

BUSINESS TRANSFER AGREEMENT

DATED: 09th February, 2022

BETWEEN

**CEG TEST HOUSE AND RESEARCH CENTRE PRIVATE
LIMITED**

MR. VISHWAS JAIN

DR. RENU JAIN

AND

IRCLASS SYSTEMS AND SOLUTIONS PRIVATE LIMITED



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BUSINESS TRANSFER AGREEMENT

This business transfer agreement ("**Agreement**") is made at Mumbai on this 9th day of February, 2022 ("**Execution Date**"):

BY AND AMONGST:

- (1) **CEG TEST HOUSE AND RESEARCH CENTRE PRIVATE LIMITED**, a company limited by shares, incorporated under the Companies Act, 1956, and having its registered office at 1st Floor, B-11(G) Malviya Industrial Area Jaipur, Rajasthan, India, 302017 (hereinafter referred to as the "**Seller**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **FIRST PART**;
- (2) **MR. VISHWAS JAIN**, son of Mr. Late Mr PM Jain resident of India and residing at N-79/80, Adinath Nagar, JLN Marg, JAIPUR, Rajasthan, India 302018 having Permanent Account Number ABTPJ7674H (hereinafter referred to as "**Promoter 1**", which expression shall, unless repugnant to the context thereof, include his heirs, successors and permitted assigns), of the **SECOND PART**;
- (3) **DR. RENU JAIN**, daughter of Late Mr HS Jain resident of India and residing at N-79/80, Adinath Nagar, JLN Marg, JAIPUR, Rajasthan, India 302018 having Permanent Account Number ABPPJ4601C (hereinafter referred to as the "**Promoter 2**", which expression shall, unless repugnant to the context thereof, include her heirs, successors and permitted assigns), of the **THIRD PART**;

AND

- (4) **IRCLASS SYSTEMS AND SOLUTIONS PRIVATE LIMITED**, a company limited by guarantee, incorporated under the Companies Act, [2013], and having its registered office at 52 A, Adi Shankaracharya Marg, Opposite Powai Lake, Powai, Mumbai, Maharashtra, India 400072 (hereinafter referred to as the "**Purchaser**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the **FOURTH PART**.

Promoter 1 and Promoter 2 are hereinafter collectively referred to as the "**Promoters**". The Seller, the Promoters and the Purchaser are hereafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- (A) The Seller is currently, *inter alia*, engaged in the business of food and agriculture testing, drugs and pharmaceutical products testing, water testing, environmental monitoring and testing and Ayush and herbal products testing ("**Business**").
- (B) The Purchaser is currently, *inter alia*, engaged in the business of Third Party Inspection, ISO Management Certification Service and Testing ("**Purchaser's Business**").
- (C) The Seller has agreed to sell, convey, assign, deliver and transfer the Business to the Purchaser and the Purchaser has agreed to, based on the Representations and Warranties (as defined below) and subject to the terms and conditions set out in this Agreement, purchase from the Seller, the Business (including the Business Assets (as defined below), Assumed Liabilities (as



defined below) and other obligations as defined in this Agreement) as a going concern on a Slump Sale (as defined below) basis upon payment of Consideration (as defined below).

- (D) The Parties are desirous of entering into this Agreement to record the terms and conditions agreed between them in relation to the sale of the Business from the Seller to the Purchaser, as hereunder mentioned.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties) and based upon the covenants and undertakings set forth herein, it is hereby agreed by and between the Parties hereto as follows:

1. DEFINITIONS

- 1.1 In this Agreement, the following terms, as used herein shall have the following meanings respectively, unless there be something in the subject or context inconsistent therewith:

"Accounts Payable" means money payable to the suppliers, employees, or service providers relating to the Business, all existing as on the Closing Date, the details of which are set out in **Schedule 1**. The Seller may, with the prior approval of the Purchaser, make requisite changes to this **Schedule 1** on the Closing Date and Accounts Payable shall include all such changes made by the Seller.

"Accounts Receivable" means trade receivables, loans and advances, and other receivables relating to the Business, existing as on the Closing Date, the details of which are set out in **Schedule 2**. The Seller may, with the prior approval of the Purchaser, make requisite changes to this **Schedule 2** on the Closing Date and Accounts Receivable shall include all such changes made by the Seller.

"Affiliate" of a Person (the **"Subject Person"**) shall mean,

- (a) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons and whether alone or in combination with one or more other Persons, Controls, is Controlled by or is under common Control with the Subject Person;
- (b) in the case of any Subject Person that is a natural person,
 - (i) any other Person that, either directly or indirectly through one or more intermediate Persons and whether alone or in combination with one or more other Persons, is Controlled by the Subject Person,
 - (ii) any other Person who is a Relative of such Subject Person; or
 - (iii) any member of a Hindu undivided family of which such Subject Person is a karta or member.

"Agreement" means this Business Transfer Agreement together with all the Schedules to this Agreement and all agreements between the Parties supplemental to and/ or in amendment and/ or in confirmation of this Agreement, made in accordance with this Agreement.

"Applicable Laws" means any statute, law, bye-law, enactment, regulation, ordinance, policy, treaty, rule, notification, direction, directive, guideline, requirement, license, rule of common law, order, decree, judgment, or any restriction or condition, or any similar form of decision of, or determination application or execution by, or interpretation or pronouncement having the



force of law of, any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the Execution Date or thereafter, in any jurisdiction or political subdivision.

"Assumed Liabilities" has the meaning ascribed to it in Clause 2.1.4.

"Business" has the meaning ascribed to it in Recital A read with Recital C.

"Business Assets" means all assets, properties, rights and all other assets, whether moveable or immovable, tangible or intangible, of whatsoever nature and wherever situate, each of which as on the Closing Date relates to or is used for conducting the Business (other than the Excluded Assets which are not related to the undertaking/ business to be acquired by the purchaser), comprising of the following, on as is where is and whatever there is basis: (i) Contracts; (ii) Books and Records; (iii) Intellectual Property Rights; (iv) Movables; (v) Accounts Receivable as set out in **Schedule 2**; (vi) Employees and Employee Benefit Funds; (vii) Permits, and:

- (a) Seller's client data base as set out in **Schedule 3**;
- (b) quotas, rights (including, *inter alia*, rights under the Contracts), entitlements, privileges, all other claims, rights and benefits, power and facilities of every kind, nature and description whatsoever, utilities and services, provisions, funds, benefits of all agreements, contract and arrangements and all other interests, entered into in respect of the Business;

"Business Day(s)" means a day on which commercial banks are open for business in Mumbai, Maharashtra and/or Jaipur, Rajasthan.

"Books and Records" means the following of the Seller, solely in relation to the Business, details of which are more specifically set out in **Schedule 4** (i) all records, files and documents in relation to (including a list of) the customers, suppliers, service providers and other records, files, books and documents including customer data such as the name of the contact person, address and email address of the contact person and history in relation to every customer including all credit information and other commercial, marketing and financial records, divisional accounts, files, books, documents; (ii) books, records, technical information and material embodying testing procedures relating to the Business, and other information including, data, designs, specifications, manuals, instructions (including those required for testing and incidental purposes); (iii) records, files and documents, including copies of invoices, agreements, etc. executed by the Seller in relation to the Movables and other Business Assets; in any form including hard copy, digital form, computer disks, tapes or other machine readable format; (iv) business plans including databases containing market information and forecasts, notices, enquiries, orders, correspondence; (v) copies of Taxation records; (vi) copies of records required by Applicable Law to be maintained and/or retained by the Seller including in relation to the Permits; and (vii) personnel records (including, without limitation, all personnel, human resources and other records and current position and base annual compensation) and employee benefit plans, if any, pertaining to the Employees.

"Closing" has the meaning ascribed to it in Clause 5.1.

"Closing Date" has the meaning ascribed to it in Clause 5.1.

"Conditions Precedent" has the meaning ascribed to it in Clause 4.1.

"Confidential Information" means (a) all information in respect of the Business (whether in writing, verbally or by any other means) whether before, on or after the Execution Date (but on or prior to the Closing Date) including, without limitation, information relating to the



products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, supplier and customer names and details, performance of the Business, market opportunities and information, and business affairs such information which is useful or necessary for the success or growth of the Business and/or otherwise relating to the Business, (b) the contents of this Agreement and the Transaction Documents; and/ or (c) any information that is not in the public domain regarding any other Party and/ or its Affiliates that has become known to such Party in the course of negotiating and/ or completing the transactions contemplated in the Transaction Documents.

"Control" means (a) when used with respect to any Person, the right to appoint majority of the directors of a company or to control the management or policy decisions exercisable by a Person or Persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner, and (b) when used with respect to any share/ security, the possession, directly or indirectly, or the power to vote, or to direct the voting of, such share/ security or the power to dispose of, or to direct the disposition of, such share/ security which are in majority.

"Consideration" has the meaning ascribed to it in Clause 3.1.

"Contracts" means all contracts, entered into by the Seller in relation to the Business prior to the Closing Date which are in effect (in whole or in part) as at the Closing Date (including all rights, entitlements, privileges, obligations, benefits and all other interest accruing under such contracts) and includes any agreements, commitments, understandings, binding arrangements, licenses, and all other forms of engagements, arrangements of any kind or nature, express, implied, written or oral, to the extent that they relate to the whole or any part of the Business as at the Closing Date. Details of all such contracts are set out in **Schedule 5**. The Seller may, with the prior approval of the Purchaser, make requisite changes to this **Schedule 5** on the Closing Date and Contracts shall include all such changes made by the Seller.

"CP Completion Notice" has the meaning ascribed to it in Clause 4.3.1.

"Dispute" has the meaning ascribed to it in Clause 13.12.1.

"Employees" means the employees of the Seller, as provided in **Schedule 6** who are employed in relation to the Business as on the Closing Date and who shall on the Closing Date be employed by the Purchaser pursuant to the transfer of the Business, as provided in this Agreement. The Seller may subject to the prior written approval of the Purchaser, make requisite changes to this **Schedule 6** on the Closing Date and Employees shall include all such changes made by the Seller.

