

BUSINESS TRANSFER AGREEMENT

DATED 4TH DECEMBER, 2014

BETWEEN

TOVYA AUTOMATION PRIVATE LIMITED

AND

SYRMA TECHNOLOGY PRIVATE LIMITED

INDEX

Sr. No.	Contents	Page No.
1	Article 1 Definitions and Interpretations	2
2	Article 2 Mutual Representations	4
3	Article 3 Scope of the Agreement	4
4	Article 4 Consideration	5
5	Article 5 Terms of Transfer	5
6	Article 6 Transferor's Covenants	7
7	Article 7 Transferee's Covenants	8
8	Article 8 Conduct of Business until Effective Date	8
9	Article 9 Default	9
10	Article 10 General	10
11	Schedule I List of Assets and their book value as on 30 th November, 2014	12
12	Schedule II List of statutory/industrial licenses, permits, permissions, etc.	13

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(Rs. 300/-)

Customer's Copy	
THE KAPOL CO-OP. BANK LTD. FRANKING DEPOSIT SLIP	
Branch : 743515	Date : 04/12/14
Pay to : Acct - Stamp Duty	Non Registrable
Franking Value	Rs. 300/-
Service Charges	Rs. 10/-
TOTAL	Rs. 310/-
Name & Address of the Stamp duty paying party	
For Syрма Technology Private Limited Unit No. 601, Floral Deck Plaza, MIDC, Opp. SEEPZ-SEZ, Andheri (E), Mumbai - 400 093	
Tel./ Mobile No. 98201 774 588	
Desc. of the Document	
DD/Cheque No.	
Drawn on Bank	
Rs. in Words	
(For Bank's Use Only)	
Tran ID	A254 Rs. _____
Franking Sr. No.	PL-546 Rs. _____
Cashier	Officer

RECEIVED
 THE KAPOL CO-OP. BANK LTD.
 (MULTI-STATE CO-OPERATIVE BANK)
 Non Registrable
 CASH RECEIVED
 DEC 2014

THE KAPOL CO-OP. BANK LTD.
 Fort Branch, Virhadadas
 Chambers, Ground Floor, B, Moon
 Road, Fort Mumbai - 400 003
 STRM/C.R. 100/3/2006/356
 (AUTHORISED SIGNATORY)

THIS BUSINESS TRANSFER AGREEMENT is made at Mumbai on the 4th day of December, 2014

BETWEEN

TOVYA AUTOMATION PRIVATE LIMITED, a company incorporated existing under the Companies Act, 1956 having its registered office at Unit No. 601, Floral Deck Plaza, MIDC, Opp. SEEPZ-SEZ, Andheri (E), Mumbai - 400 093 (hereinafter referred to as the "Transferor") which expression shall, unless repugnant to the subject or context thereof include its successors - in - interest and assigns of the One Part.

AND

SYRMA TECHNOLOGY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Unit No. 601, Floral Deck Plaza, MIDC, Opp. SEEPZ-SEZ, Andheri (E), Mumbai - 400 093 (hereinafter referred to as the "Transferee") which expression shall, unless repugnant to the subject or context thereof include its successors - in - interest and assigns of the Other Part.

(The expressions "Transferor" and "Transferee" are collectively referred to as the "Parties" and any of them singly as "Party").

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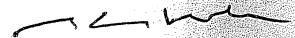
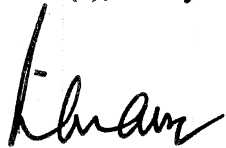
WHEREAS:

- A. The Transferor is engaged in the business of Design, Development & Automation, Quality control, Test engineering & Mechanical Engineering, and Tracking systems.
- B. The Transferee is engaged in the business of providing Electronic Manufacturing Services and manufacturing RFID Tags, Magnetic components etc. The Transferee desires to acquire and has requested the Transferor to transfer the entire Business, as defined below, of the Transferor, as a 'going concern' on an 'as-is-where-is' basis to the Transferee ; and
- C. The Transferor is willing to Slump Sell, as defined below, its entire Business to the Transferee on the terms and conditions contained hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE -- 1: DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings assigned to them hereinbelow:
- 1.2 "Agreement" or "This Agreement" or "these presents" shall mean this Slump Sale / Business Transfer Agreement and all Schedules hereto and amendments thereto made specifically in writing and signed by authorised representatives of the Parties in accordance with the provisions contained in this behalf hereunder.
- 1.3 "Appointed Date" shall mean 1st December, 2014 as the date mutually agreed for effecting the transfer of the entire Business of the Transferor as a "going concern" to the Transferee;
- 1.4 "Assets" means all the assets of the Business of the Transferor, i.e., fixed assets, current assets and contracts and shall include all movable and immovable properties, tenancy rights, industrial and other licenses, permits, authorizations, quota rights, trade marks, patents and other industrial and intellectual property rights, import quotas, office facilities and equipment, rights and benefits of all agreements and all other interest, rights and powers of every kind, nature and description whatsoever, relating to the Business of the Transferor.
- 1.5 "Effective Date" shall mean the date on which the last of the approvals required to give effect to this Agreement is received.
- 1.6 "Premises" shall mean premises. It is being clarified that the Transferor does not own any Premises.
- 1.7 "License Agreements" shall mean the Sub-license Agreement necessary for the conduct of the business of the Undertaking and the Assignment Agreement(s), if any.



