



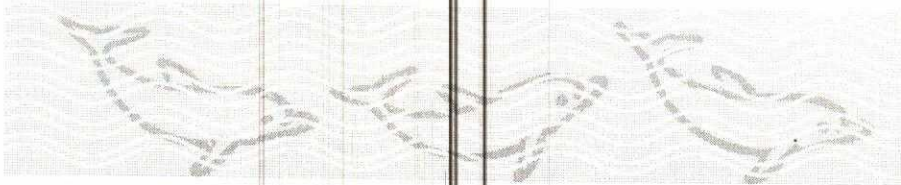
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL85532711307409R
Certificate Issued Date	: 09-May-2019 02:38 PM
Account Reference	: IMPACC (IV)/ dl946503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL94650375246362143681R
Purchased by	: LENS KART SOLUTIONS PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: LENS KART SOLUTIONS PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: LENS KART SOLUTIONS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.

This Stamp paper forms an integral part of this "Business Transfer Agreement" executed between "Lenskart Eyeteck Private Limited" and "Lenskart Solutions Private Limited" as on dated 30th May 2019.



Bansal

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shciestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BUSINESS TRANSFER AGREEMENT

BETWEEN

**LENSKART EYETECH PRIVATE LIMITED
("Seller")**

AND

**LENSKART SOLUTIONS PRIVATE LIMITED
("Purchaser")**



BUSINESS TRANSFER AGREEMENT

THIS BUSINESS TRANSER AGREEMENT is executed at New Delhi on this 30th day of May, 2019 amongst:

Lenskart Eyetech Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at W-123, Greater Kailash -I, New Delhi 110048 (hereinafter referred to as the "**Seller**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART;

AND

Lenskart Solutions Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at W-123, Greater Kailash Part-2, New Delhi 110048 (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the SECOND PART.

The Seller and the Purchaser are hereinafter also individually and collectively referred to as "**Party**" and "**Parties**", respectively.

WHEREAS:

- A. The Seller is engaged in the business of manufacturing of eye frames used in spectacles (herein referred to as "Frame Manufacturing Business");
- B. The Seller is desirous of selling/transferring and the Purchaser intends to acquire, as a going concern and on a Slump Sale (*as defined hereinafter*) basis, the business of frame manufacturing (*hereinafter referred to as "Business"*) for a lump sum consideration, on and subject to the terms and conditions contained in Business Transfer Agreement;
- C. Pursuant to the transfer, the Business (*as defined hereinafter*) of the seller shall be vested in, and operated by, the Purchaser with effect from the Effective Date (*as defined hereinafter*) pursuant to Closing (*as defined hereinafter*); and
- D. The Parties hereto are desirous of executing this Business Transfer Agreement to record the terms and conditions of the understanding arrived at by and between them in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises, agreements and provisions set forth hereinafter, the Parties hereto agree as follows:-

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1. Definitions:

In this Business Transfer Agreement (including in the recitals hereof and schedules hereto), the following words and expressions shall have, where the context so permits, the following meanings ascribed to them:



“**Agreement**” means this Business Transfer Agreement together with all Schedules to this Agreement as it may be amended in accordance with its terms;

“**Agreement Date**” means the date of execution of this Agreement;

“**Assets**” shall mean all of the assets of the Seller in relation to the Business including all Movable Assets (specified in **Schedule I**), current assets, licenses and permits, data, records, insurance policies, and all other assets, tangible and intangible, of every kind, nature or description and wherever situated, owned, leased, possessed, or held on the Date of transfer;

“**Assumed Liabilities**” shall mean all liabilities of the Seller pertaining to the Business of the Seller, including contingent liabilities, as on the Date of transfer;

“**Business**” shall have the meaning given to it in the Recitals;

“**Closing**” means date on which all the conditions precedent to this transfer as specified in Article 5 are fulfilled.