"Employee Benefit Funds" means the employee benefit funds/schemes maintained by the Seller in relation to the Employees, a list of which has been provided in **Schedule 7**. The Seller may, subject to the prior written approval for the same from the Purchaser, make requisite changes to this **Schedule 7** on the Closing Date and Employee Benefit Funds shall include all such changes made by the Seller.

"Encumbrance" means any (i) encumbrance including without limitation any security interest, claim, debenture, mortgage, pledge, charge (fixed or floating), hypothecation, lien, lease, deposit by way of security, bill of sale, assignment, title retention, option or right of pre-emption, right to acquire, right of first refusal, right of first offer or similar right, assignment by way of security or trust arrangement for the purpose of providing security or other security interest of any kind (including any retention arrangement), beneficial ownership (including usufruct and similar entitlements), public right, common right, wayleave, easement, any provisional or executorial attachment and any other direct interest held by any third party, (ii) restriction or limitation of any nature whatsoever on use, transfer, receipt of income or exercise



of any other attribute of ownership, or any other agreement or arrangement which has the effect of conferring security of any kind whatsoever; or (iii) any adverse claim as to title, possession or use which has an adverse effect on the title or marketability of a property, which shall include any agreement, and/or commitment and/ or consent to create an encumbrance of whatsoever nature having such adverse effect; or (iv) any agreement to create any of the foregoing. The term "Encumber" shall be construed accordingly.

"Environmental Laws" shall mean all Applicable Laws, including applicable central, state, local statutes, rules and regulations, judicial and administrative orders, issued, promulgated or entered into by any Governmental Authority, concerning any health and safety, environment, preservation or reclamation of natural resources, or to the management, handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation and any and all hazardous substances, in each case related to the Business.

"Event" has the meaning ascribed to it in Clause 10.1.

"Excluded Assets" has the meaning ascribed thereto in Clause 2.1.3.

"Excluded Business" means the business of construction material testing, geo-technical investigation and non-destructive testing carried out by the Seller (i.e., not related to the business to be acquired by the purchaser).

"Excluded Liabilities" has the meaning ascribed thereto in Clause 2.1.5.

"Execution Date" means the date of execution of this Agreement.

"Force Majeure Event" means any event or combination of events or circumstances beyond the control of a Party which cannot:

- (a) by the exercise of reasonable diligence, or
- (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:
 - (i) acts of God i.e., fire, draught, flood, earthquake, epidemics and other natural disasters;
 - (ii) pandemics or government lockdowns; For avoidance of doubt, covid-19 or any type of variant of covid-19, and its impact shall not be considered as a force majeure event excluding the period of full lockdown by the government, if any;
 - (iii) strikes or lock-outs;
 - (iv) any change in Applicable Law; or
 - (v) any event or circumstances analogous to the foregoing.

"Governmental Authority" means any government, or any governmental, non-governmental, legislative, executive, administrative, fiscal, judicial or regulatory, authority, body, board, ministry, political subdivision, department, commission, corporation, company, entity, tribunal, agency, instrumentality or other Person under the direct or indirect control of President of India or the Government of India or any of its states, any local authority or any other authority exercising legislative, executive, administrative, fiscal, judicial or regulatory powers or functions (including any court, tribunal, mediator or arbitrator of competent jurisdiction) conferred under Applicable Law or any legislative body, regulatory, statutory or administrative authority, agency or commission or any court, board, bureau, instrumentality, tribunal or judicial or quasi-judicial body, having jurisdiction over the matter in question, whether as of the date of this Agreement or thereafter, in any jurisdiction or political sub-division and includes any relevant Tax authority.



"Indemnified Persons" has the meaning ascribed to it in Clause 10.1.

"Indian Rupees" or **"INR"** means the lawful currency of India.

"Intellectual Property Rights" means all of the following legal rights, title or interest in, under or in respect of the following arising under Applicable Law, whether or not filed, perfected, registered or recorded, including all renewals, which are existing as on Closing Date and related to the Business: (a) copyright, patents, database rights, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and rights to apply for registration, of any of the foregoing rights; (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world; (d) all copies and tangible embodiments of any of the foregoing (in whatever form or medium) and other papers, documents, records, etc. in relation to the same; and (e) intellectual property rights in relation to the Business; including the right to sue for past, present or future infringement, misappropriation or dilution of any of the foregoing, in relation to the Business. For the avoidance of doubt, it is clarified that the trademarks of the Seller including without limitation trademarks having name "CEG" or its combination shall not form part of this definition and Business.

"Intellectual Property [Assignment / License] Agreement" means the agreement entered into between the Seller as the [assignor / licensor] and the Purchaser as the [assignee/ licensee] in relation to the brand of the Seller associated with the Business, the validity of which shall be for a period of one (1) year.

"Lease Agreement" means the lease agreement to be entered into between CEG Technoconsult Private Limited as the lessor and the Purchaser as the lessee in relation to the Leased Premises.

"Leased Premises" means first, and the second floor of the premises situated at CEG Tower, B-11 (G), Industrial Area, Malviya Nagar, Jaipur, Rajasthan, 302017.

"Long Stop Date" has the meaning ascribed to it in Clause 5.1.

"Loss" has the meaning ascribed to it in Clause 10.1.

"Material Adverse Effect" means any event, occurrence, fact, condition, change, development or effect that is or is likely to adversely affect, (i) the Business, operations, financial conditions, properties of the Business (including intangible properties) or the Business Assets (including intangible assets); (ii) the ability of the Parties to perform or comply with their obligations under the Transaction Documents; or (iii) the validity or enforceability of the Transaction Documents or of the rights and remedies of the Parties thereunder.

"Movables" means all movable assets wherever situate, each of which as on the Closing Date relates to or is used for conducting the Business including the following: (i) all instruments, equipment, tools, plant, machinery and other articles (e.g., fixtures, sanitary installations, microbiological laboratory, fixed cabinets) used in relation to the Business and consumable stocks, reagents, reference material, spare parts inventory and annual maintenance contracts of the laboratory equipment's in relation to the Business, details of which are set out in **Schedule 7** (ii) all reagents, packed and unpacked details of which are set out in **Schedule 8**; (iii) repair and maintenance equipment and stock in relation to the Business. Further details of the Movables in relation to the Business are set out in **Schedule 7**. The Seller may, make requisite changes to this **Schedule 7** on the Closing Date, with the prior approval of the Purchaser, and the Movables shall include all such changes made by the Seller.

"NABL" means National Accreditation Board for Testing and Calibration Laboratories.



"NABL Certificate" means the certificate of registration issued by the NABL to the Seller dated 02nd March, 2021 bearing reference no. TC-5843, in respect of the Business and the Excluded Business.

"NABL Revised Certificate" means the certificate of registration issued by the NABL to the Seller or directly to the Purchaser (as the case may be), in respect of the Business covering such scope of accreditation as approved by the NABL.

"Permits" means all formal statutory approvals, consents, permits, licenses, certificates, registrations, accreditations, empanelment approvals and similar authorizations issued or granted by the relevant governmental and regulatory authorities under or pursuant to Applicable Law, related specifically to the conduct of the Business including the Permits as set out in **Schedule 9**. The Seller may subject to the prior written approval for the same from the Purchaser, make requisite changes to this **Schedule 10** on the Closing Date and Permits shall include all such changes made by the Seller.

"Person" means an individual, a limited liability company, joint venture, corporation, partnership, limited liability partnership, association, trust, a division or operating group of any of the foregoing or other entity or organisation (whether or not having a separate legal personality).

"Purchaser's Business" has the meaning assigned to it in Recital B.

"Purchaser's Response Notice" has the meaning assigned to it in Clause 4.3.2.

"Recipient" has the meaning assigned to it in Clause 13.3.3.

"Relatives" has the meaning given to it in the Companies Act, 2013.

"Representations and Warranties" means the representations and warranties of the Seller and each of the Promoters as provided in **Schedule 11**.

"Representatives" has the meaning ascribed to in Clause 13.3.1.

"Restricted Parties" has the meaning ascribed to in Clause 11.1.

"Restricted Transaction" has the meaning ascribed to in Clause 7.3.1.

"Slump Sale" shall have the meaning ascribed to it in Section 2 (42C) of the Income Tax Act, 1961.

"Tax" or "Taxation" means (a) any and all forms of taxes (direct and indirect), duties, imposts, levies, premiums, impositions, transfer charges, cess, surcharge, charges in the nature of tax and any fine, cost, penalty or interest connected therewith or other amount, whenever or wherever created or imposed by, or payable on own account or in a representative capacity to any Tax Authority in India or other jurisdictions applicable to the Seller and/ or the Business, including, without limitation, corporate tax, income tax, dividend distribution tax, interest tax, withholding taxes, capital gains tax, value added tax, gift tax, wealth tax, sales tax, goods and services tax, service tax, stamp duty, registration fees, foreign travel tax, octroi, turnover tax, excise duty, customs duty, import duty, development cess, rates, property tax or other tax of whatever kind (including, without limitation, any fee, assessment or other charges in the nature of or in lieu of any tax) that is imposed by any Governmental Authority; and (b) any interest, fines, penalties or additions resulting from any items described in this paragraph or any related contest or dispute; and (c) any items described in this Clause that are attributable to another



Person but that the Seller is liable to pay and/or withhold by Applicable Law, by contract or otherwise, whether or not disputed.

"Tax Authority" means any revenue, customs, fiscal, governmental, statutory, state, provincial, local governmental or municipal authority, body or Person responsible for Tax.

"Tax Returns" means any return, estimated tax declaration, other declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Transaction" means the sale and transfer of the Business, pursuant to the terms and conditions of this Agreement.

"Transaction Costs" means the aggregate of all the costs and expenses incurred in connection with the Transaction under this Agreement including stamp duty and other similar charges, registration charges, regulatory fees and charges etc. other than the costs and expenses of the advisors engaged by each Party.

"Transaction Documents" means this Agreement and the Lease Agreement

"Waived CPs" has the meaning ascribed to it in Clause 4.4.

