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INDIA NON JUDICIAL

Government of Karnataka

Rs. 20,000

e-Stamp

Certificate No.	:	IN-KA25435523410126Y
Certificate Issued Date	:	02-Apr-2026 05:58 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0845643736854455Y
Purchased by	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Description of Document	:	Article 5(g)(ii) Agreement or its records or MOA - Sale of moveable property, possession of the property is not delivered
Property Description	:	BUSINESS TRANSFER AGREEMENT
Consideration Price / Market Value (Rs.)	:	472,00,00,000 (Four Hundred Seventy Two Crore only)
First Party	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Second Party	:	MULTILINK
Stamp Duty Paid By	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	20,000 (Twenty Thousand only)

DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED IN-KA25435523410126Y RS. 20,000 02-APR-2026 05:58 PM

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE BUSINESS TRANSFER AGREEMENT EXECUTED BY AND BETWEEN M/S. MULTILINK, DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED, HAMPAPUR GOPAL VASUKI, MANGALA BEGAR MAHADEVARAO, MANOJ VASUKI, SHASHANK GOPAL VASUKI AND HAMPAPUR NARAYAN KAUSHIK ON APRIL 06, 2026

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Government of Karnataka

Rs. 500

e-Stamp

Certificate No.	:	IN-KA25444107909478Y
Certificate Issued Date	:	02-Apr-2026 06:08 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0845646642583643Y
Purchased by	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Description of Document	:	Article 29 Indemnity Bond (As per Article 47)
Property Description	:	BUSINESS TRANSFER AGREEMENT
Consideration Price (Rs.)	:	472,00,00,000 (Four Hundred Seventy Two Crore only)
First Party	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Second Party	:	MULTILINK
Stamp Duty Paid By	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

सत्यमेव जयते

DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
IN-KA25444107909478Y
RS. 500
02-Apr-2026 06:08 PM

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

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Government of Karnataka

Rs. 500

e-Stamp

Certificate No.	:	IN-KA25440180872589Y
Certificate Issued Date	:	02-Apr-2026 06:03 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0845558712347933Y
Purchased by	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	BUSINESS TRANSFER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Second Party	:	MULTILINK
Stamp Duty Paid By	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

सत्यमेव जयते

DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED IN-KA25440180872589Y RS. 500 02-APR-2026 06:03 PM

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THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE BUSINESS TRANSFER AGREEMENT EXECUTED BY AND BETWEEN M/S. MULTILINK, DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED, HAMPAPUR GOPAL VASUKI, MANGALA BEGAR MAHADEVARAO, MANOJ VASUKI, SHASHANK GOPAL VASUKI AND HAMPAPUR NARAYAN KAUSHIK ON APRIL 06, 2026

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Government of Karnataka

Rs. 1,000

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Certificate No.	:	IN-KA25440888448301Y
Certificate Issued Date	:	02-Apr-2026 06:04 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0845558932034492Y
Purchased by	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Description of Document	:	Article 22 Counter part or Duplicate
Property Description	:	BUSINESS TRANSFER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MULTILINK
Second Party	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Paid By	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

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[redacted]

DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
IN-KA25440888448301Y
RS. 1,000
02-APR-2026 06:04 PM

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Certificate No.	:	IN-KA25441669127109Y
Certificate Issued Date	:	02-Apr-2026 06:05 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0845559407207964Y
Purchased by	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Description of Document	:	Article 22 Counter part or Duplicate
Property Description	:	BUSINESS TRANSFER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	HAMPAPUR GOPAL VASUKI
Second Party	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Paid By	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

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DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED IN-KA25441669127109Y RS. 1,000 02-APR-2026

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Government of Karnataka

Rs. 1,000

e-Stamp

Certificate No.	:	IN-KA25441925458354Y
Certificate Issued Date	:	02-Apr-2026 06:05 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0845559923593686Y
Purchased by	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Description of Document	:	Article 22 Counter part or Duplicate
Property Description	:	BUSINESS TRANSFER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	BEGAR MAHADEVARAO MANGALA
Second Party	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Paid By	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

सत्यमेव जयते

DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
IN-KA25441925458354Y
RS. 1,000
02-APR-2026 06:05 PM

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Rs. 1,000

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Certificate No.	:	IN-KA25442356566925Y
Certificate Issued Date	:	02-Apr-2026 06:06 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0845560572260676Y
Purchased by	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Description of Document	:	Article 22 Counter part or Duplicate
Property Description	:	BUSINESS TRANSFER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	MANOJ VASUKI
Second Party	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Paid By	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

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Rs. 1,000

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Certificate No.	:	IN-KA25442994362667Y
Certificate Issued Date	:	02-Apr-2026 06:07 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0845561083427413Y
Purchased by	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Description of Document	:	Article 22 Counter part or Duplicate
Property Description	:	BUSINESS TRANSFER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SHASHANK GOPAL VASUKI
Second Party	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Paid By	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

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Government of Karnataka

Rs. 1,000

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Certificate No.	:	IN-KA25443843648216Y
Certificate Issued Date	:	02-Apr-2026 06:07 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ HALASURU/ KA-SV
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0845561488429269Y
Purchased by	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Description of Document	:	Article 22 Counter part or Duplicate
Property Description	:	BUSINESS TRANSFER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	HAMPAPUR NARAYAN KAUSHIK
Second Party	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Paid By	:	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

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BUSINESS TRANSFER AGREEMENT

BY AND AMONG

DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED (PURCHASER)

AND

M/S. MULTILINK (SELLER)

AND

THE PERSONS MENTIONED IN SCHEDULE A-I (PARTNERS)

AND

THE PERSONS MENTIONED IN SCHEDULE A-II (KEY OPERATIONAL PERSONNEL)

TABLE OF CONTENTS

BUSINESS TRANSFER AGREEMENT

This business transfer agreement ("**Agreement**") is entered into on April 6, 2026 ("**Execution Date**"), by and amongst:

DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having corporate identification number U31900MH2020PTC336722, permanent account number AAHCD6372J and having its registered office at Gut No. 101, Village Farola, Taluka Paithan, Paithan Road, Aurangabad, Bidkingaon, Aurangabad, Paithan, Maharashtra, India, 431105, (hereinafter referred to as the "**Purchaser**" which expression shall, unless it be repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

M/S. MULTILINK, a partnership firm constituted vide the partnership deed dated August 2, 1983, under the Partnership Act, having its office at No. 604, III Stage, I Block, Basaveswaranagar, Bangalore – 560079, having permanent account number AAGFM0079D and represented by Mr. H.G. Vasuki and Ms. Mangala B.M (hereinafter referred to as "**Seller**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and any reconstituted partnership firm continuing in accordance with the Partnership Deed) of the **SECOND PART**;

AND

THE PERSONS MENTIONED IN SCHEDULE A-I HERETO (hereinafter collectively referred to as the "**Partners**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors, heirs, administrators and executors) of the **THIRD PART**;

AND

THE PERSONS MENTIONED IN SCHEDULE A-II HERETO (hereinafter collectively referred to as the "**Key Operational Personnel**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective successors and permitted assigns) of the **FOURTH PART**.

The Purchaser, the Seller and the Partners are individually referred to as a "**Party**" and collectively as the "**Parties**". The Key Operational Personnel are hereby added as Parties to this Agreement solely and exclusively for the limited purposes of, and to the extent of their rights and obligations under Clause 6.7, and shall have no other rights, obligations, or liabilities under this Agreement.

WHEREAS:

A. The Seller is a partnership firm carrying on the business of manufacturing auto-electrical and electronic parts, along with allied items, including, switches, relays, chargers, sensors and other electronic products, for two-wheeler and three-wheeler automotive industry ("**Business**").

B. The Purchaser is engaged in the business of manufacturing, supplying and/ or providing raw materials for: (i) wiring harnesses; (ii) battery assembly; (iii) electrical and electronic components including sensors switches, USB A/ USB C ports, charging guns, off-board chargers; and (iv) control cables, in each case, to the automotive and/ or industrial segments.

C. The Seller is desirous of transferring the Undertaking (*defined below*) to the Purchaser, and the Purchaser is desirous of acquiring the Undertaking, for the lump sum consideration, with no independent values being assigned or assignable to the various components of the Undertaking, equivalent to the Final BTA Consideration (*defined below*), as a going concern on slump sale basis, in compliance with the provisions of Section 77 read with Section 2(103) and Section 2(35) of the IT Act (*defined below*), subject to and in accordance with the provisions of this Agreement.

D. Accordingly, the Parties are desirous of entering into this Agreement for the purposes of setting out the terms and conditions of the transfer of the Undertaking from the Seller to the Purchaser, and the rights and obligations of the Parties in connection thereto.

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND OTHER CONSIDERATION THE SUFFICIENCY AND ADEQUACY WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATION**

1.1. **Definitions**

In this Agreement, unless repugnant to the context, capitalised terms shall have the respective meanings assigned to them in this Clause 1.1 (*Definitions*) and the principles of interpretation set out in Clause 1.2 (*Interpretation*) shall apply:

"**Accounting Standards**" means the accounting standards applicable to the Seller, and as applied by the Seller in a manner consistent with Applicable Laws, past policies and practices;

"**Accounts Date**" means December 31, 2025;

"**Acknowledgement Note**" means a note in the format set out in **Schedule C** (*Acknowledgement Note*), which shall be issued by the Purchaser to the Seller evidencing receipt of the Business Assets set out in such Acknowledgement Note;

"**Action**" means any claim, demand, litigation, arbitration, actions (including civil and criminal actions), suit, investigation, proceeding, hearing, complaint, assessment, inquiry, Order, under Applicable Law or in equity, by or before any court, arbitrator or Governmental Authority;

"**Acquisition Proposal**" has the meaning ascribed to it in Clause 6.5 (*Exclusivity*);

"**Adjusted Holdback Amount**" has the meaning ascribed to it in Clause 4.5(c) (*Holdback Amount and adjustments to Holdback Amount*);

"**Adjustment Estimate Certificate**" means the certificate issued by the Seller to the Purchaser setting out the Estimated Working Capital and Estimated Indebtedness prepared in accordance with **Schedule R** (*Illustrations for Adjustments*);

"**Advance Conditions**" has the meaning ascribed to it in Clause 4.3 (*Advance Consideration*);

"**Advance Consideration**" has the meaning ascribed to it in Clause 4.3 (*Advance Consideration*);

"**Affiliate**" with respect to a Person, means: (a) in the case of a Person other than a natural person, any other Person that either directly or indirectly, through one or more Persons, Controls, is Controlled by or is under common Control with such Person; and (b) in case of a natural Person, any relative (as such term is defined in Section 2(77) of the Companies Act) of such a natural Person and any other Person that is directly or indirectly, through one or more Persons, Controlled by such a natural Person;

"**Agreed Form**" means a document in a form agreed between the Purchaser, and the Seller and initialled for the purposes of identification by or on behalf of each of them, or annexed hereto;

"**AMPL**" means Asahidenso Multilink Private Limited, having its registered office at Plot No.35, Ground Floor, Mphinite Campus, Abbanakuppe Village, Bidadi Industrial Area, Bidadi, Ramanagar, Ramanagara, Karnataka, India, 562109;

"**Announcing Party**" has the meaning ascribed to it in Clause 17.12 (*Public Announcements*);

"**Anti-Corruption Laws**" means all applicable laws and regulations relating to anti-bribery or anti-corruption (including Applicable Laws that prohibit the corrupt payment, giving, offer, promise, or authorization of the payment or transfer of anything of value), including the (Indian) Prevention of Corruption Act, 1988, the (U.S.) Foreign Corrupt Practices Act of 1977, the (U.K.) Bribery Act, 2010, all national and international Applicable Laws enacted to implement the Convention on Combating Bribery of Foreign Officials in International Business Transactions adopted by the Organization for Economic Co-operation and Development on November 21, 1997, and any rules and regulations framed thereunder (in each case as supplemented, amended, re-enacted or replaced from time to time);

"**Anti-Money Laundering Laws**" means all applicable anti-money laundering Applicable Laws, including but not limited to the (Indian) Prevention of Money Laundering Act 2002, the (U.K.) Proceeds of Crimes Act, the EU Anti-Money Laundering Directives and any laws, decrees, administrative orders, circulars, or instructions implementing or interpreting the same, the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970 and any related or similar Applicable Law issued, administered or enforced by any Governmental Authority (in each case as supplemented, amended, re-enacted or replaced from time to time);

"**Applicable Law**" means all applicable statutes, enactments, laws, codes, ordinances, bye-laws, rules, regulations, guidelines, protocols, treatises, policies, as framed by a Governmental Authority and applicable to a Party and including without limitation, directions, directives, Consent, judgments, decisions, decrees, injunctions, writs or orders or any other binding actions of any competent court or any Governmental Authority, having jurisdiction over the matter in question, whether in effect as of the Execution Date or thereafter, which are applicable to any of the Parties respectively;

"**Assumed Liabilities**" means only those liabilities and obligations of the Seller pertaining to the Undertaking for the period prior to the Closing Date that are expressly assumed by the Purchaser, being limited to the items set out in **Schedule BB,** which shall be the liabilities and obligations reflected in the balance sheet of the Seller as at the Closing Date. The broad heads under which such liabilities and obligations are categorised for the purposes of identification and calculation are set out in **Schedule BB**. Assumed Liabilities shall also include liabilities or obligations to the extent accounted for and reflected as Current Liabilities or Indebtedness in the calculation of the Final BTA Consideration;

"**Audited Accounts**" means the financial statements of the Undertaking and includes all assets and liabilities (including the Excluded Assets and Excluded Liabilities) pertaining to the Business residing in the Seller's books of accounts, for the financial years ended March 31, 2023, March 31, 2024 and March 31, 2025, prepared under Indian Generally accepted Accounting Principles (IGAAP) and comprising of the income statements, balance sheet, along with schedules or documents included in or annexed to them;

"**Balance Consideration**" means the Updated BTA Consideration *less* the Advance Consideration *less* the Closing Consideration *less* the Holdback Amount;

"**Basket Threshold**" has the meaning ascribed to it in Clause 12.2 (*De-minimis and Basket Threshold*);

"**Board**" means the board of directors;

"**Borrowings**" of any Person means, without duplication: (i) all obligations of such Person for borrowed money or with respect to deposits or advances; (ii) all obligations of such Person evidenced by bonds, debentures, letters of credit, notes or similar instruments; (iii) all obligations of such Person upon which interest charges are customarily paid; (iv) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person; (v) all obligations of such Person in respect of the deferred purchase price of property acquired or services availed (excluding current accounts payable incurred in the ordinary course) by such Person; (vi) all guarantees by such Person of Borrowings of others; and (vii) any borrowing or payable that may be considered as 'debt' as defined under the Insolvency and Bankruptcy Code, 2016;

"**BTA Consideration**" means INR 472,00,00,000 (Indian Rupees Four Hundred Seventy Two Crores);

"**Business**" has the meaning ascribed to it in Recital A;

"**Business Assets**" means all assets (tangible and intangible), rights, title, properties, privileges, goodwill and interests of the Seller pertaining to the Business (other than the Excluded Assets and Immovable Assets), as at Closing, and as specifically set out below:

(a) Movable Assets;

(b) Intellectual Property;

(c) Insurance Policies;

(d) Employee Benefits;

(e) Records; and

(f) Unutilized GST Input Tax Credits;

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are generally open for business in Bangalore and Mumbai;

"**Business Warranties**" means all the warranties set out in **Part II** of **Schedule B-I** (*Seller Warranties*);

"**Cash and Cash Equivalents**" means, at Closing Date: (i) the book balance of cash at hand and cash at bank credited to a current account (including foreign currency), (ii) deposit account (including interest accrued on such account), (iii) short term marketable securities, including investments in liquid mutual funds, and liquid government securities or such similar liquid instruments net of any outstanding cheques already issued, as calculated at any given point of time which is usable for the purposes of Business, provided that, the term "Cash and Cash Equivalents" shall specifically exclude any Restricted Cash;

"**CGST Act**" means the Central Goods and Services Tax Act, 2017 as amended, supplemented, modified or replaced from time to time (and any successor provisions), together with all applicable rules, regulations, circulars, notifications, Orders, ordinances, policies or directions issued thereunder;

"**Claim**" has the meaning ascribed to it in Clause 11.3(a) (*Indemnification Procedure*);

"**Claim Response**" has the meaning ascribed to it in Clause 11.3(b) (*Indemnification Procedure*);

"**Claim Notice**" has the meaning ascribed to it in Clause 11.3(a) (*Indemnification Procedure*);

"**Closing Date**" has the meaning ascribed to it in Clause 7.1 (*Closing*);

"**Companies Act**" or "**Act**" means the (Indian) Companies Act, 2013, together with all rules, regulations, circulars, notifications, clarifications framed thereunder, as amended, supplemented, modified or replaced from time to time and shall include any statutory replacement or re-enactment thereof;

"**Closing**" has the meaning ascribed to it in Clause 7.5 (*Closing*);

"**Closing Consideration**" means an amount equivalent to 85% (eighty five percent) of the Updated BTA Consideration *less* the Advance Consideration;

"**Closing Working Capital**" means the Working Capital as on the Closing Date, as calculated in the manner as set out in Clause 4 (*Purchase Consideration*) and **Schedule R** (*Illustrations for Adjustments*);

"**Conditions Precedent**" has the meaning ascribed to it in Clause 5.1 (*Conditions Precedent to Closing*);

"**Confidential Information**" means all information (i) in relation to the Undertaking or the Seller which has been disclosed to the Purchaser in connection with this Agreement or the Transaction Documents or the transactions contemplated therein; (ii) all information disclosed by the Purchaser to the Partners in connection with this Agreement or the Transaction Documents; (iii) the terms of the Transaction Documents; (iv) trade secrets, specifications, technology, know-how and all other confidential and proprietary information in relation to the Seller, the Partners, the Purchaser, or the Undertaking, which is not in the public domain, whether or not specifically designated as such; and (v) any dispute or claim between any of the Parties (including disputes arising out of or in connection with this Agreement) or resolution thereof. Without prejudice to the generality of the foregoing, the term Confidential Information shall also include the information which: (i) has been marked by a Party as confidential; or (ii) the Disclosing Party has communicated the confidential nature of; and/or (iii) due to its character or nature a reasonable Person would treat as confidential;

"**Consent**" means any consent, registration, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Governmental Authority, including any corporate authorizations, approvals or consents from shareholders' or any Person;

"**Control**" means, in respect of a Person: (i) ownership of more than 50% (fifty percent) of the voting rights or other equity interests of such Person directly or indirectly, legally or beneficially; or (ii) the power to control the majority of the composition of the Board or the Seller (as applicable) of such Person; and/or (iii) the power to create or direct the management or policies of such Person, by contract or otherwise. The term "**Controlled**" or "**under common Control with**" shall be construed accordingly;

"**Contract Labourer Vendors**" means all Persons who, directly or indirectly, supply labourers and/ or security services personnel to the Seller in connection with the Business, and with respect to whom the Seller has recognised expense or liability during the financial years 2023-24, 2024-25 or 2025–26, pursuant to contractual or other commercial arrangements relating to the Business, as set out in **Part III** of **Schedule Y** (*List of Customers and Vendors*).

"**CP Acceptance Notice**" has the meaning ascribed to it in Clause 5.7 (*Conditions Precedent to Closing*);

"**CP Confirmation Certificate**" has the meaning ascribed to it in Clause 5.6 (*Conditions Precedent to Closing*);

"**Current Assets**" shall include (but shall not be limited to) the following items:

(a) inventories (including impact of revenue cut-off adjustment); plus

(b) trade receivables (gross of any customer bill discounting and including impact of revenue cut-off adjustment); plus

(c) prepaid expenses; plus

(d) advance to suppliers/ vendors (net of capital advances); plus

(e) balance with GST authorities and input tax credits; plus

(f) security deposits and other recoverable deposits with landlords, for utilities and with service providers/ vendors; plus

(g) staff/ employee advances; plus

(h) other current assets and receivables, excluding capital subsidy receivable and income Tax receivables.

"**Current Liabilities**" shall include (but shall not be limited to) the following items, save and except any item included in the definition of Indebtedness:

(a) trade payables (adjusted for stretched trade payables and other liabilities aged more than 180 (one hundred and eighty) days and capital creditors); plus

(b) other payables including provision for expenses, excluding provisions for income Tax; plus

(c) employee benefit payables including salary and bonus/ ex-gratia payables; plus

(d) statutory dues (including GST, PF, ESI and other dues); plus

(e) advance from customer (adjusted for stretched advances aged more than 90 (ninety) days); plus

(f) other current liabilities.

"**Customers**" means the Persons to whom the Seller provides goods and/or services for the purposes of Business, and from whom the Seller has recognised revenue during the financial years 2023-24, 2024-25 or 2025–26, pursuant to contractual or other commercial arrangements relating to the Business, as particularly set out in Part I of **Schedule Y** (*List of Customers and Vendors*).

"**Data Protection Laws**" means all Applicable Laws relating to data protection and the processing of personal data including but not limited to Information Technology Act, 2000 (No. 21 of 2000), Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, Information Technology (The Indian Computer Emergency Response Team and Manner of Performing Functions and Duties) Rules, 2013, the cybersecurity directions issued by the Ministry of Electronics and Information Technology on April 28, 2022, and their related subsidiary legislation, orders, directives and rules;

"**De-minimis Loss**" has the meaning ascribed to it in Clause 12.2(a) (*De-minimis and Basket Threshold*);

"**Disclosing Party**" has the meaning ascribed to it in Clause 14.1 (*Confidentiality*);

"**Disclosure**" means all matters and items specifically disclosed (without omission of relevant information and in a manner which is not misleading) against specific Business Warranties, in the Disclosure Letter and the Updated Disclosure Letter, with sufficient detail, and the terms "**Disclosed**" and "**Disclosing**" shall be construed accordingly;

"**Disclosure Letter**" means the disclosure letter together with all attached relevant documents submitted along with the disclosure letter, in Agreed Form, signed and delivered by the Seller to the Purchaser on the Execution Date, containing Disclosures in relation to the Business Warranties;

"**Dispute**" has the meaning ascribed to it in Clause 17.2(c) (*Governing Law, Jurisdiction and Dispute Resolution*);

"**Disputed Claim**" has the meaning ascribed to it in Clause 11.3(b) (*Indemnification Procedure*);

"**EBITDA**" means the earnings of the Business before interest, tax, depreciation and amortisation, as per the unaudited financial statements of the Undertaking prepared in accordance with Accounting Standards, for the financial year ended March 31, 2026;

"**Employee Benefits**" means the benefits available to the Identified Employees under their current terms of employment including, provident fund benefits, gratuity benefits, bonus, leave encashment benefits, pension, superannuation benefits and other benefits as are offered to the Identified Employees pursuant to Applicable Law and/or under the Employee Benefit Policies of the Seller;

"**Employee Benefit Policies**" means all the benefit funds, benefit plans, pension, gratuity, leave encashment, provident fund, bonus, ex-gratia payment, stock option plans or any other benefit / scheme maintained by the Seller or third party plans, funds or scheme to which the Seller makes a contribution, in relation to the Identified Employees, pursuant to Applicable Law or otherwise;

"**Employment Agreement**" means the Agreed Form employment agreements or appointment letter (as applicable) entered into between the Identified Employees and the Purchaser in accordance with this Agreement, to be effective from Closing;

"**Encumbrance**" means (a) any mortgage, charge (whether fixed or floating), pledge, hypothecation, deed of trust, non-disposal undertaking, escrow, title retention, assignment by way of security, deposit arrangement, guarantee, lien, including negative lien, preference, priority, right of first offer, right of first refusal, pre-emptive right or any other security interest created to secure payment or arrangement of any kind or nature whatsoever having the effect of conferring security or any interest, including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (b) any arrangement for exercising voting rights issued to third parties, power of attorney (by whatever name called) issued to third parties for transferring and/or exercising any rights, voting trust agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; (c) any adverse claim as to title, possession or use that has been asserted in writing and remains pending; (d) any actions / proceedings initiated by a Tax Authority against the relevant Party to recover any outstanding Tax demands, except where adequately provided for in the Seller Accounts; and/or (e) a contract, arrangement or obligation to create or give effect to any of the foregoing. It is hereby clarified that Encumbrances shall exclude all Permissible Encumbrances;

"**Environment**" means any of the following media: air (including indoor, workplace and ambient air), water (including surface water, drinking water and groundwater), land (including soil, land surface, subsurface strata, sediments, stream sediments and wetlands) and other natural resources, flora and fauna living in or on such media;

"**Environmental Consents**" means any Consent required under Environmental Laws;

"**Environmental Laws**" means and refers to the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, the Environment (Protection) Rules, 1986, the Bio-Medical Waste (Management & Handling) Rules, 1998, the E-waste (Management and Handling) Rules, 2011 and the Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2016, and their related subsidiary legislation, orders, directives and rules;

"**Escrow Agent**" means Sumitomo Mitsui Banking Corporation or such other escrow agent appointed in accordance with the terms of the Escrow Agreement;

"**Escrow Account**" means the interest-bearing cash escrow account set up pursuant to the terms of this Agreement and the Escrow Agreement, with the Escrow Agent, into which the Purchaser shall deposit the BTA Consideration and such other amounts as may be set out in this Agreement and the Escrow Agreement (if applicable);

"**Escrow Agreement**" means the escrow agreement (in Agreed Form) executed simultaneously with this Agreement by and among the Seller, the Purchaser, and the Escrow Agent for the purpose of establishing the Escrow Account and setting out the terms for the deposit and release of the BTA Consideration, Escrow Interest and such other amounts as may be set out in this Agreement and the Escrow Agreement (if applicable);

"**Escrow Interest**" has the meaning ascribed to it in Clause 4.2(e).