“**Date of transfer**” or “**Effective Date**” means 1st April 2019;

“**Delivery Receipt**” means a memorandum of possession and delivery in agreed form as set forth in **Schedule II**, in respect of all the Movable Assets related to the Business that are capable of transfer by delivery and possession or endorsement;

“**Employees**” means employees of the Business;

“**Encumbrance**” means any security interests, liens (including liens for unpaid Taxes), pledges, charges, options, rights of first refusal, preemptive rights, mortgages, hypothecations, prior assignments, rights-of-way, easements, subleases, encroachments, title retention agreements, use restrictions, imperfections in title, exceptions, indentures, and other encumbrances of any kind;

“**Intellectual Property**” means (a) patents and patent applications; (b) trademarks, service marks, trade names, trade dress and Internet domain names, together with the goodwill associated exclusively therewith; (c) copyrights, including copyrights in computer software; (d) registrations and applications for registration of any of the foregoing clauses (a) through (c); and (e) all proprietary, confidential and/or non-public information, including trade secrets.

“**Law**” or “**Laws**” shall mean and include all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or recognised stock exchanges of India;

“**Ordinary Course**” means an action taken by or on behalf of the Seller that: (i) is recurring in nature and is taken in the ordinary course of the Seller’s normal day-to-day operations; (ii) is not required to be authorized by the Seller’s shareholders, or under the charter documents of the Seller and does not require any other separate or special authorization of any nature other than the approval of the board of directors of the Seller; and (iii) is similar in nature and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal day-to day operations of other Persons that are engaged in the business similar to the Seller;



“Person” shall mean an individual, corporation, partnership, trust or unincorporated organization or a government or any agency or political subdivision thereof, or any other entity;

“Slump Sale” means the transfer of Business in accordance with this Agreement for a lump sum consideration, without values being assigned to the individual assets and liabilities, in accordance with the provisions of section 2(42C) of the Income Tax Act, 1961;

“Taxes” means any and all taxes, duties, imposts, levies, social security charges, premiums, impositions, transfer charges, cess, surcharge, charges in the nature of tax and any fine, cost, penalty or interest (but excluding stamp duty, registration fees or any other taxes on transfer of Business pursuant to this Agreement) connected therewith including income-tax, withholding taxes, capital gains tax, value added tax (VAT), wealth tax, sales tax, service tax, goods and services tax, turnover tax, excise duty, customs duty, development cess, property tax, which is payable under any taxation or other statute.

ARTICLE 2 TRANSFER AND ACQUIRE

2.1. Agreement to Transfer and Acquire

Subject to the provisions of this Agreement, pursuant to Closing, with effect from the Effective Date, the Seller shall sell, transfer, convey, assign and deliver, to the Purchaser and the Purchaser shall purchase, acquire and accept, as the case may be, from the Seller, free from Encumbrances, all rights, titles and interests of the Seller in the Business, together with the Assets on “as is where is basis” and assume all the Assumed Liabilities forming part of the Business as at the Date of transfer on a going concern basis by way of a Slump Sale, including the following:

- 2.1.1 All the movable assets, properties, resources, facilities, utilities and services including machinery, implements, instruments, spares, tools, fittings, utilities, vehicles, furniture, fittings and fixtures, office equipment, communication facilities and capital work-in-progress which are engaged, deployed, employed or used in and forming part of the Business and broad heads whereof as set forth in general in **Schedule I**, hereinafter the “**Movable Assets**”. It is clarified that the Movable Assets will be transferred to the Purchaser by physical delivery;
- 2.1.2 All book debts, advances or deposits, stocks, contingent rights or benefits, receivables, earnest moneys, secured or unsecured loans given, Tax credits (including CENVAT credit), tax benefits and reliefs relating to the Business;
- 2.1.3 All the assets, other than Movable Assets referred to in clause 2.1.1 and assets referred to in clause 2.1.2, related to the Business;
- 2.1.4 All benefits of and obligations under all existing contracts, agreements, etc. entered in to by the Seller and pertaining to the Business, as set forth in **Schedule III**;
- 2.1.5 All rights to use and avail of telephones, facsimile, email, internet, leased line connections and installations, and other services of the Business;



- 2.1.6 All Intellectual Property, computer programmes, manuals, customer data, catalogues, sales and advertising materials, and other Intellectual Property owned by Seller pertaining to the Business;
- 2.1.7 All licenses, permissions, quotas, authorizations, exemptions, approvals, clearances, consents and registrations obtained by Seller from the central government, state governments, local bodies, regulatory and statutory authorities for carrying on or conducting the Business, as more particularly listed in **Schedule IV**, hereto to the extent assignable to the Purchaser under applicable Laws, hereinafter the "**Licenses and Permits**";
- 2.1.8 Goodwill of the Business and full rights, power and authority to the Purchaser for conducting and carrying on the Business in continuation of, and as successor to Seller;
- 2.1.9 All books and records (including customer lists (including contact information and related records) and personnel records (subject to applicable law), but excluding financial and accounting records) of Seller that arise solely out of the conduct or operation of the Business and a copy of all books and records to the extent that they relate primarily to the conduct or operation of the Business to the extent such items are in the possession or control of the Business on the Date of transfer;
- 2.1.10 Employees of the Business as specified in **Schedule V**; and
- 2.1.11 All Assumed Liabilities of the Business.