"Warrantors" means collectively, the Seller and the Promoters.

"Wrong Pocket Assets" has the meaning ascribed thereto in Clause 8.3.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a thing includes a part of that thing;
- (c) Recital, Preambles and Schedules form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include a reference to the Schedules attached to it. Any references to Recitals, Clauses and Schedules are to recitals of, clauses of, and Schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the Schedule in which the reference appears;
- (d) references in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification);
- (e) reference to any gender includes the other genders;
- (f) headings to Clauses and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- (g) the Schedules to this Agreement form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules to this Agreement;



- (h) the rule of construction, if any, that a contract should be interpreted against the party responsible for the drafting and preparation thereof, shall not apply;
- (i) any reference to "writing" or "written" includes printing, typing, lithography and other means of reproducing words in visible form;
- (j) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
- (k) the words "hereof," "herein", hereunder" and "hereto," and words of like import, refer to this Agreement as a whole and not to any particular Clause hereof;
- (l) use of the words "includes" or "including" means without limitation; and
- (m) any reference to documents in the "agreed form" or acts / consents "mutually agreed between the Parties" or "agreed to by the Parties" or "agreed between the Seller and the Purchaser" or any similar expressions shall mean documents / acts / consents that are in such form, and containing such content, that has been approved in writing by the Promoters, the Purchaser and the Seller.

2. SALE AND PURCHASE

2.1 Agreement to Sell and Purchase

2.1.1 Transfer of Business: Subject to the provisions of this Agreement, the Seller hereby agrees to transfer, sell, convey, assign and/ or deliver to the Purchaser, and the Purchaser hereby agrees to, subject to the terms and conditions of this Agreement, Applicable Law and statutory compliances there under, purchase and acquire from the Seller, free from all Encumbrances, with effect from the Closing Date, all rights, title, and interest of the Business (including the Business Assets and the Assumed Liabilities) as a going concern on a Slump Sale basis, without values being assigned to individual assets and liabilities, such that upon Closing:

- (a) the Purchaser would be entitled to and shall bear, subject to the terms and conditions of this Agreement, all rights, title, interest, obligations of the Business (other than Excluded Assets);
- (b) the Purchaser shall receive from the Seller, all the rights and powers for conducting and carrying on the Business, for its sole benefit and shall have the ability to run and perform the operations of the Business as it may deem necessary for its own account, as it was carried out by the Seller prior to the Closing Date;

2.1.2 Going Concern: The Business shall be sold on the terms of this Agreement as a going concern, on a Slump Sale basis, (as per Section 50B read with Section 2 (42C) of the Income Tax Act, 1961) with effect from the Closing Date, and the Consideration is a lump sum consideration, and no specific part of the Consideration is (nor can it be) allocated to any specific asset, right or the like of the Seller comprised in the Business. It is further clarified that determination of the value of any of the Business for the purpose of payment of stamp duty, registration fees or other similar Taxes or fees shall not be regarded as assignment of values to individual assets or liabilities.

2.1.3 Excluded Assets: Notwithstanding anything contained in this Agreement, the Seller undertakes that the Business does not include, the assets listed out in **Schedule 12** ("**Excluded Assets**") and the Seller is not selling, assigning, transferring, conveying



and/ or delivering, and the Purchaser is not purchasing, acquiring and/ or accepting from the Seller in any manner the Excluded Assets. The Purchaser agrees that the Excluded Assets shall not be transferred to the Purchaser pursuant to this Agreement.

2.1.4 Assumed Liabilities. Upon the terms set forth herein, the Purchaser agrees, effective as of the Closing Date, to assume only the liabilities of the Seller, details of which have been set out in **Schedule 16** (collectively the "**Assumed Liabilities**"). Further, the Parties agree that any valid payables not settled by the Seller prior to the Closing Date shall be settled or paid by the Seller upon receipt of written notification from the Purchaser. The Seller may make changes to **Schedule 16** on or prior to the Closing Date to reflect the position of the Assumed Liabilities as on the Closing Date, subject to the prior written consent of the Purchaser, and Assumed Liabilities shall include all such changes made by the Seller.

2.1.5 Excluded Liabilities. The Parties recognize that the Excluded Liabilities are not considered integral to the operation of the Business and are accordingly not being sold, assigned, transferred, conveyed or delivered to the Purchaser and the Purchaser is not purchasing, acquiring or accepting from the Seller the Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, the Excluded Liabilities shall remain the sole responsibility of, and shall be retained, paid, borne, performed and discharged solely by the Seller. The Parties agree that the Purchaser shall not assume as on Closing, any liabilities in relation to the Business, other than the Assumed Liabilities, including but not limited to the following ("**Excluded Liabilities**"):

- (a) all liabilities including, without limitation, tax related liabilities (including income tax, goods and services tax), legal liabilities and liability on account of any statutory payments pertaining to or forming part of the Business that relate to a period prior to the Closing Date and/or that were incurred by the Seller;
- (b) all indebtedness and any outstanding lines of credit of the Business which have been incurred in relation to the Business as at the Closing Date;
- (c) all liabilities pertaining to the Excluded Assets;
- (d) all legal, taxation or other proceedings relating to the Seller; and
- (e) any charge/ mortgage on any property of the Seller or any Encumbrance on any property of the Seller in any manner.

2.2 Execution Date Deliverables

2.2.1 On the Execution Date, simultaneously with the execution of this Agreement, the Seller shall deliver, to the Purchaser, duly authenticated copies of all corporate authorisations obtained by the Seller, including extracts from the minutes of a duly convened meeting of its board of directors, for the execution and delivery of this Agreement and performance of its obligations under this Agreement.

2.2.2 On the Execution Date, simultaneously with the execution of this Agreement, the Purchaser shall deliver to the Seller, duly authenticated copies of all corporate authorisations obtained by the Purchaser, including extracts from the minutes of a duly convened meeting of its board of directors, for the execution and delivery of this Agreement and performance of its obligations under this Agreement.



2.2.3 The Parties shall do all such acts and deeds as may be necessary to ensure that the corporate approvals, authorisations and resolutions referred to in Clauses 2.2.1 and 2.2.2 above are effective and valid from the Execution Date up to, and including, Closing.

3. CONSIDERATION

3.1 The total consideration for the sale and purchase of the Business agreed to be sold pursuant to Clause 2 shall be a sum of INR 6,00,00,000 (Indian Rupees six crores only) ("**Consideration**"). The Parties hereby agree that the Purchaser will pay such lump sum Consideration in the following manner:

3.1.1 INR 2,00,00,000 (Indian Rupees two crores only) shall be payable upon execution of this Agreement;

3.1.2 INR 2,00,00,000 shall be payable on delisting of parameters of the Excluded Business (parameters relating to Geotech investigation, construction material etc.) from the scope of NABL Certificate; and

3.1.3 INR 2,00,00,000 upon completion of NABL Revised Certificate.

3.2 The Consideration payable by the Purchaser shall be subject to withholding taxes if any in accordance with Applicable Laws. The Purchaser shall issue the relevant tax deduction certificate to the Seller, once available with the Purchaser.

3.3 The Seller shall be responsible for payment of appropriate taxes, as applicable on receipt of the Consideration. The Parties expressly agree that once the Consideration is paid by the Purchaser as per the terms of this Agreement, the Purchaser shall not be responsible for any past/ current/ future tax liability (including but not limited to any capital gains tax, any taxes incurred in relation to the refund by the Seller to the Purchaser of the Consideration or any part of it, any taxes connected with the unwinding of the Transaction and return of the Business (after the Closing Date) from the Purchaser to the Seller in accordance with the terms of this Agreement) and/ or any interest or penalties levied by any Governmental Authorities on the Seller; and the Purchaser shall in no case indemnify the Seller with/ for any such amounts. Also, in case the Purchaser is required to pay any amounts with respect to the same directly to any Governmental Authorities as per appropriate orders from the Governmental Authorities, the Purchaser shall have a right to claim the same from the Seller in accordance with the procedure set out in Clause 10 of this Agreement. It being clarified that, other than the Consideration and the Transaction Costs, the Purchaser shall not be liable to pay any other sum(s) to the Seller under this Agreement.

3.4 The payments agreed in Clause 3.1.2 and 3.1.3 shall be paid by the Purchaser to the Seller within 7 (seven) day of the completion of relevant task otherwise the said Consideration shall, without any dispute, become an acknowledged debt and the Seller shall be entitled to take any appropriate legal remedy(ies) against the Purchaser.

4. CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Notwithstanding anything to the contrary in this Agreement, the obligation of the Purchaser to purchase and acquire the Business in accordance with this Agreement is conditional upon the fulfilment by the Seller, prior to or on the Closing Date, of the following conditions to the satisfaction of the Purchaser, unless otherwise waived by the Purchaser in its absolute discretion in the manner set out in Clause 4.4 of the Agreement ("**Conditions Precedent**"):



- (a) the Seller having performed and complied with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it at or before the Closing Date;
- (b) the Seller having duly attended to and carried out all procedures that are required under Applicable Law in connection with this Agreement and the transactions contemplated thereby that are required to be carried out at or before the Closing, including, for the execution, delivery and performance by it of this Agreement and each other Transaction Document to which it is a party and the other transactions contemplated hereby or thereby; and
- (c) the Seller having performed and complied with all the Conditions Precedent as listed in **Schedule 13** of this Agreement.

4.1.2 The Seller shall provide to the Purchaser drafts of all applications, submissions, filings, etc. proposed to be filed or submitted by Seller to any Governmental Authority in relation to the Transactions contemplated pursuant to the Transaction Documents; endeavour to fulfil or procure the fulfilment of the Conditions Precedent as soon as practicable, and, without prejudice to the generality of the foregoing, shall as soon as practical notify the Purchaser and provide copies (or, in the case of oral or non-written communications, written details) of any material communications with any Governmental Authority or any other Person relating to any consent, approval or action required pursuant to this Agreement.