"**Estimated Indebtedness**" means a good faith estimate of the Indebtedness as at Closing made by the Seller on the date of issue of the Adjustment Estimate Certificate, as calculated in the manner as set out in **Schedule R** (*Illustrations for Adjustments*);

"**Estimated Working Capital**" means a good faith estimate of the Working Capital as at Closing made by the Seller on the date of issue of the Adjustment Estimate Certificate, as calculated in the manner as set out in **Schedule R** (*Illustrations for Adjustments*);

"**Export Control Laws**" means Applicable Laws relating to export, re-export, transfer, and import controls, including the Indian Foreign Trade (Development and Regulation) Act 1992, U.S. Export Control Reform Act, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, the customs and import Laws administered by U.S. Customs and Border Protection, and EU Dual Use Regulation (Regulation (EC) No. 428/2009);

"**Excluded Assets**" means the list of assets of the Seller pertaining to the Business as set out in **Schedule U** (*List of Excluded Assets*) that are not being assumed or transferred to the Purchaser under the Transaction Documents;

"**Excluded Employees**" means the list of employees of the Seller pertaining to the Business as may be mutually agreed in writing between the Purchaser and the Seller prior to the Closing Date;

"**Excluded Liabilities**" means all liabilities and obligations of the Seller, other than the Assumed Liabilities, including, without limitation, all Tax related liabilities pertaining to the Business incurred prior to Closing or related to a period prior to the Closing regardless of whether they are assessed or payable after the Closing Date;

"**Excluded Records**" means (a) any records relating to Excluded Assets or Excluded Liabilities, to the extent they are not relevant to the Business; (b) any records relating to the Specific Affiliated Entities; (c) internal valuations, communications, or other related, documents prepared solely for the purposes of and in connection with the negotiation of the Transaction; (d) any information subject to legal privilege which does not pertain to the Business and/or the Undertaking, *provided that*, the Seller and/or the Partners shall provide all relevant details in relation to such information if the omission of such information may have or is likely to have an adverse effect on the Business and/or the Undertaking post the Closing Date; (e) any records pertaining to the Freehold Land, other than the records required to be delivered as per the Lease Agreements; (f) disclosure of personal data in contravention of Applicable Law; and (g) any disclosure of information in contravention of Applicable Law;

"**Excluded Related Party Transactions**" means the related party transactions set out in **Part A of Schedule V** (*Excluded Related Party Transactions*);

"**Exclusivity Period**" has the meaning ascribed to it in Clause 6.5 (*Exclusivity*);

"**Final BTA Consideration**" means BTA Consideration as adjusted in accordance with Clauses 4.4 (*Adjustment to BTA Consideration*) and 4.5 (*Holdback Amount and adjustment to Holdback Amount*) of this Agreement;

"**Freehold Land**" means such part of the freehold land of the Seller, as set out in **Schedule S** (*Description of Freehold Land*);

"**Fundamental Warranties**" means the warranties set out in **Part I** of **Schedule B-I** (*Seller Warranties*);

"**Governmental Authority**" means any (i) super-national, national, regional, state, county, city, town, village, district or other jurisdiction; (ii) federal, state, local, municipal, foreign or other government; and (iii) governmental, quasi-governmental, regulatory, statutory or administrative authority, agency, department, commission, organisation or instrumentality (whether local, municipal, national or otherwise), court, board or tribunal of competent jurisdiction or other law, rule or regulation making entity, in each case, having jurisdiction over any of the Parties, the Business and its activities, or the transactions contemplated by this Agreement (including, without limitation, on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof);

"**Government Official**" means any: (a) employee or official of: (i) a Governmental Authority; (ii) an instrumentality of a Governmental Authority, including any state-owned enterprise, government agency or government advisor; (iii) political party; or (b) candidate for political office;

"**GST**" means applicable Tax payable under GST Laws and/or any compensation or cess payable in terms of the GST Laws;

"**GST Laws**" means the CGST Act, Integrated Goods and Services Tax Act, 2017, Union Territory Goods and Services Tax Act, 2017, State Goods and Services Tax Acts 2017, passed by the states in India, or any other statute, Order, or ordinance issued as a part of the regime applicable to goods and services, and shall include rules, regulations, amendments, bylaws, notifications, circulars and clarifications issued thereunder, as amended, supplemented, modified or replaced from time to time and shall include any statutory replacement or re-enactment thereof;

"**GSTN Portal**" refers to the online platform maintained by the Goods and Services Tax Network (GSTN), accessible at www.gst.gov.in;

"**Hazardous Substances**" means any natural or artificial substance of any nature whatsoever (whether in the form of a solid, liquid, gas or vapour alone or in combination with any other substance) which is capable of causing harm or damage to the environment or to public health or welfare or capable of causing a nuisance, including without limitation, controlled, special, hazardous, toxic or dangerous wastes or pollutants or any constituent or mixture of any of the foregoing, or other words of similar meaning, under any Environmental Law;

"**Holdback Amount**" has the meaning ascribed to it in Clause 4.5(a) (*Holdback Amount and adjustments to Holdback Amount*).

"**ICICI Home Loan Facility**" means the Borrowings of *inter alia* Mr. H. G. Vasuki obtained from ICICI Bank Ltd. and governed under the ICICI Home Loan Facility Documents;

"**ICICI Home Loan Facility Documents**" means the sanction letter dated January 16, 2018 issued by ICICI Bank Ltd., the memorandum of deposit of title deeds submitted by Mr. H. G. Vasuki to ICICI Bank Ltd and any other documents in relation thereto;

"**Identified Employees**" means all employees of the Seller who are primarily employed in relation to the Business, and as specified in **Schedule D** (*Identified Employees*), along with any other employees of the Seller mutually agreed between the Purchaser and the Seller;

"**Identified Employee Records**" means all necessary information (along with all underlying documents) that is available with the Seller and is required for the transition of the Identified Employees, including access to facilities and personnel records, which shall include, at a minimum, the employee's name, date of birth, date of hire, compensation details (including base salary, bonuses, incentives, and allowances), employment and compensation history, benefit plan participation status, covered dependents and designated beneficiaries, performance appraisals, disciplinary records, grievance history, medical records (to the extent permitted by Applicable Law), occupational health and safety records, and any other employee-specific information reasonably required for the Purchaser to administer payroll, Employee Benefits and Employee Benefit Policies. It is hereby clarified that Identified Employee Records shall not include any Excluded Records;

"**Immovable Assets**" means Freehold Land and the Manesar Land, all the buildings and plants (including all the machinery embedded into the earth, cables and wirings, transformers and distribution panels), each of which pertains to the Business, *provided that*, any asset capable of being removed without material structural damage to, or requiring substantial reinstatement of, the Freehold Land and/or the Manesar Land shall not be regarded as an Immovable Asset, regardless of the manner of its attachment;

"**Indebtedness**" means, in relation to the Undertaking, the aggregate amount of the following (without double counting):

(a) income Tax payables (net of tax deducted at source receivables and income tax refunds available to the Seller for any period prior to Closing, in each case recoverable and not disputed by the relevant Tax Authority);

(b) stretched trade payables and other liabilities aged more than 180 (one hundred and eighty) days;

(c) capital creditors (net of capital advances aged less than 180 (one hundred and eighty) days);

(d) obligation under customers bill discounting arrangement;

(e) stretched customer advances aged more than 90 (ninety) days; and.

(f) stretched statutory dues aged more than 30 (thirty) days.

"**Indemnified Party**" has the meaning ascribed to it in Clause 11.1 (*Indemnity*);

"**Indemnifying Parties**" has the meaning ascribed to it in Clause 11.1 (*Indemnity*);

"**Indemnity Event**" has the meaning ascribed to it in Clause 11.1 (*Indemnity*);

"**Insurance Policies**" means all insurance policies in relation to the Undertaking obtained or renewed by the Seller prior to the Closing Date, as set out in **Schedule E** (*Insurance Policies*);

"**Intellectual Property**" means all registered and unregistered intellectual property rights, including inventions (ongoing or completed), invention registrations, approvals, patents and patent applications, trademarks, service marks, trade dress, logos, brands, domain names, trade names and corporate names, copyrights, computer software, Trade Secrets, business information (including pricing and cost information, distribution network, business and marketing plans, customer relationships and lists and supplier lists) and know-how (including manufacturing and production processes and techniques and research and development information), licenses, industrial designs, in-process research and development, engineering drawings, design drawings, manufacturing drawings, castings and moulding, technical documents, test data, databases and data collections, whether registered or registerable under Applicable Law of any territory or jurisdiction, used in relation to the Business and/or the Undertaking, as set out in **Schedule F** (*Intellectual Property*);

"**Interim Period**" has the meaning ascribed to it in Clause 6.1 (*Covenants till Closing*);

"**INR**" means Rupees, the lawful currency of the Republic of India;

"**IP Assignment Deed**" means the deed of assignment of intellectual property rights (in Agreed Form) to be executed by and between the Seller and the Purchaser for the purpose of assigning the Intellectual Property as listed in **Schedule F** (*Intellectual Property*) in favour of the Purchaser;

"**IT Act**" means the (Indian) Income-tax Act, 2025 as amended or supplemented from time to time (and any successor provisions) including any statutory modifications, replacements or re-enactment thereof together with all applicable bye-laws, rules, regulations, Orders, ordinances, policies, directions or supplements, amendments, notifications, circulars and clarifications issued thereunder;

"**IT Systems**" means servers, hardware systems, website, databases, circuits, networks and other computer and telecommunication assets and equipment;

"**Lease Agreement**" means the lease agreements (in Agreed Form) to be entered into between the Seller and the Purchaser, to be effective from Closing, pursuant to which the Seller shall lease the Freehold Land together with the buildings and plants situated thereupon, in relation to the Business, in favour of the Purchaser, together with the right to lawful possession and use thereof, and without transferring ownership of such Freehold Land and such buildings and plants therein to the Purchaser, on the terms and conditions set out therein.

"**Licenses**" means permits, licenses, consents, approvals, registrations, clearances, waivers, grants, concessions, certificates, exemptions, Orders and authorizations issued by any Governmental Authority, to the extent required for the conduct of the Business by the Seller under Applicable Law;

"**Loans**" means all such facilities in relation to the Business as more specifically identified in **Schedule G** (*Loans*);

"**Long Stop Date**" means May 31, 2026, or such other date as may be agreed between the Seller and the Purchaser in writing, *provided that*, the Purchaser may unilaterally extend the 'Long Stop Date' until the Seller refunds the Advance Consideration to the Purchaser in accordance with this Agreement;

"**Loss**" means any direct losses, damages, liabilities (including without limitation, interest and penalties under Applicable Laws), claims, actions, judgement, assessment, costs or expenses, Taxes, including reasonable documented legal and other professional fees and expenses, but in all cases excluding any indirect, remote or consequential or exemplary or any special or punitive losses, or loss of profits or loss of opportunity;

"**Madhusudan**" means Mr. Madhusudan, with Aadhar card number 460248888590;

"**Manesar Land**" means the land bearing Plot No. 88, located at, Sector 4, IMT, Manesar District, Gurgaon (Haryana), India – 122052, admeasuring 1012.5 square meters;

"**Material Adverse Effect**" means any event, occurrence, fact, condition, change, development or effect occurring after the Execution Date, which either individually or collectively with any other event or circumstance, will, or is likely to materially and adversely affect:

(a) the assets, business, liabilities, financial condition, results or operations of the Undertaking, which may have an annualized financial impact of more than 10% (ten percent) of the EBITDA;

(b) the ability of the Seller and the Partners to perform their obligations under the Transaction Documents; or

(c) the validity or enforceability of the Transaction Documents, or of the rights or remedies of the Purchaser under the Transaction Documents, pursuant to Applicable Law;

provided however, that, any adverse effect arising directly out of: (i) general economic, regulatory or political conditions affecting markets in general; and (ii) any act of God, including any earthquakes, floods, or other natural disasters unless such act has the effect of causing material disruptions to the operations of the Seller; (iii) any hostilities, acts of war (whether or not declared), sabotage, terrorism or military actions, act of war, sabotage, terrorism or military actions; and (iv) changes in Accounting Standards, after the Execution Date, shall not constitute or be deemed to contribute to a Material Adverse Effect; provided further that, the exceptions in sub-clauses (i) to (iv) immediately above shall not apply if there is a materially disproportionate effect on the Seller compared to other participants in the industries or geographies in which the Seller conduct its Business;

For the avoidance of doubt, a Material Adverse Effect shall not include: (A) any adverse effect solely on the Purchaser's rights, remedies or enforceability of the Transaction Documents; or (B) any event, change or effect that is temporary in nature and capable of being cured prior to the Long Stop Date to the Purchaser's satisfaction, without incurrence of any liability by the Purchaser and/or imposition of any adverse conditions on the Purchaser and/or the Undertaking;

"**MCIA Rules**" has the meaning ascribed to it in Clause 17.2(e) (*Governing law, Jurisdiction and Dispute Resolution*);

"**Megasphere**" means Megasphere Pte. Ltd., a company incorporated under the Applicable Laws of Singapore, bearing registration number 201805871K;

"**Movable Assets**" means all movable property pertaining to the Undertaking (including the movable property in Freehold Land and the Manesar Land), including (but not limited to) plant and machinery, manufacturing equipment (including presses, winding and coil-forming machines, stamping and crimping machines, moulds, surface mount technology lines, testing and assembly lines, and live concept setups), capital work in progress, as more particularly set out in **Schedule H** (*Details of Capital Work In Progress*) of this Agreement (as may be updated in accordance with Clause 7.2(k) of this Agreement), current assets specified **Schedule I** (*Details of Current Assets*) (as may be updated in accordance with Clause 7.2(k) of this Agreement), furniture and fixtures, vehicles, debtors (including Trade Debtors), receivables from customers, office equipment, raw materials, stores and spares, tools, work-in-progress, finished goods and other inventory and stocks, whether used or unused and irrespective of their location and any asset relating to the Business that is capable of being removed without material structural damage to, or requiring substantial reinstatement of, the Freehold Land and/or the Manesar Land; as more specifically set out in **Schedule DD** (*List of Movable Assets*);

"**Net Liquidity Position**" means the aggregate of the Cash and Cash Equivalents and the Permissible Investments maintained by the Partners;

"**Net Liquidity Period**" has the meaning ascribed to such term in Clause 12.6 (*Net Liquidity Position*);

"**Net Liquidity Statement**" has the meaning ascribed to such term in Clause 12.6 (*Net Liquidity Position*);

"**Non-Compete Business**" means any business that competes with or is similar to the Business;

"**Non-Compete Period**" has the meaning ascribed to it in Clause 16.1 (*Non-compete and Non-solicitation*);

"**Objection Notice**" has the meaning ascribed to it in Clause 11.3(b) (*Indemnification Procedure*);

"**Order**" means any award, injunction, judgment, decree, order, ruling or verdict or other decision issued, promulgated or entered by or with any Governmental Authority of competent jurisdiction, which is enforceable and not vacated or capable being appealed;

"**Ordinary Course of Business**" means an action, event or circumstance that is taken or occurs in the ordinary course of the relevant Person's normal day-to-day operations, consistent with past practices and existing policies;

"**Other Vendors**" means all Persons who, directly or indirectly (including through Megasphere), supply goods and/or services (other than contract labourers and security services personnel) to the Seller in connection with the Business, and with respect to whom the Seller has recognised expense or liability during the financial years 2023-24, 2024-25 or 2025–26, pursuant to contractual or other commercial arrangements relating to the Business, as set out in **Part II** of **Schedule Y** (*List of Customers and Vendors*);

"**Partnership Act**" means the Indian Partnership Act, 1932, together with all rules, regulations, circulars, notifications, clarifications framed thereunder, as amended, supplemented, modified or replaced from time to time and shall include any statutory replacement or re-enactment thereof;

"**Partnership**" means a partnership firm, as defined under the Partnership Act;

"**Partnership Deed**" means the principal partnership deed entered into on August 2, 1983, constituting the Seller, as amended, modified, supplemented or reconstituted from time to time, including pursuant to the deeds of partnership reconstitution dated (i) February 1, 1986; (ii) March 10, 1993; (iii) April 1, 1994; (iv) April 1, 1998; (v) January 8, 2024; and (vi) September 27, 2025, and includes any further amendments, supplements or reconstitutions agreed between the Partners, subject to the terms of this Agreement;

"**Payment Date**" has the meaning ascribed to it in Clause 11.3(e) (*Indemnification Procedure*);

"**Permissible Investments**" means any investments in: (a) liquid debt mutual funds; (b) fixed and term deposits (including interest accrued on such deposits); and/or (c) liquid government securities and liquid government bonds issued by the Government of India, in each case, which are not subject to any contractual or legal transfer restriction (including any Encumbrance);

"**Permissible Encumbrances**" means the list of Encumbrances in relation to the Business existing over the Undertaking as of the Execution Date, as set out in **Schedule T** (*Permissible Encumbrances*);

"**Person**" means any individual, entity, joint venture, company (including a limited liability company), corporation, partnership (whether limited or unlimited), proprietorship, trust or other enterprise (whether incorporated or not), HUF, union, association of persons, government (central, state or otherwise), or any agency, department, authority or political subdivision thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees and the beneficiary or beneficiaries from time to time;

"**Personal Property**" means the list of personal assets of the Seller and/or the Partners, as set out in **Part B** (*Personal Property*) of **Schedule U** (*List of Excluded Assets*);

"**Post-Closing Acceptance Notice**" has the meaning ascribed to it in Clause 8.6 (*Post-Closing Conditions*);

"**Post-Closing Conditions**" has the meaning ascribed to it in Clause 8.2 (*Post-Closing Conditions*);

"**Post-Closing Date**" means, subject to the completion of the Post-Closing Conditions to the satisfaction of the Purchaser in accordance with Clause 8 (*Post-Closing Conditions*), the date as may be agreed between the Purchaser, Seller and the Partners in writing, on which the actions under Clause 8.7 take place, which shall be no later than 3 (three) Business Days from the date of issuance of Post-Closing Acceptance Notice in accordance with Clause 8.6 of the Agreement;

"**Post-Closing Confirmation Certificate**" has the meaning ascribed to it in Clause 8.5 (*Post-Closing Conditions*);

"**Post-Closing Long Stop Date**" means June 30, 2026 or such other date as may be mutually agreed between the Seller and the Purchaser;

"**Post-Closing Release Condition**" has the meaning ascribed to it in Clause 8.2 (*Post-Closing Conditions*);

"**Post-Closing Resolution Notice**" has the meaning ascribed to it in Clause 8.6 (*Post-Closing Conditions*);

"**Provisional Accounts**" means the unaudited provisional financial statements of the Undertaking, comprising the balance sheet as at the Accounts Date, the income statements, along with schedules or documents included in or annexed to them for the period from April 01, 2025 to the Accounts Date, which are certified by the management of the Seller as being true and fair and prepared under Indian Generally Accepted Accounting Principles (IGAAP), applied on a basis consistent with the preparation of the Seller's Audited Accounts;

"**Purchaser Bank Account**" means the Purchaser's bank account the details of which shall be shared by the Purchaser with the Seller and the Escrow Agent, at least 5 (five) days prior to the Long Stop Date;

"**Receiving Party**" has the meaning ascribed to it in Clause 14.1(a) (*Confidentiality*)*;*

"**Records**" means, to the extent available with the Seller, the original books, statutory registers, ledgers, financial records, deeds, certificates, documents, agreements, drawings, designs, specifications, process documentation, quality control and testing records, technical files, bills of materials, lists of and correspondences with present and former customers (including all subsisting purchaser order of the Seller with the Customers), SAP Database, vendors, lists of and correspondence with present and former suppliers (including all subsisting purchaser order of the Seller with the Vendors), list of and correspondence with present and former distributors, all correspondence with Governmental Authorities Identified Employee Records, copies of all Licenses, technical, legal, accounting, environmental and other information and records of the Seller, in each case solely to the extent relating to or relevant for the Business and/or the Undertaking and reasonably required for the conduct of the Business and/or Undertaking, whether in physical or electronic form, *provided that*, where such Records pertain to former suppliers, customers and distributors, such Records shall be included only to the extent they are already available with the Seller and/or the Partners. It is hereby clarified that Records shall not include any Excluded Records.

"**Representatives**" means, in relation to a Party, its partners, directors, officers, employees, shareholders, officers and representatives;

"**Relevant Trigger Event**" means the completion of the Advance Conditions, the Conditions Precedent, the Post-Closing Conditions or finalisation of the Adjustment Notice as per Clause 4.5 of this Agreement (as applicable) and the corresponding issuance of the joint instructions by the Seller and the Purchaser to the Escrow Agent for release of the Advance Consideration, Closing Consideration, Balance Consideration, the Adjusted Holdback Amount and the Escrow Interest, in accordance with this Agreement and the Escrow Agreement;

"**Resolution Notice**" has the meaning ascribed to it in Clause 5.7 (*Conditions Precedent to Closing*);

"**Restricted Action**" has the meaning ascribed to it in Clause 6.3 (*Negative Covenants*);

"**Restricted Cash**" means, with respect to any Person, cash deposits under lien (including, for the avoidance of doubt, all cash deposits in respect of leased real property or otherwise), any underlying deposits for bank guarantees issued by such Person to its customers or vendors or other parties, cash escrow accounts, and cash subject to a lockbox, or control of similar agreement (which, in each case, restricts withdrawal) or otherwise subject to any contractual restriction on the ability of such Person to freely transfer or use such cash for any lawful purposes (including any Taxes or other costs of repatriating any cash held in foreign bank accounts or by foreign Persons).

"**Retained Assets**" has the meaning ascribed to it in Clause 14.4 (*Wrong Pocket*);

"**Retained Undertaking Contract**" has the meaning ascribed to it in Clause 13.4 (*Undertaking Contract*);

"**Sanctioned Country**" means any country or region that is the subject or target of a comprehensive embargo under Sanctions Laws (currently the following countries or regions: Cuba, Iran, North Korea, Syria, Venezuela and the Crimea Donetsk, Luhansk and other non-Ukrainian government-controlled regions of Ukraine);

"**Sanctioned Person**" means any individual or entity that is the subject or target of sanctions, prohibitions or restrictions under Sanctions Laws or Export Control Laws, including: (a) any individual or entity listed on any applicable U.S. or non-U.S. sanctions-related restricted party list, including without limitation, OFAC's Specially Designated Nationals and Blocked Persons List and the EU consolidated list of persons, groups and entities subject to EU financial sanctions presently available at https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en and https://sanctionslist.ofac.treas.gov/Home/SdnList; or (b) any entity that is, in the aggregate, 50% (fifty per cent) or greater owned, directly or indirectly, by a Person or Persons described in (a) above; or (c) any Person who is a national of a Sanctioned Country;

"**Sanctions Laws**" means all laws relating to economic or trade sanctions including, without limitation, the laws administered or enforced by the U.K., the United States (including the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of Treasury or the U.S. Department of State), the United Nations Security Council, and the European Union;

"**Section 499 Report**" means the report in Agreed Form and on reliance basis obtained from Aeka Advisors India LLP, on its letterhead, accompanied by relevant screenshots from the TDS Reconciliation, Analysis, and Correction Enabling System (TRACES) website (if applicable) and e-filing portal as on a date no more than 2 (two) days prior to the Closing Date confirming that (i) there are no income-tax proceedings initiated, pending or subsisting; and (ii) there are no outstanding income-tax demands against the Seller, which could render the Transaction void in terms of Section 499 of the IT Act and (iii) no notice is served upon the Seller under sub-rule 2 of rule 225 of Income Tax Rules, 2026;

"**Section 81 Report**" means the report in Agreed Form and on reliance basis obtained from Aeka Advisors India LLP, on its letterhead, accompanied by relevant screenshots from the GSTN Portal (if applicable) as on a date no more than 3 (three) days prior to the Closing Date confirming that (i) there are no proceedings initiated, pending or subsisting; and (ii) there are no outstanding demands against the Seller, which could render the Transaction as void in terms of Section 81 of the CGST Act;

"**Seller Accounts**" means the Audited Accounts and Provisional Accounts;

"**Seller Bank Account**" means the Seller's bank account the details of which shall be shared by the Seller or the Partners with the Escrow Agent, in accordance with the terms of the Escrow Agreement;

"**Seller ICICI Facility**" means the Borrowings of the Seller obtained from ICICI Bank Ltd. governed under the Seller ICICI Facility Documents;

"**Seller ICICI Facility Documents**" means the renewal credit arrangement letter dated September 25, 2025, the corporate rupee loan facility agreement dated September 29, 2025, the deed of hypothecation dated September 29, 2025, each executed between the Seller and ICICI Bank Ltd., read with any other documents, including all underlying relevant security documents in relation thereto;

"**Seller Warranties**" has the meaning ascribed to it in Clause 10.1 (*Seller Representations and Warranties*);

"**Specified Affiliated Entities**" mean the Persons listed out in **Schedule CC**;

"**Specified Fundamental Warranties**" mean warranties set out in Paragraph 1.5 (*Taxes*) of Part I of Schedule B-I (*Seller Warranties*);

"**Specific Indemnity Matter**" has the meaning ascribed to it in Clause 11.1(f) (*Indemnity*);

"**Slump Sale**" means the transfer of a business as a going concern for a lump sum consideration without values being assigned to the individual assets and liabilities in such sale as per Section 2 (103) of the IT Act;

"**Tally Database**" means the Tally database for the Undertaking for such period as is available with the Seller and the Partners as on the Closing Date;

"**Target Working Capital**" means an amount equivalent to higher of: (a) INR 77,00,00,000 (Indian Rupees Seventy Seven crores); or (b) 61 (sixty one) days of actual sales run rate for the fourth quarter of financial year 2025-26;

"**Top Key Customers**" means TVS Motor Company Limited, Suzuki Motorcycle India Private Limited, and Eicher Motors Limited being the key customers of the Undertaking;

"**Transition Service**" has the meaning ascribed to it in Clause 6.7(a) (*Transition Services*);

"**Transition Services Period**" has the meaning ascribed to it in Clause 6.7(a) (*Transition Services*);

"**Tax**" or "**Taxation**" means all forms of taxation (including direct and indirect tax), duties, levies, imposts including without limitation corporate income tax, minimum alternate tax, withholding tax, tax deduction at source, tax collection at source, tax payable in a representative assessee capacity, tax due to transfer pricing obligations and adjustments, customs, goods and services tax, capital gain tax, stamp duty, payroll and any tax liability in the capacity of a successor under section 313 of the IT Act, together with any interest, penalties, surcharges, cess, fine, fees or additional amount relating thereto, due, payable, levied, imposed upon or claimed to be owed by any Tax Authority in relation to the above and as provided under the Applicable Laws;

"**Tax Authority**" means the income tax authorities as defined under Section 236 of the IT Act, the Income-tax Department, GST Authorities, Department of Revenue, Ministry of Finance, Government of India or any Governmental Authority whatsoever, including without limitation, any court, tribunal or other authority that has the jurisdiction over the administration, assessment, determination, adjudication, dispute resolution, collection and imposition of Taxes;

