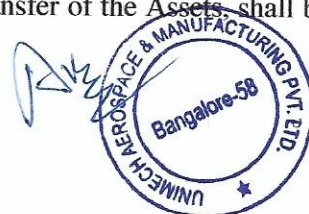
1. Transfer of Business Assets

Subject to the provisions of this Agreement, the Transferor agrees to sell, transfer and assign, as the case may be, to the Transferee and the Transferee agrees to purchase, and accept, as the case may be, from the Transferor, free from encumbrances, all rights, title and interest of the Transferor in and to the Transferor's Business Assets; as a SLUMP SALE on "as is where is" basis, as mentioned in Annexure I to this agreement, effective from 1st day of Nov, 2017 ("Transfer Date"):

- 1.1 All the existing lease hold rights of the Commercial Premises of the Undertaking situated at 94/1, Ashwin Nilayam, 23rd Cross, Ittamadu Bangalore-560085, Karnataka wherein the Transferor's Business Assets are situated and which is the place of business of the Transferor from where it manufacture the tools through its team of employees to its various customers;
- 1.2 All the assets and facilities comprising of Fixed Assets, Machineries, Equipments, Furniture and Fixtures etc. forming part of or used in the Business of the Transferor and identified by the parties separately;
- 1.3 All the Employees currently employed by the Transferor and engaged in providing the contracted Services to its customers on the existing terms of employment with continuity of service from the Transfer Date and identified by the parties separately;

2. Transfer Price

- 2.1 In consideration of the Transfer of Business Assets as aforesaid, the Transferee agrees to pay to the Transferor a purchase consideration ("Transfer Price") equivalent to book values of the business assets less liabilities taken over as per the audited Balance Sheet as at 31st day of October 2017 as briefly described in Annexure I to this agreement, and it is agreed that such Transfer Price shall be debited in transferee's books and shall be paid/settled as and when mutually agreed upon
- 2.2 It is agreed between the Parties that the Transfer Price payable by the Transferee to the Transferor is an 'all inclusive' consideration and hence all taxes, including VAT, Stamp duty, Registration Charges, if any, payable on the sale and transfer of the Assets, shall be borne by the Transferor.



3. Termination

This Agreement is liable to be terminated, subject to mutual acceptance of the Parties and on the terms and conditions that may be agreed between them.

4. Miscellaneous

- a. This Agreement is not assignable by either Party, without the express consent of the other.
- b. Each Party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsel.
- c. Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.
- d. This Agreement along with its Annexure, if any, contains the entire agreement of the Parties hereto with respect to the transactions envisaged in this Agreement, superseding all negotiations, prior discussions, preliminary agreements, memoranda or heads of agreements made prior to the date hereof.
- e. This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of the Transferor and the Transferee.
- f. This Agreement is solely for the benefit of the Parties and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.
- g. The Parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with the terms hereof and that the Parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.



- h. Either Party to this Agreement may (a) extend the time for performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto or (c) waive compliance with any of the Agreements or conditions of the other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights.
- i. This Agreement is entered into in a spirit of goodwill and the Parties covenant with each other that each Party will render at all times all reasonable assistance in its power to facilitate successful implementation of this Agreement and/or provide any information or document in its possession, which the other Party may reasonably require for the purpose of this Agreement.
- j. The Transferor shall, at the request of the Transferee, execute and deliver to the Transferee all such further instruments, deeds, assignments, assurances and other documents and shall do and perform such further acts and deeds as the Transferee may reasonably request in connection with the carrying out the purpose of this Agreement and the transactions envisaged in this Agreement.

5. Indemnity

The Transferor shall indemnify, defend and hold harmless the Transferee from and against any Losses which may be incurred or suffered by the Transferee and which may arise from or out of:

- a. Any breach of any Warranty, obligations, covenants, undertakings or agreement of the Transferor set forth in this Agreement except the leasehold rights;
- b. Any demand or claim for payment of any taxes, duties, levies, charges, cess, penalties, interest or costs (collectively "Taxes"), which the Transferor has failed to pay or discharge, in respect of the Assets relating to the period prior to the Closing Date, whether or not such claim or demand is made prior to or after the Closing Date and



- c. Any demand or claim in respect of title or ownership of the Assets forming part of this Agreement.

6. Dispute Resolution

The Parties shall make endeavors to settle by mutual conciliation any claim, dispute, or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, the activities performed hereunder, or the breach hereof. Any Dispute which cannot be resolved through such conciliation shall be referred by the Parties to the exclusive jurisdiction of courts in Chennai City only.

7. Notices

Any notice required or permitted to be given hereunder shall be in writing and addressed to the Parties at the respective addresses first above written in this Agreement and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service, airmail or registered mail or (iii) sent prepaid by facsimile or other similar means of electronic communication (with confirmed receipt). However, any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the other in the manner aforesaid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Transferor

For M/s Unimech Consulting Engineers

x (R)
Proprietor 

Witness:

1. 

2. 

Transferee

for Unimech Aerospace & manufacturing private Limited

(b) P 
Director & C.E.O 

Witness:

3. 

4.

Annexure 1

Statement of Assets & Liabilities

Particulars	Amount in Rs.	Amount in Rs.
Fixed Assets	43,47,238	
Current Assets	15,45,940	
Total Assets (A)		58,93,178
Less:		
Loans and Liabilities	36,78,486	
Current liabilities	1,16,357	
Total liabilities (B)		37,94,843
Net Assets (A-B)		20,98,335
Add Goodwill		13,01,665
Total Consideration Payable		34,00,000

2022