4.1.3 The Purchaser shall, promptly submit any information or form or application or document or undertaking, or make any filing, which may be required by the Seller or any Governmental Authority in relation to the sale of the Business or issue of NABL Revised Certificate to the Purchaser. For avoidance of doubt, it is clarified that the Seller has already provided set of application documents required for transfer of NABL accreditation in favour of the Purchaser. The Purchaser shall ensure submission of all the application, documents and undertaking etc. to ensure transfer of NABL accreditation in its favour without any delay. It is hereby clarified that if the Purchaser is required to provide any undertaking to NABL for issue/transfer of NABL accreditation covering a period prior to the Closing, then the Seller agrees to indemnify or hold harmless the Purchaser from any claim or liability raised by NABL pursuant to such an undertaking.

Furthermore, the Purchaser shall also ensure that there are required number of competent persons employed for the Business and they can fulfil their duties in such a manner that the requirements of issue of NABL Revised Certificate in favour of the Purchaser can be fulfilled to the satisfaction of NABL.

4.1.4 Notwithstanding anything to the contrary herein, the Purchaser expressly agree that it shall be under an obligation to agree to any incremental conditions or requirements imposed by, or to provide any incremental undertaking to, any Governmental Authority or any other Person, and it shall also be required to incur any incremental obligation, for the purpose of satisfying the Conditions Precedent relating to the NABL Revised Certificate.

4.2 Fulfilment

The Seller and the Promoters shall keep the Purchaser regularly informed of the status of fulfilment of the Conditions Precedent. If at any time, either the Seller or any of the Promoters become aware of any circumstances that will, or are likely to, give rise to the non-fulfilment of any Conditions Precedent, by the Long Stop Date, then the Seller and the Promoters shall



endeavour to immediately provide the Purchaser with written particulars of such circumstances (to the extent known) and the Parties shall co-operate in good faith with a view to procuring fulfilment or waiver (subject to Applicable Law) of the relevant Conditions Precedent as soon as reasonably practicable.

4.3 CP Completion Notice

4.3.1 The Purchaser shall have the right, but not the obligation, to waive, in writing, in whole or in part, to the extent permissible under Applicable Law, satisfaction of any of the Conditions Precedent. Upon satisfaction of the Conditions Precedent contained in Clause 4.1 (read with **Schedule 13**) or waiver thereof in writing by the Purchaser, the Seller and the Promoters shall promptly notify the Purchaser in writing of the satisfaction of such Conditions Precedent ("**CP Completion Notice**") and shall provide copies of documents, including any permissions, consents and approvals, evidencing such fulfilment. The CP Completion Notice (which shall be in a form acceptable to the Purchaser) shall be issued by the Seller and the Promoters to the Purchaser 5 (five) Business Days prior to the Closing Date.

4.3.2 Within a period of 3 (three) Business Days from receipt of the CP Completion Notice, the Purchaser shall issue a written notice ("**Purchaser's Response Notice**") to the Seller certifying their acceptance or intimating their rejection of the fulfilment of the Conditions Precedent. Upon the Purchaser accepting completion of the Conditions Precedent under the Purchaser's Response Notice, the Parties shall proceed to Closing as set out in Clause 5.

4.4 In the event that any of the Conditions Precedent contained in Clause 4.1 (read with **Schedule 13**) are not fulfilled on or before the Closing and the Purchaser waives the fulfilment of such Condition Precedent pursuant to a specific written request by the Seller in this regard (such waived condition precedent being referred to as a ("**Waived CPs**"), then such Waived CPs shall be fulfilled by the Seller post the Closing Date. The Parties agree that the Waived CPs shall be completed within a period of 7 (seven) Business Days from the Closing Date or such other date as may be indicated by the Purchaser.

4.5 In the event that any of the Conditions Precedent are not fulfilled by the Seller or the same has not been waived by the Purchaser before the Closing Date, then the Purchaser shall be entitled to terminate this Agreement with immediate effect in accordance with Clause 12.2 below and all rights and obligations of each of the Parties under this Agreement (except under Clause 1 (*Definitions*), Clause 10 (*Indemnification*), Clause 13.3 (*Confidentiality*), Clause 13.11 (*Governing Law*), Clause 13.12 (*Dispute Settlement*), and Clause 13.15 (*Notices*)) shall terminate and all the provisions of this Agreement shall lapse and cease to have effect, except as set out above and the Seller is required to refund the Consideration or any part of the Consideration that has been paid by the Purchaser to the Seller promptly (and no later than 10 Business Days from the date of termination by the Purchaser).

4.6 Condition Subsequent

The Seller shall assist to procure that the NABL Revised Certificate is transferred in accordance with Applicable Law in the name of the Purchaser and the Seller provides sufficient evidence to the Purchaser along with all the requisite documentation, including the change of name on the NABL Revised Certificate ("**Condition Subsequent**")

4.7 The Purchaser can, on reasonable ground, extend the timelines as required at its own discretion based on NABL documented procedural requirement. In the event that the Condition Subsequent is not fulfilled by the Seller within the prescribed timelines as mutually agreed then the Purchaser shall be entitled to unwind the Transaction with immediate effect and require



the Seller to refund the Consideration or any part of the Consideration that has been paid by the Purchaser to the Seller promptly (and no later than 3 Business Days from the date the Condition Subsequent was to be completed) and all the provisions of this Agreement shall lapse and cease to have effect, except as set out above and neither Party shall have any claim against the other, but without prejudice to the accrued rights and obligations of the Parties before such unwinding

- 4.8 Upon such unwinding of the Transaction, the Purchaser shall immediately return the Business to the Seller and handover all the Business Assets in the same condition in which those were handed over to the Purchaser. It being clarified that if there are any tax liability associated with the return of the Business, then the same shall be at the cost of the Seller and the Purchaser would not be required to incur any additional obligations (including any tax liability, out of pocket expenses) that the Purchaser would not be required to undertake given that such return would not have occurred. Any breach by the Purchaser in returning the Business and all the Business Assets shall be a material breach on the part of the Purchaser and the Purchaser shall be liable to fully indemnify the Seller for all such liabilities and claims. For avoidance of doubt, it is clarified that the Purchaser shall not transfer any liability to the Seller along with the unwinding of the Transaction and return of the Business.

5. ACTIONS BY THE PARTIES AT CLOSING

5.1 Closing - actions by the Seller and Purchaser

The date on which Parties shall undertake the Closing shall be the date falling 2 (two) Business Days after the date of delivery of the Purchaser's Response Notice by the Purchaser to the Seller (the "**Closing Date**"), provided however that the Closing Date shall fall no later than 90 (ninety) days from the date of this Agreement Subject to NABL accreditation of ISSPL and clause no 4.1.3 (the "**Long Stop Date**"). Closing of the Transactions contemplated hereunder shall take place on the Closing Date at 5.00 p.m. at the office of the Seller at 1st Floor, B-11(G) Malviya Industrial Area Jaipur, Rajasthan, India, 302017 or at such other place as the Parties may agree in writing ("**Closing**"). The Parties shall undertake the following actions at the Closing:

- 5.1.1 the Seller shall procure the delivery to the Purchaser of each other instrument of transfer or other document necessary to effect a transfer of the Business Assets, duly executed in each case by the Seller.
- 5.1.2 the Seller and Purchaser shall, subject to the provisions of Clause 6.1 below, make a joint efforts to execute agreements in the format prescribed at **Schedule 14** or such other document as agreed by the Purchaser (e.g. direct contract between the Purchaser and relevant service provider) for effecting a transfer and assignment/ novation of the Contracts to the Purchaser;
- 5.1.3 the Seller shall undertake all the requisite steps to ensure that the Accounts Receivable are paid to the Purchaser, on and from the Closing Date;
- 5.1.4 the Seller and Purchaser shall, subject to the provisions of Clause 6.2 below, make a joint efforts to execute the requisite agreements/ deeds in the format prescribed at **Schedule 15** and all other documents required by the Purchaser for effecting a transfer and assignment of the Intellectual Property Rights to the Purchaser in compliance with the provisions of Applicable Laws and the Seller shall be deemed to have relinquished any and all claims, rights and privileges in respect of all the Intellectual Property Rights of the Business in favour of the Purchaser

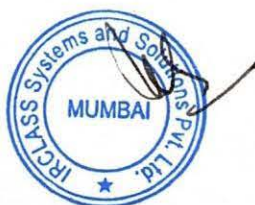


- 5.1.5 in respect of the Movables, provide a delivery letter setting out the details of the Movables, for effecting a transfer of the Movables to the Purchaser;
- 5.1.6 in respect of the Books and Records, the same shall, subject to the provisions of Clause 6.4 below, be handed over and transferred to the Purchaser;
- 5.1.7 the Seller shall, subject to the provisions of Clause 6.8 below, deliver copies of the letters countersigned by the Employees to the Purchaser, and all such Employees shall stand transferred to the Purchaser;
- 5.1.8 the Seller shall, transfer funds lying to the credit of the Employees in the Employee Benefit Funds maintained by the Seller, in accordance with Applicable Law, to the employee benefit funds established by the Purchaser;
- 5.1.9 the Seller shall, subject to the provisions of Clause 6.9 below, deliver to the Purchaser copies of the applications filed with the relevant authorities for transfer of the Permits in the favour of the Purchaser;
- 5.1.10 The Seller shall execute any such deeds, assignments and other instruments or documents of transfer necessary to transfer/ assign all right, title and interest of Seller in, to and under the Business, as may be necessary or reasonably requested by the Purchaser to effect the transfer of the Business, in form and substance acceptable to the Purchaser.
- 5.1.11 The Purchaser shall pay the Consideration in accordance with the provisions of Clause **Error! Reference source not found.** of this Agreement.
- 5.2 All actions referred to in Clause 5.1 above shall be deemed to be consummated simultaneously and Closing shall be deemed to have taken place only once all the acts and steps set out under Clauses 5.1 above have been completed.
- 5.3 Notwithstanding the foregoing, the Purchaser may agree in writing to waive any of the conditions set forth in Clause 5.1.
- 5.4 Each of the Parties shall at all times act in good faith and discharge the obligation under this Agreement and not do anything which constitutes contravention under this Agreement. Each of the Parties shall do all such acts, deeds and things and shall execute all such deeds, documents and writings as may be necessary for consummation of the transaction as set out in this Agreement in the manner contemplated hereunder.