"**Tax Warranties**" means the warranties as stated in paragraph 10 of **Part II** of **Schedule B-I** (*Seller Warranties*) of this Agreement;

"**Third Party Claim**" has the meaning ascribed to it in Clause 11.4(a) (*Indemnity*);

"**Third Party Claim Notice**" has the meaning ascribed to it in Clause 11.4(a) (*Indemnity*);

"**Trade Debtors**" means such Persons from whom amounts are receivable at Closing by the Seller in connection with the Business (including, in each case, advances by the Seller to any Person, any amounts recoverable, payments in advance, trade bills recoverable, accrued income);

"**Trade Secrets**" means trade secrets and confidential ideas, know-how, concepts, methods, processes, formulae, technology, algorithms, models, reports, data, patient lists, customer lists, supplier lists, mailing lists, business plans and other proprietary information, all of which derive value, monetary or otherwise, from being maintained in confidence;

"**Transaction**" means the sale and purchase of the Undertaking in accordance with the terms of this Agreement and the Transaction Documents;

"**Transaction Documents**" means this Agreement, the Lease Agreements, Escrow Agreement, IP Assignment Deed and any other contract or document required to be executed and/or delivered pursuant to this Agreement, in each case in Agreed Form;

"**Transferable Licenses**" means such Undertaking Licenses which are permitted to be transferred under Applicable Law, and as specifically set out under Schedule X;

"**Undertaking**" means the entire undertaking of the Seller through which the Business is carried out, and comprising of:

(a) Business Assets;

(b) Assumed Liabilities;

(c) Identified Employees;

(d) Transferable Licenses;

(e) Undertaking Contracts;

(f) Vendors;

(g) Customers; and

(h) all other rights, benefits and privileges (including goodwill) accruing to the Seller incidental to the items specified under sub-clause (a)-(g);

For the avoidance of doubt, no liabilities other than the Assumed Liabilities and no other assets other than the Business Assets shall be assumed by or transferred to the Purchaser as at Closing;

"**Undertaking Contracts**" means contracts or agreements (in writing), to which the Seller is a party and which relate to the Business, and which are subsisting as on the Closing Date, and required for the Business, along with all rights, obligations and liabilities pertaining thereunder, and as listed in **Schedule J** (*Undertaking Contracts*) of this Agreement, and shall not include rental agreement executed between the Seller and M Atom LLP, in relation to the lease of the premises situated at No. 817/847, Kelamangalam Road, Kundumaranapalli, Denkanikottai Taluk, Krishnagiri District, Tamil Nadu;

"**Undertaking Licenses**" means all Licenses used or held for use by the Seller for owning or operating the Business, or any part thereof, each of which, as of the Closing Date pertains exclusively to the Business, including those as may be required under Applicable Laws, and as listed in **Schedule K** (*Undertaking Licenses*) of this Agreement;

"**Updated BTA Consideration**" means the BTA Consideration, as adjusted in accordance with Clause 4.4 (*Adjustment to BTA Consideration*) of this Agreement;

"**Updated Disclosure Letter**" means the updated disclosure letter together with all attached relevant documents submitted along with the updated disclosure letter, signed and delivered by the Seller to the Purchaser on the Closing Date, containing Disclosures in relation to the Business Warranties, solely for the events occurring between the Execution Date and the Closing Date or that come to the knowledge of the Seller after the Execution Date, in accordance with the terms of this Agreement, *provided that*, no Disclosure shall be permitted in respect of any matter, fact, circumstance or event existing prior to the Execution Date which the Seller knew or ought reasonably to have known as of the Execution Date;

"**Undisputed Claim**" has the meaning ascribed to it in Clause 11.3(b) (*Indemnification Procedure*);

"**Unutilized GST Input Tax Credits**" means the credit of input tax, which is lying in the Electronic Credit Ledger of the Seller, legally availed by the Seller in respect of goods or services or both used in the course or furtherance of the Business, which remains unutilized as of the Closing Date;

"**Working Capital**" means the aggregate Current Assets (other than Cash and Cash Equivalents of the Undertaking) less the aggregate Current Liabilities (save for those included within Indebtedness), under Seller Accounts as on a given date, calculated in accordance with Accounting Standards;

"**Valuation Report**" means the report in Agreed Form and on reliance basis obtained from a practicing Chartered Accountant acceptable to the Purchaser, on its letterhead and dated as of the Closing Date, evidencing the fair market value of the Undertaking, computed as per section 77 of the IT Act read with rule 53 of the Income-tax Rules, 2026, on the basis of the latest available unaudited financial statements of the Seller (being not older than 1 (one) month) prepared in accordance with the Accounting Standards; and

"**Vendors**" means the Contract Labourer Vendors and Other Vendors.

1.2. **Interpretation**

In this Agreement unless the context otherwise requires:

(a) headings to Clauses are inserted for convenience only and shall not be used in their interpretation or construction;

(b) a word or an expression, which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include the other genders and the singular shall include the plural (and vice versa);

(c) references to the words "include" or "including" or "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words and shall be construed as being suffixed by the term "without limitation";

(d) the Schedules, Preamble and Recitals to this Agreement shall be deemed to be incorporated in, and 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;

(e) reference to a Preamble, Recital, Schedule and Clause are to a preamble, recital, schedule or clause of this Agreement;

(f) reference to the terms "herein", "hereto", "hereunder" and words of similar purport refer to this Agreement in its entirety;

(g) unless otherwise specified, references to days, months and years are to calendar days, calendar months and calendar years, respectively;

(h) any reference to any statute or statutory provision or Order or regulation made hereunder shall include:

(i) all subordinate legislation made from time to time under that provision (as amended, modified, re-enacted or consolidated from time to time);

(ii) such statute or statutory provision as from time to time amended, modified, re-enacted or consolidated; and

(iii) any subordinate legislation made before or after execution of this Agreement under that legislation, including (where applicable) that legislation as amended, extended or applied as described in sub-clause (i) above, or under any legislation which it re-enacts as described in sub-clause (ii) above;

(i) any reference to an agreement or document shall mean such agreement or document as amended, modified and altered from time to time;

(j) in determination of any period of days for the occurrence of an event or the performance of any act or thing, the period shall be deemed to be inclusive of the day on which the event happens or the act or thing is done;

(k) no provisions of this Agreement shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;

(l) wherever this Agreement requires the Seller to perform, comply with, or discharge any obligation (including but not limited to warranties, covenants, or undertakings), it shall be interpreted as an obligation on the Partners to procure that the Seller duly performs, complies with, or discharges such obligation as if it were their primary obligation, and the Partners shall undertake all actions as may be necessary to ensure performance of and compliance with such obligation;

(m) in each Business Warranty references to "knowledge of the Seller" (or any similar expression), a matter shall mean: (i) the actual knowledge of the Partners, Madhusudhan and the Key Operational Personnel; and (ii) all facts and circumstances that the foregoing persons would reasonably be expected to know after due and careful inquiry (including inquiry of the functional heads of the Seller); and

(n) if any provision in Clauses 1.2(a) to 1.2(m) is a substantive provision conferring a right or imposing an obligation on any Party, then effect shall be assigned to it as if it were a substantive provision in the body of this Agreement.

2. ACTIONS ON THE EXECUTION DATE

2.1. On the Execution Date:

(a) The Seller shall have delivered to the Purchaser a certified true copy of a unanimous resolution or authorisation of the Partners approving the execution, delivery, and performance of this Agreement and each of the Transaction Documents, Disclosure Letter and the Updated Disclosure Letter to be executed by it, and authorising the Partners to sign, execute and deliver this Agreement and each of the Transaction Documents, Disclosure Letter and the Updated Disclosure Letter to be executed by it and any documents to be delivered by the Seller pursuant to this Agreement;

(b) The Purchaser shall have delivered to the Seller, a certified true copy of a resolution of the Board of the Purchaser approving the execution, delivery, and performance of this Agreement and each of the Transaction Documents to be executed by it, and authorising any of its directors to sign, execute and deliver this Agreement and each of the Transaction Documents to be executed by it;

(c) The Seller shall have delivered a duly signed copy of the Disclosure Letter to the Purchaser; and

(d) The Purchaser, Escrow Agent and the Seller shall have executed the Escrow Agreement.

3. TRANSFER OF THE UNDERTAKING

3.1. Subject to the provisions of this Agreement, in consideration of the Purchaser agreeing to pay the Final BTA Consideration, the Seller hereby agrees to transfer to the Purchaser and the Purchaser, relying on the Seller Warranties, hereby agrees to purchase from the Seller, the Undertaking by way of a Slump Sale, in accordance with Applicable Law and the terms of this Agreement, such that with effect from Closing:

(a) the legal and beneficial ownership of the Undertaking shall stand transferred to, and vested in the Purchaser, free and clear of all Encumbrances;

(b) the Purchaser, shall, as set out in this Agreement, be entitled to, and shall assume all rights, title, interest, obligations and rewards of the Undertaking. For the avoidance of doubt, it is clarified that the Purchaser shall not be entitled to any rights and/or be subject to any liabilities, claims or obligations which pertain to the period prior to the Closing Date, even if such rights or obligations accrue or arise on or after the Closing Date; and

(c) the Purchaser shall have the full right, power and authority necessary for conducting and carrying on the Undertaking as a going concern in its own name and shall assume and fulfil all obligations in respect thereof. The Seller and the Partners shall cease to have any right, power, authority, obligations or liabilities in respect of the Undertaking, save and except for the obligations expressly set out under this Agreement.

3.2. The Parties hereby confirm and agree that the Final BTA Consideration is for the legal and beneficial ownership of the entire Undertaking, with no independent values being assigned or assignable to the various components of the Undertaking.

3.3. Determination of the value of any part or portion of the Undertaking 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 to the Undertaking. Notwithstanding the foregoing, the Parties may, in order to comply with the provisions of Applicable Law and to facilitate the payment of stamp duty and registration charges pertaining to the transfer of the relevant Business Assets, execute separate instruments for transfer, execute separate deeds of assignment (as required) for transferring and assigning the right, title and interest of the Seller in such Business Assets to the Purchaser.

3.4. It is hereby agreed between the Parties that the sale of the Undertaking on a Slump Sale basis does not attract any GST and the BTA Consideration is inclusive of all Taxes (other than stamp duty and registration fees), as applicable. Further, no GST is applicable on the sale of the Undertaking on a Slump Sale basis as per the GST Laws.

3.5. The Parties hereby acknowledge that, the Purchaser has agreed to purchase and acquire, on the Closing Date, all of the Seller's beneficial ownership of the rights, title and interest in the Undertaking only, as a going concern on a Slump Sale basis, and that, no Excluded Assets or Excluded Liabilities shall be purchased or acquired, or deemed to be purchased or acquired by the Purchaser, in pursuance of the Transaction, save and except that the Freehold Land together with the buildings and plants situated thereupon, pertaining to the Business, which while constitute a part of the Excluded Assets, shall be leased to the Purchaser pursuant to the Lease

Agreements as provided in Clause 14.5 (*Lease Agreement for the Freehold Land and relevant Immovable Assets*) below, and such lease shall not be construed as a sale, transfer, or assignment of ownership or any other rights in the Freehold Land and/or the buildings and plants situated thereupon, pertaining to the Business, except to the extent and the manner as provided in the respective Lease Agreements.

3.6. Notwithstanding anything to the contrary stated herein, the Parties agree that nothing in this Agreement shall be construed as constituting a conveyance or shall be deemed to construe conveyance of any of the Business Assets, including the Movable Assets.

3.7. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge that the Excluded Assets and Excluded Liabilities are not considered integral to the operation of the Undertaking and are accordingly not being sold, assigned, transferred, or delivered to the Purchaser and the Purchaser hereby confirms that it is not purchasing, acquiring or accepting from the Seller, the Excluded Assets and Excluded Liabilities. The Excluded Assets and Excluded Liabilities not being transferred shall not and does not impact the Undertaking being sold as a going concern.

4. PURCHASE CONSIDERATION

4.1. The Parties agree and acknowledge that the lumpsum consideration for the sale and purchase of the Undertaking shall be the Final BTA Consideration, subject to deduction of applicable Taxes as per Applicable Laws. To the extent that amounts are so withheld and/or deducted, such amounts shall be treated for all purposes of this Agreement as BTA Consideration having been paid to the Seller in respect of whom such deduction and withholding was made.

4.2. **Escrow Mechanism**

(a) The Parties have executed the Escrow Agreement simultaneously with the execution of this Agreement.

(b) The Parties hereby agree and acknowledge that the Final BTA Consideration shall be paid by the Purchaser to the Seller through the Escrow Account, in accordance with the terms of this Agreement and the Escrow Agreement.

(c) The Purchaser shall deposit the Final BTA Consideration into the Escrow Account within the timelines and in the manner prescribed under the Escrow Agreement.

(d) Upon the occurrence of the Relevant Trigger Event, the Escrow Agent shall, in accordance with and subject to the terms and conditions of this Agreement and the Escrow Agreement, transfer the relevant portion of the Final BTA Consideration and the Escrow Interest to the Seller Bank Account.

(e) The Parties agree that, subject to the provision of Clause 4.2(f) below, any interest of whatsoever nature earned on the amounts comprising the Final BTA Consideration deposited in the Escrow Account ("**Escrow Interest**") shall accrue for the sole benefit of the Seller. Accordingly, upon the finalisation of the Adjustment Notice as per Clause 4.5 (*Holdback Amount and adjustment to Holdback Amount*) of this Agreement and issuance of the joint instructions by the Seller and the Purchaser to the Escrow Agent for release of the Adjusted Holdback Amount to the Seller in accordance with this Agreement and the Escrow Agreement, the Escrow Agent shall, simultaneously release to the Seller all Escrow Interest attributable to the Final BTA Consideration on the date of release of the Adjusted Holdback Amount.

(f) Notwithstanding the foregoing, the Parties hereby agree that if the Post-Closing Release Condition is not satisfied on or before the Post-Closing Long Stop Date, then, immediately but no later than 1 (one) Business Day from the Post-Closing Long Stop Date, the Balance Consideration and all the Escrow Interest attributable to such Balance Consideration, subject to deduction of applicable Taxes as per Applicable Laws, shall be released to the Purchaser in accordance with the provisions of the Escrow Agreement.

(g) The Parties hereby agree that if any of the Relevant Trigger Events do not occur in the manner and/or within the timelines as contemplated in this Agreement, the Seller and the Purchaser shall, issue duly signed joint written notification to the Escrow Agent, to notify the Escrow Agent of such Relevant Trigger Event not occurring in the manner and/or within the timelines as contemplated herein, and to transfer (i) all the amounts remaining in the Escrow Account on the date of such joint notification, together with the Escrow Interest attributable on such remaining amount, to the Purchaser Bank Account; and (ii) all the interest accrued on the amounts released to the Seller, until the date of such joint notification, to the Seller Bank Account.

(h) The Seller and the Purchaser undertake that upon any of the Relevant Trigger Event occurring or not occurring, in the manner and/or within the timelines as contemplated in this Agreement, which require instructions to be delivered to the Escrow Agent to undertake certain actions as set out in this Agreement and the Escrow Agreement, the Seller and the Purchaser shall not unreasonably delay or withhold issuance of such joint notification to the Escrow Agent as per this Agreement and the Escrow Agreement.

4.3. **Advance Consideration**

(a) The Seller and the Partners shall initiate action towards fulfillment of the Advance Conditions (*as defined below*) immediately after the deposit of the BTA Consideration by the Purchaser in the Escrow Account, in accordance with the terms of this Agreement and the Escrow Agreement. The Parties hereby agree that, subject to the fulfillment of the obligations of the Seller and/or the Partners set out in **Part I** of **Schedule P** (*Advance Conditions Precedent*) ("**Advance Conditions**"), to the satisfaction of the Purchaser, acting reasonably (unless the Advance Conditions which are capable of being waived, are waived in writing by the Purchaser, at its sole discretion), the Seller shall be entitled to receive an amount of INR 188,80,00,000 (Indian Rupees One Hundred Eighty Eight Crore Eighty Lakhs) ("**Advance Consideration**"), subject to deduction of applicable Taxes as per Applicable Laws and the terms and conditions of this Agreement.

(b) In the event that any Advance Condition cannot be satisfied, the Purchaser may, at its sole discretion, and upon receipt of a written request from the Seller and/or the Partners, waive such Advance Condition. Upon such waiver, the Purchaser may designate the waived Advance Condition as a Condition Precedent or a Post-Closing Condition, which shall then deemed to be a Condition Precedent for the purposes of this Agreement.

(c) The provisions of Clauses 5.2, and Clause 5.6 to Clause 5.8 as applicable to Conditions Precedent shall apply *mutatis mutandis* in relation to the Advance Conditions. Immediately upon issuance of the CP Acceptance Notice in respect of the Advance Conditions, the Purchaser and the Seller shall simultaneously issue joint written instructions to the Escrow Agent to release the Advance Consideration, subject to deduction of applicable Taxes as per Applicable Laws, to the Seller in accordance with the terms of the Escrow Agreement.

4.4. **Adjustment to BTA Consideration**

(a) The Seller shall deliver to the Purchaser and the Escrow Agent, at least 3 (three) Business Days prior to the Closing Date, the Adjustment Estimate Certificate.

(b) Based on the Adjustment Estimate Certificate, the BTA Consideration shall be adjusted as follows:

(i) If the Estimated Working Capital exceeds the Target Working Capital as per the Adjustment Estimate Certificate, the BTA Consideration shall be increased by such excess amount;

(ii) If the Estimated Working Capital is less than the Target Working Capital as per the Adjustment Estimate Certificate, the BTA Consideration shall be reduced by the amount of such shortfall; and

(iii) The BTA Consideration shall be further reduced by the amount of Estimated Indebtedness.

Such amount being the "**Updated BTA Consideration**".

(c) Within 1 (One) Business Day of the delivery of the Adjustment Estimate Certificate by the Seller to the Purchaser and the Escrow Agent in accordance with Clause 4.4(a) above, and if the Updated BTA Consideration exceeds the BTA Consideration deposited in the Escrow Account, the Purchaser shall deposit such excess amount into the Escrow Account.

4.5. **Holdback Amount and adjustment to Holdback Amount**

(a) A portion of the BTA Consideration equal to INR 10,00,00,000 (Indian Rupees Ten Crores) (*"***Holdback Amount***"*) shall be held by the Escrow Agent in the Escrow Account in accordance with the terms of this Agreement and the Escrow Agreement, pending completion of the adjustment process set out in **Schedule Q** (*Closing Balance Sheet Adjustment Notice*).

(b) The Parties agree that the Closing Working Capital and Indebtedness of the Business shall be determined and adjusted in accordance with the procedure set out in **Schedule Q** (*Closing Balance Sheet Adjustment Notice*).

(c) Upon finalisation of the Adjustment Notice in accordance with **Schedule Q** (*Closing Balance Sheet Adjustment Notice*), the Holdback Amount shall be adjusted as follows:

(i) If the difference between the (A) Closing Working Capital *less* Target Working Capital; and (B) Indebtedness, as set out in the Adjustment Notice, exceeds the difference between: (X) the Estimated Working Capital *less* Target Working Capital; and (Y) Estimated Indebtedness, as set out in the Adjustment Estimate Certificate, the Holdback Amount shall be increased by such excess amount; and

(ii) If the difference between (A) the Closing Working Capital *less* Target Working Capital; and (B) Indebtedness, as set out in Adjustment Notice, is less than the difference between: (X) the Estimated Working Capital *less* Target Working Capital; and (Y) Estimated Indebtedness, as set out in the Adjustment Estimate Certificate, the Holdback Amount shall be reduced by the amount of such shortfall (even if such reduction results in the Adjusted Holdback Amount being a negative number).

such amount being the "**Adjusted Holdback Amount**".

(d) Within 2 (Two) Business Days of the Adjustment Notice becoming final and binding in accordance with Clause 4.4(c) above and **Schedule Q** (*Closing Balance Sheet Adjustment Notice*):

(i) if the Adjusted Holdback Amount is a positive number and exceeds the Holdback Amount deposited in the Escrow Account, the Purchaser shall deposit such excess amount into the Escrow Account;

(ii) if the Adjusted Holdback Amount is a negative number, the Seller shall transfer to the Purchaser (in a bank account, details of which shall be provided by the Purchaser upon the Adjustment Notice becoming final and binding) an amount equivalent to the difference between the Holdback Amount and the Adjusted Holdback Amount (being a positive number);

(iii) the Seller and the Purchaser shall issue joint written instructions to the Escrow Agent to release:

(A) if the Adjusted Holdback Amount is a positive number, (x) to the Purchaser, the amount (if any) by which the Adjusted Holdback Amount is less than the Holdback Amount deposited in the Escrow Account (along with the relevant portion of Escrow Interest on such difference amount), without any limitations, deductions or withholdings; and (y) to the Seller, the Adjusted Holdback Amount along with all Escrow Interest attributable to the Final BTA Consideration, subject to deduction of applicable Taxes (including interest, if any, on account of shortfall/delay in deduction of such applicable Taxes) as per Applicable Laws;

(B) if the Adjusted Holdback Amount is a negative number, (x) to the Purchaser, the entire Holdback Amount along with the corresponding portion of Escrow Interest attributable to the Holdback Amount; and (y) to the Seller, the Escrow Interest attributable to the remaining portion of the Final BTA Consideration.

in accordance with the terms of the Escrow Agreement.

4.6. Any payments made by the Seller to the Purchaser or by the Purchaser to the Seller, in each case (including through the Escrow Agent), pursuant to this Clause 4 shall be treated as an adjustment to the BTA Consideration in accordance with this Agreement, and no Party shall take any position inconsistent with such characterization, unless otherwise required by Applicable Law.

4.7. Immediately after the release of the Adjusted Holdback Amount (and Escrow Interest, to the extent applicable) to the Seller, the Seller shall: (i) execute and deliver a copy to the Purchaser, of the amendment to the Partnership Deed for removing the 'Multilink' wordmark from the name of the Seller and consequent change in the name of the Seller; and (ii) make necessary applications to the Registrar of Firms, Karnataka, to notify and/or obtain approval for (as applicable) the change in name of the Seller and deliver copies thereof to the Purchaser. The Seller shall ensure that all actions necessary to carry out the name change and to cease and discontinue the use of 'Multilink' in any manner, including in its corporate name, is completed as soon as may be practicable and in any case no later than within 30 (thirty) days of the date of release of the Adjusted Holdback Amount (and Escrow Interest, to the extent applicable).

5. CONDITIONS PRECEDENT TO CLOSING

5.1. The obligation of the Purchaser to purchase the Undertaking and to undertake its obligations on the Closing Date is subject to the fulfilment, by or before the Long Stop Date, of the conditions set out in **PART II** of **Schedule P** (*Conditions Precedent*) read with this Clause 5 (*Conditions Precedent to Closing*) ("**Conditions Precedent**") by the Seller and the Partners, to the satisfaction of the Purchaser, acting reasonably (unless the Conditions Precedent which are capable of being waived, are waived in writing by the Purchaser, at its sole discretion).

5.2. If the Seller or any Partner becomes aware of any circumstances that shall or are reasonably likely to give rise to the non-fulfilment of one or more Conditions Precedent, then the Seller and/or the Partners shall immediately provide a written intimation to the Purchaser about the existence of such circumstances along with reasonable details thereof, and thereafter the Parties shall in good faith, use reasonable efforts to find a mutually agreeable solution.

5.3. If the Conditions Precedent are not fulfilled or waived by the Long Stop Date, the Long Stop Date may be extended by such period as may be agreed between the Seller and the Purchaser, in writing.

5.4. In the event the Closing does not occur by or before the Long Stop Date, as may be extended pursuant to this Clause 5 (*Conditions Precedent to Closing*), this Agreement shall, notwithstanding anything to the contrary contained herein, but subject to Clause 15.6 (*Consequences of Termination*), without any further action on part of either Party, stand null and void and terminated and of no further effect with immediate effect, unless otherwise agreed between the Parties.

5.5. In the event that any Condition Precedent cannot be satisfied on or before the Long Stop Date, the Purchaser may, at its sole discretion, and upon receipt of a written request from the Seller and/or the Partners, waive such Condition Precedent. Upon such waiver, the Purchaser may designate the waived Condition Precedent as a Post-Closing Condition, which shall be satisfied by the Seller and the Partners, within such timelines as may be mutually agreed between the Purchaser and the Seller.

5.6. Within 3 (three) Business Days of the satisfaction or waiver of the last of the Conditions Precedent, the Seller and the Partners shall jointly send a written notice in the form attached as **Schedule L** (*Form of CP Confirmation Certificate*), to the Purchaser confirming the fulfilment of the Conditions Precedent, along with all the documents evidencing such fulfilment, if any ("**CP Confirmation Certificate**").

5.7. Within 5 (five) Business Days of receipt of the CP Confirmation Certificate, the Purchaser shall: (a) if it is satisfied that each of the Conditions Precedent has been fulfilled to its satisfaction, acting reasonably (unless waived in accordance with Clause 5.5), furnish a certificate in the form set out in **Schedule M** (*Form of CP Acceptance Notice*) ("**CP Acceptance Notice**"), indicating its acceptance of the CP Confirmation Certificate as evidence that the Conditions Precedent (to the extent not waived) have been duly satisfied by the Seller and the Partners; or (b) communicate its dissatisfaction (acting reasonably) with the fulfilment of any of Conditions Precedent by way of a written notice, providing, in reasonable detail, the reasons for such dissatisfaction ("**Resolution Notice**"). The Seller and the Partners shall make reasonable efforts to resolve the issues identified in the Resolution Notice within 5 (five) Business Days of receipt of the Resolution Notice, and following the resolution of such issues, the Seller and the Partners shall once again issue the CP Confirmation Certificate in accordance with Clause 5.6. If the Purchaser is satisfied (acting reasonably) with the resolution of issues identified by it in the Resolution Notice, then, within 10 (ten) Business Days of receipt of the second CP Confirmation Certificate, the Purchaser shall issue the CP Acceptance Notice. The Purchaser will not be required to deliver the CP Acceptance Notice if it has rejected the CP Confirmation Notice in writing on account of any of the Conditions Precedent (which have not been waived by the Purchaser in accordance with Clause 5.5 above) not having been fulfilled to its satisfaction.

