

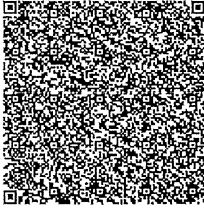
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of Karnataka

#### e-Stamp

Certificate No. : IN-KA78842665405661V  
 Certificate Issued Date : 22-Dec-2023 03:52 PM  
 Account Reference : SELFPRINT (PU)/ ka-self/ JC ROAD/ KA-BV  
 Unique Doc. Reference : SUBIN-KAKA-SELF24030529826746V  
 Purchased by : DARWIN CHENDIRA  
 Description of Document : Article 5(J) Agreement (In any other cases)  
 Property Description : BUSINESS TRANSFER AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : BEGUR TRADING COMPANY  
 Second Party : BEGUR COFFEE LLP  
 Stamp Duty Paid By : BEGUR TRADING COMPANY  
 Stamp Duty Amount(Rs.) : 200  
 (Two Hundred only)



Online E-Stamp Certificate Online E-Stamp Certificate Online E-Stamp Certificate Online E-Stamp Certificate  
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**SELF PRINTED CERTIFICATE**  
**TO BE VERIFIED BY THE RECIPIENT**  
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Please write or type below this line

This agreement is made on 21/12/2023 in the State of Karnataka

BETWEEN

**Begur Trading Company** on 22/12/2023 having Mr. Darwin Nanaiah Chendira as the proprietor of the company, having its registered office at 1/2 Chenivada, Begur, Ponnampet 571216 hereafter has been considered as the First Party/ Transferor.

**BEGUR COFFEE LLP**

**BEGUR COFFEE LLP**

Statutory Alert: **Begur Trading Company**

1. The authenticity of this Stamp Certificate should be verified at 'www.shilpa.com' or using e-Stamp Mobile App of Stock Holding.

2. Any change in the details on this Certificate and as available on the Website / Mobile App renders it invalid.

3. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

Proprietor

**Mrs Pranuthi Chendira**  
Director

**Mr Darwin Chendira**  
Director

AND

**Begur Coffee LLP** on 21/12/2023 having Mrs Pranuthi Devaiah Chendira and Mr Darwin Nanaiah Chendira, as directors of the company, having its registered office at 1/2 Chenivada, Begur, Ponnampet 571216 hereafter has been considered as the Second Party/ Transferee.

RECITALS


1. The Transferor is the owner of the duly registered business that is set to be transferred to new ownership under this Agreement.
2. The Transferee is the party who will be receiving the title as the new owner or custody of the duly registered business under this Agreement.

WHEREAS, the Transferor does hereby transfer, assign the business, and make over unto the Transferee.

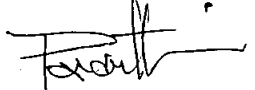
IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transfer of Assets:** The Transferor company agrees to transfer to the Transferee all the undertaking, machinery, vehicles and assets.
2. **Normal Course of Business:** The Transferee shall have all the working rights to carry/run on the business after the closing date. The Transferee will be eligible to transfer all the Electricity, telephonic and related bills in their own name without any obstruction from Transferor to carry on the business in a smooth manner. Subject to the terms and conditions of this Agreement, title to and risk in the Business shall pass to the Transferee company at the Closing.
3. **Assumption of Liabilities:** At Closing the Transferee shall assume and agree to pay, discharge or perform as appropriate only the following liabilities and obligations arising on or after Closing (the "Assumed Liabilities") and the Transferor party shall be liable for all the liabilities arising on or before the closing date:
  - a. All obligations with respect to the debtors, financiers, and banks.
  - b. All obligations under customer purchase orders.
  - c. All leases of personal property and equipment, and contracts or agreements with vendors providing services to the Business after the closing date.

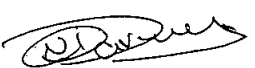
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For, Begur Trading Company

  
Proprietor

911 337700 NOV/20 **BEGUR COFFEE LLP**

  
Mrs Pranuthi Chendira  
Director

**BEGUR COFFEE LLP**

  
Mr Darwin Chendira  
Director

- d. All obligations with respect to the factored accounts receivable of the Transferor.
- e. All the taxes liabilities such as municipal taxes of all local bodies, income tax, cess, surcharge, any property gain tax, GST, PF, ESI or any other tax liability in respect of the business. Except for the Assumed Liabilities, the Transferee is not assuming, nor shall it in any way be liable or responsible for, any liabilities, obligations or debts of Transferor, whether accrued, absolute, contingent or otherwise, arising before or after the Closing.

**4. Delivery and Condition of the Purchased Assets:**

- a. Immediately upon completion of the Closing, the Transferor shall be deemed to have fully and completely transferred to the Transferee all his rights, title and interest, if any, in, as well as possession, custody and control of, the Purchased Assets. The Transferor shall not be liable or responsible for any liabilities or obligations of any kind or nature whatsoever arising out of, under, or related to the Purchased Assets from and after the Closing. The Transferee party cannot claim on property.
- b. The Transferee agrees that it is purchasing and shall take possession of the Purchased Assets in there as is, where is condition and acknowledges that it has previously been given the opportunity to and has conducted such investigations and inspections of the Purchased Assets as it has deemed necessary or appropriate for the purposes of this Agreement.