borrowings by the Transferor and all other liabilities, whether ascertained or unascertained, contingent and disputed in relation to the Business, any claims by or due to third parties, and statutory dues in relation to the Business.

- 1.9 "Net current assets" means the surplus of the current assets over the current liabilities.
- 1.10 "Undertaking or Business" means the entire business of the Transferor as a 'going concern' on an 'as-is-where-is' basis and shall include:
- 1.10.1 assets of the Undertaking, wherever situated, whether movable or immovable, leasehold or freehold, tangible or intangible, including lands, buildings, factory equipment, validation equipment, office equipment, computers, electrical fittings, furniture and fixtures, plant and machinery, capital work-in-progress, vehicles, accessories, current assets (including inventories, raw material, finished stock, packing materials, sundry debtors, advances recoverable in cash or in kind or for value to be received), deposits, pertaining to or relatable to the business activity; details whereof are provided in "Annexure - I" hereto;
- 1.10.2 all present and future liabilities of the Undertaking (including contingent liabilities) including sundry creditors for purchases, sundry creditors for expenses, cost of raw materials, electricity and water charges, engineering and processing charges, repairs and maintenance, freight and transport clearing charges, administrative and other expenses, selling and distribution expenses, interest and financial charges, personnel cost, trade advances from distributors, sales tax, fringe benefit tax, tax deducted at source, other statutory liabilities and payment obligations under any licenses or permits, appertaining or relatable to the Undertaking of the Transferor; details whereof are provided in "Annexure - I" hereto;
- 1.10.3 all statutory/industrial licenses, permits, permissions, quotas, subsidies, grants, tax credits, incentives or schemes of Central/ State governments, quality certifications and approvals, product registrations, entitlements, if any, in relation to the Undertaking; details whereof are provided in "Annexure - II" hereto;
- 1.10.4 all deposits and balances with Government, Semi-Government, local and other authorities and bodies, customers and other persons, earnest moneys and/or security deposits paid or received in favour of the Transferor directly or indirectly in connection with or in relation to the Undertaking of the Transferor;
- 1.10.5 all books, records, files, papers, product specifications and process information, records of standard operating procedures, computer programmes, along with their licences, manuals and back-up copies, drawings, other manuals, data catalogues, quotations, sales and advertising materials, lists of present and former customers and suppliers, customer credit information, customer pricing information, and other records, whether in physical or electronic form, directly or indirectly in connection with or relating to the goods or services being dealt with by the Transferor in relation to the Undertaking;

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1.10.6 all existing contracts for supply of finished goods, purchase of raw materials, validation services relating to the Undertaking of the Transferor.

1.10.7 The Transferor acknowledges that:

- ✓ there is no Goodwill nor has any Power of Attorney been issued by or in favour of the Transferor;
- ✓ no legal proceedings have been initiated by or against the Transferor;
- ✓ there are no employees of the Transferor;

1.11 "Slump Sale" shall mean the outright Transfer of the Business of the Transferor as an inseparable whole for a lump sum consideration without values being attached to its individual assets and liabilities.

1.12 References to Articles, Clauses, Recitals, Schedules and Appendices are to articles, clauses, recitals, schedules and appendices of and to this Agreement.

1.13 Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and associations and (in each case) vice versa.

1.14 Unless otherwise prohibited by law, if the definition of any words or phrases provided herein conflicts with the definition of said words or phrases contained in a distinct enactment, the definition provided herein shall have overriding effect.

1.15 Headings contained in this Agreement are for convenience of reference only and shall not govern the construction or interpretation of this Agreement including any Article, Clause, Recital, Schedule or Appendix hereof.