5.8. Upon receipt of the CP Confirmation Certificate from the Seller and the Partners, the Parties shall take all such actions as may be necessary or desirable to ensure that Closing occurs on the Closing Date.

6. COVENANTS TILL CLOSING

6.1. From the Execution Date until the Closing Date ("**Interim Period**"), the Seller hereby agrees and undertakes that it shall, in good faith and with due care, operate and conduct the Business (including the Undertaking) in the Ordinary Course of Business and in accordance with Applicable Law at the sole risk and cost of the Seller.

6.2. **Information Rights**: During the Interim Period, the Seller shall provide to the Purchaser:

(a) unaudited quarterly financial statements (including the underlying notes to accounts, as applicable) of the Undertaking and of Megasphere for each quarter, within 15 (fifteen) Business Days of the date of the meeting of the Partners, approving such financial statements or within 15 (fifteen) Business Days from the end of the quarter, respectively;

(b) weekly MIS reports and statement relevant to the Undertaking, within a period of 3 (three) Business Days from the end of the relevant week;

(c) such information as may be reasonably requested by the Purchaser (including information on research and development activities of the Business) from the Seller and/or the Partners in relation to the Undertaking;

(d) true and complete copies of any performance guarantees or letters of credit issued by the Seller between the Execution Date and Closing Date in relation to the Business, prior to Closing; and

(e) details in respect of the resignation or termination of any Identified Employees, within 7 (seven) Business Days of the occurrence of such event.

6.3. **Negative Covenants**: Without prejudice to the generality of Clause 6.1 (*Covenants till Closing*), and subject to Applicable Laws, during the Interim Period, the Seller and the Partners shall not do or agree to do, directly or indirectly, any of the following (each a "**Restricted Action**"), in relation to the Undertaking or the Business, except (i) in the Ordinary Course of Business and in accordance with Applicable Laws; (ii) as expressly permitted under this Agreement; or (iii) with the prior written consent of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed):

(a) sell, exchange, dispose of, or pledge any of the Immovable Assets (other than Manesar Land and Personal Property);

(b) sell, lease, license, exchange, dispose of, Encumber or dispose any Business Assets, except in the Ordinary Course of Business and in accordance with Applicable Laws;

(c) permanently discontinue the use of or shut down any manufacturing facility of the Seller pertaining to the Business;

(d) surrender the ownership in relation to any Immovable Assets (other than Manesar Land and Personal Property);

(e) surrender, license, assign, transfer or Encumber any Intellectual Property in any manner whatsoever;

(f) other than Excluded Related Party Transactions, enter into any transactions with related parties of the Seller and/or the Partners in relation to the Business and/or the Undertaking;

(g) make any change that has a material adverse impact on the production capacity, sourcing, distribution, or key customer relationship in relation to the Business as conducted on the Execution Date;

(h) enter into any contract, agreement or arrangement in relation to the Undertaking, except in the Ordinary Course of Business and in accordance with Applicable Laws or terminate or make any amendments to the Undertaking Contracts;

(i) write off or write down, or commit to write off or write down, any of the Business Assets, whether in whole or in part, except in the Ordinary Course of Business and in accordance with Applicable Laws;

(j) incur any capital expenditure or make any commitment to do so in excess of INR 2,00,00,000 (Indian Rupees Two Crore) in aggregate;

(k) make any payments or undertake any fund transfers (other than incurrence of capital expenditure in the manner set out in Clause 6.3(j)) with respect to the Undertaking, other than in the Ordinary Course of Business and in accordance with Applicable Laws or in excess of INR 1,00,00,000 (Indian Rupees One Crore);

(l) change the accounting or Tax policies or practices of the Seller (other than as required by Applicable Law);

(m) commence any proceedings or other action for voluntary liquidation, winding up, appointment of a receiver, or make any arrangement with creditors, in relation to the Seller;

(n) initiate any litigation in relation to the Business and/or the Undertaking, and/or admission of liability or consent to enter into any settlement in respect of any litigation, in relation to the Seller which may have any impact on the Business and/or the Undertaking, involving an amount individually in excess of INR 3,00,000 (Indian Rupees Three Lakhs) and in aggregate in excess of INR 10,00,000 (Indian Rupees Ten Lakhs) in relation to each such litigation;

(o) undertake any transaction or create / dispose of any assets or liabilities which could result in material Tax exposure, involving an aggregate amount of INR 50,00,000 (Indian Rupees Fifty Lakhs);

(p) appoint or engage any new employees in connection with the Business, whose total cost (individually) to the Seller exceeds INR 30,00,000 (Indian Rupees Thirty Lakhs) per annum;

(q) terminate the employment of any of the Identified Employees, other than on the grounds of breach of the employment agreements, professional misconduct, fraud or gross negligence;

(r) make any material changes to the terms of employment of any Identified Employee;

(s) change or diversify the Business;

(t) make any material changes to the terms of credit with customers and suppliers or vendors of the Business;

(u) enter into any new agreement or transaction which shall or may give rise to obligations to be performed or discharged by the Purchaser on or after the Closing Date (including in relation to grant of any increase in wages, salaries, compensation, bonuses, incentives, pensions or other benefits to Identified Employees), other than in the Ordinary Course of Business and in accordance with Applicable Laws;

(v) enter into or make any changes to the terms of any agreements that would place exclusivity or non-compete obligations on the Seller/Partners with respect to the Business;

(w) amend or propose to amend the Partnership Deed; and

(x) fail to preserve and maintain the validity of and compliance with all Undertaking Licences, consents, authorisations, or registrations obtained in relation to the Business.

For the avoidance of doubt, the Seller shall promptly notify the Purchaser in writing of any event, circumstance or proposed action that may constitute a material breach of this Clause 6.3 (*Negative Covenants*), and shall take all steps reasonably necessary (including remedial action) to mitigate any adverse impact on the Undertaking or the Business.

6.4. The Seller and the Partners shall use commercially reasonable efforts to:

(a) provide the Purchaser with all the necessary cooperation and assistance for the transfer of the Undertaking to the Purchaser as contemplated in this Agreement (including providing all the necessary assistance in relation to preparing, notarising and legislating the documents required, obtaining third party consents in relation to the transactions contemplated under this Agreement); and

(b) take all such actions and to execute, deliver and/or file all such instruments, as are required for the consummation of the Transaction.

6.5. **Exclusivity**

(a) The Parties agree that on and from the Execution Date, until Closing Date ("**Exclusivity Period**"), the Seller and Partners, shall not, nor shall they permit any of their respective Representatives, to, directly or indirectly (i) submit, solicit, initiate, discuss or negotiate with any person other than the Purchaser in relation to any transaction involving any admission induction or replacement of a partner in the Seller or the acquisition of the Seller and/or the Business or part thereof by way of slump sale, asset sale or otherwise (or merger, demerger, consolidation or similar transaction), in each case, by any Person other than the Purchaser and/or its Affiliates (an "**Acquisition Proposal**"); (ii) provide any information with respect to the Seller or any part of its Business or assets to any Person other than the Purchaser and/or its Affiliates, for the purposes of getting an Acquisition Proposal, or knowingly encourage or facilitate the making of any inquiry, expression of interest or proposal with respect to or that could reasonably lead to, an Acquisition Proposal; or (iii) enter into, or agree to enter into, any agreement or arrangement or accept any offer relating to any Acquisition Proposal.

(b) The Seller and Partners shall, and shall cause their respective Representatives to, immediately cease all discussions and negotiations that occurred or may have occurred prior to the Execution Date relating to any Acquisition Proposal. The Seller and the Partners shall also cause its Representatives not to pursue, discuss, continue, or enter into any agreements or arrangements with respect to a possible: (i) reorganization, dissolution, liquidation, or recapitalization involving the Seller; (ii) merger, division, consolidation or acquisition involving the Seller; or (iii) sale of any amount of the assets pertaining to the Undertaking other than in the Ordinary Course of Business.

6.6. Subject to Applicable Laws and during the Interim Period, the Purchaser shall be entitled to, upon giving not less than 2 (two) Business Days' prior written notice to the Seller, undertake up to 4 (four) physical inspections (not exceeding 1 (one) in 10 (ten) Business Days), during normal business hours of the Seller, of the Immovable Assets and the Freehold Land, which inspection shall include, without limitation, an examination of all Business Assets located at the Freehold Land, review of all statutory and regulatory compliance records, including those relating to factory licenses, environmental consents, safety certifications, and equipment maintenance logs, inspection of all operational and management practices, including maintenance schedules, calibration and testing records, and inventory management systems, as maintained at or in relation to the Immovable Assets and the Freehold Land.

Such inspection shall be: (a) conducted in the presence of 1 (one) Representative of the Seller; (b) not interfere with the operations of the Undertaking; (c) be at the sole cost and expense of the Purchaser; and (d) be subject to the Purchaser and its Representatives complying with all applicable policies of the Seller which are duly notified by Seller to the Purchaser reasonable prior to undertaking such inspection.

6.7. **Transition Services**

(a) The Key Operational Personnel shall perform and provide to the Purchaser certain services set out in **Schedule W** (*Scope of Transition Services*) ("**Transition Service**"), commencing from the Closing Date and continuing until 1 (one) year from the Closing Date, or such other time period as may be mutually agreed between the Purchaser and the Seller ("**Transition Services Period**"). It is hereby clarified that the Purchaser may, for any reason, upon providing 10 (ten) days' prior written notice to the Seller, terminate the provisions of this Clause 6.7 (*Transition Services*).

(b) Notwithstanding Clause 6.7(a) above, Key Operational Personnel shall not be required to work for more than 15 (fifteen) hours in a week to provide Transition Service to the Purchaser.

(c) Notwithstanding Clause 6.7(a) above, if the Purchaser reasonably determines that any service not initially identified as a Transition Service is required by the Purchaser to continue operations in substantially the same manner in which the Seller, the Partners and/or the Key Operational Personnel operated the Business prior to the Closing Date, subject to prior written agreement of the Seller and the Purchaser, upon such request from the Purchaser, the Key Operational Personnel shall provide such additional services on terms and conditions comparable to those applicable to the Transition Services, and on and from such date of request, the scope of Transition Services shall be deemed to include the additional services requested.

(d) If the Purchaser and the Seller agree that the continued provision of any Transition Service or any additional service, as identified in this Clause 6.7 (*Transition Services*) is required to be provided by the Key Operational Personnel beyond the Transition Services Period, the Key Operational Personnel shall continue to provide such services for such extended period, on terms and conditions as mutually agreed between the Purchaser and the Seller.

(e) The Key Operational Personnel shall continue the performance of the Transition Services during the Transition Service Period in accordance with Applicable Law and shall not modify the Transition Services in any material way during the Transition Services Period, other than in accordance with good faith negotiations with the Purchaser.

(f) The nature, quality and standard of care applicable to the provision of the Transition Services shall be substantially consistent with the standard of care applied by the Key Operational Personnel in providing comparable services to the Seller for its own account prior to the Closing Date.

(g) Upon termination of the provision of the Transition Services Period, the Key Operational Personnel shall promptly furnish to the Purchaser any and all records related to the provision of the Transition Services in their possession, including as may be required under Applicable Law; *provided that*, the Key Operational Personnel may retain copies of all such records in their possession subject to such retention of Records by the Seller not being prohibited under Applicable Laws.

7. CLOSING

7.1. Subject to the completion of the Conditions Precedent to the satisfaction of the Purchaser in accordance with Clause 5 (*Conditions Precedent to Closing*) above, Closing shall take place on a date as may be agreed between the Purchaser, Seller and the Partners in writing ("**Closing Date**"), which shall be no later than 3 (three) Business Days from the date of issuance of CP Acceptance Notice in accordance with Clause 5.7 of the Agreement.

7.2. On the Closing Date, the Seller and/or the Partners shall:

(a) deliver to the Purchaser, a duly signed copy of the Updated Disclosure Letter, if any;

(b) execute and deliver to the Purchaser a certificate in the format as set out in **Schedule N** (*Form of Closing Date Confirmation Certificate*) confirming that, (i) there has been no material breach of this Agreement and/or any other Transaction Documents, (ii) subject to the disclosures set out in the Disclosure Letter and the Updated Disclosure Letter, the Seller Warranties are true, correct, and not misleading in any respect as on the Closing Date, and (iii) there has been no Material Adverse Effect during the Interim Period;

(c) deliver to the Purchaser all relevant Records pertaining to the Business, including but not limited to registration documents, and any other documents required for the transfer of ownership and/or necessary for the operation and management of the Business. Provided that, where originals are not available or delivery of originals is not permitted under Applicable Law or the documents pertain to both the Business and other business(es) of the Seller, the Seller shall provide certified true and complete copies of such documents (including Records), to the Purchaser;

(d) procure that the Purchaser is granted and continues to enjoy lawful possession and use of the Freehold Land and the buildings and plants situated thereupon pertaining to the Business, in accordance with the terms of the Lease Agreements;

(e) deliver to the Purchaser duly executed copies of all assignment/novation deeds transferring the Seller's interest in the Undertaking Contracts with each of the Top Key Customers (as applicable) and such other Undertaking Contracts (if any) with respect to which assignment/novation deeds have been executed for the purposes of transferring the Seller's interest in such Undertaking Contracts to the Purchaser, to the Purchaser, effective on and from the Closing Date, along with all underlying documents available with the Seller (including the original agreements, and any corresponding scope of work statements, purchase orders and other ancillary or related documents to the relevant Undertaking Contacts with each of the Top Key Customers, as applicable);

(f) the business arrangements with such number of Other Vendors that constitute at least 80% (eighty percent) of the Seller's total Other Vendor costs for the financial year 2025–26, shall stand assigned and transferred to the Purchaser;

(g) deliver to the Purchaser an updated **Schedule H** (*Details of the Capital Work in Progress*) and **Schedule I** (*Details of Current Assets*), each updated to accurately reflect the status of such assets as on the Closing Date; provided that, if there have been no changes to the assets listed in such schedules since the Accounts Date, the Seller shall instead deliver a written confirmation to that effect;

(h) facilitate delivery to the Purchaser all of the Business Assets which are capable of transfer by actual or constructive delivery, with the intent that all rights, titles and benefits in such Business Assets shall pass by such delivery wholly and completely to the Purchaser, and the Purchaser shall issue the Acknowledgement Note, evidencing receipt of delivery of such Business Assets and the Seller shall acknowledge the same;

(i) authorise the Partners to do all acts on behalf of the Seller to enable registration of the instruments executed under this Agreement (if required under Applicable Law) and all acts and deeds as may be necessary to complete and perfect the transfer of the Undertaking to the Purchaser;

(j) deliver to the Purchaser copies of all Undertaking Licenses, along with all underlying documents relating to each such Undertaking License that is available with the Seller, including but not limited to any associated applications, to the extent reasonably maintained and available with the Seller, including all amendments, schedules, correspondences, and any related consents, where applicable;

(k) deliver to the Purchaser a final signed copy of the Section 499 Report and Section 81 Report;

(l) deliver to the Purchaser a final signed copy of the Valuation Report;

(m) execute and enter into the IP Assignment Deed in favour of the Purchaser, to assign the rights and interest of the Seller in the Intellectual Property;

(n) deliver duly executed copies of the Employment Agreements to the Purchaser confirming the transfer of employment, from the Seller to the Purchaser of at least such number of the Identified Employees, which constitutes 80% (eighty percent) of the total number of Identified Employees;

(o) deliver duly executed copies of assignment/novation deeds for transferring the Seller's interest in Undertaking Contracts executed with such Contract Labourer Vendors who supply contract labourers and security services personnel constituting 80% (eighty percent) of the total contract labourers and security services personnel engaged by the Seller, effective on and from the Closing Date (if applicable), along with all underlying documents available with the Seller; and

(p) revoke all powers of attorney and other authorizations, if any, which are subsisting and which relate to Undertaking and deliver to the Purchaser with a certified true copy the resolution of the Seller authorizing the same.

7.3. On the Closing Date, simultaneously with the actions set out in Clause 7.2 above, the Seller shall receive the Closing Consideration, subject to deduction of applicable Taxes (on the aggregate of Closing Consideration and Balance Consideration) as per Applicable Laws from the Escrow Account, in accordance with the terms and conditions of the Escrow Agreement. Upon issuance of the CP Acceptance Notice in respect of the Conditions Precedent, the Purchaser and the Seller shall simultaneously issue joint written instructions to the Escrow Agent to release the Closing Consideration, subject to deduction of applicable Taxes (on the aggregate of Closing Consideration and Balance Consideration) as per Applicable Laws, in accordance with the terms of the Escrow Agreement. In the event that the Adjusted Holdback Amount is a negative number, the Purchaser shall, as soon as practicable, but not later than 30 (thirty) days from the date of determination of the Adjusted Holdback Amount, file an appropriate revised withholding tax return, as permissible under the IT Act, such that the Taxes deducted at source are based on the Updated BTA Consideration in accordance with the IT Act and the Seller shall only claim credit of Taxes deducted at source as per this revised withholding tax return.

7.4. The Parties shall ensure that closing of the transactions contemplated in the respective Transaction Documents (which in relation to the IP Assignment Deed and the Lease Agreements shall mean the coming into force of the said agreements) shall occur simultaneously with the Closing, and Closing shall not be deemed to have occurred in the event closing under any of such Transaction Documents has not occurred. The Parties shall not be bound to consummate the Transaction contemplated in this Agreement unless the Transactions (which in relation to the IP Assignment Deed and the Lease Agreements shall mean the coming into force of the said agreements) contemplated in all Transaction Documents are completed on the same day.

7.5. Except as otherwise agreed by the Parties, (a) transfer of the Undertaking shall be complete when all of actions specified in Clauses 7.2, Clause 7.3 and Clause 7.4 above are completed ("**Closing**"); (b) all such events shall be deemed to occur simultaneously and no such action shall be deemed to have been consummated unless all such actions are consummated, provided however that, the Purchaser may, at its sole discretion, elect to proceed with the Closing notwithstanding that any action under Clauses 7.2 and Clause 7.4 remains incomplete or cannot be completed on or before the Closing Date. In such event, the Parties shall proceed to Closing in accordance with this Clause 7 (*Closing*), and the Seller and the Partners shall remain obligated to complete such pending actions Post-Closing, within such time period as may be specified under this Agreement or as may be mutually agreed between the Parties; and (c) the title to the Undertaking shall stand transferred to and vested with the Purchaser, with effect from the Closing, subject to the terms and conditions of this Agreement.

8. POST-CLOSING CONDITIONS

8.1. Immediately upon Closing and in any event within 30 (thirty) days of the Closing Date or such shorter timeline as may be prescribed under Applicable Laws, the Parties shall undertake all actions necessary under Applicable Laws to record the transfer of the Undertaking.

8.2. Immediately upon Closing and in any event on or before the Post-Closing Long Stop Date, the Seller shall make best efforts and undertake all necessary actions to transfer all the remaining Business Assets, Assumed Liabilities, Identified Employees, Vendors, Customers, Undertaking Contracts, that have not been transferred to the Purchaser as of the Closing Date and execute, deliver and/or file all such instruments, deeds, agreements, documents, as may be agreed between the Seller and the Purchaser, including transfer of all Assets corresponding to the Employee Benefits, in accordance with the provisions of Clause 13.1(g) (*Identified Employees*) ("**Post-Closing Conditions**"). Notwithstanding the generality of the foregoing, the Parties hereby agree that the Post-Closing Conditions shall be deemed completed only upon completion and/or fulfilment of the following Post-Closing Conditions to the satisfaction of Purchaser, acting reasonably (unless such Post-Closing Conditions which are capable of being waived, are waived in writing by the Purchaser, at its sole discretion) ("**Post-Closing Release Conditions**").

(a) the Seller having executed and delivered the assignment/novation deed for transferring the Undertaking Contract with Hero Motocorp Limited, to the Purchaser; and

(b) the Seller having obtained a letter from AMPL for acknowledging the Purchaser's sole and absolute rights in the word "MULTILINK" and the 'Multilink' trademark with effect from the Closing Date (save as otherwise provided in this Agreement), in such form and manner acceptable to Seller, AMPL and Purchaser.

8.3. If the Seller or any Partner becomes aware of any circumstances that shall or are reasonably likely to give rise to the non-fulfilment of one or more Post-Closing Conditions, then the Seller and/or the Partners shall immediately provide a written intimation to the Purchaser about the existence of such circumstances along with reasonable details thereof, and thereafter the Parties shall in good faith, use reasonable efforts to find a mutually agreeable solution.

8.4. In the event that any Post-Closing Conditions cannot be satisfied on or before the Post-Closing Long Stop Date, the Purchaser may, at its sole discretion, and upon receipt of a written request from the Seller and/or the Partners, waive such Post-Closing Condition subject to the provisions of this Clause 8 (*Post-Closing Conditions*).

8.5. Within 3 (three) Business Days of the satisfaction or waiver of the Post-Closing Conditions, the Seller and the Partners shall jointly send a written notice in the form attached as **Schedule Z** (*Form of Post-Closing Conditions*), to the Purchaser confirming the fulfilment of the Post-Closing Conditions, along with all the documents evidencing such fulfilment, if any ("**Post-Closing Confirmation Certificate**").

8.6. Within 5 (five) Business Days of receipt of the Post-Closing Confirmation Certificate, the Purchaser shall: (a) if it is satisfied that the Post-Closing Conditions has been fulfilled to its satisfaction, acting reasonably (unless waived in accordance with this Clause 8), furnish a certificate in the form set out in **Schedule AA** (*Form of Post-Closing Acceptance Notice*) ("**Post-Closing Acceptance Notice**"), indicating its acceptance of the Post-Closing Confirmation Certificate as evidence that the Post-Closing Conditions (to the extent not waived) have been duly satisfied by the Seller and the Partners; or (b) communicate its dissatisfaction (acting reasonably) with the fulfilment of any of Post-Closing Conditions by way of a written notice, providing, in reasonable detail, the reasons for such dissatisfaction ("**Post-Closing Resolution Notice**"). The Seller and the Partners shall make reasonable efforts to resolve the issues identified in the Post-Closing Resolution Notice within 5 (five) Business Days of receipt of the Post-Closing Resolution Notice, and following the resolution of such issues, the Seller and the Partners shall once again issue the Post-Closing Confirmation Certificate in accordance with this Clause 8 (*Post-Closing Conditions*). If the Purchaser is satisfied (acting reasonably) with the resolution of issues identified by it in the Post-Closing Resolution Notice, then, within 10 (ten) Business Days of receipt of the second Post-Closing Confirmation Certificate, the Purchaser shall issue the Post-Closing Acceptance Notice.

8.7. Upon issuance of the Post-Closing Acceptance Notice in respect of the Post-Closing Conditions, the Purchaser and the Seller shall simultaneously issue joint written instructions to the Escrow Agent to release the Balance Consideration, to the Seller, in accordance with the terms of the Escrow Agreement.

8.8. The Purchaser shall, immediately post-Closing (and in event within a period of 10 (Ten) Business Days from the Closing), clear all payments due to Megasphere pertaining to the Business.

8.9. The Seller shall file, on or before the due date prescribed under Section 263 of the IT Act, its income tax return in India for the financial year in which Closing occurs, appropriately disclosing the gains arising on transfer of Business in the said return as capital gains. The Seller shall provide a written confirmation to the Purchaser that such return has been filed and applicable income tax payable in respect of such gains has been paid.

9. TITLE AND SUPPLEMENTARY PROVISIONS

9.1. With effect from Closing, the legal and beneficial ownership and risk in the Undertaking shall be deemed to have been passed to and vested in the Purchaser, such that all gains and losses arising / accruing in relation to the Undertaking, shall be to the account of the Purchaser from (and including) the Closing Date.

9.2. Where any of the actions or the deliveries contemplated in Clause 7.2 (*Closing*) above are not completed on the Closing Date (however, the Purchaser has remitted the Closing Consideration in accordance with Clause 7.3 above), and the Purchaser has agreed in writing to permit such actions to be designated as Post-Closing Conditions, then, where applicable, the Seller shall:

(a) post the Closing Date, continue to take all necessary steps and ensure that such actions and deliveries are completed post the Closing Date and within the time period stipulated in this Agreement or agreed with the Purchaser (as applicable) with a view to establishing the Purchaser as the legal and beneficial owner of the Undertaking;

(b) issue such powers of attorney / authority letters to the Purchaser, as may be agreed between the Seller, Partners and the Purchaser, to give effect to the terms and conditions of this Agreement (including to enable the Purchaser to act, sign, or file documents on behalf of the Seller in any jurisdiction or before any Governmental Authority);

(c) hold all such parts of the Undertaking, that have not been transferred in entirety as on the Closing Date, in trust for the Purchaser and shall comply with its rights and obligations in relation to such parts of the Undertaking for and on behalf of the Purchaser, as agreed between the Seller, Partners and the Purchaser, and shall (i) segregate all such assets, monies and Records; (ii) not commingle the same with any other assets of the Seller; and (iii) maintain separate accounts and ledgers evidencing such segregation);

(d) permit and reasonably assist the Purchaser in performing (as the sub-contractor or agent of the Purchaser, if permissible) any of the obligations of the Seller in relation to such unassigned Business Assets and Assumed Liabilities, and promptly execute such novation, assignment, assumption or other instruments as may be agreed between the Seller, Partners and the Purchaser;

(e) account to the Purchaser (as soon as practicable after receipt) for any sums, goods or other benefits (including economic benefits) received by the Seller or the Partners in relation to the unassigned Business Assets and Assumed Liabilities, and, until such remittance, hold the same in a separate, interest-bearing bank account for and on behalf of the Purchaser;

(f) not take any action, omit to take any action, or enter into any agreement or arrangement which may materially and/or adversely affect the relevant Business Asset, or which may materially and/or adversely affect or delay the transfer of the relevant Business Assets or Assumed Liabilities, without the prior written consent of the Purchaser, provided that such consent shall not to be unreasonably withheld, conditioned or delayed; and

(g) not create or incur any Encumbrance or third party right on the retained Business Assets or Assumed Liabilities.

9.3. The Seller undertakes to the Purchaser that after the Closing Date, it shall forward and transfer to the Purchaser, as soon as practicable, any payment, dues, documents, written information, written enquiries, written communication, and written correspondence, relating to the Undertaking, which the Seller, the Partners and/or any of its Representatives receive from time to time.