6. ACTIONS RELATING TO TRANSFER OF THE ASSETS

6.1 Assignment of or Intimation relating to the Contracts

- 6.1.1 The Seller and the Promoters shall make a joint efforts with the Purchaser to, (i) procure that the counterparties to the Contracts shall where consent is necessary, consent, by countersigning the letter addressed jointly by the Seller and the Purchaser to the counterparties, to the substitution of the Purchaser in the place of the Seller as a party thereto, prior to the Closing Date; and (ii) insofar as the benefit or burden of any of the Contracts cannot effectively be assigned to the Purchaser except by an agreement or novation with or by consent to the assignment from the Person, firm or company concerned or the relevant counterparty to the Contract, the Seller and the Promoters shall procure such agreement or novation prior to the Closing Date which shall come into force upon Closing. However, in any case where such agreement, novation or consent is



refused or otherwise not obtained, then both the Seller and the Purchaser shall mutually agree on case to case basis.

6.1.2 If at any time after the Closing Date, the Seller receives any payment in respect of a Contract or towards any Accounts Receivable as set out in Schedule 2, the Seller shall transfer to the Purchaser such payment within 3 (three) Business Days of receiving the same.

6.1.3 In the event the consent referred to in Clause 6.1.1 above is sought by the Seller but refused or otherwise not obtained on terms reasonably satisfactory to the Purchaser (or established to their reasonable satisfaction by reference to a course of conduct) on the Closing Date, at the latest, or the Contract cannot be assigned to the Purchaser, then the Seller shall (on being called upon by the Purchaser to do so) on the Closing Date, in the case of each Contract which by its terms provides for a right of termination give notice to immediately exercise such rights to terminate the relevant Contract, in accordance with its terms to each counter party to that Contract.

6.2 Intellectual Property Rights

In respect of the Intellectual Property Rights, the Seller shall assign all of the Intellectual Property Rights and any applications which have been made in relation thereto, to the Purchaser by execution of such documents, as specified by the Purchaser, in the form acceptable to the Purchaser, to be held by the Purchaser exclusively as they would have been held and enjoyed by the Seller had this assignment not been made such that the Purchaser shall be the exclusive owner of all rights and privileges including reversions, extensions or renewals, together with the right to sue for past infringements in respect of the Intellectual Property Rights (including moral rights), and the Seller shall deliver to the Purchaser, all the relevant books, records and other documents in relation to the Intellectual Property Rights and execute such other forms/ applications, etc. as may be required by the Purchase for transferring/ assigning the Intellectual Property Rights in favour of the Purchaser. The Seller shall be deemed to have relinquished any and all claims and privileges (including authorship) in respect of all the Intellectual Property Rights.

6.3 Movables

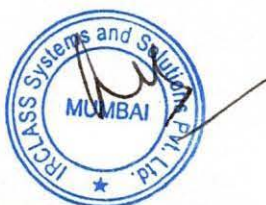
In respect of the Movables including those set out at **Schedule 8 & 9** the same shall be transferred by paying over or by endorsement and delivery, by actual and/ or constructive delivery of possession at Closing Date and the same shall be so transferred by the Seller on an as-is-where-is basis by such delivery by making the same available for collection at the place in which they are situate or such other place which may be mutually agreed upon by the Parties, without requiring any deed or instrument of conveyance for the same and all such Movables shall become the property of the Purchaser on and from the Closing Date.

6.4 Books and Records

The Seller shall hand over and transfer to the Purchaser, by way of delivery of physical possession, of the Books and Records.

6.5 Accounts Receivable

The Seller shall, along with process enumerated in Clause 6.1 above, undertake that any amounts which are outstanding as on Closing Date and have not been recovered by the Seller shall be to the account of the Purchaser i.e., shall be considered as a Business Asset without any additional consideration. The Seller shall take the requisite steps to ensure that the Accounts Receivable as set out at Schedule 2 (to be prepared upon



Closing, if so required by the Seller), are assigned and transferred to the Purchaser on and from the Closing Date. In this regard the Seller shall, and the Promoters shall ensure that the Seller shall provide written intimations to the counterparties to the Contracts only in relation to the Accounts Receivables listed in Schedule 2 informing them that (i) all amounts forming part of, and all rights in relation to, the Accounts Receivable would stand assigned and transferred to the Purchaser from the Closing Date; (ii) on and from the Closing Date, all the amounts forming part of the Accounts Receivable should be paid directly to the Purchaser; and (iii) all amounts due and payable on and from the Closing Date under the relevant Contract would have to be paid directly to the Purchaser;

- (a) the Seller shall, and the Promoters shall ensure that the Seller shall, in the event the Seller and/ or any Promoter receives any amounts forming part of the Accounts Receivables, they shall, in accordance with Clause 6.1.3, transfer to the Purchaser such payment within 3 (three) Business Days of receiving the same. The Purchaser agrees that it shall not, directly or indirectly, reach out to any of the parties or their representatives with whom the Seller has Accounts Receivable before the Closing Date in any manner; In case of breach or anticipated breach of this provision, the Sellers' obligation to assign / transfer such Accounts Receivable will immediately fall away
- (b) the Seller and the Promoters are of the view that all the Accounts Receivable are collectible at their recorded amounts in the ordinary course of business and are not the subject of any counterclaims or set offs.

6.6 Assumed Liabilities

The Purchaser hereby agrees with the Seller that it shall assume the Assumed Liabilities, set out in **Schedule 16**, as part of the Business, at Closing.

6.7 Excluded Liabilities

It is hereby clarified that the Purchaser shall not, and the Seller and the Promoters hereby acknowledge that the Purchaser shall not take over and/ or assume or otherwise be responsible for (and the Seller shall continue to retain and be responsible for) any liability and/ or obligation of the Seller which had accrued or fixed or was known or unknown, absolute or contingent, matured or unmatured, determined or determinable in respect of any Contracts, Intellectual Property Rights, Permits, Employees (including the Employee Benefit Plans) and/ or the Movables including without limitation any and all liabilities in respect of any default of the Seller under any of the Contracts or non-compliance of the terms of the Contracts, arising or accruing, prior to the Closing Date, or that arise or accrue post the Closing Date, in relation to any non-compliance or default of the Contracts for and during the period prior to the Closing Date, other than the Assumed Liabilities

Notwithstanding anything contrary contained in this Agreement, it is agreed by the Purchaser that it shall not raise any claim or liability on account of the condition of any of the Movables since all the Movables are duly checked by the Purchaser and the Parties agree that the handover of the Movables are on 'as is where is whatever there is' basis.

6.8 Employees and Employee Benefit Funds

- 6.8.1 On and from the Closing Date, the Employees shall be deemed to have ceased to be employees of the Seller, and the Purchaser shall be deemed to have employed the Employees on the same terms and conditions on which they are engaged by the Seller, (including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans, and any other



retirement benefits) without any interruption in service as a result of transfer of such Employees to the Purchaser.

- 6.8.2 The Purchaser agrees that the services of the Employees shall be deemed to have been continuous and not have been interrupted by reason of the transfer of the Business under this Agreement and that the period of service of all such Employees with the Seller prior to the transfer, shall be taken into account, by way of the Purchaser reckoning the same from the date of their respective appointment with the Seller, for the purposes of all benefits to which the said Employee may be eligible, including for the purpose of computation of gratuity in accordance with the provisions of Payment of Gratuity Act, 1972.
- 6.8.3 The Seller undertakes to the Purchaser that the Seller shall, (a) pay or cause to be paid to the respective Employee Benefit Fund (of which the Employees are members or beneficiaries) and make adequate provision for all contributions to such Employee Benefit Funds due and payable up to the Closing Date with respect to the Employees in accordance with the terms of their respective Employee Benefit Funds; and (b) with the approval of the concerned authorities transfer, in accordance with Applicable Law, all funds lying to the credit of the Employees in the Employee Benefit Fund maintained by the Seller, to the employee benefit funds established by the Purchaser within 15 (fifteen) Business Days from the Closing or such period as mutually agreed between the Parties considering the time required in completing such paperwork. From and after the Closing Date, the Purchaser shall, with respect to the Employees, take over and be responsible for the fulfilment and maintenance of, and contribution to, employee benefit funds established and maintained by the Purchaser which shall be continued without any break, and be administered for the benefit of the Employees on the same terms and conditions as those of the Employee Benefit Funds.
- 6.8.4 All wages, salaries and other entitlements of the Employees and all tax deductions and other contributions relating thereto which are due and payable at the Closing Date to the Employees shall be discharged by the Seller in respect of the period until then and all such wages, salaries, entitlements, deductions and contributions which are due and payable after the Closing Date shall be discharged by the Purchaser thereafter.
- 6.8.5 Before the Closing Date, the Seller shall deliver the transfer letter (the format of which is set out at **Schedule 17** hereto) to the Employees, which shall convey to the Employees that each of them has been transferred to the employment of the Purchaser on the terms and conditions no less favourable than the terms and conditions on which the Employees are engaged by the Seller. The Seller shall on the Closing Date deliver copies of the letter countersigned by all of the Employees to the Purchaser.
- 6.8.6 For avoidance of doubt, it is clarified that post Closing Date, the Seller and / or the Promoters shall not be liable, in any manner, to any of the Employees and/or to the Purchaser in relation to these Employees.

6.9 **Permits**

Subject to Clause 4.1.3:

- 6.9.1 The Seller shall take all required steps for delisting of construction material and Geotech parameter from NABL Certificate. Thereafter, the Seller procure that applications, in the agreed form are submitted to the relevant Government Authorities for transfer of the Permits which can be assigned or transferred as on the Closing Date. Simultaneously, the Seller shall also procure the cancellation of its name from and/or surrender all such Permits that relate to the Business and which have been transferred to the Purchaser in accordance with this Clause 6.9. The Purchaser shall provide the Seller with reasonable



cooperation in relation to the above. The Seller shall provide reasonable cooperation and support to the Purchaser for making applications in respect of obtaining the Permits which are required to be obtained afresh in the name of the Purchaser. Notwithstanding anything to the contrary but subject to Clause 4.1.3, it is clarified that the Seller shall be fully responsible in getting the change of name/transfer of NABL Revised Certificate from the Seller to the Purchaser including the accreditations to the Business.