ARTICLE -2: MUTUAL REPRESENTATIONS

Each Party represents and warrants to the other that:

- 2.1 It has full legal right, power and authority to enter into, execute and deliver this Agreement and to undertake and perform its obligations set forth herein.
- 2.2 This Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it, in accordance with the terms hereof.
- 2.3 Each of the Parties agree, that in performing its obligations under this Agreement, it shall comply with all applicable laws, regulations, rules, guidelines and Government orders.

ARTICLE -3: SCOPE OF THE AGREEMENT

- 3.1 In payment of the Consideration to be paid by the Transferee to the Transferor in the manner set out herein and subject to the provisions of this Agreement, on the Appointed Day the Transferor shall Transfer and deliver to the

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Transferee and the Transferee shall purchase, acquire and accept from the Transferor, all rights, title and interest of the Transferor in and to the Undertaking, together with all Assets and Liabilities as a "going concern" on an "as-is-where-is basis".

- 3.2 The Parties acknowledge and agree that the transaction will constitute an outright Slump Sale of the Undertaking as an inseparable whole as a "going concern" on 'as is where is basis' for the Consideration to be paid by the Transferee to the Transferor.

ARTICLE 4: CONSIDERATION

- 4.1 A total sum of Rs.5,00,000 (Rupees Five Lacs only) has been paid by the Transferee to the Transferor on or before the execution of this Agreement vide Cheque bearing No. 606634 dated 4th December, 2014 for Rs.5,00,000/- (Rupees Five Lacs only) drawn on State Bank of India, SEEPZ, Andheri (East), Mumbai branch, the receipt of which the Transferor does hereby admits and acknowledges, as consideration for the slump sale of the Undertaking.

ARTICLE 5: TERMS OF TRANSFER

- 5.1 The Transferor agrees to transfer the Undertaking to the Transferee and the Transferee agrees to purchase and acquire from the Transferor the Undertaking with effect from the Appointed Date along with all rights, title and interest as well as liabilities and obligations of the Transferor in or relating to the Undertaking, subject to the covenants and other terms and conditions specified hereunder:
- 5.2 The Transferor shall deliver or assign or execute required documents for transfer of the Assets and Net Current Assets in favour of the Transferee whereupon all the rights, title and interest as well as liabilities and obligations of the Transferor in the said Assets and Net Current Assets would stand transferred to the Transferee.
- 5.2.1 In respect of assets of the Undertaking other than those referred to above, without any further act, instrument or deed, they shall be referred to and vested in and/or be deemed to be transferred to and vested in the Transferee on the Appointed Date.
- 5.3 Upon the coming into effect of this Agreement, the following liabilities and obligations of the Transferor as on the Appointed Date and being a part of the Undertaking shall, without any further act or deed be and shall stand transferred to the Transferee, and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in and shall be exercised by or against the Transferee as if it had entered into such loans or incurred such liabilities and obligations and the Transferee undertakes to meet, discharge and satisfy the same. The liabilities and obligations referred above are:
- 5.3.1 Liabilities which directly and specifically arose out of activities or operations of the Undertaking;
- 5.3.2 Specific loans or borrowings raised, if any, and incurred and utilized solely for the activities or operations of the Undertaking.

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- 5.4 Upon the coming into effect of this Agreement, the balances of general or multipurpose borrowings of the Undertaking, if any, shall be transferred as on the Appointed Date, with the consent of the lenders where appropriate, to and assumed by the Transferee and the obligations to redeem or repay such transferred liabilities shall be that of the Transferee.
- 5.4.1 Where, for any reason, any of the liabilities and obligations of the Undertaking as on the Appointed Date have been discharged by the Transferor after the Appointed Date, such discharge shall be deemed to have been raised, used or incurred for and on behalf of Transferee and shall become its liabilities and obligations.
- 5.4.2 Insofar as the security in respect of the liabilities of the Undertaking as on the Appointed Date is concerned, it is hereby clarified that the Transferee shall, subject to confirmation by the concerned creditor(s), arrange for such security as may be considered necessary to secure such liabilities, and obtain such consents under law as may be prescribed. The Transferor shall assist the Transferee in such negotiations with the creditors.
- 5.4.3 The provisions of this clause insofar as they relate to the transfer of liabilities to the Transferee shall operate notwithstanding anything to the contrary contained in any deed or writing or the terms of sanction or issue or any security document, all of which instruments shall stand modified and/or superseded by the foregoing provisions.
- 5.5 Upon the execution of this Agreement and in accordance with the provisions of relevant laws, all licenses, consents, permissions, certificates, authorities, powers of attorneys given by, issued to or executed in favour of the Transferor, and the rights and benefits accruing thereunder shall, in so far as they relate to the Undertaking, and all quality certifications and approvals, intellectual property rights including patents, copyrights, industrial designs, trade secrets, product registrations and all other interests relating to the goods or services being dealt with by the Undertaking, be transferred to and vested in the Transferee.
- 5.5.1 Where any regulatory approvals are required for the purposes of transfer of consents, permissions, licenses, certificates etc as provided herein, the same shall be obtained by the Transferor by way of specific applications in this behalf.
- 5.6 If any suit, appeal or other proceedings of whatever nature (hereinafter referred to as "the Proceedings") by or against the Transferor in relation to the Undertaking is pending on or after the Appointed Date, the Proceedings may be continued, prosecuted and enforced by or against the Transferee in the same manner and to the same extent as they would or might have been, continued, prosecuted and enforced by or against the Transferor as if the Agreement had not been made. The Transferee undertakes to have all legal proceedings initiated by or against the Transferor with respect to the Undertaking, referred to above, transferred into its name and to have the same continued, prosecuted and enforced by or against the Transferee to the