ARTICLE 3
BUSINESS TRANSFER CONSIDERATION AND ADJUSTMENTS

- 3.1. In consideration for the transfer of the Business to the Purchaser, the Purchaser shall pay to the Seller an aggregate lump sum of Indian Rupees 62,730,000 (Six Crores Twenty Seven Lakhs and Thirty Thousand Only) (hereinafter the "Business Transfer Consideration").

ARTICLE 4
EMPLOYEES AND EMPLOYEE BENEFIT

- 4.1. In pursuance of this Agreement, the Purchaser shall take over and offer employment to all the Employees as specified in **Schedule V** to this Agreement, on terms and conditions commensurate with the prevalent employment policies of the Purchaser, which shall be not less favorable than those available to the Employees while in the employment of the Seller and with the benefit of continuity of service for all purposes including for the computation of the terminal benefits, in case any;
- 4.2. The Seller to provide all necessary assistance and support to the Purchaser (including providing necessary information) for the Purchaser to obtain all requisite statutory / regulatory approvals for providing the employee benefits (including gratuity under the Payment of Gratuity Act, 1972, provident fund under the Employees' Provident Fund & Miscellaneous Provisions Act, 1952, etc.).



**ARTICLE 5
CONDITIONS PRECEDENT**

5.1. Effectiveness of Agreement

This Agreement shall take effect from the Effective Date.

5.2. Conditions Precedent

The obligation of the Purchaser to proceed to Closing is contingent upon the following conditions being fulfilled to the satisfaction of the Purchaser:-

- (a) The Seller shall have obtained and delivered to the all necessary corporate approvals for the execution of this Agreement and the transfer of Business including the approval of Board required under the relevant provisions of the Companies Act 2013, and has delivered certified copies of the same to the Purchaser;
- (b) The Seller shall have obtained all necessary approvals, consents and permits as may be statutorily or contractually required for sale and transfer of the Business in favour of the Purchaser as envisaged in this Agreement, other than those that would not have a material adverse effect on the Business;
- (c) Seller have performed and complied with, in all material respects, each agreement, covenant and obligation required by this Agreement to be so performed or complied with by such Party at or before the Closing Date.

The obligation of the Seller to consummate the transaction on the Closing is contingent upon the following conditions being fulfilled by the Purchaser to the satisfaction of the Seller, provided that the same may be waived, at the sole discretion of the Seller:

- (a) The Purchaser shall have obtained all necessary approvals for the execution of this Agreement and the transfer of Business including the approval of Board required under the relevant provisions of the Companies Act 2013, approval of Shareholders as per Articles of Association and has delivered certified copies of the same to the Seller;
- (b) Buyer have performed and complied with, in all material respects, each agreement, covenant and obligation required by this Agreement to be so performed or complied with by such Party at or before the Closing Date.

**ARTICLE 6
PRE-CLOSING, CLOSING**

Pre-Closing

- 6.1. From the Agreement Date, the Seller shall carry on and conduct the Business only in the Ordinary Course and in a prudent manner. The Seller shall be responsible for the conduct of the Business until the Closing on behalf of the Purchaser.

Closing



- 6.2. Subject to the Purchaser and Seller being satisfied of, or having waived, the fulfillment of the Conditions Precedent, the Parties shall consummate the transactions contemplated in this Article on the Closing with effect from the Effective Date;
- 6.3. Upon Closing, the Seller shall hand over to the Purchaser, all corporate authorisations required for transferring the Business to the Purchaser and the Purchaser shall hand over to the Seller, all corporate authorisations required for acquiring the Business from the Seller;
- 6.4. The Seller shall transfer, assign and deliver to the Purchaser and the Purchaser shall acquire and accept, all of the then existing Assets held by the Seller;
- 6.5. The Seller shall deliver the possession of Movable Assets, as set forth in **Schedule I** to the Purchaser by delivery and the Purchaser shall issue a Delivery Receipt acknowledging the same;
- 6.6. The Purchaser shall make the payment of the Business Transfer Consideration in accordance with Article 3