9.4. Any information or data generated or collected by the Seller, the Partners and/or the Key Operational Personnel post-Closing in relation to the Undertaking, including the performance of the Transition Services, shall be deemed to be a Record under the terms of this Agreement, shall be maintained and preserved by the Seller with due care, and shall be transferred to the Purchaser as soon as reasonably practicable (and, in any event, within 30 (thirty) Business Days of its creation).

9.5. Notwithstanding anything to the contrary contained in this Agreement, the Seller and the Partners shall be entitled to retain copies of all Records (including Identified Employee Records), whether in physical or electronic form, that are in their possession or control, *provided that*, such retention of Records by the Seller is not prohibited under Applicable Laws.

10. REPRESENTATIONS AND WARRANTIES

10.1. **Seller and Partners Representations and Warranties**

(a) In consideration of the Purchaser acquiring the Undertaking pursuant to this Agreement, subject to Clause 10.3 (*Disclosures*) below, the Seller and the Partners hereby jointly and severally represent and warrant to the Purchaser that each of the representations and warranties contained in **Schedule B-I** ("**Seller Warranties**") are true, correct, and not misleading on the Execution Date and shall be true, correct, and not misleading on the Closing Date.

(b) The Business Warranties (other than Tax Warranties) shall relate only to matters, events or circumstances occurring within the period of 6 (Six) years immediately preceding the Closing Date, and the Tax Warranties shall relate only to matters, events or circumstances occurring within the period of 7 (Seven) years immediately preceding the Financial Year ending prior to the Closing Date, in each case, unless otherwise expressly set out with respect to any representation or warranty.

(c) The Seller and the Partners shall not be liable for breach of any: (i) Business Warranties (other than Tax Warranties) to the extent such breach relates to matters arising prior to the 6 (Six) year period preceding the Closing Date, unless otherwise expressly set out with respect to any Business Warranties, and (ii) Tax Warranties to the extent such breach relates to matters arising prior to the 7 (Seven) year period preceding the Financial Year ending prior to the Closing Date, unless otherwise expressly set out with respect to such Tax Warranties.

10.2. **Purchaser Representations and Warranties**

For the purposes of acquiring the Undertaking pursuant to this Agreement, the Purchaser hereby represents and warrants to the Seller and the Partners that each of the representations and warranties contained in **Schedule B-II** ("**Purchaser Warranties**") are true, correct, and not misleading in any respect on the Execution Date and shall be true, correct, and not misleading in any respect on the Closing Date.

10.3. **Disclosures**

(a) A Business Warranty is qualified only by the specific facts and circumstances Disclosed in the relevant section of the Disclosure Letter and/or the Updated Disclosure Letter which corresponds to such Business Warranty in the relevant paragraph **Part II** of **Schedule B-I** (*Seller Warranties*) and is qualified to that extent only; *provided that* (i) no Disclosure shall be made in the Disclosure Letters and/or the Updated Disclosure Letter against or in respect of any Fundamental Warranty; and (ii) a disclosure with respect to a Business Warranty shall not act as an implied disclosure to any of the other Business Warranties, in respect of which such disclosure has not Disclosed against the corresponding section of the Disclosure Letter and/or the Updated Disclosure Letter, *provided that*, any disclosure made in respect of any Business Warranty shall be deemed to constitute a disclosure against all other Business Warranties, to the extent that such disclosure is reasonably apparent as being relevant to such other Business Warranties.

(b) Other than as disclosed in the Disclosure Letter and/or the Updated Disclosure Letter in accordance with this Agreement, none of the Seller Warranties shall be treated as qualified by any actual, imputed or constructive knowledge on the part of the Purchaser or any of its agents, Representatives, officers, employees or advisers and no such knowledge shall prejudice any claim for breach of any Seller Warranty or operate to reduce any amount recoverable.

(c) The Updated Disclosure Letter shall be delivered by the Seller and the Partners to the Purchaser on the Closing Date, *provided that*, the Seller and Partners shall have delivered a draft of the initialled Updated Disclosure Letter to the Purchaser at least 5 (five) days prior to the proposed Closing Date. It is hereby clarified that, during the period between the delivery of the Updated Disclosure Letter to the Purchaser until 2 (two) Business Days prior to the Closing Date, the Seller may make necessary updates to the Updated Disclosure Letter together with all attached relevant documents, containing Disclosures in relation to the Business Warranties, solely for the events occurring between the date of delivery of the Updated Disclosure Letter to the Purchaser until 2 (two) Business Days prior to the Closing Date or that come to the knowledge of the Seller after the delivery of the draft of the Updated Disclosure Letter to the Purchaser, in accordance with the terms of this Agreement.

(d) If the draft of the Updated Disclosure Letter: (i) contains Disclosures, where the financial impact of the relevant matter, taken individually, does not exceed INR 20,00,000 (Indian Rupees Twenty Lakhs), and taken together with other matters Disclosed in the Disclosure Letter and/or the Updated Disclosure Letter, does not exceed INR 2,00,00,000 (Indian Rupees Two Crore), in aggregate, the Purchaser shall accept such Disclosures; (ii) contains Disclosures, where the financial impact of the relevant matter, taken individually, exceeds INR 20,00,000 (Indian Rupees Twenty Lakhs), and taken together with other matters Disclosed in the Disclosure Letter and/or the Updated Disclosure Letter, exceeds INR 2,00,00,000 (Indian Rupees Two Crore), in aggregate, such matters shall be deemed to be Specific Indemnity Matters. It is hereby clarified that the financial impact of any Disclosure in the Disclosure Letter or the Updated Disclosure Letter shall be determined jointly by the Seller and the Purchaser (acting reasonably). Notwithstanding the above, the Purchaser may terminate this Agreement by giving notice to the Seller, where any matter Disclosed in the

Disclosure Letter and/or the Updated Disclosure Letter has resulted in or is reasonably likely to result in a Material Adverse Effect, in accordance with Clause 15 (*Termination*).

11. INDEMNITY

11.1. With effect from the Closing Date and subject to Clause 12 (*Limitation of Liabilities*), the Seller and the Partners ("**Indemnifying Parties**") shall indemnify and hold harmless the Purchaser (the "**Indemnified Party**") from and against, any and all Losses suffered by the Purchaser, its Affiliates, directors, employees and principal officers (as defined under the IT Act), arising out of, resulting from or in connection with the following (each an "**Indemnity Event**"):

(a) any of the Fundamental Warranties (other than Specified Fundamental Warranties) being untrue, incorrect or misleading;

(b) any of the Tax Warranties being untrue, incorrect or misleading (other than as Disclosed in the Disclosure Letter and/ or Updated Disclosure Letter);

(c) any of the Business Warranties (other than the Tax Warranties) being untrue, incorrect or misleading (other than as Disclosed in the Disclosure Letter and/ or Updated Disclosure Letter);

(d) any material breach, non-fulfilment or failure to perform (whether in whole or in part) of Clauses 3 (*Transfer of the Undertaking*), 4.2(g) (*Escrow Mechanism*), 6 (*Covenants till Closing*), 8 (*Post-Closing Covenants*), 9 (*Title and Supplementary Provisions*), 12.6 (*Net Liquidity Position*), 13 (*Understanding with respect to Transfer of the Undertaking*), 14.4 (*Wrong Pockets*), 14.5 (*Lease Agreements for the Freehold Land and relevant Immovable Assets*), and 16 (*Non-compete and Non-solicitation*) to be performed by the Indemnifying Parties under this Agreement;

(e) the termination of the employment of any Identified Employee by the Seller pursuant to Clause 13.1(f) (including any claims for continuity, gratuity, or severance);

(f) any of the specific indemnity items listed in **Schedule O** *(Specific Indemnity Matters)* ("**Specific Indemnity Matter**");

(g) any fraud by the Indemnifying Parties, in relation to the Transaction or the Business;

(h) any wilful misconduct by the Indemnifying Parties, in relation to the Transaction or the Business;

(i) any Taxes on account of the Transaction which is recoverable or payable by the Purchaser under section 313 of the IT Act;

(j) any Taxes: (i) incurred by the Seller prior to the Closing Date; or (ii) attributable to the Seller for the period prior to the Closing Date, in each case which has not been taken into account for the purposes of calculation of the Working Capital; or

(k) any of the Specified Fundamental Warranties being untrue, incorrect or misleading.

11.2. The indemnification rights of the Indemnified Parties (and its Affiliates, directors, employees and principal officers (as defined under the IT Act)) under this Agreement shall be the sole monetary remedy available to the Indemnified Party (and its Affiliates, directors, employees and principal officers (as defined under the IT Act)). It is however clarified that, the Indemnified Party (and its Affiliates, directors, employees and principal officers (as defined under the IT Act)) may pursue other non-monetary rights and remedies as the Indemnified Party (and its Affiliates, directors, employees and principal officers (as defined under the IT Act)) may have under Applicable Law or in equity, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

11.3. **Indemnification Procedure**

(a) If any of the Purchaser, its Affiliates, directors, employees and principal officers (as defined under the IT Act) suffers a Loss, other than a Third Party Claim, due to an Indemnity Event ("**Claim**"), the Indemnified Party shall promptly provide a written notice ("**Claim Notice**") to the Indemnifying Party, setting out (i) reasonable details of the Indemnity Event resulting in Losses along with all information and details reasonably available with the Indemnified Party in relation to such Claim; and (ii) the amount of the Claim (if reasonably quantifiable) due to the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)). The Indemnified Party shall notify the Indemnifying Party of the occurrence of an event which may give rise to a Claim under this Clause 11(*Indemnity*), within 30 (thirty) days of becoming aware of such event, or such shorter period prescribed under Applicable Law, *provided that,* any delay or deficiency in such notice shall not relieve the Indemnifying Party of any liability hereunder except to the extent such delay or deficiency has actually and materially prejudiced the Indemnifying Party's ability to defend the Claim or has resulted in increase in the Losses incurred by the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)), in which case, the Indemnifying Parties shall be relieved of their obligations hereunder only to the extent of such increase in the Losses.

(b) Within 30 (Thirty) Business Days of receipt of the Claim Notice by the Indemnifying Party, the Indemnifying Party shall deliver to the Indemnified Party a written response ("**Claim Response**") in which the Indemnifying Party shall either:

(i) admitting in writing that the Indemnified Party is entitled to be indemnified for the Losses claimed in the Claim Notice ("**Undisputed Claim**"); or

(ii) dispute the Indemnified Party's entitlement to indemnification (in whole or in part) by delivering to the Indemnified Party a Claim Response setting forth each disputed item ("**Disputed Claim**") and the basis for such dispute ("**Objection Notice**").

(c) In the event the Indemnifying Party delivers an Objection Notice, the Parties shall in good faith attempt to resolve the Disputed Claim within 15 (fifteen) days of the date of the Objection Notice. If the Disputed Claim is (i) resolved within such period, the Indemnifying Party shall pay the agreed amount within 15 (fifteen) Business Days of such resolution; or (ii) not resolved within such period, either Party may refer the dispute for resolution in accordance with Clause 17.2 (*Governing Law, Jurisdiction and Dispute Resolution*).

(d) If the Indemnifying Party fails to respond to the Claim Notice disputing the Claim Notice, within the time period prescribed above, the relevant Claim shall automatically be deemed an Undisputed Claim, and the Indemnifying Party shall be bound to make payment of the amount claimed within 60 (sixty) days of expiry of the period within which the Claim Response is required to be provided, without demur or set-off.

(e) All Undisputed Claims shall be paid within 60 (sixty) days of the Claim Response, *provided that*, in case of any Claim arising under Clause 11.1(b), Clause 11.1(c), Clause 11.1(d), Clause 11.1(i) and Clause 11.1(j) which is capable of being cured, the Indemnifying Party shall have a cure period of 30 (thirty) days from the date of Claim Response to cure such breach, to the satisfaction of the Indemnified Party, failing which the Undisputed Claim shall be paid within 30 (thirty) days from the expiry of such cure period, *provided further that*, the cure period set out herein shall not be applicable with respect to any Third Party Claim arising out of the Indemnity Event set out in Clause 11.1(b), Clause 11.1(c) or Clause 11.1(d) ("**Payment Date**"). It is hereby clarified that in no event shall the payment of any Undisputed Claim exceed 60 (sixty) days from the date of the Claim Response.

(f) For Disputed Claims, all indemnity payments shall be made in accordance with the outcome of the process and provisions of Clause 17.2 (*Governing Law Jurisdiction and Dispute Resolution*).

11.4. **Third Party Claim**

(a) If any Person notifies the Indemnified Party (including its Affiliates, directors employees and principal officers (as defined under the IT Act)) in writing with respect to any matter (a "**Third Party Claim**"), in respect of which the Indemnified Party is entitled to make a Claim for indemnification against the Indemnifying Party under the terms of this Agreement, then the Indemnified Party shall provide a copy of the Third Party Claim (a "**Third Party Claim Notice**"), and shall provide relevant details pertaining to such Third Party Claim (including all necessary documents, if available), as soon as reasonably practicable, but no later than 15 (fifteen) Business Days of receipt of such Third Party Claim, *provided that* any delay or deficiency in such notice shall not relieve the Indemnifying Party of any liability hereunder except to the extent such delay or deficiency has actually and materially prejudiced the Indemnifying Party's ability to defend the Third Party Claim or has resulted in increase in the Losses incurred by the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)), in which case, the Indemnifying Parties shall be relieved of their obligations hereunder only to the extent of such increase in the Losses.

(b) The Indemnifying Party shall within 7 (seven) Business Days of receipt of a Third Party Claim Notice, notify the Indemnified Party (in writing) of its intention to defend or not defend the Third Party Claim. In the event the Indemnifying Party elects to defend the Third Party Claim, the Indemnifying Party shall have the right to take any action and institute any proceedings to dispute, resist, appeal, or defend, the Third Party Claim, at its cost or expense, failing which the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) shall have the right (but not the obligation) to take any action and institute any proceedings to dispute, resist, appeal, or defend, itself against such Third Party Claim and the Indemnified Parties shall be wholly indemnified for all Losses arising from the defense of the Third Party Claim. The Indemnifying Party shall, at all times, keep the Indemnified Party informed of the progress of, and all material developments in relation to, the Third Party Claim and provide Indemnified Parties with copies of all material information and correspondence relating to the Third Party Claim.

(c) Notwithstanding anything to the contrary contained in Clause 11.4(b) above: (i) the Indemnifying Party shall not be entitled to control or conduct proceedings relating to any Third Party Claim: (A) involving criminal proceedings or specific performance or injunctive relief against the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)); or (B) relates to a breach of the representations and warranties set out in Paragraphs 3.6 to 3.15 of **Part II** of **Schedule B-I** (*Compliance with Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions Laws*) and (ii) the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) shall have the right to assume defense of any Third Party Claim, and shall notify the Indemnifying Party (in writing) of its intention to defend such Third Party Claim, at any time after the receipt of the Third Party Claim. The Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) shall have the right to take any action and institute any proceedings to dispute, resist, appeal, or defend, consent to judgment or enter into any settlement or compromise, in connection with the Third Party Claim, at its own cost and the Indemnifying Party shall make such payments (in full), *provided that*, the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) shall not, without the prior written consent of the Indemnifying Party, agree to any settlement, compromise, admission, or consent to judgment in respect of such Third Party Claim to the extent that it would increase the liability of the Indemnifying Party beyond the liability arising from such Third Party Claim as notified to the Indemnifying Party. The Indemnified Party shall, at all times, make reasonable endeavours to consult with the Indemnifying Party prior to taking any action in respect of any Third Party Claim which the Indemnified Party has opted to defend.

(d) Even where the Indemnifying Party is conducting the defence of the Third Party Claim in accordance with this Clause 11.4 (*Third Party Claim*), the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) may retain separate co-counsel at its sole cost and expense and participate in the defence of the Third Party Claim. It is hereby clarified that any such co-counsel shall act in coordination with the Indemnifying Party and shall not take any steps that prejudice, interfere with, or are otherwise detrimental to the conduct or strategy of the defence being undertaken by the Indemnifying Party, unless such conduct or strategy of the defence being undertaken by the Indemnifying Party is or is likely to be prejudicial to the interests of the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) *provided that*, the

Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)), including through such co-counsel, shall not, without the prior written consent of the Indemnifying Party, agree to any settlement, compromise, admission, or consent to judgment in respect of such Third Party Claim to the extent that it would increase the liability of the Indemnifying Party beyond the liability arising from such Third Party Claim as notified to the Indemnifying Party.

(e) For the avoidance of doubt, it is clarified that the Indemnifying Parties shall make all payments or deposits (interim or otherwise) that may be required to be made in relation to the Third Party Claim, and in no event shall the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) be required to go out of pocket or incur any Loss or costs in this regard.

(f) The Indemnifying Parties shall not, without prior consultation with the Indemnified Party, settle, compromise, or consent to the entry of any judgment in respect of any pending or threatened Third Party Claim, unless: (i) such settlement is solely for a monetary amount paid in full by the Indemnifying Party; (ii) such settlement includes a complete and unconditional release of the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)); (iii) such settlement does not result in any sanction or restriction upon the future activities or business of the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) on account of such judgment, settlement or compromise; (iv) such settlement does not result in any admission of any offence under, or contravention of, Applicable Law by the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) as part of such judgment, settlement or compromise; and (v) there is no criminal liability of, or injunctive or equitable relief granted against, the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)), as part of such judgment, settlement or compromise.

(g) Whether or not the Indemnifying Party elects to defend any Third Party Claim, the Parties shall cooperate and exercise all reasonable efforts in the defence or prosecution of any such claim and shall furnish one another with such records, information and testimony, and attend such conferences, proceedings, hearings, trials and appeals as may be reasonably required by the other in connection therewith.

11.5. **Indemnity Payments**

(a) Other than the Disclosures in the Disclosure Letter and/or the Updated Disclosure Letter, the right to indemnification available with the Indemnified Parties under this Clause 11 (*Indemnity*), will not be affected or qualified by any investigation or due diligence conducted by or on behalf of the Purchaser into the affairs of the Seller or any actual, imputed or constructive knowledge acquired or capable of being acquired (whether pursuant to the due diligence or otherwise) at any time by or on behalf of the Purchaser, whether before or after the Execution Date, with respect to the Indemnity Events. No such knowledge shall constitute a waiver of or defence to any Claim or Third Party Claim. Further, the Indemnifying Parties hereby agree and acknowledge that the Indemnifying Parties shall not be entitled to invoke the Indemnified Parties' 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 or Third Party Claim.

(b) The Indemnifying Parties acknowledge and agree that any payments to be made pursuant to this Clause 11 (*Indemnity*) are not in the nature of a penalty but merely a reasonable compensation for the Loss that would be suffered.

(c) Any indemnity under this Agreement shall be provided on an after-Tax basis, such that the amount payable pursuant to such indemnity Claim shall be calculated in a manner that, (after taking into account: (i) any deductions or withholdings of Taxes; and (ii) any additional Taxes that becomes payable by the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) as a result of the indemnity payment being subject to Tax, in the hands of the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)), places the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) in the same financial position as it would have been, if the matter giving rise to the indemnity obligation had not occurred. The Indemnifying Party shall be solely responsible for bearing and grossing-up any such Taxes so as to ensure the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) is held fully harmless. In the event of any deduction, withholding or payment of Tax, the Indemnifying Party shall promptly furnish the Indemnified Party with such evidence as may be required by the relevant Tax authority to establish that any such Tax has been duly discharged.

12. LIMITATION OF LIABILITY

12.1. <u>*Claim Period*</u>: The Indemnified Party (and its Affiliates, directors, employees and principal officers (as defined under the IT Act)) shall not be entitled to make any Claim in relation to an Indemnity Event, unless the Claim has been made within the respective time period provided below, and not thereafter:

Indemnity Event	Claim Period
Indemnity Event pursuant to Clause 11.1(a), and Clause 11.1(g)	20 (twenty) years from the Closing Date
Indemnity Event pursuant to Clause 11.1(b), Clause 11.1(i) Clause 11.1(j) and 11.1(k)	up to expiry of 3 (three) months from the maximum statutory period of limitation as applicable on the Closing Date or such other extended period as may be condoned by Tax Authorities
Indemnity Event pursuant to Clause 11.1(c), Clause 11.1(d), Clause 11.1(h) and Clause 11.1(e)	up to expiry of 4 (four) audit cycles from the Closing Date

Indemnity Event	Claim Period
Indemnity Event pursuant to Clause 11.1(f)	up to expiry of 4 (four) audit cycles from the Closing Date

12.2. *De-minimis and Basket Threshold*

The Indemnifying Party shall not be liable to make payment for a Claim in relation to an Indemnity Event in Clause 11.1 (other than Clause 11.1(a), Clause 11.1(d), Clause 11.1(e), Clause 11.1(g) and 11.1(k)), unless:

(a) the Loss in respect of any single claim (or a series of claims relating to a similar subject matter) exceeds INR 20,00,000 (Indian Rupees Twenty Lakhs) ("**De-Minimis Loss**"); and

(b) aggregate of all De-Minimis Losses exceeds INR 2,00,00,000 (Indian Rupees Two Crores) ("**Basket Threshold**"), after which the Indemnifying Party shall be liable for all Losses from the first Rupee for such Claims not just the amount in excess of the Basket Threshold.

12.3. *Monetary Limit*: The aggregate monetary liability of the Indemnifying Parties under the Transaction Documents shall not exceed:

(a) 25% (twenty five percent) of the Final BTA Consideration for all Claims in relation to Indemnity Events set out in Clause 11.1(b), Clause 11.1(c), Clause 11.1(d), Clause 11.1(e), Clause 11.1(h) and Clause 11.1(j);

(b) 15% (fifteen percent) of the Final BTA Consideration for all Claims in relation to Indemnity Events set out in Clause 11.1(f);

(c) 50% (fifty percent) of the Final BTA Consideration for all Claims in relation to Indemnity Events set out in Clause 11.1(i); and

(d) 100% (one hundred percent) of the Final BTA Consideration for all Claims in relation to Indemnity Events set out in Clause 11.1(a), Clause 11.1(g) and Clause 11.1(k).

Notwithstanding the foregoing, the aggregate monetary liability of the Indemnifying Parties under the Transaction Documents for all Claims in relation to Indemnity Events shall not exceed 100% (one hundred percent) of the Final BTA Consideration.

12.4. *Waterfall:* Subject to other provisions of this Clause 12 (*Limitation of Liability*), the Parties hereby agree that the Seller shall have the primary obligation to indemnify the Indemnified Party (and its Affiliates, directors, employees and principal officers (as defined under the IT Act)), with respect to Losses arising from an Indemnity Event, and only upon failure of the Seller to pay the indemnity amount in full in accordance with Clause 11.3, for any reason whatsoever, the obligation to make such payment shall be on the Partners, jointly.

12.5. *General Limitations*:

(a) *Recovery of Loss*: The Indemnified Party (and its Affiliates, directors, employees and principal officers (as defined under the IT Act)) shall not be entitled to recover damages or obtain payment, reimbursement, restitution, or indemnity more than once in respect of the same Loss.

(b) *Subsequent recovery*: If the Indemnifying Party pays an amount in discharge of any indemnification obligation under this Agreement and the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) subsequently recovers from a third party (including insurance claims) a sum that indemnifies or compensates the Indemnified Party and which pertains to the relevant Indemnity Event, the Indemnified Party shall pay to the Indemnifying Party the sum recovered from such third party to the extent of the amount paid by the Indemnifying Party less any actual costs and Taxes incurred and paid by the Indemnified Party in recovering or paying such sum (subject to receipt of approvals from any Governmental Authority, if required under Applicable Law).

(c) *Consents*: If any indemnification payment under this Clause 12 (*Limitation of Liability*) is subject to any Consents including from any Governmental Authorities, then: (i) the Indemnifying Party shall be responsible for obtaining such Consent, provided that, the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) shall also have the right (but not the obligation) to apply for and obtain such Consents, with the prior written consent of the Indemnifying Party, and in each case, the Indemnifying Party shall bear any costs and expenses incurred by the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) in obtaining such Consents; and (ii) the Purchaser shall have the right to require the Indemnifying Party to make the indemnification payment to any nominee or assignee of the Purchaser.

(d) To the extent that a claim is based upon a contingent liability, the Indemnifying Party shall not be liable to make a payment to the Indemnified Party (and its Affiliates, directors, employees and principal officers (as defined under the IT Act)) in respect of such claim unless and until such time as the contingent liability actually becomes payable.

(e) The Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) shall make reasonable endeavours and take all actions, which are within its control, to mitigate any loss or damage which may be incurred or suffered in consequence of a matter giving rise to Losses under this Agreement.

(f) The Indemnified Party (and its Affiliates, directors, employees and principal officers (as defined under the IT Act)) shall not take any intentional steps to increase the Loss suffered or which it may suffer pursuant to any Indemnity Event.

(g) No liability in respect of any Indemnity Event shall arise if such Indemnity Event occurs solely and directly by reason of any matter, which would not have arisen, but for the coming into force, enactment or change of any Applicable Law that was not in force as on the Execution Date and which has a retrospective effect to the Execution Date. The

Parties agree and acknowledge that any "clarification" issued by the relevant Governmental Authority in respect of the interpretation, implementation or application of any requirement under any legislation or Applicable Law, shall not be considered as a "change" in any legislation or Applicable Law, unless otherwise interpreted so by any Governmental Authority.

(h) The Indemnifying Party shall not be liable to indemnify an Indemnified Party under this Clause to the extent that such claim resulted from fraud or wilful misconduct of the Indemnified Party (including its Affiliates, directors, employees and principal officers (as defined under the IT Act)) in relation to the Transaction or the Undertaking.

12.6. *Net Liquidity Position*:

(a) For the purposes of fulfilling their obligation to make any payment under, in accordance with, or pursuant to Clause 11 (*Indemnity*), the Partners shall:

(i) on and from the Closing Date, until the expiry of 4 (four) years from the Closing Date ("**Net Liquidity Period**"), collectively maintain and retain Net Liquidity Position of least 15% (fifteen percent) of the BTA Consideration, *provided that*, (A) if no Claim is made by the Indemnified Party for an amount equal to or exceeding 10% (ten percent) of the BTA Consideration prior to the expiry of the first anniversary of the Closing Date, then the Net Liquidity Position shall stand reduced to 10% (ten percent) of the BTA Consideration; and (B) if no Claim is made by the Indemnified Party or no Claim by the Indemnified Party subsists as of such date, for an amount equal to or exceeding 5% (five percent) of the BTA Consideration, prior to the expiry of the second anniversary of the Closing Date, then the Net Liquidity Position shall stand reduced to 5% (five percent) of the BTA Consideration, and shall remain at such level until the expiry of the Net Liquidity Period; and

(ii) notwithstanding the above, if a Claim is made by an Indemnified Party for an amount equal to or exceeding 5% (five percent) of the BTA Consideration prior to the expiration of the Net Liquidity Period, the Partners shall maintain the Net Liquidity Position, beyond the Net Liquidity Period till such time that the Claim is fully resolved in the manner as specified herein.