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exclusion of the Transferor, and both Parties shall make relevant applications in that behalf to the appropriate court / authority.

- 5.6.1 In case the proceedings referred to above cannot be transferred in the name of the Transferee the Transferor shall defend the same in accordance with the advice of the Transferee and at the cost of the Transferee, and the Transferee shall reimburse, indemnify and hold harmless the Transferor against all liabilities and obligation as incurred by the Transferor in respect thereof.
- 5.6.2 In the event that the legal proceedings referred to herein require the Transferor and the Transferee to be jointly treated as parties thereto, the Transferee shall be added as a party to such proceedings and shall prosecute or defend such proceedings in co-operation with the Transferor.
- 5.7 Upon the execution of this Agreement all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Undertaking to which the Transferor is a party or to the benefit of which the Transferor may be eligible, and which are subsisting or having effect immediately before the Appointed Date, shall be and remain in full force and effect on or against or in favour, as the case may be, of the Transferee and may be enforced as fully and effectually as if, instead of the Transferor the Transferee had been a party or beneficiary thereto.
- 5.8 Without prejudice to other provisions of the Agreement and notwithstanding that vesting of the Undertaking with the Transferee occurs by virtue of this Agreement and in accordance with the provisions hereof, if so required under any law or if it is otherwise considered necessary or expedient, the Transferor shall execute appropriate deeds, confirmations or other writings or tripartite arrangements with any party or any writings as may be necessary to be executed merely in order to give formal effect to the terms of this Agreement, without any liability to the Transferor.
- 5.9 The Transferee shall bear all taxes, duties, stamp duties, transfer and registration charges and other levies/charges that may be applicable on the transfer/assignment.
- 5.10 The Undertaking is being transferred as a "going concern" on an "as is where is basis" and accordingly, all payments made by the Transferor with respect to the business or obligation of the Undertaking after the Appointed Date shall be deemed to be for and on behalf of the Transferee and shall be reimbursed by the Transferee to the Transferor within one month of receiving notice from the Transferor of such payment.

ARTICLE - 6: TRANSFEROR'S COVENANTS

- 6.1 The Transferor covenants in respect of the Assets and Net Current Assets that:
- a) the "Transferor" is the sole and absolute owner and no other person or persons has or have any rights, claim or demand of any nature whatsoever unto or upon the said Assets and Current Assets either by way of sale, charge, lien, gift, trust, sublease, easement or otherwise howsoever and has good right, full power and absolute authority to transfer the same to the

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Transferee subject to the restrictive covenants of its existing lenders and as expressly provided herein;

- b) the said Assets and Current Assets are not the subject matter of any litigation, injunction and decree of any court of law nor has the Transferor created any right in favour of anyone in respect of the said Assets/Current Assets and should there be any loss or claim or damages caused to the Transferee in this regard, the Transferee shall be duly and fully indemnified of the same by the Transferor;
- c) it shall furnish to the Transferee, its audited Balance Sheet and Profit and Loss Account and such other information as may be required by the Transferee from time to time including certificates as to the state of the Assets and Equipments or its manner of accounting, upkeep or use by the Transferor;
- d) the Transferor has duly observed and performed the rules and regulations laid down by the concerned authority;
- e) the Transferor shall whenever required so to do from time to time and at all times hereinafter execute and sign or cause to be executed and signed all such letters, forms, applications, deeds, documents, writings, irrevocable Power of Attorney and papers, if any, for more perfectly securing, assuring and effectually ensuring transfer of the Assets & Current Assets in respect of the Undertaking;
- f) the Transferor declares and confirms that it has not entered into any agreement of sale, nor was any such document executed between the Transferor and any other person in respect of the Assets;
- g) upon completion of the transfer in favour of the Transferee, the Transferee shall be entitled to enter upon and occupy and possess the said Assets in its own rights subject to the provisions of this Agreement without any interference, obstruction or disturbance by the Transferor or by any person(s) claiming by, from, through, under for or on behalf of the Transferor;