ARTICLE 7 COVENANTS OF THE PARTIES

- 7.1. Seller covenants and agrees with the Purchaser as follows:
 - (a) To use commercially reasonable efforts to take acts and to execute such documents or agreements or undertakings in a timely manner as may be required to effectively transfer the Business to the Purchaser, including such things and the execution of such documents as may be reasonably necessary to ensure that the contracts and all benefits thereunder are effectively transferred, assigned or novated (as applicable) to the Purchaser until such time that the transfer is completely effected.
 - (b) From the date of this Agreement through Closing, Seller shall use commercially reasonable efforts to maintain and keep available for the Purchaser complete and updated records, approvals, consents, licenses, contracts and other documents with respect to the Business.
 - (c) At the Purchaser's request and expense and without payment by the Purchaser of any further consideration, the Seller will perform such acts and execute and deliver such other instruments, documents and deeds and take such other action as the Purchaser may reasonably request, to perfect the Purchaser's title and beneficial ownership of the Business and effectively put the Purchaser in possession and/or operating control of the Business transferred/assigned or required to be transferred/assigned hereunder and to enable the Purchaser to obtain full benefit of the same. Such action shall extend to giving effect to any novation, assignments or substitution, if required, under any Contracts or Permits.
 - (d) In the event of receipt of any payment by the Seller after Closing in relation to the Business transferred, the Seller shall make commercially reasonable efforts to transfer the same to the Buyer at the earliest, but in no way later than 10 days from the receipt.
 - (e) The Seller undertakes to the Purchaser that the Business shall be conducted on a going concern basis from the Agreement Date. The Seller shall continue to carry on the Business for and on behalf of the Purchaser from the Agreement Date up to



the Closing.

- (f) The Seller to deliver to the Purchaser declarations from the employees in respect of their employee numbers and account numbers, in the respective prescribed formats, under the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 ("EPF Act") read with the Employees' Provident Funds Scheme, 1952 ("EPF Scheme"). The Purchaser shall take all necessary actions, and make necessary filings with the appropriate authorities in order to ensure the transfer of the provident fund and pension accounts of the Employees from the Seller to the Purchaser.

7.2. Purchaser covenants and agrees with the Seller as follows:

- (a) The Purchaser to offer employment to all Employees of the Seller, specified in **Schedule V** in accordance with Article 4. The offers to such Employees shall be on terms and conditions that are no less favourable to the terms and conditions, including compensation levels and benefits, that were provided to such employees, such employment offer to be: (i) contingent upon such Employee accepting employment with the Purchaser by executing the Employment Agreement; (ii) subject to all Applicable Laws, Article 4 and subject to the Purchaser's employment terms, conditions, requirements, policies and practices; and (iii) prior to Closing, without any interruption or break in service.

ARTICLE 8 GOVERNING LAW AND JURISDICTION

8.1. Governing Law

This Agreement and the relationship between the parties hereto shall be governed by, and interpreted in accordance with the laws of India.

8.2. Jurisdiction

Subject to Article 10 below, courts at New Delhi, India shall have the exclusive jurisdiction in respect of any matter or dispute connected with this Agreement.

ARTICLE 9 DISPUTE RESOLUTION

- 9.1. If any dispute or difference arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding any question, including the question as to whether the termination of this Agreement by any Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed if the Parties fail to agree to terms of amicable settlement within 30 (thirty) calendar days of a Party having served a notice upon the other Party for settlement of a dispute amicably.
- 9.2. All disputes, differences or claims arising out of or in connection with this Agreement including, any question regarding its existence, validity, construction, performance,



termination or alleged violation which is not resolved pursuant to Article 10.1 by amicable settlement shall be resolved by binding arbitration.