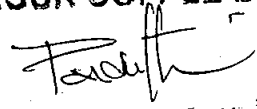
5. **Rights of Transferee Party** All the rights related to Property Survey no 1/2, Chenivada village, Hudikeri Hobli will remain with Mr Darwin Nanaiah Chendira. Mr Darwin Nanaiah Chendira as partner/Director of Transferee party shall exercise full control over any and all of the property including but not limited to the rights to manage, control, operate, improve, transfer, sell, mortgage, lien, destroy and dispose of said property absolutely in any manner. No Objection related to operate their business on this property have been made by the Transfer party to Transferee to avoid any dispute in future.

6. **EMPLOYEES** The Transferor shall terminate the employment of the Employees at the Closing, and the Transferee company shall employ the Employees with effect from the Closing on terms and conditions of service, which are no less favorable than those, which, the Employees enjoyed immediately prior to the Closing with the Transferor without any interruption or break in service. All wages, salaries and other entitlements of the Employees under their respective employment/consultancy contracts and all tax deductions and other contributions relating

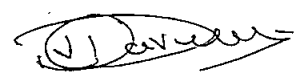
For, Begur Trading Company

  
Proprietor

BEGUR COFFEE LLP

  
Mrs. Prashanthi Chendira  
Director

BEGUR COFFEE LLP

  
Mr. Darwin Chendira  
Director

thereto (including gratuity) which are due and payable at the Closing shall be paid and discharged by the Transferor in respect of the period up to Closing.

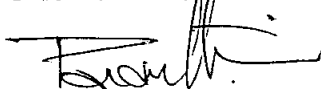
7. **INDEMNIFICATION** Each Party (an "Indemnifying Party") agrees to indemnify and keep indemnified and hold harmless the other Party (the "Indemnified Party") from and against any and all losses, penalties, judgments, suits, costs, claims, liabilities, assessments, damages and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by, imposed upon arising from or asserted against the other Party as a result of relating to or arising out of any breach, default or non-compliance under this Agreement. Transferor Company (an "Indemnifying Party") agrees to indemnify and keep indemnified and hold harmless Transferee company (the "Indemnified Party") from and against any and all losses, penalties, judgments, suits, costs, claims, liabilities, assessments, Damages and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "Losses"), incurred by, imposed upon arising from or asserted against the Transferee company as a result of relating to or arising out of the Specified Indemnities.
8. **Specific Performance.** The parties hereto acknowledge and agree that Damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies a party may have (including but not limited to, Damages), such party shall be entitled without proof of special Damage to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of such provisions. The remedies set forth in this Section are cumulative and shall in no way limit any other remedy any party hereto has at law, in equity or pursuant hereto.
9. **Independent Rights** Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of a Party, whether under this Agreement or otherwise.
10. **Arbitration.** The parties hereto irrevocably agree that any dispute, controversy or claim arising out of, relating to or in connection with this Agreement (including any provision of any exhibit, annex or schedule hereto) or the existence, breach, termination or validity hereof shall be finally settled by arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be held in Ponnampet, Karnataka and shall be conducted by a sole arbitrator appointed by mutual consent of the Transferee and the Transferor,

For, Begur Trading Company



Proprietor

BEGUR COFFEE LLP



Mrs Pranuthi Chendira  
Director

BEGUR COFFEE LLP



Mr Darwin Chendira  
Director

or failing such agreement, such sole arbitrator shall be appointed as per the applicable rules under Arbitration and Conciliation Act, 1996. Nothing in this Section shall prevent the parties from obtaining relief from a court of competent jurisdiction in the form of provisional or conservatory measures (including, without limitation, preliminary injunctions to prevent breaches hereof). Any request for such provisional measures by a party to a court shall not be deemed a waiver of this agreement to arbitrate.

11. **Transferees and Assigns:** The Transferor shall not assign this Agreement or any of their rights or obligations hereunder without the prior written consent of Transferee company. The Transferee company may at any time assign this Agreement and any of its rights and obligations hereunder to any affiliate of the Transferee company without the consent of the Transferor company, and to any other party by providing prior notice in writing to the Transferor company. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective Transferees and assigns any rights, remedies, obligations, or Liabilities under or by reason of this Agreement, except as expressly provided herein.
12. **Governing Law:** This Agreement shall be governed by and construed in accordance as per the local laws prevailing in the state of Karnataka for the time being in force.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 22/12/2023 first above mentioned.

For, Begur Trading Company

For, Begur Trading Company

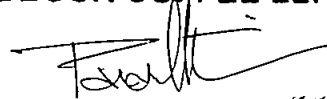


Mr. Darwin Chendira

Title: Proprietor

For, Begur Coffee LLP

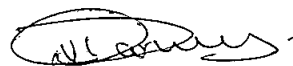
**BEGUR COFFEE LLP**



Mrs. Praveen Chendira

Title: Director

**BEGUR COFFEE LLP**



Mr. Darwin Chendira  
Director

Mr. Darwin Nanaiah Chendira

Title: Director