



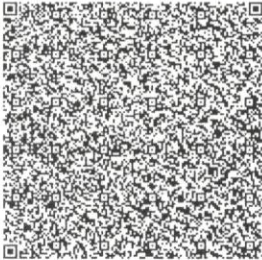
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL05747070877523P
Certificate Issued Date	: 15-Jul-2017 04:44 PM
Account Reference	: IMPACC (IV)/ dl764603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL76460312578989742612P
Purchased by	: MINTER CSTECH PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MINTER CSTECH PRIVATE LIMITED
Second Party	: C S TECHNOLOGY
Stamp Duty Paid By	: MINTER CSTECH PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



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For MINTER CSTECH PRIVATE LIMITED

  
Director

For C. S. TECHNOLOGY

  
Partner

## AGREEMENT FOR TAKE OVER OF BUSINESS

This AGREEMENT is made at New Delhi this 15th day of July, 2017.

Between

**M/S MINTER CSTECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and as amended up to date and having its Registered Office at 428A, Ground Floor, Sant Nagar, East of Kailash, New Delhi-110065, acting through (1) Chandra Veer Singh, and (2) Sunil Kumar, Directors and authorized representative, (hereinafter referred to as the "**Company**" which expression shall, unless the context otherwise requires, mean to include its legal heirs, successors, administrators and assigns) of the **FIRST PART**.

AND

**M/S C. S. TECHNOLOGY**, a partnership firm owned by following partners:

1. Chandra Veer Singh S/o Sh. Hukum Singh R/o House No.82, Near Neha Hospital, Shakti Vihar Dayalpur, Delhi-110094.
2. Sunil Kumar S/o Sh. Kali Ram R/o RZ E 668/19A, Gali No.18D, Sadh Nagar, Part II, New Delhi-110045.

having its office at 428A, Ground Floor, Sant Nagar, East of Kailash, New Delhi-110065 (hereinafter referred to as the "**Seller**" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its respective heirs, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART**;

The "**Company**" and the "**Seller**" shall be individually referred to as a "**Party**" and together referred to as the "**Parties**".

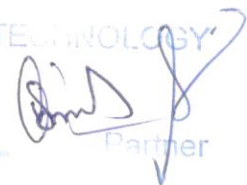
### WHEREAS -

- A. The Seller is carrying on the business as partnership firm of Rental of IT products, software and hardware supports, trading of IT and networking materials, services, AMC, etc..
- B. A detailed description of inventory, Assets, equipment and other articles and things in the said business is given in the First Schedule hereunder written. That the all the inventories, assets, equipments, etc of C.S.TECHNOLOGY, located at Office, warehouse, customer's sites, suppliers sites, shall be sole property of company M/S MINTER CSTECH PRIVATE LIMITED.

For MINTER CSTECH PRIVATE LIMITED

  
Director

For C. S. TECHNOLOGY

  
Partner

C. The Company has approached the Seller with a proposal that the Company will take over the said business of the seller together with all the assets belonging thereto on the following terms and conditions to which the Seller has agreed.

**NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The object of the Company is to take over the said business of the Seller as a going concern together with the liabilities & assets as mentioned in the First Schedule hereunder written.
2. The Purchase Consideration has been agreed between the parties based on a valuation report dated 15/07/2017 of an Independent valuer.
3. The Seller shall transfer the said business together with the liabilities & assets thereof described in the First Schedule hereunder written together with all stock-in trade, in consideration to the Seller as aforesaid and he will execute all necessary documents of transfer as will be required under the advice of the legal consultants to be appointed by the Company.
4. The capital gains tax if any payable on the transfer of such assets will be paid by the Seller and the Seller will indemnify and keep indemnified the Promoters as well as the said Company against any such liability.
5. All the expenses of and incidental to such documents of transfer including stamp duty and registration charges will be borne by the said Company.
6. Except as aforesaid, all liabilities outstanding on the date of transfer, in respect of the said business, if any, and the liabilities by way of income tax, sales tax and other taxes of the Seller will be borne and paid by the Seller and he shall hold the Promoters and the Company indemnified against the same.
7. This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of each of the parties.

For MINTER CSTECH PRIVATE LIMITED

  
Director

For C. S. TECHNOLOGY.

  
Partner



8. Except as required by law, the parties shall keep all negotiations in relation to this agreement and related agreements confidential, and neither party shall make any public or any general announcements with regard to this transaction without the prior concurrence of the other party.

9. No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations (except being an obligation to make payments) under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, government legislation, fires, floods, epidemics, wars, riots and/or acts of government. The Party claiming an event of force majeure shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Party shall resume performance hereunder with the utmost dispatch when such cause is removed.

10. Each Party agrees to indemnify, defend and hold the other Party (hereinafter referred to as "Indemnified Persons"), harmless from and against any and all direct claims or losses (collectively "Losses") that the Indemnified Persons may suffer, sustain, incur or become subject to, arising out of or due to:

- a. the non-fulfillment of any covenant, agreement or other obligation of such Party under this Agreement;
- b. any non-compliance by such Party with any laws, corporate or regulatory provisions which may be applicable to the sale or transfer of the Undertaking; and any non-compliance by such Party with any regulatory requirement or compliance including without limitation, failure to file appropriate reports and make appropriate intimations to the concerned authorities, failure to register itself and/or obtain necessary approvals and/or file applicable returns under various legislations, and
- c. any assessed or un-assessed Taxes (i) in relation to the Defense Business Undertaking as carried out by the Seller before the Closing (ii) as may be held applicable to the Transaction

11. Any dispute or differences between the parties in respect of or concerning or connected with the interpretation or implementation of this agreement or arising out of this agreement shall at the

For MINTER CSTECH PRIVATE LIMITED

  
Director

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Partner

first instance be resolved through mutual negotiations between the parties, thereafter if the dispute still persists then the courts of New Delhi will have the exclusive jurisdiction in the matter.

Witness 1:

Name: SOHAN LAL Bhamra  
Address: 428-AGP, ND-110065

SIGNED AND DELIVERED by FIRST PART

For MINTER CSTECH PRIVATE LIMITED

Director

Witness 2:-

Name: NARAYAN RAO  
Father's Name: LT APPA RAO  
Address: 338FF, MunirKuvillage  
New Delhi-67

SIGNED AND DELIVERED by SECOND PART

For C. S. TECHNOLOGY

Partner