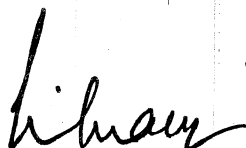
ARTICLE - 7: TRANSFEREE'S COVENANTS

- 7.1 The Transferee further covenants that it has obtained or shall obtain on or before execution hereof all consents, approval etc. as are necessary for or in connection with the execution, validity and enforceability of this Agreement;

ARTICLE - 8: CONDUCT OF BUSINESS UNTIL EFFECTIVE DATE

With effect from the Appointed Date and upto and including the Effective Date, the Transferor shall:

- (a) carry on and be deemed to carry on all its business activities and stand possessed of its Assets for and on account of and in trust for the Transferee and all the profits accruing to the Transferor or losses arising or incurred





by it respecting the business of the Undertaking shall for all purposes be treated as the profits or losses of the Transferee, as the case may be;

- (b) carry on its business with reasonable diligence and shall not without the prior written consent of the Transferee alienate, charge or otherwise deal with or dispose of the Assets of the Undertaking or any part thereof except in the ordinary course of its business;
- (c) not vary the terms and conditions of service of its permanent employees except in the ordinary course of its business;
- (d) not, without the prior written consent of the Transferee, undertake any new business or a substantial expansion of its existing business.

ARTICLE 9: DEFAULT

9.1 An event of default shall occur hereunder:

- a) If the Transferee fails to pay the consideration or other monies payable hereunder within ten days of their becoming due, whether demanded or not, or if a cheque, bill, promissory 'note' or other instrument issued, made, drawn or accepted by the Transferee is returned unpaid, for any reason, when presented for payment.
- b) If the Transferee fails or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions, or stipulations of this Agreement on its part to be observed and performed (other than failure to pay any sum hereunder when due and payable) and if such breach is remediable, fails to remedy the same within 14 (Fourteen) days of notice by the Transferor specifying such default and requiring such default to be remedied.

9.2 Upon the occurrence of any event of default as provided hereinabove, and at any time thereafter, the Transferor shall declare all sums due upon the Transferee failing to make the said payment within 7 (Seven) days thereof, the Transferor may, at its sole discretion do any one or more of the following:

- (a) Institute legal proceedings for recovery of outstanding consideration
- (b) Enter upon and take possession of the assets of the Transferee towards satisfaction of its claim for the outstanding consideration; and
- (c) Exercise any other right or remedy which may be available to it under the applicable law.

9.3 In addition, the Transferee shall be liable for legal fees and other costs and expenses resulting from the foregoing defaults or the exercise of the Transferor's remedies, including repossession of the assets.

9.4 No remedy referred to hereinabove is intended to be exclusive, but each shall be cumulative and shall be in addition to any other remedy available to the Transferor at law.

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ARTICLE 10: GENERAL

10.1 Assignment:

Save as provided in this Agreement, none of the Parties hereto may assign its rights or obligations in whole or in part hereunder without the prior written consent of the other Party hereto.

10.2 Construction:

This Agreement shall be governed by and construed in accordance with the laws, rules, regulations and governmental orders prevailing in India.

10.3 Amendments:

This Agreement executed cannot be cancelled or terminated except as expressly provided herein. This Agreement cannot be amended except in writing and shall be binding upon and to the benefit of the Parties hereto and their permitted successors and assigns.

10.4 Successors Bound:

This Agreement shall be binding on and shall endure for the benefit of the successors-in-interest and assign of each of the Parties hereto.

10.5 Good Faith:

Each of the Parties hereto undertake with the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

10.6 Further Assurance:

The Parties shall use their respective reasonable endeavours to procure that any necessary third parties shall do, execute and perform all such further deeds, documents, assurances, acts and things as any of the Parties hereto may reasonably require by notice in writing to the others to carry out the provisions of this Agreement.