- 6.9.2 Save and except the Condition Subsequent, the Seller shall provide the Purchaser with copies of the acknowledged applications filed with the relevant authorities for the transfer of the Permits in the name of the Purchaser, on the Closing Date. To the extent, any Permit, (which is assignable or transferable) has not been assigned or transferred by any Government Authority by the Closing Date, the Seller shall ensure such Permits are assigned or transferred to the Purchaser as soon as possible after the Closing Date.
- 6.10 The Purchaser shall have the right (but not an obligation to) and the Sellers agree that all Business Assets acquired by the Seller after the Execution Date and prior to the Closing Date shall be subject to the Purchaser's approval and shall also stand transferred to and vested in the Purchaser with effect from the Closing Date in the manner as prescribed in this Agreement, but in such cases the Consideration shall be suitably increased with the depreciated value of such Business Asset. Further, the Parties agree that any payables not settled by the Seller prior to the Closing Date shall be settled or paid by the Seller upon receipt of written notification from the Purchaser.
- 6.11 The Seller agrees to take all such actions as required for the transfer of the Business Assets to the Purchaser in accordance with the terms of this Agreement. It is hereby clarified that if any Business Asset (including but not limited to any rights, title, interest in or authorities relating to such assets) which the Seller owns but cannot be transferred to the Purchaser for any reason whatsoever on the Closing Date, the Seller shall hold such asset in trust for the benefit of the Purchaser, till the same is validly transferred.
- 6.12 **Right to use of brand "CEG Test House"**
- 6.12.1 The Seller agrees that the Purchaser shall be entitled to use the brand name 'CEG Test House' in relation to the Business, for a specified period not exceeding 1 year from the Closing Date. The said right to use the brand name shall be limited, personal and non-transferable/non-sublicensable and non-exclusive. The right to use under this Clause 6.12 shall be automatically cancelled upon the last date of 1 (one) year from the Closing Date. Any breach of the terms of this Clause 6.12 by the Purchaser shall be a material breach and infringement of brand uses, in which case the Purchaser shall be liable to fully indemnify the Seller for such breach. The foregoing shall be without prejudice to any other right or remedy available with the Seller under Applicable Laws.

7. CONDUCT OF BUSINESS TILL CLOSING

- 7.1 From the Execution Date until the Closing Date, subject to the provisions of this Agreement, (a) the Seller shall operate the Business, taken as a whole, in the ordinary course; (b) hold good, valid and marketable right, title and interest (as applicable) to all the Business Assets and material used to conduct the operations of the Business as presently conducted by the Seller, free and clear of all Encumbrances.



7.1.1 Without prejudice to the generality of the foregoing, from the Execution Date until the Closing Date, the Seller shall not, in respect of the Business, (except as may be approved in writing by the Purchaser), undertake any of the matters set out below:

- (a) any transaction which creates, or agrees to create, any new Encumbrance over the Business or any part thereof;
- (b) merge, amalgamate, consolidate, enter into any joint ventures or partnerships or otherwise enter into any combination or restructuring arrangement in relation to or with any other Person, in a manner which affects the Business;
- (c) commence or settle any claims involving or affecting the Business;
- (d) (i) modify the compensation or Employee Benefit Funds payable or to become payable by the Seller to any Employee of the Seller; or (ii) modify any bonus, severance, termination, pension, insurance or other Employee Benefit Funds, payment or arrangement made to, for or with any Employee or of the Seller, or (iii) waive or discharge any outstanding loans or extensions of credit to any Employee, or (iv) enter into any severance or termination contract with any Employee, or (v) confirm any further employments, terminate the employment of any Employee or transfer any Employee outside of the Business;
- (e) dissolve, wind-up or liquidate the Seller, or take any steps towards voluntary winding up or dissolution of the Seller, or initiation of any insolvency process or any other action of a like nature;
- (f) enter into, terminate or amend any Contract, understanding or arrangement, between the Seller and any other Person with respect to any part of the Business;
- (g) in connection with the Business, make, change or revoke any material Tax election, change any material Tax accounting method, file any material amended Tax return or claim for a material Tax refund, request any material Tax ruling, settle or compromise any material Tax proceeding, or surrender any claim for a material refund of Taxes;
- (h) cause or consent to an increase in operational expenditure which is not in the ordinary course of business;
- (i) in relation to the Business incur, or agree to incur, commitments involving capital expenditure;
- (j) enter into any transactions with its related parties and/ or make any payments to any related parties unless such payment is being made as per existing contract;
- (k) make any financial commitments or avail any further loans/ debts in relation to the Business; and
- (l) take, or commit to take, any action that would result in the occurrence of any of the foregoing.



7.2 During the period between the Execution Date and the Closing Date, subject at all times to Applicable Law:

7.2.1 the Seller shall consult the Purchaser and keep the Purchaser informed of all developments affecting the Business which are not in the ordinary course;

7.2.2 Notwithstanding the generality of the foregoing, the Seller shall promptly inform the Purchaser, in writing regarding receipt of any notice (including the details of any written notices, litigation, arbitration, investigative or administrative proceedings which are current, threatened or pending against the Seller) or other written communication from any Government Authority or Person only with respect to (i) the transactions contemplated under the Transaction Documents; or (ii) with respect to the Business.

7.3 From the Execution Date until the Closing Date, the Seller hereby undertakes to the Purchaser that, its Affiliates, Promoters, officers and employees authorized by or acting on behalf of the Seller, directly or indirectly:

7.3.1 are not engaged, directly or indirectly in, and have terminated any existing activities, discussions or negotiations with respect to any sale, transfer or disposal of the Business or any transaction having the same or similar economic effect as the transaction contemplated in this Agreement or any transaction that would render the transaction contemplated in this Agreement unlawful, unfeasible or materially more expensive or onerous for either Party ("**Restricted Transaction**");

7.3.2 shall not, for the term of this Agreement, enter into or consent to or permit any Person to enter into a Restricted Transaction with any Person other than with the Purchaser in accordance with the terms of this Agreement;

7.3.3 solicit, initiate, pursue, encourage, commence any discussions, negotiations, enter into any agreement, term sheet or understanding (written, conditional or otherwise) to make any proposal involving or to provide any information to any Person or otherwise facilitate any effort to implement any Restricted Transaction;

7.3.4 favourably respond to any offer received for the sale of or an investment into the Business or the Seller in a manner which affects the performance of this Transaction in accordance with the terms hereof (or for any material part of it) from any Person other than the Purchaser;

7.3.5 give any Person other than the Purchaser, any Confidential Information about the Business unless such Confidential Information is shared in the ordinary course of business or to meet regulatory requirements or Applicable Laws.

8. **WRONG POCKET PROVISION**

8.1 The Parties intend that this Clause 8 shall apply till 30 day after the Closing Date.

8.2 Upon the Purchaser notifying the Seller of a specific identified asset to which it reasonably believes that this Clause 8 might apply, the Seller shall locate such asset with a view to determining whether or not this Clause 8 applies to such asset.

8.3 If the Parties agree that any right, asset, arrangement, title, entitlement or interest in any part of the Business, which was prior to the Closing Date, material and was used in, or which related exclusively or predominantly to the Business, is retained or is held by the Seller, including any payments as per the terms agreed in this Agreement, documents, information, enquiries, communications or correspondences, which the Seller or any of its Employees receive from



time to time, in relation to the Business (“**Wrong Pocket Asset**”) and which are required to be sent to the Purchaser as per the terms of this Agreement for no consideration or formalise the basis on which the Purchaser will be entitled to use the Wrong Pocket Asset without payment of consideration:

- 8.3.1 the Seller shall transfer as soon as practicable thereafter such Wrong Pocket Assets to the Purchaser for no additional consideration;
- 8.3.2 the Seller shall do all such further acts and things and shall execute such documents as may be necessary to effect validly the transfer and vest such Wrong Pocket Assets in the Purchaser; and
- 8.3.3 the Seller shall hold the Wrong Pocket Assets in trust for the Purchaser until such time as the transfer is validly effected to vest such right or interest in the Purchaser.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Seller and each of the Promoters jointly and severally represent and warrant to the Purchaser as follows:

9.1.1 Seller is a limited liability company duly organized and validly existing under the laws of India, and has the requisite power and authority to own and/or operate (as the case may be) the Business Assets and carry on the Business and to undertake the Transaction agreed hereunder.

9.1.2 The Seller has full power and authority to execute this Agreement and fulfil any and all of its obligations hereunder.

9.1.3 This Agreement shall constitute valid and legally binding obligations upon the Seller and the Promoters and enforceable against them.

9.1.4 Each of the Representations and Warranties (as enumerated in **Schedule 11**) are true, accurate, and not misleading as of the Execution Date. The Representations and Warranties shall be repeated at the Closing Date. Each of the Promoters and the Seller have adequate financial resources to satisfy their monetary and other obligations under this Agreement including the obligation to pay indemnity amounts in accordance herewith.

9.1.5 Each Representation and Warranty shall be construed independently of the others and is not limited by reference to any other Representation and Warranty.

9.1.6 Where any statement in the Representations and Warranties is qualified by a reference to knowledge or awareness (however repressed), each of the Promoters and the Seller shall be deemed to be aware of or believe or have knowledge and information of anything of which they would have had knowledge or information or would have been aware had they made all due and careful enquiry, diligence and investigations which would be expected or required from a Person of ordinary prudence, immediately before giving the Representations and Warranties.

9.2 The Purchaser represent and warrant to the Seller and the Promoters that they have full power and authority to execute this Agreement and fulfil any and all of its obligations hereunder and the Agreement shall constitute valid and legally binding obligations upon the Purchaser and enforceable against it.