(b) The Partners shall, within 30 (thirty) days from the Closing Date and thereafter, within 15 (fifteen) days from the end of every 6 (six) months commencing from the Closing, deliver to the Purchaser, evidence of compliance of the requirement to maintain the Net Liquidity Position (which shall include bank and/ or fund statements) ("**Net Liquidity Statement**"). If the Net Liquidity Statement discloses that the Net Liquidity Position stated in Clause 12.6(a) above is not met, then the Partners shall promptly, and in any case within 5 (five) Business Days from the date of delivery of the Net Liquidity Statement, replenish their respective accounts to ensure that the Net Liquidity Position stated in Clause 12.6(a) above is met, and deliver documentary evidence thereof to the Purchaser.

13. UNDERSTANDING WITH RESPECT TO THE TRANSFER OF THE UNDERTAKING

13.1. **Identified Employees**

(a) The Seller and/or the Partners shall ensure that all the Identified Employees are transferred to the Purchaser, in accordance with the terms of this Agreement. The Purchaser will acquire the Undertaking with at least 80% (eighty percent) of the total number of Identified Employees with effect from the Closing Date and the other Identified Employees in accordance with the terms of this Agreement. The Seller shall deliver duly executed copies of the Employment Agreements to the Purchaser confirming the transfer of employment, from the Seller to the Purchaser, of: (i) at least such number of the Identified Employees, which constitutes 80% (eighty percent) of the total number of Identified Employees, as an Advance Condition in accordance with Clause 4.3(a); and (ii) the remaining Identified Employees, as a Post-Closing Condition in accordance with Clause 8.2, with continuity of service, and confirming that the transfer is in compliance with Applicable Law.

(b) The Seller and the Partners shall make all necessary efforts to facilitate that all Identified Employees accept, in writing, employment with the Purchaser, on the terms and conditions offered by the Purchaser, which in any event shall not be less favourable to the Identified Employee than such Identified Employee's existing terms of employment and shall provide written evidence of such acceptance to the Purchaser prior to Closing.

(c) The Purchaser shall take the Identified Employees into its employment on and from the Closing Date. The Purchaser shall ensure that the services of the Identified Employees shall be continuous and shall not be interrupted by reason of the transfer of the Undertaking as envisaged in this Agreement.

(d) The Seller and the Partners undertake to provide the Purchaser, upon request and post-Closing, with all information relating to the Identified Employees that is available with the Seller and the Partners, and that has not already been provided as part of the transfer of the Undertaking (including as part of the Identified Employee Records).

(e) The Seller and the Partners confirm that they have made and shall make all contributions required to be made under Applicable Laws (including those relating to Employee Benefits) in respect of the Identified Employees employed by the Seller up to the Closing Date. The Purchaser shall be solely responsible for making all such statutory contributions in respect of the Identified Employees after the Closing Date.

(f) If any of the Identified Employees do not accept employment with the Purchaser, such Identified Employee shall be terminated by the Seller in accordance with the relevant employment arrangement with the relevant Identified Employee and Applicable Law, and any associated costs incurred in respect of such termination shall be the sole liability of the Seller.

(g) The Purchaser shall, within 90 (ninety) Business Days of Closing, ensure that all assets corresponding to the Employee Benefits, which are in the name of the Seller at Closing, are duly transferred to the Purchaser, free and clear of Encumbrances. It is hereby clarified that, any unfunded liability pertaining to the Identified Employees for the period prior to Closing, shall be to the account of the Seller.

13.2. **Litigations**

(a) The Parties acknowledge and agree that no litigations of the Seller and/or the Partners (in relation to the Business) are being transferred as part of the Undertaking. The Seller and the Partners agree that all Claims relating to such litigations of the Seller and/or the Partners (in relation to the Business) shall be continued, prosecuted, defended and enforced solely by the Seller and the Partners at their own cost and risk, without recourse to the Purchaser.

(b) All costs, charges, expenses (including legal fees and court fees) incurred in relation to the continuation, prosecution, defense or enforcement of any litigation of the Seller and/or the Partners shall be borne exclusively by the Seller and the Partners and shall not be recoverable from the Purchaser under any circumstances.

(c) The Seller and/or the Partners shall not take any action, omission, compromise, or settlement in relation to any of their litigation which may, directly or indirectly, affect the Undertaking or impose any obligation, liability, Encumbrance, or admission of guilt on the Undertaking or the Purchaser, without the Purchaser's prior written consent. Any such compromise or settlement, to the extent permitted, shall be subject to the Purchaser's prior written approval. The Seller and the Partners shall also keep the Purchaser informed on an ongoing basis of all material developments in relation to any litigation pertaining to the Undertaking and shall promptly provide copies of all pleadings, orders and correspondence upon request.

13.3. **Licenses**

(a) Post the Closing Date, the Seller and the Partners shall provide reasonable cooperation and assistance to the Purchaser to effect the transfer of all Transferable Licenses to the Purchaser, and for procurement of all the necessary Undertaking Licenses (other than Transferable Licenses), including by providing reasonable assistance, documentation and access to relevant personnel or Governmental Authorities, as may be required, on a good faith basis).

13.4. **Undertaking Contracts**

(a) The Seller and the Partners shall take reasonable steps necessary to effect the assignment or novation of Undertaking Contracts to the Purchaser in the manner set out in this Agreement. Subject and without prejudice to Clause 5.1, Clause 7.2 and Clause 8.2, if the assignment or novation of any Undertaking Contract with the Top Key Customers is not completed by the Closing Date and the Purchaser has agreed to consummate the Transaction, the Seller and the Partners shall, following Closing, continue to use its best efforts to procure the assignment or novation of such Undertaking Contracts to the Purchaser as a Post-Closing Condition, on or before the Post-Closing Long Stop Date. For the avoidance of doubt, the Seller and the Partners shall not be liable for any failure to procure the assignment or novation of such Undertaking Contracts where the consent is withheld, conditioned or delayed by the counterparty despite the Seller and the Partners having complied with their obligations under this Clause.

(b) In the event that the Seller and/or the Partners fail to effect the assignment or novation of the Undertaking Contract by or before the Post-Closing Long Stop Date, including *inter alia* due to the failure to obtain the required prior consent from a counterparty to the Undertaking Contract (where such consent is necessary for the transfer or novation of the Undertaking Contract), the Parties shall determine a mutually acceptable alternative arrangement. Subject to the Applicable Law and the terms of the relevant Undertaking Contract, the Parties may agree that: (i) the Seller and/ or the Partners may, at the request of the Purchaser, terminate such Undertaking Contract; and/or (ii) unless prohibited by Applicable Law and/or the provisions of such Undertaking Contract, the Seller and/ or the Partners may hold the benefit of such Undertaking Contract on behalf of the Purchaser until the expiry or termination of the retained Undertaking Contract ("**Retained Undertaking Contract**"), *provided that*, the Purchaser shall perform or procure the performance of all corresponding obligations under such Retained Undertaking Contract. The Purchaser will endeavor to provide all reasonable assistance and cooperation to the Seller and the Partners in relation to the performance of obligations under the Retained Undertaking Contract, by making available the relevant Business Assets and/or Identified Employees, at the cost and expense of the Purchaser. During this period, the Purchaser shall be entitled to receive, and the Seller and the Partners shall procure the Purchaser's use and enjoyment of, all rights, benefits, and entitlements (including any payments receivable under such Retained Undertaking Contracts) arising under the Retained Undertaking Contract, to the fullest extent permitted by Applicable Law, subject to the fulfillment of the obligations by the Purchaser set out under this Clause.

13.5. **Insurance Policies**

(a) The Seller and the Partners shall have issued intimation (in writing) to each of the insurers for the transfer and assignment of each of the Insurance Policies to the Purchaser, as a Condition Precedent. To the extent any Insurance Policy covers businesses or assets other than the Undertaking, the Seller and the Partners shall ensure the segregation or splitting of such Insurance Policy so as to enable assignment/transfer or novation of the relevant portion in favour of the Purchaser, thereby ensuring uninterrupted coverage of the Undertaking.

(b) The Seller and the Partners shall take reasonable steps necessary to effect the transfer or assignment or novation of the Insurance Policies to the Purchaser along with the rights, benefits and obligations therein by execution of such documents, in Agreed Form, as may be required to effect the transfer/assignment.

(c) If and to the extent that any such Insurance Policy is renewed, replaced or succeeded, between the Execution Date and Closing Date, the Seller and the Partners shall procure that the Purchaser's interest in the Undertaking is similarly noted on any such renewed, replacement or successor policy.

(d) The Seller and the Partners shall comply with the Insurance Policies until (and including) the Closing Date.

13.6. **Unutilized GST Input Tax Credits**

(a) In accordance with Applicable Law, any Unutilized GST Input Tax Credit, if any, lying in the Electronic Credit Ledger on the GSTN Portal of the Seller which is associated with the Business, shall be transferred to the Electronic Credit Ledger on the GSTN Portal of the Purchaser as per the manner and the procedure stipulated under the GST Laws, and such transfer of input tax credit is, subject to the reconciliation of input tax credit between the balance of the input tax credit in the books of accounts of the Seller and the balance of input tax credit appearing in the Electronic Credit Ledger on the GSTN Portal and the confirmation by the Seller that the input tax credit being transferred is eligible input tax credit as per Section 16 of the CGST Act read with Section 17 of the CGST Act and Rule 36 of the Central Goods and Services Tax Rules, 2017, and all such Unutilized GST Input Tax Credits shall be treated as available to the credit of the Purchaser. The Seller shall ensure as a Post-Closing Condition that such reconciliation shall be completed within 30 (thirty) days from the Closing Date. The Purchaser shall accordingly be entitled to set off all such Unutilized GST Input Tax Credits receivable by the Purchaser in the relevant state(s).

(b) The Seller and the Partners shall take all necessary steps to complete the documentation and procedures required to effect the transfer of the Unutilized GST Input Tax Credits pertaining to the Business as a Post-Closing Condition. The Purchaser shall furnish all requisite details and documents to the Seller to facilitate such transfer.

13.7. **Intellectual Property**

(a) The Seller, the Partners and the Purchaser shall, on the Closing Date, execute the IP Assignment Deed and any other documents as may be agreed between the Seller and the Purchaser to effectuate the transfer of the Intellectual Property in favour of the Purchaser. The Seller and the Partners shall co-operate and provide reasonable assistance to the Purchaser for registration of the Intellectual Property in the name of the Purchaser, in accordance with the IP Assignment Deed.

(b) To the extent that full legal title to any Intellectual Property is not transferred to the Purchaser on the Closing Date, the Seller and/or the Partners shall hold such Intellectual Property in trust for the exclusive benefit of the Purchaser and as a Post-Closing Condition shall ensure that such Intellectual Property is transferred to the Purchaser at the earliest. The Seller and/or the Partners shall hereby agree that until the actual transfer of the Intellectual Property that is not Transferred to the Purchaser on the Closing Date, the Seller and/or the Partners hereby grant to the Purchaser an irrevocable, unrestricted, exclusive, paid-up license to all such Intellectual Property to use and exploit the Intellectual Property in any manner as it deems fit, including without limitation, to make, have made, use, sell, offer for sale and import, reproduce, perform, display, distribute, provide or offer to provide any products or services manufactured or provided by the Purchaser as of the Closing Date and to conduct the Business.

(c) Post the Closing Date, and until the transfer of the Intellectual Property to the Purchaser, the Seller and/or the Partners shall as a Post-Closing Condition ensure that the Purchaser and any Representative of the Purchaser, shall have the right to use the Intellectual Property in such manner and on such terms as the Purchaser may in its sole discretion deem fit and the Seller and/or the Partners shall undertake all actions as may be necessary to give effect to, permit and enable such usage.

(d) It is clarified that, on and from the Closing Date:

(i) the Purchaser shall be deemed to be the sole and absolute owner of all existing inventory and to use existing data, information, services, software, documents, products or goods created as well as knowhow and methodologies related thereto, packaging, labelling, containers, supplies, advertising or marketing materials, technical data sheets, letterheads and any similar materials bearing any Intellectual Property; and

(ii) other than as specifically provided in this Clause 13.7 and/or the IP Assignment Deed, the Seller and/or the Partners shall not be entitled to use any such aforesaid inventory or material and shall cease to use the Intellectual Property, including in advertising or marketing materials.

(e) The Seller and/or the Partners agree that on and from the Closing Date, the Purchaser shall be entitled to use all existing inventory forming part of the Undertaking Assets, including data, information, services, software, documents, products or goods created as well as knowhow and methodologies related thereto, packaging, labelling, containers, supplies, advertising or marketing materials, technical data sheets, letterheads and any similar materials bearing any Intellectual Property, without being required to:

(i) change any such marks or names or trade names and trademarks on goods in the hands of dealers, agents, distributors and customers;

(ii) change any such marks or names or trade names and trademarks on their internal records or bookings which have been made prior to the Closing Date; or

(iii) apply for change of any existing permit, license, approval or authorization granted by, or any past filing or registration made with, any Governmental Authorities, other than as provided in this Agreement.

(f) The Partners hereby irrevocably, unconditionally, and absolutely assign, transfer, and convey unto the Purchaser, in perpetuity, and for the entire world, all of their respective rights, title, benefit and interests (whether vested, contingent or future) in, to, and arising out of, or in connection with, the Intellectual Property in the device, artwork, and/or logo associated with 'Multilink' that may have been developed by such Partner ("**Artwork**"), free and clear of Encumbrances, together with ancillary rights and all concerned derivatives thereto, if any, connected with and symbolised by the Artwork, all statutory and common law rights attaching thereto, including the right to sue for and retain any damages, interest, profits and costs in respect of any past, present or future infringements and torts, including passing off.

(g) The Seller and/or the Partners acknowledge that upon transfer of the Intellectual Property to the Purchaser, the Purchaser shall be entitled to use the Intellectual Property in any manner and make any modifications / changes, it deems appropriate in its sole discretion, including amending the registrations of the Intellectual Property, and the Seller and/or the Partners undertake that they shall not make any objection, or in any manner prejudice, such modifications / changes, provided such modifications / changes do not violate any Intellectual Property.

(h) Notwithstanding anything to the contrary contained in this Agreement, the Transfer of Intellectual Property to the Purchaser pursuant to this Agreement shall be subject to: (i) the continued right of AMPL to use 'Multilink' in its corporate name, in the manner it is being used as of and prior to the Closing Date; and (ii) the continued right of the Seller to use 'Multilink' in its corporate name, subject to Clause 4.7 of this Agreement.

(i) The Purchaser hereby grants (and shall procure that it continues to grant), or shall be deemed to have granted: (i) to the Seller (subject to and only to extent as specifically set out in Clause 4.7 of this Agreement) a non-exclusive, royalty-free, paid-up and irrevocable license to use such Intellectual Property for the purposes set out in this Clause 13.7; and (ii) to the AMPL, a non-exclusive, royalty-free, unrestricted, perpetual, paid-up and irrevocable license to use such Intellectual Property for the purposes set out in this Clause 13.7.

(j) The Purchaser undertakes that it shall not, and shall procure that its Affiliates and representatives shall not, take any action to restrain, restrict or otherwise interfere with the continued use of Intellectual Property by the Seller (subject to and only to extent as specifically set out in Clause 4.7 of this Agreement) and AMPL, in accordance with this Agreement.

(k) Without prejudice to the right of Seller and AMPL as set out above, on and from the date which is 30 (Thirty) days from the date of the release of the Adjusted Holdback Amount in accordance with Clause 4.7 of this Agreement, the Seller undertakes that it shall not, and shall procure that its Affiliates shall not, use the name 'Multilink' in its corporate name or in any other manner.

13.8. **Transactions with AMPL**

The Purchaser hereby agrees that, from and after the Closing Date, it shall continue to undertake and honour all transactions with AMPL that are being carried out by the Seller as of, or immediately prior to, the Closing Date, for a minimum period of 6 (six) months following the release of the Adjusted Holdback Amount in accordance with Clause 4.5 of this Agreement. Such transactions shall be continued on terms and conditions that are no less favorable than those applicable to such transactions immediately prior to the Closing Date, subject to Applicable Law and being undertaken on an arm's length basis.

14. COVENANTS

14.1. **Confidentiality**

(a) All Confidential Information disclosed by a Party or its Representatives ("**Disclosing Party**") at any time to the other Party or its Representatives ("**Receiving Party**"), whether before or after the Execution Date, shall be kept confidential by such Party and shall be used solely for the purpose of evaluating and consummating the Transaction and for the operations of the Business. The Receiving Party shall not, without the prior written consent of the Disclosing Party (x) divulge the Confidential Information to any Person who is not a party to this Agreement; (y) make or issue any disclosure or public announcement; or (z) use the Confidential Information other than for carrying out the purposes of this Agreement except:

(i) to the extent that such Confidential Information is in the public domain other than as a result of any direct or indirect breach of any of the Transaction Documents by the Parties, their respective Affiliates or their respective Representatives;

(ii) to the extent that such Confidential Information is required to be disclosed by any specific Applicable Law or any Governmental Authority to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply (*provided that*, such disclosure shall be made after due consultation and discussions with the other Party);

(iii) in so far as it is disclosed to its Affiliates or in case of the Purchaser, the Purchaser's shareholders, the Purchaser's Representatives or its Affiliates' Representatives or financiers, on a need to know basis, *provided that*, such Party shall procure that such Persons treat such Confidential Information as confidential;

(iv) to the extent any such Confidential Information is acquired by the Receiving Party from a third party source other than the Disclosing Party, *provided that*, such third-party source is not in breach of its obligations and was not prohibited from disclosing such Confidential Information, in each case, under any legal, fiduciary or contractual obligation; or

(v) to the extent that any of such Confidential Information was previously known or already in the lawful possession of the Receiving Party, prior to disclosure by the Disclosing Party.

(b) In all cases where disclosure is made pursuant to Clause 14.1(a)(ii) (*Confidentiality*), the Receiving Party making the disclosure shall, to the extent permitted under Applicable Law and practicable, provide a prior written notice to the Disclosing Party.

14.2. **Taxes**

(a) The Seller and the Partners shall, jointly and severally, be liable to pay and bear all Tax liabilities pertaining to the Undertaking for the period prior to the Closing Date (irrespective of when the same become due and payable), and shall also be entitled to all Tax refunds (other than GST which has been taken into account for the purposes of calculation of the Working Capital) relating to the period prior to the Closing Date, which has not been taken into account for the purposes of calculation of the Working Capital (irrespective of when the same become due and payable). Any Tax payment under the IT Act arising in connection with the Transaction contemplated under this Agreement on the Seller or any Taxes on account of the Transaction recoverable or payable by the Purchaser under section 313 of the IT Act shall be borne and discharged solely by the Seller and the Partners, jointly and severally. The Purchaser shall be entitled to all Tax refunds relating to the period on or after the Closing Date.

(b) The Seller and the Partners shall prepare any Tax returns relating to the Undertaking for any Tax period ending on or before the Closing Date that are due but have not been filed by the Closing Date, and the Seller and the Partners shall, jointly and severally, pay all Taxes owed under such Tax returns. The Parties shall reasonably cooperate with each other and share such information as may be reasonably required for the preparation of such Tax returns and other compliances as required under the Tax laws that may be requested by either the Partners or the Purchaser.

(c) In the event any Tax demand arises due to any proceedings pending against the Seller or the Partners, the Seller and the Partners represent and undertake that they have and shall at all times have adequate assets to discharge any and all such Taxes and/or Tax dues (whether pending or arising out of such proceedings). Any Tax liability that devolves upon the Purchaser due to the conduct of the Seller or the Partners shall be recoverable from the Seller and/or the Partners.

(d) The Seller and the Partners shall provide all assistance to the Purchaser in making applications to the relevant Governmental Authorities and shall provide all other necessary support for the issuance of new Tax-related authorisations to the Purchaser. The Seller and the Partners shall promptly furnish, or cause to be furnished, to the Purchaser, upon request, such information and assistance relating to the Seller and/or the Undertaking solely in respect of the period up to the Closing Date as may be necessary for the Purchaser in connection with the filing of Tax returns, making any decisions in relation to Taxes, and in the preparation for any audit, assessment, appeal, or other proceedings by any Tax authority, appellate authority, or court, as well as for the prosecution or defence of any related claim, suit, or proceeding. The Seller and the Partners shall also cooperate with the Purchaser in the conduct of any such audit, assessment, appeal, or proceeding, and in respect of any correspondence to or from any Tax authority or any other relevant Governmental Authority.

14.3. **Access to Records**

On or after the Closing Date, if there are any records or documents, which are not transferred as part of the Undertaking but which pertain to the or may be considered relevant to the Undertaking, the Seller and the Partners shall preserve such records, for a period of 12 (twelve) months from the Closing Date. The Seller shall provide the Purchaser access to such Records maintained by the Seller in relation to the Undertaking, solely to the extent reasonably necessary for the operation of the Business, for a period of 12 (twelve) months following the Closing Date.

14.4. **Wrong Pocket**

This Clause shall apply if: (i) any right, title or interest in any Business Asset or part of the Undertaking continues to be held by the Seller and/or the Partners after the Post-Closing Date; (ii) following the Post-Closing Date, the Seller and/or the Partners discover in their possession, any tangible or intangible Assets, rights, interests or documents, which pursuant to this

Agreement are or should have been included in the Business Assets or the Undertaking, but which were inadvertently excluded (collectively, the "**Retained Assets**"), and/or (iii) any Excluded Asset or Excluded Liability is held by the Purchaser after the Post-Closing Date:

(a) If at any time after the Post-Closing Date, any Retained Asset is held by the Seller and/or the Partners:

(i) the Seller and the Partners shall transfer as soon as practicable thereafter, (but no later than 30 (thirty) days from the date of such intimation) such right, title or interest in the relevant Retained Asset to the Purchaser for no additional consideration with effect from the Closing Date and with effect deemed from the Closing Date; *provided that*, the Partners shall, within 2 (two) Business Days of discovery, notify the Purchaser in writing of such Retained Asset and furnish complete particulars thereof;

(ii) the Seller and the Partners shall do all such further reasonable acts and things and shall execute such documents as may be reasonably necessary to effect validly the transfer and vest the particular Retained Asset in the Purchaser;

(iii) the Seller and the Partners shall hold the Retained Asset, or relevant interest in the Retained Asset, in trust, until such time as the transfer is validly effected to vest the Retained Asset or relevant interest in the Retained Asset in the Purchaser and shall: (A) segregate any such Retained Asset and related proceeds; (B) not create, incur or permit any Encumbrance thereon, and (C) not exercise any rights of ownership or disposal except as expressly directed by the Purchaser;

(iv) if at any time after the Closing Date, the Seller and/or the Partners receive any cash or cash equivalent with respect to any receivable, deposit, advance or the like, in relation to the Undertaking, pertaining to the period prior to the Closing Date and forming part of the Business Asset, the Seller and the Partners shall promptly and without any demur transfer the same to the Purchaser for no additional consideration. Pending such transfer, the Seller and the Partners shall hold the same in trust for the benefit of the Purchaser in a separate bank account designated for this purpose.

(b) If at any time after the Closing Date any Excluded Asset or Excluded Liability is held by the Purchaser, then the provisions of sub-clause 14.4(a) above shall apply *mutatis mutandis* in relation to the transfer of the Excluded Asset or discharge of the Excluded Liability from the Purchaser in favour of the Seller, at the Seller's sole cost and expense.

(c) If at any time after the Closing Date, the Purchaser receives any cash or cash equivalent with respect to any receivable, deposit, advance or the like, pertaining to the Excluded Assets and not forming part of the Business Assets, the Purchaser shall promptly and without any demur transfer the same to the Seller for no additional consideration. Pending such transfer, the Purchaser shall hold the same in trust for the benefit of the Seller.

(d) All costs, including stamp duty, registration tax and other similar Taxes incurred as a result of implementing the provisions of this Clause 14.4 (*Wrong Pocket*) shall be borne by the Seller.

(e) For the avoidance of doubt, it is hereby clarified that the transfer of any Retained Assets by the Seller and/or the Partners shall form part of the transfer of the Undertaking as per the terms of this Agreement and no separate consideration shall be payable by the Purchaser in relation to such transfer and the Seller and/or the Partners shall not assert any right, title, lien or claim in respect thereof following such transfer.

14.5. **Lease Agreement for the Freehold Land and relevant Immovable Assets**

(a) As a Condition Precedent, the Seller shall execute and enter into the Lease Agreements in favour of the Purchaser, pursuant to which the Seller shall lease the Freehold Land together with the buildings and plants situated thereupon, pertaining to the Business to the Purchaser with effect from the Closing Date, on the terms and conditions set out therein.

(b) The Seller and the Partners hereby represent and warrant that no consent, approval or no-objection certificate from any third party or Governmental Authority is required under Applicable Law or any contractual arrangement for the execution and performance of the Lease Agreements (other than as set out in this Agreement).

(c) With effect from the Closing Date, the Parties agree that the Purchaser will be entitled to non-exclusive possession, use and occupation of the Freehold Land and the buildings and plants situated thereupon, pertaining to the Business in accordance with the terms of the Lease Agreements, without interruption by the Seller, the Partners and/or any third party, and the Seller or the Partners shall not take any action that would adversely affect such possession or use. The Seller and the Partners shall provide all reasonable cooperation, documents and assistance as may be required to give effect to the Lease Agreements, including for their registration, if applicable.

(d) In the event that the said Lease Agreements are not executed prior to the Closing Date, then, with the prior written consent of the Purchaser, the Seller and the Partners shall continue to make best efforts to procure the same as expeditiously as possible and, in any event, within such period as may be mutually agreed between the Parties. The Parties agree that, with effect from the Closing Date, the Purchaser shall be entitled to non-exclusive beneficial use and enjoyment of the Freehold Land and the buildings and plants situated thereupon, pertaining to the Business, on the terms and conditions set out in the Lease Agreements and subject to Applicable Law.