- 9.3. The venue for such arbitration shall be Delhi and all proceedings shall be conducted in the English language.
- 9.4. The Purchaser and the Seller shall jointly appoint a sole arbitrator mutually acceptable to the Purchaser and the Seller. In the event of failure to agree upon a sole arbitrator for a period of 30 days of receipt of notice requesting appointment of such sole arbitrator, one arbitrator shall be appointed by the Purchaser and one by the Seller. The two arbitrators so appointed shall appoint a third arbitrator.
- 9.5. Such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended from time to time. Any arbitration award by the arbitral tribunal shall be final and binding upon the parties, shall not be subject to appeal.
- 9.6. A Party seeking to commence arbitration under this Article shall first serve a written notice, specifying the matter or matters to be so submitted to arbitration, on the other Party hereto.
- 9.7. All claims and counterclaims shall, to the extent such claims or counterclaims are known at the time any arbitration is commenced, be consolidated and determined in the same arbitration proceeding.
- 9.8. Deposits to cover the costs of arbitration shall be shared equally by the Parties. The award rendered by the arbitrator or arbitrators shall, in addition to dealing with the merits of the case, fix the costs of the arbitration and decide which of the Parties shall bear such costs or in what proportions such costs shall be borne by the Parties hereto.
- 9.9. The award rendered by the arbitrator or arbitrators shall be final and conclusive on all Parties to this Agreement, whether or not such Parties have taken part in the arbitration, and shall be subject to execution in any court of competent jurisdiction.
- 9.10. Good Faith
Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- 9.11. Interim Relief
Nothing shall preclude either Party from seeking interim or permanent equitable or injunctive relief, or both, from the competent courts, having jurisdiction to grant relief on any disputes or differences arising from this Agreement. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy (including for monetary damages) through the arbitration described in this Article.

ARTICLE 10 MISCELLANEOUS

10.1. Expenses

Each Party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsel for preparation and finalisation of this Agreement and any other document contemplated herein.



10.2. Counterparts

The Parties may execute this Agreement in counterparts and each fully executed counterpart shall be deemed an original.

10.3. Invalid Provisions not to invalidate whole Agreement

If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respects under any applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired. If any provisions of this Agreement become invalid, the Parties agree to substitute for such invalid provision, a new provision which serves the purpose of the invalid provision to the furthest possible extent.

10.4. Notices

Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery, or by telex or legible telefax addressed to the intended recipient at its address set forth below, or to such other address or telex or telefax number as a Party may from time to time duly notify to the others:

If to the Purchaser:

[Name : Lenskart Solutions Private Limited
Address : W-123, Greater Kailash, Part- II, New Delhi-110048
Attention : Peyush Bansal
Fax :
Telephone : + 91 9910020313
Email : peyushb@lenskart.com

If to the Seller:

Name : Lenskart Eyetech Private Limited
Address : W-123, Greater Kailash, Part- II, New Delhi-110048
Attention : Neha Bansal
Fax :
Telephone : + 91 9810904228
Email : nehab@valyoo.in

Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by post, and on receipt of transmission in the case of service by telex or telefax.

10.5. Variation

Any variation of this Agreement shall be mutually agreed in writing and executed by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.



THE SELLER

Neha Bansal



By: Lenskart Eyetech Private Limited
Name: Neha Bansal
Title: Director

Witnessed by:

Name:
Address:

THE PURCHASER

Peyush Bansal



By: Lenskart Solutions Private Limited
Name: Peyush Bansal
Title: Director

Witnessed by:

Preeti Gupta

Name: PREETI GUPTA
Address:

SCHEDULE I

LIST OF MOVABLE ASSETS/ FIXED ASSETS TO BE TRANSFERRED TO THE PURCHASER

S. No.	Asset Type	Asset Description	Asset Purchase Date	Amount (Cost)
1	Plant and Machinery	990D Automation Planning	Mar-18	2,048,722
2	Plant and Machinery	Auto 4Axisintelligent Machine	Mar-18	10,467,574
3	Plant and Machinery	Auto Frame Bending Machine	Mar-18	3,082,040
4	Plant and Machinery	Auto Hinge Insert Machine	Mar-18	2,884,462
5	Plant and Machinery	Auto Nose Bending Machine	Mar-18	1,046,579
6	Plant and Machinery	Automatic acetone Machine	Mar-18	76,868
7	Plant and Machinery	Automatic Material Cutting, Nose Bending Machine	Mar-18	4,536,074
8	Plant and Machinery	Axis&doubl work-table precision Milling	Mar-18	1,238,453
9	Plant and Machinery	Eyeglasses Bending Machine	Nov-18	454,610
10	Plant and Machinery	Eyeglasses Lens Cutting Machine	Mar-18	301,492
11	Plant and Machinery	Firction Bonding Machine	Mar-18	1,162,865
12	Plant and Machinery	Foil Marking Machhine for Eyeglass	Mar-18	387,663
13	Plant and Machinery	Grinding Machine	Mar-18	4,401,924
14	Plant and Machinery	Grinding Machine	Nov-18	43,548
15	Plant and Machinery	Hinge Insert Machine	Mar-18	27,909
16	Plant and Machinery	Hood Cover Machine	Mar-18	55,235
17	Plant and Machinery	Manual Bending Machine	Mar-18	511,662
18	Plant and Machinery	Manual Temple Cutting Machine	Mar-18	200,589
19	Plant and Machinery	Pad Marking Machine for Eyeglass	Mar-18	179,611
20	Plant and Machinery	Pad Marking Machine for Eyeglass	Nov-18	179,611
21	Plant and Machinery	Planning Machine	Mar-18	191,875



22	Plant and Machinery	Polishing Machine	Mar-18	947,430
23	Plant and Machinery	Temple Angle Milling Machine	Mar-18	87,216
24	Plant and Machinery	Temple Bending Machine	Mar-18	16,848
25	Plant and Machinery	Temple Core Insert Machine	Mar-18	1,392,524
26	Plant and Machinery	Temple Inside - Outside Planning Machine	Mar-18	255,831
27	Plant and Machinery	Three Side Milling Machine	Mar-18	162,801
28	Plant and Machinery	Two Door Oven	Mar-18	177,869
29	Plant and Machinery	Ultrasonic Washing Machine	Mar-18	302,348
	Grand Total			36,822,233



SCHEDULE II
DELIVERY RECEIPT

To,

Lenskart Solutions Private Limited,

W-123, Greater Kailash Part - 2

New Delhi – 110048

Dear Sirs,

Sub: **Delivery Receipt under the business transfer agreement dated 30th May 2019 (“BTA”)**

Capitalized terms and expressions used in this letter but not defined shall have the same meaning as assigned to such terms in the BTA.

Pursuant to the BTA, we hereby deliver and handover to Lenskart Solutions Private Limited, possession of all the Movable Assets, as set forth in Schedule I of the BTA. All the said Movable Assets are accompanied by the relevant documents including purchase orders, invoices, delivery and possession receipts and any other records pertaining to the said Movable Assets, which are in the possession of the Lenskart Eyetech Private Limited.

Yours sincerely,

Signed and delivered for and on behalf of

Lenskart Eyetech Private Limited

Neha Bansal

←



Name: Neha Bansal

Designation: Director

We acknowledge the receipt of all Movable Assets set forth in Schedule I of the BTA and other material referred above.

.....
Signed and delivered for and on behalf of
Lenskart Solutions Private Limited




Name: Peyush Bansal

Designation: Director

Dated:

SCHEDULE III

LIST OF CONTRACTS AND AGREEMENTS OF SELLER

(NIL)



SCHEDULE IV
LICENSES AND PERMITS

NIL



SCHEDULE V
EMPLOYEES

Sr No	Name of Employee
1	Yovan Chellian
2	Vipin Kumar Tiwari
3	Shiv Kumar Dubey
4	Pushendra Ojha
5	Rakesh Kumar Ram
6	Rahul Sharma
7	Prashant Kumar
8	Md. Shamshad
9	Suraj Pal
10	Danvendra Kumar Pandey
11	Anshul Kumar
12	Manoj Kumar
13	Arvind Kumar
14	Durgesh Kumar Shukla
15	Pradeep Kumar
16	Anurag Tiwari
17	Arvind Kumar Pal
18	Pramod Kumar
19	Shailendra Singh
20	Manoj Rai
21	Rafiq Ahmad
22	Sukhvir Kumar



23	Yogesh Kumar
24	Dharambir Saini
25	Ram Kumar Singh
26	Santosh Kumar
27	Sonu Kumar
28	Rajesh Kumar
29	Guddu Kumar Singh
30	Sandeep Singh
31	Deepak Jha
32	Karan
33	Naveen Panchal
34	Brijesh Yadav
35	Brajesh Kumar Yadav
36	Uday Singh
37	Ravi Kumar
38	Jay Ram Singh
39	Vishnu Sharma