10. INDEMNIFICATION

10.1 Indemnification by the Promoters and the Seller

Subject to the terms and conditions set forth in this Agreement, the Seller and each of the Promoters, shall jointly and severally indemnify and hold harmless the Purchaser, its directors, Affiliates, employees and officers ("**Indemnified Persons**") from and against any and all damages, losses, claims, liabilities, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses (including reasonable attorney's fees and expenses) actually borne, suffered and/ or incurred by the Indemnified Persons, ("**Loss**"), which are based upon, arise out of or result from or may be payable by virtue of:

Indemnification by the Promoters and the Seller

Subject to the terms and conditions set forth in this Agreement, the Seller and each of the Promoters, shall jointly and severally indemnify and hold harmless the Purchaser, its directors, Affiliates, employees and officers ("**Indemnified Persons**") from and against any and all damages, losses, claims, liabilities, actions, suits, proceedings, demands, assessments, adjustments, costs and expenses (including reasonable attorney's fees and expenses) actually borne, suffered and/ or incurred by the Indemnified Persons, ("**Loss**"), which are based upon, arise out of or result from or may be payable by virtue of:

10.1.1 any falsity, default, breach or inaccuracy of any of the Representations and Warranties or any representations and warranties under any other Transaction Documents;

10.1.2 any default, negligence, misconduct, misrepresentation or breach of any of the terms, conditions, covenants, undertakings and obligations contained in this Agreement or under any other Transaction Documents;

10.1.3 any third party claim relating to the Business;

10.1.4 any claim by NABL relating to the Business and on account of any act or omission on the part of the Seller which belongs to the period prior to the Closing Date;

10.1.5 any claim under the Contracts or a claim by a customer in relation to the testing which belongs to a period prior to the Closing Date;

10.1.6 any Tax liability including all costs and expenses that are required to be borne by the Purchaser thereof, if any, relating to any event on or prior to the Closing Date;

(each of such breach or failure shall be an "**Event**" and should belong to the period prior to the Closing Date).

10.2 The knowledge of the Indemnified Persons shall not in any manner affect or limit the right to indemnification under this Clause 10. The Seller and the Promoters shall not be entitled to invoke the Indemnified Persons' knowledge (actual, constructive or imputed) of a fact or circumstance that might make a statement untrue, inaccurate, incomplete or misleading as a defence to a claim for breach of any of the Representations and Warranties giving rise to a claim for indemnity.

10.3 If any Indemnified Person is entitled to indemnification under this Clause 10 such Indemnified Person shall give notice within 30 (thirty) days of the Event to the Seller and the Promoters along with details of Loss(es) suffered, to the extent available; provided, however, that any delay in so notifying the Seller and the Promoters, on reasonable grounds, shall not relieve the Seller or any of the Promoters from any obligation or liability. The Seller's and the Promoters' obligation herein shall be subject to their rights to defend and/or settle any such claim. Except



any claim or liability raised by NABL on account of any act or omission on the part of the Seller before the Closing Date, the Seller's and Promoters indemnity obligations shall be subject to the finality of the dispute relating to claim made by the Indemnified Persons.

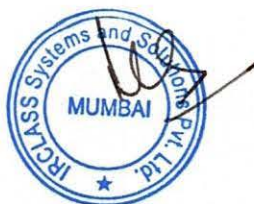
- 10.4 The indemnification rights of an Indemnified Person under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Person may have at law or in equity or otherwise, including the right to seek specific performance, rescission or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 10.5 The indemnification rights of the Indemnified Parties under this Clause 10 are available to the Indemnified Person for a period of 5 (five) years from the Closing Date. Further, the term Loss shall not include any indirect, consequential or exemplary damages and loss of opportunity.
- 10.6 Except any claim or liability raised by i) NABL on account of any act or omission on the part of the Seller before the Closing Date; or ii) a customer or third party claim relating to the testing done by the Seller during a period prior to the Closing Date, no indemnity shall be payable in respect of a Loss where the claim amount does not exceed INR 1,00,000 (Rupees One Lac). Further, both the Seller and Promoter total and aggregate liability (including indemnity claim) under the Transaction Documents shall always be limited to 25% of the Consideration.
- 10.7 Indemnified Party(ies) shall not be entitled to indemnification for any Loss(es) to the extent that such Loss: (i) is attributable to the negligence or misconduct of Indemnified Party; or (ii) is attributable to any act of the Indemnified Party.

11. NON-COMPETE AND NON-SOLICITATION

- 11.1 The Seller and each Promoter hereby jointly and severally confirm, undertake and covenant with the Purchaser that they shall not, and shall procure that their Affiliates shall not directly or indirectly through any other Person (collectively "**Restricted Parties**") from the Closing Date and for a period of five (5) years thereafter, either solely/ jointly or directly/ indirectly (either together with, or on behalf of/ for, or through any Person (including any of their respective Affiliates and/ or Relatives); or whether through partnership or as a shareholder, joint venture partner, collaborator, consultant, manager, adviser or agent for any Person), directly or indirectly:
- 11.1.1 Whether for profit or otherwise, carry on, conduct or be engaged or involved in, concerned or interested in, or assist in, any trade or business which competes with, directly or indirectly, or is similar to, the Business;
- 11.1.2 attempt in any manner to solicit from any client/ customer/ supplier of the Business or to persuade any Person, which is a client/ customer/ supplier of the Purchaser in relation to the Business (including the counterparties to the Contracts which have been assigned/ transferred to the Purchaser pursuant to this Agreement) to cease doing business or to reduce the amount of business which any such client/ customer/ supplier has customarily done or might propose to do with the Purchaser and/ or the Seller as the case may be, whether or not the relationship between the Purchaser and/ or the Seller as the case may be and such client/ customer/ supplier was originally established in whole or in part through the Seller's and/ or the Promoter's efforts; and/ or
- 11.1.3 hire, solicit, induce, engage, entice or encourage any technical employee who is employed with, engaged by or associated with the Business transferred by this Agreement, to leave employment of the Purchaser or hire, employ or otherwise engage any such individual. Notwithstanding the above, in case of non-technical employee or resources, the foregoing restriction shall apply only for a period of 6 (six) months.



- 11.2 The Restricted Parties acknowledge and agree the non-compete covenants contained in this Agreement and the restrictions contained in this Clause 11 are considered reasonable for the legitimate protection of the Business.
- 11.3 The Restricted Parties hereby acknowledge and agree that: (a) from the Closing Date, the Business shall be conducted by the Purchaser and its Affiliates, in any and all geographical regions, (b) the covenants contained in Clause 11.1 are a principal reason and incentive for the Purchaser to enter into the Agreement and the Purchaser has accordingly required that the Restricted Parties make these covenants as a condition to the consummation of the Transaction envisaged herein, (c) pursuant to the acquisition of the Business, in order to protect the interest of the Purchaser, it is essential and reasonable that the Restricted Parties refrain from engaging in the Restricted Business and competing with the Purchaser, (d) the provisions of Clause 11.1 are reasonable and narrowly tailored and necessary to protect and preserve the legitimate business interests of the Purchaser in the Business, (e) the value of the transactions contemplated under this Agreement, for the Purchaser, would be substantially diluted if the Restricted Parties violate any covenants set out hereunder, (f) the provisions of this Clause 11, are interdependent and inseparable from each other; and (g) if any of the covenants contained in Clause 11 and the restrictions envisaged therein is held to be void by a court of competent jurisdiction, the same would be valid and enforceable, if modified or altered to the extent necessary and such restriction shall apply on the Restricted Parties with such modification.
- 11.4 It is the desire and intent of the Parties that the provisions of this Clause 11 shall be enforced to the fullest extent permissible under Applicable Laws. In the event that any one or more of the provisions of this Clause 11 is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. If any provision contained in this Clause 11 is determined by any court or other tribunal of competent jurisdiction to be invalid or unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive or restrictive in any other respect, (a) such provision shall be interpreted to extend over the maximum period of time for which it may be enforceable and/or over the maximum geographical area as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court or other tribunal making such determination, and (b) in its reduced form, such provision shall then be valid and enforceable.
- 11.5 The Restricted Parties acknowledge and agree that the covenants and obligations set forth in Clause 11, relate to special, unique and extraordinary matters, and agree that any breach or threatened breach, of any covenant contained in Clause 11 would result in irreparable injury and damage to the Purchaser, and that the remedies at Applicable Law for any such breach or threatened breach would be inadequate. Therefore, in the event of such breach or threatened breach by the Restricted Parties, the Restricted Parties agree that (a) in addition to, but not in lieu of, any other available non-financial remedies at Applicable Law, the Purchaser shall be entitled to obtain, equitable relief in the form of specific enforcement, restraining order, temporary or permanent injunction or any other equitable and non-financial remedy that may then be available to it. The rights and remedies of the Purchaser under this Clause 11 are cumulative and not alternative, and the exercise of one or more rights or remedies will not preclude the exercise of any other non-financial right or remedy available under this Agreement or Applicable Law.
- 11.6 The Promoters and the Seller hereby agree and confirm that any breach of the obligations set out in this Clause 11 shall be deemed to be a material breach of the obligations of the Promoters and the Seller under this Agreement.



12. TERM AND TERMINATION

12.1 Term

This Agreement shall become effective upon the Execution Date and, in the event Closing has not occurred, shall terminate on the Long Stop Date, unless terminated earlier as provided below, save for Clause 1 (*Definitions*), Clause 10 (*Indemnification*), Clause 13.3 (*Confidentiality*), Clause 13.11 (*Governing Law*), Clause 13.12 (*Dispute Settlement*), and Clause 13.15 (*Notices*) which shall survive such termination.

12.2 Events of Termination

12.2.1 The Purchaser shall be entitled to terminate this Agreement under the following circumstances:

- (a) if prior to or on the Closing Date, the Seller and/ or the Promoters are in breach of any of their obligations under this Agreement or the Representations and Warranties have been breached which are not cured to the satisfaction of the purchaser within 7 (seven) days of its notification ;
- (b) in accordance with Clause 4.5 above;
- (c) upon failure of the Seller to transfer the Business Assets on the Closing Date.