(e) Notwithstanding anything to the contrary, the Seller and the Partners shall be entitled to, post the Closing Date, create Encumbrances on the Freehold Land for the purposes of securing any loans, with the prior written consent of the Purchaser (which consent shall not be unreasonably withheld), and the Purchaser shall execute all such documents and provide all such assistance as may be required for the purposes of creation of such Encumbrance.

14.6. **Further Action**

Subject to the other express provisions of this Agreement, the Parties shall reasonably cooperate with each other and with their respective Representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and the Parties agree: (i) to furnish, or cause to be furnished, upon request such further information to each other; (ii) to execute and deliver, or cause to be executed and delivered, such other documents to each other; and (iii) to do, or cause to be done, such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

15. TERMINATION

15.1. This Agreement shall come into force on the Execution Date (except as otherwise set out in the Agreement) and shall continue to be in force unless otherwise terminated in accordance with Clause 15.2, Clause 15.3, Clause 15.4 or Clause 15.5.

15.2. This Agreement may be terminated at any time prior to the Closing Date with the mutual written agreement of the Partners and the Purchaser.

15.3. Without prejudice and subject to the provisions of Clause 15.6(a) below, this Agreement shall automatically terminate pursuant to Clause 5.4, if the Closing does not occur by or before the Long Stop Date, unless otherwise agreed between the Seller and the Purchaser.

15.4. Subject to Clause 15.2 above and Clause 15.5 below, no Party shall be entitled in any circumstances to rescind or terminate this Agreement after the Execution Date, *provided that*, the Purchaser shall have the right to terminate this Agreement upon occurrence of any of the events set out below:

(a) if the Seller and/or the Partners initiate or become subject to any dissolution or liquidation or reorganization or similar proceedings under any applicable bankruptcy or insolvency law, and the same is not stayed or vacated or quashed, within a period of 45 (forty-five) from the date of initiation thereof, or has a trustee, receiver, liquidator, custodian or other similar official appointed in respect of all or any material part of its properties or assets;

(b) by or under the Order of any Governmental Authority, (i) the Seller's and/or any Partner's authority to conduct the Business is wholly or partially suspended, restricted, or curtailed; or (ii) the whole or any material part of the Seller's revenues or Business Assets or any Freehold Land or the buildings and plants situated thereupon, pertaining to the Business is seized, nationalized, expropriated or compulsorily acquired, and the same is not stayed or vacated or quashed, within a period of 45 (forty five) from the date of the Order;

(c) occurrence of Material Adverse Effect, or occurrence of any event which is likely to result in a Material Adverse Effect, *provided that*, upon occurrence of such Material Adverse Effect or becoming aware of the likelihood of occurrence of such Material Adverse Effect, the Seller and the Partners shall promptly notify the Purchaser in writing and the Parties shall cooperate in good faith to cure such Material Adverse Effect in order to protect and give effect to the commercial intent of the Parties under this Agreement. Such Material Adverse Effect shall only constitute an event of termination under this Clause 15.4 if the Seller and the Partners, with reasonable cooperation from the Purchaser are unable to rectify the impact of such event on the Business within 45 (forty five) days from the occurrence of such event; or

(d) any fraud or wilful misconduct on the part of the Seller or the Partners with respect to the Transaction or the Business.

15.5. The Seller shall have the right to terminate this Agreement if the BTA Consideration is not deposited by the Purchaser in the Escrow Account in accordance with the terms of this Agreement and the Escrow Agreement.

15.6. **Consequences of Termination**

(a) Upon termination of this Agreement, the Seller shall, without any demur, deduction, set-off or counterclaim, refund to the Purchaser the full amount of the Advance Consideration received by the Seller pursuant to this Agreement (through the Escrow Account). Such refund shall be made to the Purchaser Bank Account immediately upon termination and, in any event, no later than 30 (thirty) days from the date of termination.

(b) If this Agreement is terminated pursuant to Clause 15.5 above, the Purchaser shall not, whether directly or indirectly (including through Affiliates), engage in any Non-Compete Business with the Customers and Vendors; *provided that*, such Customers and/or Vendors are not already engaged by the Purchaser and/or its Affiliates as on the Execution Date. It is hereby clarified that the provisions of this Clause 15.6(b) shall not be applicable in case of termination of this Agreement pursuant to any other provisions of this Clause 15, other than Clause 15.5.

(c) Upon termination of this Agreement, the Parties shall be relieved and discharged from all obligations, liabilities or claims under this Agreement, except for rights and liabilities accrued under this Agreement prior to the termination thereof or which expressly survive termination of this Agreement pursuant to Clause 17.6 (*Survival*).

(d) Each Party's right of termination under this Clause 15 (*Termination*), shall be without prejudice to any other rights it may have under this Agreement or under Applicable Laws. The exercise of such right of termination will not constitute as an election of remedies.

(e) In the event of termination of this Agreement by either Party in accordance with this Clause 15 (*Termination*), such Party shall, in addition to the rights and remedies that it may have under Applicable Law or in equity or otherwise, be entitled to the rights and remedies available to the it under the Transaction Documents to the extent expressly provided therein and subject to the terms, conditions and limitations contained in such Transaction Documents.

(f) The Purchaser shall be required to return and destroy all information, documents, material, communications and other Records, that are with the Purchaser, in connection with the transactions contemplated under this Agreement, and provide declaration to this effect to the Seller and the Partners, within a period of 2 (two) Business Days from the date of termination.

16. NON-COMPETE AND NON-SOLICITATION

16.1. Subject to the terms and conditions of this Agreement, in lieu of the sale of the Undertaking and the associated goodwill attached to the Undertaking, the Seller and the Partners agree that they shall not, for a period commencing on and from the Closing Date until the expiry of 7 (seven) years from the Closing Date ("**Non-Compete Period**"), directly or indirectly, individually or collectively with other Persons, on their own account or in conjunction with, through or on behalf of any third party (including any Affiliates, agents, intermediaries, representatives, joint ventures or alliances):

(a) commence, establish, operate, engage in or carry on any Non-Compete Business (or any part thereof);

(b) invest in, participate in, acquire or hold any interest in, or be engaged with, whether financially, in a managerial capacity or otherwise (as a director, employee, proprietor, investor shareholder, partner consultant, or otherwise), or as a lender, with any Person that is engaged (directly or indirectly) in any Non-Compete Business (or any part thereof);

(c) develop, promote, market, sell or enter into any agreement or arrangement to develop, promote, market or sell any products or services that compete with the products or services offered as part of the Business of the Seller (or any part thereof);

(d) enter into any strategic or operational alliances, joint ventures, partnerships, tie-up, collaboration, co-branding arrangements or other arrangements or understandings with any Person in connection with any Non-Compete Business; or

(e) directly or indirectly, whether as principal or agent, or otherwise, own, establish, develop, manage, operate, promote, finance, support or otherwise be involved in any Non-Compete Business (or any part thereof).

Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Clause 16 shall restrict, limit or otherwise prohibit: (i) the Partners, to the extent acting directly or indirectly through, for the benefit of, on behalf of, or in connection with AMPL: (A) from carrying on, operating, investing in, promoting, engaging in, supporting, or otherwise being involved in any business or activity of any nature whatsoever, provided that, such operations, investments, engagement, business, etc. does not overlap (either in part or full) with the with any products of the Business manufactured or proposed to be manufactured in the 12 (twelve) months following the Execution Date; and (B) vendors, distributors, suppliers, service providers, contractors or customers of, or engaged by AMPL; and (ii) any investments (existing as on the Execution Date or as may be made by the Seller and/or the Partners anytime thereafter) in any of the Specified Affiliated Entities, *provided that*, the business of such Specified Affiliated Entities does not overlap (either in part or full) with the Business.

16.2. The Seller and the Partners undertake, severally, that during the Non-Compete Period, they shall not whether directly or indirectly, individually or collectively with other Persons, on its own account or in conjunction with, through or on behalf of any third party:

(a) solicit any employee (including the Identified Employees), consultant, workman, advisor, or any management or technical personnel who is employed by the Seller in any capacity as on the Execution Date or anything during 24 (twenty four) months from the date of such purported solicitation;

(b) approach, canvas, poach or solicit, or attempt to approach, canvas, poach or solicit the business or customers of the Seller and/or the Business.

Notwithstanding anything to the contrary contained in this Agreement, nothing contained in Clause 16.2(a) above shall be applicable in relation to any of the Excluded Employees.

16.3. Notwithstanding anything contained in this Agreement, the restrictions, limitations and conditions contained in this Clause 16 shall not apply to the Seller and the Partners with respect to: (a) any investment made or proposed to be made in any entity which is not engaged in a Non-Compete Business; (b) any passive financial investment of up to 5% (five percent) (collectively, and whether directly or indirectly) on a fully diluted basis, in the securities of an entity which engages in a Non-Compete Business, provided that, the Seller and/or the Partners shall only hold rights typical to a pure financial investor and shall not have any special rights, governance rights or any management related rights in such entity, including but not limited to an affirmative right, any board seat or board nomination, any ability to control decision making or appointment of managerial personnel; and (c) investment in mutual funds, alternative investment funds, collective investment schemes and/ or portfolio management services/ schemes, etc.

16.4. The Parties agree that the covenants of non-compete and non-solicit contained in this Clause 16 (*Non-Compete and Non-Solicitation*) are reasonable in scope, duration and nature and are necessary to protect the legitimate business interests of the Seller, the Purchaser and the Business of the Seller, including the goodwill, customer relationships, proprietary information, and trade secrets acquired as part of the Undertaking and shall survive completion of this Agreement.

16.5. It is expressly agreed that these covenants are a condition precedent to the Purchaser's willingness to enter into this Agreement and the other Transaction Documents. The Parties further agree and acknowledge that any breach of this Clause 16 (*Non-Compete and Non-Solicitation*) by any Party shall cause irreparable harm and damage to the Purchaser, for which monetary damages alone may be inadequate. Accordingly, in the event of such breach, the Purchaser shall be entitled to seek injunctive relief or specific performance, in addition to any other legal or equitable remedies available under Applicable Law.

16.6. The Seller and the Partners agree that the covenants of the non-compete and non-solicit contained in this Clause 16 (*Non-Compete and Non-Solicitation*) are reasonable restrictions, which are necessary to protect the proprietary interests of the Purchaser and the Seller as well as the Non-Compete Business and shall survive any termination or completion of this Agreement.

16.7. The Partners confirm that the prohibitions and restrictions contained in this Clause 16 (*Non-Compete and Non-Solicitation*):

(a) will be read and construed, and will have effect as a separate, severable and independent prohibition or restriction and will be enforceable accordingly; and

(b) do not constitute a restraint of trade within the meaning of Section 27 of the Indian Contract Act, 1872 and are not anti-competitive.

16.8. If any restriction set out under the foregoing Clauses is held to be void, unenforceable or otherwise invalid under Applicable Law, but would be valid and enforceable, if some part thereof was deleted or if its scope, duration or geographic limitation were limited, then the above restriction shall apply with such modifications as are necessary to render it valid and enforceable. Notwithstanding anything to the contrary, the Parties undertake to, at all times, observe and be bound by the spirit of this Clause 16 (*Non-Compete and Non-Solicitation*).

17. MISCELLANEOUS

17.1. **Relationship of Parties**

The Parties are independent contractors. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any liability on behalf of, or to otherwise bind, the other Party, except as specifically provided by this Agreement. Nothing in this Agreement, nor in any Transaction Document, shall be interpreted or construed to create a partnership or association of persons or joint venture between the Parties nor, unless expressly provided otherwise, constitute any Party as the agent, employee or representative of any of the other Party for any purpose.

17.2. **Governing Law, Jurisdiction and Dispute Resolution**

(a) **Governing Law**: This Agreement shall be governed by, and construed in accordance with, the laws of India.

(b) **Jurisdiction**: Subject to this Clause 17.2 (*Governing Law, Jurisdiction and Dispute Resolution*), the courts in Bengaluru, Karnataka, India shall have exclusive jurisdiction in respect of any Dispute between the Parties.

(c) In the event of any controversy, conflict, Claim, or dispute arising out of, relating to, or in connection with, this Agreement or the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof ("**Dispute**"), the Parties shall use reasonable efforts to first resolve such Dispute through discussions within 30 (thirty) Business Days of the intimation of such Dispute. The Parties agree that if the Dispute cannot be resolved by mutual consent, the Dispute shall be referred to arbitration, in accordance with the provisions of this Clause 17.2 (*Governing law, Jurisdiction and Dispute Resolution*).

(d) For the purposes of this Clause, the Seller and the Partners shall be deemed to constitute a single party on one side, and the Purchaser shall constitute the other party. Accordingly, all references to "**Party**" or "**Parties**" in this Clause shall, for the purposes of constitution of the arbitral tribunal, issuance of notices, and all procedural or substantive steps in the arbitration, be construed on such basis. The Seller and the Partners shall act jointly in appointing an arbitrator and in filing any pleadings, defences, or responses, and any award rendered against the Seller and/or the Partners shall be binding on all of them jointly and severally.

(e) If the Dispute is not settled by mutual discussions within 30 (thirty) Business Days, it shall be referred to arbitration shall be resolved in accordance with the Mumbai Centre for International Arbitration Rules, 2025 ("**MCIA Rules**"). The seat and venue of arbitration shall be Bengaluru, Karnataka. The language to be used in arbitration shall be English.

(f) For the purpose of such arbitration, the arbitration proceedings shall be conducted by a panel of 3 (three) arbitrators, where one arbitrator shall be appointed by the claimant, the second arbitrator by the respondent, and the third arbitrator shall be mutually appointed by the two arbitrators so appointed, who shall be the presiding arbitrator. Where the Seller and the Partners are respondents, they shall be required to make a joint nomination of their arbitrator.

(g) The costs, expenses, fees, disbursements, and any other charges incurred by counsel in relation to the arbitration proceedings shall be borne by the Parties themselves, except as may be otherwise determined by the arbitrator.

(h) Each Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.

(i) The award of the arbitrator shall be final and binding on the Parties and shall be enforceable jointly and severally against the Seller and the Partners, as if rendered against them collectively.

(j) The Parties agree and undertake to abide by the confidentiality provisions of the MCIA Rules.

(k) Notwithstanding the existence of any Dispute between the Parties which is referred to resolution under this Clause 17.2 (*Governing Law, Jurisdiction and Dispute Resolution*), the Parties shall, during the pendency of the resolution, continue to fulfil their obligations and exercise their rights under this Agreement which are not the subject matter of the resolution.

17.3. **Costs and Expenses**

(a) Each Party shall bear its own legal and other professional costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement.

(b) Stamp duty, registration tax and any similar levies in connection with the execution of this Agreement and the consummation of the Transaction, shall be borne by the Purchaser.

(c) All costs, charges, expenses (including legal fees and court fees, if any) incurred in relation to the transfer of the Undertaking to the Purchaser, shall be borne by the Purchaser.

17.4. **Notices**

All notices, demands, or other communication required or permitted to be given or made under this Agreement shall be in writing and by letter, or email (save as otherwise stated) in the English language and shall be deemed to be duly given or made, (a) in the case of personal delivery, at the time that its receipt is signed for, whether or not the person signing for such receipt has authority to do so; and (b) in case of email transmission, at the time the e-mail is sent, provided, no notification is received by the sender that the e-mail is undeliverable:

(a) In the case of notices to the Seller:

Attn: Mr. Hampapur Gopal Vasuki
Address: 604 3rd stage 1st block Basaveshwarangar Bengaluru 560079
Email: vasukihg@gmail.com

(b) In the case of notices to the Purchaser:

Attn: Mr. Nitin Kalani
Address: Gut No. 101, Village Farola, Taluka Paithan, Paithan Road, Aurangabad, Bidkingaon, Aurangabad, Paithan, Maharashtra, India, 431105
Email: Nitin.kalani@dhoottransmission.com

(c) In case of notices to Mr. Hampapur Gopal Vasuki:

Attn: Mr. Hampapur Gopal Vasuki
Address: 604 3rd stage 1st block Basaveshwarangar Bengaluru 560079
Email: vasukihg@gmail.com

(d) In case of notices to Mrs. Mangala Begar Mahadevarao:

Attn: Mrs. Mangala Begar Mahadevarao
Address: #862, 4th Cross, 5th Main,Mc Layout, Vijaynagar, Bangalore 560040
Email: bhaskar@macurex.co.in

(e) In case of notices to Mr. Manoj Vasuki:

Attn: Mr. Manoj Vasuki
Address: #604, 3rd Stage,1st Block, Basaveshwarnagar, Bangalore-560 079
Email: manojvasuki@multilinkindia.co.in

(f) In case of notices to Mr. Shashank Gopal Vasuki:

Attn: Mr. Shashank Gopal Vasuki
Address: #604, 3rd Stage,1st Block, Basaveshwarnagar, Bangalore-560 079
Email: shashankvasuki@multilinkindia.co.in

(g) In case of notices to Mr. Hampapur Narayan Kaushik:

Attn: Mr. Hampapur Narayan Kaushik
Address: #862, 4th Cross, 5th Main, Mc Layout, Vijaynagar, Bangalore 560040

Email: kaushiknarayan@multilinkindia.co.in

In case of delivery of notices to any of the Seller, Partners or Key Operational Personnel, a copy thereof shall also be delivered to Mr. Manoj Vasuki at the notice details set out above. Any Party may, from time to time, change or supplement the notice details given above, or designate additional notice details, for the purposes of this Clause 17.4 (*Notices*), by giving the other Parties prior written notice with alternate details in accordance with this Clause 17.4 (*Notices*).

17.5. **No Assignment**

Neither the Seller nor the Partners shall assign or transfer any of their rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Purchaser. The Purchaser shall not assign or transfer any of their rights or obligations under this Agreement, whether in whole or in part, without the prior written consent of the Seller.

17.6. **Survival**

The expiry or termination of this Agreement for any cause whatsoever shall not relieve any Party hereto of any liability, which at the time of expiry or termination has already accrued to the other Party hereto, or which may, thereafter, accrue in respect of any act or omission prior to such expiry or termination.

The provisions of Clause 1 (*Definitions and Interpretation*) (to the extent applicable), Clause 14.1 (*Confidentiality*), Clause 15 (*Termination*), Clause 17.2 (*Governing Law, Jurisdiction and Dispute Resolution*), Clause 17.4 (*Notices*), this Clause 17.6 (*Survival*), Clause 17.8 (*Severability*), Clause 17.9 (*Entire Agreement*), Clause 17.12 (*Public Announcements*) and such other Clauses which by their nature are to survive termination shall survive the termination or expiry of this Agreement.

17.7. **Waiver**

(a) No failure or delay or partial exercise on the part of any Party in exercising any right, power, privilege, or remedy, under this Agreement shall impair such right, power, privilege, or remedy, or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any such right, power, privilege, or remedy shall preclude any other or further exercise of it or the exercise of any other right, power, privilege, or remedy.

(b) Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

(c) No waiver of any such right, power or privilege shall be effective unless given in writing and signed by the Party against whom such waiver is to be effective.

(d) No waiver by any Party of any of its rights, powers or privileges with respect to any other Party or with respect to any matter or default arising in connection with this Agreement shall be construed as a waiver of any subsequent right, matter or default whether of a like kind or different nature.

(e) No waiver of any nature shall be deemed or considered as a further or continuing waiver of any provision of this Agreement.

17.8. **Severability**

If any provision of this Agreement is, or becomes, or is declared by a court of competent jurisdiction, to be invalid, unenforceable or illegal, in whole or in part, then: (i) such invalidity, illegality or unenforceability shall not affect any other part of this Agreement; and (ii) the Parties shall negotiate in good faith, to agree on new provisions to substitute such provisions, which new provisions shall, as nearly as practicable, leave the Parties in the same position to that which prevailed prior to such invalidity, illegality or unenforceability.

17.9. **Entire Agreement**

This Agreement together with the Transaction Documents constitute the entire agreement among the Parties with respect to the transaction contemplated herein and terminates and supersedes all existing agreements between the Parties. Each Party shall exercise all their respective rights and do all such things as may be necessary to give full effect to, and ensure compliance with, the provisions of this Agreement.

17.10. **Counterparts and Translation**

This Agreement may be executed in several counterparts, in English, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

17.11. **Amendment**.

This Agreement may not be amended, modified or supplemented, except by a written instrument executed by the Seller, the Purchaser and the Partners.

17.12. **Public Announcements**

No Party ("**Announcing Party**") shall issue any press release or make any public statement or other communication about the matters in this Agreement or the Transaction Documents, unless it obtains the prior written consent of: (i) the Purchaser, in case the Announcing Party is the Seller or the Partners or the Key Operational Personnel, or (ii) the Seller, in case the Announcing Party is the Purchaser. The foregoing restriction shall not apply where any such disclosure is required under Applicable Law, *provided that*, the Announcing Party shall, to the extent legally permissible, notify the Purchaser or Seller (as the case maybe) in advance of such disclosure. Such notice shall be given sufficiently in advance so as to afford the Purchaser or Seller (as the case maybe) a reasonable opportunity to seek injunctive or other appropriate relief from a court of competent jurisdiction. Notwithstanding anything to the contrary contained herein, in no event shall any Party disclose the deal value or consideration payable under this Agreement in any press release, public announcement or other communication.

17.13. **Successors**

The provisions of this Agreement shall enure to the benefit of and be binding on the Parties and their respective successors and heirs (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party).

17.14. **Absence of Third Party Rights**

No provision of this Agreement is intended, or will be interpreted, to provide any right to, or to be enforceable by, any Person who is not a party to this Agreement, and all provisions hereof will be personal and solely among the Parties.

17.15. **Specific Performance of Obligations**

Subject to Clause 11.2 of the Agreement, the Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. Subject to Clause 11.2 of this Agreement, these injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under Applicable Law or in equity, including a right for damages.

17.16. **Execution of documents by Partners**

Mrs. Mangala BM hereby appoints and authorises Mr. HG Vasuki to be her duly constituted attorney and authorised representative, to act for and on behalf of her under this Agreement and other Transaction Documents, and to execute any document, or exercise any right, action or waiver to be exercised by her under this Agreement and other Transaction Documents. Provided that, if Mrs. Mangala BM revokes or rescinds or alters the authority provided by Mrs. Mangala BM to Mr. HG Vasuki pursuant to this Clause 17.16, the Partners shall intimate the Purchaser of such revocation or rescindment or alteration in the authority.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed and delicnted, or caused for this Agreement fo be thily executed and dulivered, by their duly authorized representatives, as of the day, month and year first hereinabove written:

For and on behalf of

DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED

Name: Rahul Radhavallabh Dhoot
Designation: Director (DIN:00273337)

This signature page forms an integral part of the Business Transfer Agreement executed by and amongst Dhoot Automotive Systems Private Limited, M/S. Multitek, the Partners and the Key Operational Personnel.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered, or caused for this Agreement to be duly executed and delivered, by their duly authorized representatives, as of the day, month and year first hereinabove written:

For and on behalf of

M/S. MULTILINK

for MULTILINK

PARTNER

Name: Mr. Hampapur Gopal Vasuki

Designation: Partner

for MULTILINK

PARTNER

Name: Smt. Mangala Begar Mahadevarao

Designation: Partner

This signature page forms an integral part of the Business Transfer Agreement executed by and amongst Dhoot Automotive Systems Private Limited, M/S. Multilink, the Partners and the Key Operational Personnel.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered, or caused for this Agreement to be duly executed and delivered, by their duly authorized representatives, as of the day, month and year first hereinabove written:

Signed and delivered by

M.B.M.

SMT. MANGALA BEGAR MAHADEVARAO

This signature page forms an integral part of the Business Transfer Agreement executed by and amongst Dhoot Automotive Systems Private Limited, M/S. Multilink, the Partners and the Key Operational Personnel.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered, or caused for this Agreement to be duly executed and delivered, by their duly authorized representatives, as of the day, month and year first hereinabove written:

Signed and delivered by

____

SRI HAMPAPUR GOPAL VASUKI

This signature page forms an integral part of the Business Transfer Agreement executed by and amongst Dhoot Automotive Systems Private Limited, M/S. Multilink, the Partners and the Key Operational Personnel.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered, or caused for this Agreement to be duly executed and delivered, by their duly authorized representatives, as of the day, month and year first hereinabove written:

Signed and delivered by

____

SRI MANOJ VASUKI

This signature page forms an integral part of the Business Transfer Agreement executed by and amongst Dhoot Automotive Systems Private Limited, M/S. Multilink, the Partners and the Key Operational Personnel.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered, or caused for this Agreement to be duly executed and delivered, by their duly authorized representatives, as of the day, month and year first hereinabove written:

Signed and delivered by

SRI SHASHANK GOPAL VASUKI

This signature page forms an integral part of the Business Transfer Agreement executed by and amongst Dhoot Automotive Systems Private Limited, M/S. Multilink, the Partners and the Key Operational Personnel.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered, or caused for this Agreement to be duly executed and delivered, by their duly authorized representatives, as of the day, month and year first hereinabove written:

Signed and delivered by

____

SRI HAMPAPUR NARAYAN KAUSHIK

This signature page forms an integral part of the Business Transfer Agreement executed by and amongst Dhoot Automotive Systems Private Limited, M/S. Multilink, the Partners and the Key Operational Personnel.

SCHEDULE A-I

PARTNERS

Sr. No	Name	PAN
1.	Mr. Hampapur Gopal Vasuki	ABPPV7421A
2.	Mrs. Mangala Begar Mahadevarao	AARPM8092R

SCHEDULE A-II

KEY OPERATIONAL PERSONNEL

Sr. No	Name	PAN
1.	Mr. Manoj Vasuki	ANDPV4852D
2.	Mr. Shashank Gopal Vasuki	AJMPV4089P
3.	Mr. Hampapur Narayan Kaushik	AWZPK5720A

SCHEDULE B-I

SELLER WARRANTIES

PART I – FUNDAMENTAL WARRANTIES

The Seller and the Partners hereby jointly and severally represent and warrant to the Purchaser that, as on the Execution Date, the representations and warranties set forth below are true, correct, and not misleading, and will be true, correct, and not misleading as on the Closing Date, subject to the Disclosure in the Disclosure Letter/ Updated Disclosure Letter.

1. **AUTHORITY, CAPACITY, VALIDITY AND TITLE**.