10.7 Entire Agreement:

This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters dealt with herein and supersedes any previous Agreement between the Parties hereto in relation to such matters. Each of the Parties hereto hereby acknowledges that in entering into this Agreement it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein. No variation of this Agreement shall be valid or effective unless made by one or more instruments in writing signed by the Parties hereto which would be affected by such variation.

10.8 Jurisdiction:

The Parties hereby irrevocably agree that the courts of Mumbai have exclusive jurisdiction to settle any disputes arising out of this agreement.

10.9 Notices:

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Any notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out in this Agreement or in any Deed of Adherence or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally, by prepaid certified letter, electronic mail, or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered, if by certified prepaid post, 7 days after posting, and if by electronic mail or facsimile transmission when dispatched.

10.10 Waiver:

No failure to exercise and no delay in exercising on the part of the Parties hereto any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or, remedies otherwise provided by law.

10.11 Severability:

Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement shall continue in full force and effect.

10.12 Dispute Resolution:

10.12.1 If any dispute or difference arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, termination, implementation or alleged breach of any provision of this Agreement or regarding any question relating hereto the Parties hereto shall endeavour to settle such dispute or difference amicably. In the event that they are unable to agree to an amicable solution to the dispute or difference the Parties hereto shall refer such dispute or difference for arbitration as per Clause 10.12.2 hereunder.

10.12.2 Upon failure to amicably settle (as provided under Clause 10.12.1 within a period of 30 days from raising of the dispute or difference, the dispute or difference shall be referred to a sole arbitrator to be appointed with mutual consent. In the event the Parties fail to reach a consensus on the appointment of such sole arbitrator within 30 days of a dispute being raised by any Party, each Party would have a right to nominate one arbitrator each and such nominated arbitrators would thereafter appoint the presiding arbitrator.

10.12.3 The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996.

10.12.4 The place of the arbitration shall be Mumbai.

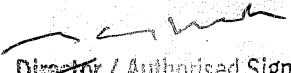
10.12.5 The proceedings of arbitration shall be in the English language.

10.12.6 The arbitral award shall be substantiated in writing and the arbitral tribunal shall also have the right to decide on the costs of arbitration proceedings.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED by the)
withinnamed Transferor, Tovya Automation P. Ltd.)
through its Authorised Signatory, Mr. Sunil Shah)

For TOVYA AUTOMATION PRIVATE LIMITED


Director / Authorised Signatory

In the presence of: Salunke)
(Sanjay Salunke)

SIGNED, SEALED AND DELIVERED by the)
withinnamed Transferee, Syrma Technology P. Ltd.)
through its Director Mr. Vikram Chopra)

For SYRMA TECHNOLOGY PVT. LTD.


Director / Authorised Signatory

In the presence of: Adivarekar)
(TUSHAR ADIVAREKAR)

Annexure - I

List of Assets and their book value as on 30th November, 2014:

S.No.	Particulars		
A	<u>Total Assets:</u>		
1	<u>Fixed Assets (Written Down Value):</u>		
	Plant & Machinery	1,298,060	
	Computers	1,18,243	14,16,303
2	Capital Work in Progress		50,916,444
3	<u>Long-term loans and advance:</u>		
	Deposits considered good	2,40,000	
	Advance Income Tax (Net of Provisions)	2,674	242,674
4	<u>Current Assets:</u>		
	<u>Inventories:</u>		
	Raw material	9,991,759	
	WIP	1,814,500	
	Finished goods	3,800,525	15,606,784
5	Trade Receivables		1,547,434
6	Cash and Bank balance		
	Cash on hand	195	
	FD with banks	1,65,409	165,604
7	Short term loans and advances	2,044,484	2,044,484
	Total Assets (A)		71,939,727
B	<u>Total Liabilities:</u>		
1	Unsecured loans from related parties		68,681,200
2	Trade Payables		1,392,632
3	Other current liabilities		1,315,129
	Total Liabilities (B)		71,388,961
	Net Book Value (A-B)		550,766

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Annexure - II

[Details of statutory/industrial licenses, permits, permissions, quotas, subsidies, grants, tax credits, incentives or schemes of Central/ State governments, quality certifications and approvals, product registrations, entitlements, if any, in relation to the Undertaking]

VAT No. : **29910088121**

Provident Fund No. : **PYBOM0046707000**

Profession Tax No. : **1705369-9**

ESIC No. : **50000267340000699**

PAN No. : **AAACT9388F**

TAN No. : **BLRT01356F**

Service Tax No. : **AACT9388FST001**

Liberty

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