12.2.2 Instead of terminating the Agreement, the Purchaser shall have an option, but not an obligation, to seek specific performance of the Agreement by the Seller and the Promoters.

12.3 Consequences of Termination

Notwithstanding any provision of this Agreement to the contrary, a termination of this Agreement shall not constitute a waiver by any Party of any right or obligation that by its terms shall survive such termination pursuant to this Agreement.

13. MISCELLANEOUS

13.1 Assignment

The Seller and the Promoters shall not be entitled to assign or transfer or purport to assign or transfer this Agreement, in whole or in part, or any rights or obligations hereunder, without prior written consent of the Purchaser. The Purchaser shall be entitled to assign or transfer, in whole or in part, all of its rights and obligations under this Agreement to any third party, with the prior written consent of the Seller and/ or the Promoters.

13.2 No Publicity

No publicity or announcement concerning the sale/ transfer of the Business Assets or any matter related thereto shall be made by any Party without the prior written consent or confirmation of no objection of the other Party save and except announcement or intimation to achieve the objectives or terms of this Agreement. Any such public disclosure which a Party is required to make under Applicable Law shall, to the extent practicable, be subject to the prior intimation to the other Party.



13.3 Confidentiality

13.3.1 Each Party shall treat and shall procure that its directors, officers, employees, managers, partners, members, legal, financial and professional advisors and bankers as the case may be (collectively, "**Representatives**") shall treat as strictly confidential and do not reveal, to any third party without the prior written consent of the other Party, all information received or obtained as a result of entering into or performing this Agreement which relates to:

- (a) the provisions or the subject matter of this Agreement or any document referred to herein; and
- (b) the negotiations relating to this Agreement or any document referred to herein.

13.3.2 Subject to provisions of Clause 13.3.4, from the Closing Date, the Seller and the Promoters shall:

- (a) keep the Confidential Information confidential;
- (b) not (and shall cause its Affiliates and the representatives employees and officers not to), directly or indirectly, disclose, reveal, divulge or communicate to any Person other than the authorized officers, directors and employees of the Purchaser or use or otherwise exploit for its own benefit or for the benefit of any Person other than the Purchaser, any Confidential Information;
- (c) not disclose the Confidential Information to any other Person other than with the prior written consent of the Purchaser;
- (d) not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.

13.3.3 To ensure compliance of Applicable Laws, audit/accounting practices or internal corporate policies of the Seller, the Seller may with the prior consent of the Purchaser disclose the Confidential Information to its officers, professional advisors and/or employees or Governmental Authorities to the extent that it is necessary for the purposes of this Agreement ("**Recipient**"), provided such persons also agree to abide by the confidentiality obligations under this Agreement. The Purchaser shall procure that each Recipient is made aware of and complies with all the Purchaser's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement. For avoidance of doubt it is clarified that no such restriction shall apply to the Purchaser after the Closing Date.

13.3.4 Exceptions. The provisions of Clause 13.3 shall not apply to:

- (a) disclosure of information that is or becomes generally available to the public other than as a result of disclosure by or at the direction of a Party or any of its Representatives in violation of this Agreement and/ or any Transaction Documents;
- (b) disclosure by the Purchaser to its Representatives; or
- (c) disclosure, after giving prior written notice to the other Party to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required by Applicable Law or judicial or regulatory process or in connection with any judicial process regarding any legal



action, suit or proceeding arising out of or relating to this Agreement and/or the Transaction Documents.

13.4 Costs and Expenses

13.4.1 Except as may be otherwise agreed in this Agreement, all Transaction Costs shall be incurred by the Purchaser.

13.4.2 Each Party shall pay its own costs and expenses in relation to the negotiations leading up to the Transactions, and the preparation, execution and carrying into effect of this Agreement and all other documents referred to in this Agreement.

13.4.3 Except the Taxes in relation to the transfer of the Business, if any, all Taxes (including any direct/income taxes) arising out of or in connection with the Transaction shall be borne by the Seller and/or the Promoters.

13.5 Counterparts

This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

13.6 Partial Invalidity

If any provision of this Agreement or the application thereof to any Party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to Parties or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

13.7 Entire Agreement

This Agreement together with the Schedules and the other Transaction Documents contains the entire agreement of the Parties hereto with respect to the Transaction envisaged in this Agreement, and supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent between the Parties (or any of them and/ or any of their representatives) relating to the subject matter of this Agreement.

13.8 Amendment

No modification or amendment of this Agreement shall be valid or binding unless made in writing and duly executed by all the Parties. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

13.9 Specific Performance

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.



13.10 Waiver

13.10.1 The Parties to this Agreement may, by mutual consent:

- (a) extend the time for performance of any of the obligations or other acts of any Party; or
- (b) waive compliance with any of the agreements or conditions of any Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties 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.
- (c) The failure, delay or omission of any Party to assert any of its rights, power or remedy provided by Applicable Law or hereunder shall not affect any such rights, power or remedy or operate as a waiver thereof.

13.11 Governing Law

This Agreement and each Party's rights and obligations hereunder shall be governed by, subject to and construed in accordance with the laws of India. Subject to Clause 13.12, the Parties agree that the competent courts of Mumbai shall have jurisdiction over any disputes arising out of this Agreement.

13.12 Dispute Settlement

13.12.1 The Parties agree to negotiate in good faith to resolve any dispute, difference, controversy or claim arising out of or in connection with this Agreement, or the validity, interpretation, implementation or alleged breach of this Agreement or anything done or omitted to be done pursuant to this Agreement (each a "**Dispute**"). If negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties, within 30 (thirty) Business Days of any Party seeking negotiation by notice to the other Parties, then such Dispute shall be finally settled under, and in accordance with Clause 13.12.2.

13.12.2 Any Dispute that cannot be resolved in accordance with Clause 13.12.1 shall be submitted to final and binding arbitration at the request of any of the Parties upon written notice to the other Parties, and the following shall apply to such arbitration

- (a) The arbitration shall be conducted in accordance with the rules of the Arbitration and Conciliation Act, 1996 amendment or re-enactment thereto from time to time. All proceedings of such arbitration shall be in the English language and the venue of arbitration shall be Mumbai.
- (b) The arbitral panel shall consist of 3 (three) arbitrators, 1 (one) arbitrator to be appointed by the Sellers, 1 (one) arbitrator to be appointed by the Purchaser and the two arbitrators so appointed shall thereafter appoint a third arbitrator.
- (c) The costs of the arbitration shall be borne by the Parties in such manner as the arbitrators shall direct in their arbitral award.
- (d) The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.



- (e) When any dispute is under arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement to the extent practicable.

13.12.3 The Parties specifically agree that no proceedings shall be brought before any court or administrative tribunal for the purpose of seeking stay, to enjoin or otherwise interfere with the consultation or arbitration proceedings.

13.13 Further Assurance

Following Closing, the Seller and its Promoters and the Purchaser shall at their own cost do, execute and perform all such acts, deeds, other documents and other things (or procure the doing, execution or performance thereof) as the Seller (in the case of the Purchaser) or the Purchaser (in the case of Seller) may from time to time reasonably require for the purpose of implementing the provisions of this Agreement including giving full effect to the Transactions contemplated by this Agreement. However, after the expiry of 6 (six) months from the Closing, any act, deeds or things required to be carried out by the Seller and its Promoters on the request of the Purchaser shall be at the Purchaser's cost and expense.

13.14 Seller's and Promoters' Liabilities

The liability of the Seller and the Promoters under this Agreement shall be joint and several. Where any obligation, Representation and Warranty or undertaking in this Agreement is expressed to be made, undertaken or given by the Seller and/ or the Promoters, the Sellers and the Promoters shall be jointly and severally responsible in respect of it.

13.15 Notices

13.15.1 Any notice or other communication whatsoever to be made or given under this Agreement shall only be effective if it is in writing and sent to the Party concerned at its address and for the attention of the individual followed or by an email, as set out below:

Seller

Attention: **CEG TEST HOUSE AND RESEARCH CENTRE PRIVATE LIMITED**

Address: 1st Floor, B-11(G) Malviya Industrial Area Jaipur, Rajasthan, India, 302017

Telephone: 9929094199

Email: vishwas@ceginidia.com

Promoters

Attention: Mr. Vishwas Jain

Address: N-79/80, Adinath Nagar, JLN Marg, JAIPUR, Rajasthan, India 302018

Telephone: 9929094199

Email: vishwas@ceginidia.com

Purchaser

Attention: **IRCLASS SYSTEMS AND SOLUTIONS PRIVATE LIMITED**

Address: 52 A, Adi Shankar Acharya Marg, Opp Powai Lake, Powai, Mumbai – 400 072.

Telephone: 022 – 7119 9599

Email: deepak.patel@irclass.org



provided that a Party may change its notice details as aforesaid, on giving notice to the other Parties of the change in accordance with this Clause 13.15.

13.15.2 Subject to sub-clause 13.15.3, any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

- (a) if delivered personally, on delivery; and
- (b) if sent by email, (i) a "read receipt" system message is returned by email to the sender or (ii) the recipient replies to (otherwise than by automated "out of office" message) or otherwise acknowledges receipt of that email.

13.15.3 Any notice given under this Agreement outside working hours in the place to which it is addressed, shall be deemed not to have been given until the start of the next period of working hours in such place.

IN WITNESS WHEREOF this Agreement has been entered into on the date first written hereinabove.

Seller

**CEG TEST HOUSE AND RESEARCH
CENTRE PRIVATE LIMITED**
by the hand of its duly authorised signatory
Mr. Vishwas Jain

)
)
)



in the presence of Ms. Renu Jain

)

Promoters

MR. VISHWAS JAIN

)

)

in the presence of **SURABHI MISHRA**

)

)

DR. RENU JAIN

)

in the presence of **(AMBUTJAIN)**

)

)

Purchaser

SIGNED AND DELIVERED
for and on behalf of
**IRCLASS SYSTEMS AND
SOLUTIONS PRIVATE LIMITED**
by the hand of its duly authorised signatory
Mr. Arun Sharma

)

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in the presence of Mr Vinay Kshirsagar

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