1.1. **Power and Authority**. The Seller is duly constituted, registered and validly existing under the laws of India and has all requisite power and authority to own, lease, license and operate (as the case may be) its assets (including the Undertaking) and to conduct the Business as presently conducted. The Seller and the Partners have the requisite right, power, capacity and authority and have obtained all relevant authorizations and approvals required for them to enter into, deliver and perform their obligations under this Agreement and the Transaction Documents, and to consummate the transactions contemplated hereby and thereby.

1.2. **Legally Binding**. Execution of this Agreement will constitute valid and binding obligations of the Seller and the Partners and shall be enforceable against each of the Seller and the Partners in accordance with its terms.

1.3. **No Conflict**. The execution and delivery of this Agreement, the consummation of the Transaction by the Seller and/or the Partners, and the fulfilment of and compliance with the terms and conditions hereof, shall not result in: (a) a violation of the Partnership Deed of the Seller; (b) violation or breach of any documents binding on the Seller and/or the Partners; (d) any breach of Applicable Law; (d) violation of any Order, against, or binding upon the Seller, the Partners and/or the Undertaking; and (e) any Governmental Authority revoking, suspending, or modifying any License or Consents required for operation of the Business.

1.4. **Solvency**. Neither the Seller nor any of the Partners are subject to any proceedings pertaining to, or status of insolvency or bankruptcy under Applicable Laws. No Order has been passed, and, no proceedings have been filed, are pending, or have been threatened in writing, in relation to any compromise or arrangement with creditors, or any winding up, dissolution, bankruptcy or insolvency proceedings (voluntary or involuntary) concerning the Seller and/or any of the Partners, or for the appointment of a liquidator or provisional liquidator or receiver in respect of any of their assets. No event or circumstance has occurred or is existing, or is threatened, in writing, pursuant to which the Transaction may be deemed to be construed as fraudulent.

1.5. **Taxes**.

(a) All the information, representations, warranties and documents provided by the Seller for the purpose of obtaining Section 499 Report and Section 81 Report are true, correct and complete in all respects, to the knowledge of the Seller.

(b) (i) The Seller is not subject to any pending proceedings, demands, Actions or ongoing audits with respect to Taxes from any Governmental Authority, nor has the Seller received any notice or communication regarding any such proceedings, demands, Actions or audits (including notices under sub-rule 2 of rule 225 of Income Tax Rules, 2026), in each case, that could result in the Transaction being declared void, set aside or otherwise adversely affected under Section 81 of the CGST Act and Section 499 of the IT Act. (ii) In the event the Seller has outstanding Tax demands or proceedings pending under the IT Act as at the relevant Closing Date, such Seller has adequate assets from which the aforesaid demand(s) resulting from any pending Tax proceedings can be discharged. (iii) Further, no notice of demand in writing or under sub-rule 2 of rule 225 of Income Tax Rules, 2026 has been received by the Seller.

PART II – BUSINESS WARRANTIES

2. LICENCES

2.1. (a) The Seller has all Licenses (including Undertaking Licenses) required under Applicable Laws for the conduct of operations of the Business, and all such Licenses are in full force and effect. (b) There are no facts, conditions or circumstances which may or is likely to result in any License (including any Undertaking License) being suspended, cancelled, modified or revoked or which would require any additional Consent from the Governmental Authority as a result of consummation of the Transaction.

2.2. The Seller is not in default under, and to the knowledge of the Seller, there exists no condition that would constitute a default under any of the Licenses (including Undertaking Licenses) of the Seller.

2.3. Except as expressly set out in this Agreement, the execution and delivery of this Agreement, the consummation of the Transaction by the Seller and/or the Partners, and the fulfilment of and compliance with the terms and conditions hereof, shall not result in, any breach, default, termination right, acceleration, requirement to give notice or obtain consent, or creation of any Encumbrance under any License (including the Undertaking Licenses) required for the conduct of operations of the Business.

2.4. In the period of 3 (three) years preceding the Closing Date, the Seller and/or the Partners, have not received, any written notice of any investigation or enquiry by, nor any written notice or written communication of any Order of, any arbitrator or Governmental Authority with respect to an alleged violation and/or failure to comply with any License, which remains pending and unresolved.

3. COMPLIANCE WITH CERTAIN LAWS AND ORGANISATIONAL DOCUMENTS

3.1. The Seller and/ or the Partners have been in material compliance with Applicable Laws, with respect to the conduct of the Business and/or the Undertaking.

3.2. (a) The Seller and/ or the Partners have been in material compliance with the Partnership Deed including with respect to the conduct of the Business and/or the Undertaking. (b) In the period of 3 (three) years preceding the Closing Date, there has been no Action in writing raised against the Seller under, or any breach by the Seller of, the Partnership Deed.

3.3. The Seller and/or the Partners have not received any written notice or other written communication from any Governmental Authority alleging that they are in material breach of any Applicable Laws, in relation to the Business and/or the Undertaking, which remains pending and unresolved.

3.4. There are no outstanding statutory dues which are due and payable by the Seller and/or the Partners, in relation to the Business and/or the Undertaking.

3.5. Neither the Seller nor any of the Partners during the course of their duties for or on behalf of the Seller, have done or omitted to do anything which is a material contravention of any Applicable Law, giving rise to any fine, penalty and/or any other liability on the part of the Seller which is outstanding as on date, and no written notice or written complaints have been received by the Seller and/or the Partners, in respect of any such contravention or alleged contravention.

Compliance with Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions Laws:

3.6. None of the Seller, the Partners or, to the knowledge of the Seller, their Affiliates, or any officer, employee of the Seller, or any Person acting under the directions of or on behalf of any of the Seller and/or the Partners (collectively, the "Covered Persons"), has: (a) violated, conspired to violate, or aided and abetted the violation of; or (b) taken any act or omission in connection with, or in relation to the Seller that will cause the Seller, as of the Closing Date, or cause the Purchaser, after the Closing Date, to be in violation of, any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions Laws.

3.7. Neither the Seller nor any of the Partners, nor to the knowledge of the Seller, any of the Covered Persons on behalf of the Seller have paid, offered, promised, or authorized the payment or transfer of anything of value (including gifts or entertainment), or acquiesced in or taken any action that, directly or indirectly, would constitute or have the purpose or effect of public or commercial bribery, acceptance of, or acquiescence in extortion or kickbacks or otherwise would violate any Anti-Corruption Laws.

3.8. Neither the Seller nor any of the Partners, nor to the knowledge of the Seller, any of the Covered Persons, have provided, offered, gifted, or promised, directly or indirectly, anything of value to any Government Official, nor provided or promised anything of value to any other Person, for the purpose of:

(a) influencing any act or decision of such Government Official in his or her official capacity, inducing such official, party or candidate to do or omit to do any act in violation of his or her lawful duties, or securing any improper advantage for the benefit of the Seller;

(b) inducing a Government Official to use his or her influence with his or her government or instrumentality to affect or influence any act or decision of any Governmental Authority or instrumentality to assist the Seller in obtaining or retaining business for or with, or directing business to the Seller;

(c) otherwise obtaining an undue or improper business advantage for the Seller under the applicable Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions Laws.

3.9. (a) No Covered Person is a Government Official. (b) No Government Official or Governmental Authority has any legal or beneficial interest in the Seller.

3.10. To the knowledge of the Seller, none of the Covered Persons, is currently or has been in the past 3 (three) years:

(a) a Sanctioned Person;

(b) organized, resident or located in a Sanctioned Country;

(c) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violate applicable Sanctions Laws or Export Control Laws; or

(d) otherwise in violation of applicable Sanctions Laws, Export Control Laws, or the anti-boycott laws administered by the U.S. Department of Commerce.

3.11. The operations of the Seller are in material compliance with applicable financial recordkeeping and reporting requirements of the Anti-Money Laundering Laws.

3.12. The Seller and/or the Partners have not, in connection with or relating to the Business of the Seller, received from any Governmental Authority any written notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Authority; or conducted any internal investigation or audit concerning any actual or potential violation of or wrongdoing related to Anti-Corruption Laws, Anti-Money Laundering Laws, Sanctions Laws or Export Control Laws.

3.13. To the knowledge of the Seller, none of the Covered Persons, have in connection with or relating to the Business of the Seller, received from any Governmental Authority any written notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Authority; or conducted any internal investigation or audit concerning any actual or potential violation of or wrongdoing related to Anti-Corruption Laws, Anti-Money Laundering Laws, Sanctions Laws or Export Control Laws.

3.14. The Seller and/or the Partners have not, been the subject of any investigation, inquiry or enforcement proceedings by any Governmental Authority regarding any violation of Anti-Corruption Laws, Anti-Money Laundering Laws, Sanctions Laws, or Export Control Laws in connection with the Seller and no such investigation, inquiry or enforcement proceedings has been threatened in writing or is pending.

3.15. To the knowledge of the Seller, none of the Covered Persons, have been the subject of any investigation, inquiry or enforcement proceedings by any Governmental Authority regarding any violation of Anti-Corruption Laws, Anti-Money Laundering Laws, Sanctions Laws, or Export Control Laws in connection with the Seller and no such investigation, inquiry or enforcement proceedings has been threatened in writing or is pending.

4. **ASSETS**.

4.1. (a) The Seller has good and marketable title to all the Business Assets, free and clear of all Encumbrances, and no proceedings or steps have been taken by any Governmental Authority for the expropriation / requisition / compulsory purchase of any of the Business Assets. (b) The Business Assets are free of any defects and deficiencies (other than normal wear and tear).

4.2. The Seller and/or the Partners have not given or agreed to give any rights to any Person to sell any Business Asset to such Person.

4.3. (a) All documents which in any manner affect the right, title or interest of the Seller in or to any of the Business Assets are valid, legally enforceable and registered (if required), in accordance with the requirements under Applicable Laws. (b) The Seller has the full power and authority to own, lease and operate the Business Assets and the Freehold Land.

4.4. The Seller has obtained all authorisations required under Applicable Laws to own and operate or use (as the case may be) the Business Assets and all such authorisations are validly subsisting and are effective.

4.5. No enforcement action has been taken against any of the Business Assets or the Freehold Land. There is no written notice issued to the Seller and/or the Partners by any bank or financial institution under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

4.6. Movable Assets.

(a) **Schedule H** (*Details of Capital Work in Progress*), **Schedule I** (*Details of Current Assets*) and **Schedule DD** (*List of Movable Assets*) set out the true, correct, complete and accurate details of the capital work in progress and all the current assets pertaining to the Undertaking as of the Execution Date and shall be true, correct, complete and accurate in all respects as on the Closing Date.

(b) All Movable Assets used for carrying on the operations of the Undertaking: (i) are in good working condition, subject to normal wear and tear; and (ii) have been regularly maintained.

4.7. **Immovable Assets**.

(a) The Seller has the legal right, title and interest, owns and has good, marketable and valid title to exclusively and peacefully possess and use, free and clear of all Encumbrances, all the Immovable Assets.

(b) There are no circumstances which restrict the continued and exclusive possession, occupation and use of the relevant Immovable Assets by the Purchaser post-Closing pursuant to and in accordance with the terms of the Lease Agreement.

(c) There are no lease deeds, leave and license agreements or any other relevant documents entered into by the Seller and/or the Partners in respect of the relevant Immovable Assets to be leased to the Purchaser in accordance with the Lease Agreement which are likely to restrict the continued and exclusive possession, occupation and use of such relevant Immovable Assets by the Purchaser post-Closing pursuant to and in accordance with the terms of the Lease Agreement.

(d) The Immovable Assets are structurally sound, subject to ordinary course wear and tear, and are supplied with utilities or other services necessary for the normal conduct of the Business undertaken at such location (including sanctioned power load and contracted water connections adequate for current capacity), as may be required by the Purchaser to conduct the Business pursuant to the Transactions contemplated in the Transaction Documents.

For the purposes of this Paragraph 4.7 of Schedule B-II of this Agreement, "Immovable Assets" shall exclude Manesar Land.

4.8. The inventory register maintained by the Seller in relation to the Undertaking are true and correct in all respects, and all such assets and inventories listed thereunder physically or digitally exist, are owned by the Seller and form part of the Business Assets or the Seller is duly authorized to use such assets under an Undertaking Contract.

4.9. **Inventories**. (a) All inventories (whether lying with the Seller or any third-party) are usable and saleable in the Ordinary Course of Business, recorded with provisioning methodology being consistently applied in accordance with Accounting Standards, and are not obsolete, damaged, defective or out of specification. (b) There are no consignment stocks or vendor-managed inventories except as disclosed

5. **ACCOUNTS**.

5.1. (a) The Seller and/or the Partners have no liabilities or obligations with respect to the Business, whether accrued, absolute, contingent or otherwise, except: (i) as disclosed in the Seller Accounts; or (ii) incurred in the Ordinary Course of Business (in accordance with Applicable Laws) since the Accounts Date. (b) The Seller and/or the Partners have not engaged in any off-balance-sheet financing or similar arrangements and have consistently applied their respective accounting policies in all material respects.

5.2. The copies of the Seller Accounts provided to the Purchaser have been prepared in accordance with Applicable Law and the Accounting Standards applied on a consistent basis throughout the periods covered thereby, and are true, correct and complete copies of the financial statements of the Seller.

5.3. The Seller Accounts, give a true and fair view of:

(a) the state of affairs and the results of operation of the Undertaking as of the respective dates to which they pertain;

(b) the cash flows, profits and / or losses and the financial position of the Undertaking as of the respective dates to which they pertain; and

(c) the assets and liabilities (including provisions and contingent liabilities) of the Undertaking as of the dates to which they pertain.

5.4. The Seller does not have any assets or liabilities in relation to the Business which are not forming a part of the Seller Accounts.

5.5. Any provisions made in the Seller Accounts, including without limitation for any and all claims from customers and / or distributors with regard to sales made in the course of the Business, or incentives or discounts payable to distributors of the Business, is made in accordance with the Accounting Standards.

5.6. The Seller maintains a system of internal accounting controls in relation to its business that, in all respects, is sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements (including Seller Accounts) in conformity with Accounting Standards and all relevant Applicable Laws. Such internal accounting controls provide reasonable assurance that: (a) all transactions are executed in accordance with the general or specific authorisations of the management of the Seller; (b) all transactions are recorded in a manner that permits the preparation of financial statements (including Seller Accounts) in accordance with Applicable Law and ensures proper accountability of the Business Assets; and (c) access to the Business Assets is permitted only with the general or specific authorisation of its management and safeguard the integrity of production reporting, quality records and cost accounting for the Business.

5.7. The provision made in the Seller Accounts for the warranty liabilities of the Business is made in accordance with Accounting Standards and all relevant Applicable Laws, as of the date.

5.8. (a) The historical financial statements (including the Seller Accounts) of the past 3 (three) years correctly represent the true profits and loss and assets and liabilities of the Business and/or the Undertaking. (b) The Seller Accounts have been prepared using Indian Generally Accepted Accounting Principles (IGAAP) and there has not been any change in accounting policies followed in the past 3 (three) years, which may have any significant impact on the Business and/or the Undertaking.

5.9. There are no capital commitments as at the Closing Date apart from those disclosed in the Provisional Accounts.

5.10. All Business Assets which are proposed to be transferred as part of the Transaction are physically identifiable, are in existence and in working condition (subject to normal wear and tear).

5.11. (a) All assets are stated at recoverable value and all liabilities stated at consideration to be discharged. (b) There are no un-accrued liabilities.

5.12. Since the Accounts Date, there have been no changes that will have a Material Adverse Effect on the Undertaking. Without limiting the generality of the foregoing, since the Accounts Date:

(a) the Business has been operated and carried on in the Ordinary Course of Business, without any material interruption or alteration in its nature, scope or manner, and so as to maintain the same as a going concern;

(b) the state of affairs of the Business has not been adversely affected by changes or inconsistencies in accounting treatment, by any non-recurring items of income or expenditure including payments, by transactions of an abnormal or unusual nature or entered into otherwise than in Ordinary Course of Business;

(c) there are no misstatements of financial information or undisclosed liabilities in the Seller Accounts;

(d) the Seller has not changed its accounting policies or accounting period unless required under Applicable Law;

(e) the Seller and/or the Partners have not incurred any capital expenditures or any obligations or liabilities in respect thereof, beyond INR 5,00,00,000 (Indian Rupees Five Crores) in relation to the Undertaking;

(f) the Seller and/or the Partners have not entered into any transaction with related parties in relation to the Undertaking other than in the Ordinary Course of Business and on an arm's length basis and in compliance with the Applicable Laws and applicable accounting standards, and all such transactions are accurately recorded and settled on customary terms;

(g) there has been no damage, destruction or other loss affecting the Business or any of the Business Assets, other than in Ordinary Course of Business, and no force majeure event has occurred;

(h) no event has occurred that resulted in an adverse modification, acceleration, cancellation, termination, or default under any Undertaking Contract;

(i) other than in the Ordinary Course there has been no: (i) grant of any severance or termination pay to any Identified Employee; (ii) change in compensation or other benefits payable to any Identified Employee; or (iii) change with respect to the management or supervisory personnel of the Undertaking;

(j) there has been no settlement, or offer or proposal to settle any litigation, investigation, arbitration, proceeding or other claim involving the Undertaking or any Business Assets;

(k) the Seller and/or the Partners have not committed to any of the foregoing or undertaken any obligation in the nature of the foregoing; and

(l) no actual liability, or liability that requires a provision to be made under Applicable Law or Accounting Standards, has been incurred or arisen which is of an amount in excess of INR 5,00,00,000 (Indian Rupees Five Crores).

6. UNDERTAKING CONTRACTS.

6.1. Each Undertaking Contract entered into by Seller: (a) is valid, enforceable and binding against the parties to it, in accordance with its terms; and (b) has been duly authorised, executed and delivered by the Seller, in accordance with its terms; and (c) is in full force and effect, and no counterparty has asserted any breach, default, right to terminate, price-down, charge-back or set-off.

6.2. Except as expressly set out in this Agreement, the execution and delivery of this Agreement, the consummation of the Transaction by the Seller and/or the Partners, and the fulfilment of and compliance with the terms and conditions hereof, shall not result in, any breach, default, termination right, acceleration, requirement to give notice or consent, or creation of any Encumbrance under any Undertaking Contract.

6.3. There are no circumstances, occurrences, events or acts that, with the giving of notice or lapse of time or both, would permit the counterparty to an Undertaking Contract to alter or amend any of the terms or conditions of any such Undertaking Contract to the detriment of the Purchaser.

6.4. (a) The list of Undertaking Contracts set out in **Schedule J** (*Undertaking Contracts*) of this Agreement provides each written contract, or agreement, arrangement or other instrument in relation to the Business to which the Seller or the Partners are a party or under which the Business Assets are bound. (b) There is no written contract or agreement, arrangement or other instrument in relation to the Business and/or the Undertaking to which the Seller or the Partners are a party or under which the Business Assets are bound other than as set out in **Schedule J** (*Undertaking Contracts*).

6.5. Prior to the Execution Date, the Seller and/or the Partners have made available to the Purchaser a true and correct copy of each Undertaking Contract, as amended through the date hereof, including all schedules, exhibits and attachments thereto.

6.6. To the knowledge of the Seller, the Seller is not in default or breach of any Undertaking Contract and there exists no condition, event or act, which with the giving of notice or lapse of time or both, would constitute such a default or breach under such Undertaking Contracts.

6.7. None of the Undertaking Contracts, as amended:

(a) includes a purchase volume commitment by the Seller valid beyond 12 (twelve) months after the Execution Date;

(b) relates to any Borrowing;

(c) results in the Undertaking Contracts being entered into or existing outside Ordinary Course of Business.

6.8. There are no Undertaking Contracts executed by the Seller, (directly/indirectly) relating to the Business that:

(a) impose any non-compete, non-solicitation or exclusivity obligations or other similar restrictions on the Seller which affects or limits the right or ability of the Seller to carry on its Business or a new line of business or which otherwise restricts the Seller from competing in any line of business, or to transfer or move or dispose of any of the Business Assets;

(b) grants any rights in relation to the management or operational control of the Seller to any Person;

(c) entitles the counterparty to any right in the Business Assets;

(d) has provisions which require prior consent for the transactions contemplated in the Transaction Documents;

(e) require the Seller to exclusively use a vendor or distributor for any products, activities or geographical area;

(f) limits its ability to freely use any proprietary rights or information developed and owned by it;

(g) involves any joint venture, legal partnership or similar arrangement; or

(h) relates to the acquisition or disposition of any business (whether by merger, sale of stock, sale of Business Assets or otherwise); or

(i) prohibits the Seller from providing terms more favourable than those contained in such contract (including Undertaking Contract) or requiring the terms of the contract (including Undertaking Contract) to be amended to match or better the terms of such more favourable contract.

6.9. The Undertaking Contracts entered into by the Seller and/or the Partners in relation to the Undertaking, do not involve / require any future capital expenditure in excess of INR 2,00,00,000 (Indian Rupees Two Crores) in the aggregate.

6.10. In the period of 3 (three) years preceding the Closing Date, the Seller and/or the Partners have not received any written notice of any party to any contract directly or indirectly, in connection with the Business, including all Undertaking Contracts: (a) of its intention to terminate such contract, prior to the expiration of its term; and/ or (b) that the Seller is in breach of the terms of any such contract.

6.11. The Seller and/or the Partners are not a party to any deed, agreement, arrangement or understanding in terms of which any of them is bound to share profits or pay any royalties, in relation to the Business and/or the Undertaking.

6.12. The Seller and/or the Partners have not sub-contracted or delegated any of its obligations in violation of, or contrary to any Undertaking Contract (directly or indirectly) in relation to the Business.

6.13. The Seller and/or the Partners do not have any outstanding Actions made by any of its customers and have not received any complaints from any of its customers, including in relation to quality of the service or otherwise, where the amount of claim involved, individually or in aggregate, may be in excess of INR 25,00,000 (Indian Rupees Twenty Five Lakhs). There has been no breach of any of the agreements executed with any of the customers of the Seller which may lead to termination of such agreement or, where the amount of claim involved, individually or in aggregate, may be in excess of INR 10,00,000 (Indian Rupees Ten Lakhs). The Seller and/or the Partners have not received any notice or Order under any Applicable Laws, in relation to products or services of offered by the Seller.

6.14. There are no written contracts, agreements or understandings between the Seller and/or the Partners with any broker, investment banker, financial advisor or other Person that entitles such Persons, or give rise to a valid claim against the Seller and/or the Partners, for any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions contemplated in this Agreement, or any other Transaction Document.

7. **BORROWINGS**.

7.1. (a) In the period of 3 (three) years preceding the Closing Date, the Seller and/or the Partners have not incurred any Borrowings in relation to the Business and/or the Undertaking. (b) There are no Encumbrances on the Business Assets, and no retention of title or lien exists over any raw materials, goods, or equipment.

7.2. In the period of 3 (three) years preceding the Closing Date, the Seller and/or the Partners have not given or agreed to give any guarantee, indemnity, comfort letter, security, surety, letter of support or similar obligation, whether legally enforceable or not, nor assumed or agreed to assume, or otherwise guaranteed or provided any support for any obligations or debt of any other Person, in relation to or involving the Business and/or the Undertaking.

7.3. (a) The Seller is not subject to any arrangement for receipt or repayment of any grant, subsidy or financial assistance from any Governmental Authority. (b) The execution and compliance with the terms of this Agreement does not and will not result in any grant, subsidy or financial assistance from any Governmental Authority becoming repayable.

7.4. True, correct, and complete copies of all agreements evidencing or governing the total Borrowings of the Seller have been made available to the Purchaser prior to the Execution Date.

7.5. To the knowledge of the Seller, in the period of 3 (three) years preceding the Closing Date, no event of default or any other event or circumstance which would entitle any Person to call for early repayment under any agreement relating to any Borrowings or to enforce any security given by the Seller and/or the Partners in relation to the Business and/or the Undertaking has occurred (or, in either case, any event or circumstance which with the giving of notice and/or the lapse of time and/or a relevant determination would constitute such an event or circumstance).

8. **EMPLOYMENT**.

8.1. (a) The list of employees set out in **Schedule D** (*Identified Employees*) provides true, correct and complete information regarding all employees, labourers (including contract labourers), personnel, independent contractors, consultants, employed with or engaged by the Seller and/or the Partners in relation to the Business and/or the Undertaking. (b) There are no other employees, labourers (including contract labourers), personnel, independent contractors, consultants, employed with or engaged by the Seller and/or the Partners in relation to the Business and/or the Undertaking, other than as set out in **Schedule D** (*Identified Employees*).

8.2. The Seller is in material compliance with all Applicable Laws in all aspects in relation to its Identified Employees, including towards obtaining of all necessary registrations, licenses, and approvals, and has made all payments to or for the benefit of such individuals as required under the Applicable Law (and are not in default in making such payments) and the terms and conditions of employment agreed between the Seller and the relevant Identified Employee in writing.

8.3. There is no pending, impending or threatened, in writing, disputes from workman or employee (whether current or former), or any Action by an employee or workmen, including any claim for permanency from any contract labour, where the amount of claim involved, individually or in aggregate, may be in excess of INR 10,00,000 (Indian Rupees Ten Lakhs, and there have been no reportable accidents or lost-time incidents in the past 3 (three) years.

8.4. There are no pending lockouts or strikes in relation to the Undertaking and no lockouts or strikes have occurred in relation to the Undertaking in the preceding 3 (three) years.

8.5. No amounts due to, or in respect of any current or former employee (including Identified Employees) of the Seller, is in arrears and unpaid.

8.6. No trade union is recognised by the Seller.

8.7. There are no terms and conditions in any contract with any current or former employees (including Identified Employees) of the Seller pursuant to which such person will be entitled to receive any payment or benefit as a consequence of the Transaction.

8.8. The Seller has not changed the terms of employment, in relation to any Identified Employees, in last 12 (twelve) months before the Execution Date.

8.9. The Identified Employee Records provided by the Seller are true, correct and complete employee records of the Identified Employees, including employment agreements, appointment letters, and contractual agreements.

8.10. The Seller does not have any outstanding or pending liabilities, penalties, fines, interest, or claims in relation to: (a) non-registration or non-enrolment under the applicable professional tax laws; (b) delay or default in payment of professional tax; or (c) delay or default in filing of professional tax returns.

8.11. No employee, officer or partner of the Seller, is indebted to the Seller, nor is the Seller committed to make loans or extend or guarantee credit to any of them other than: (a) for payment of salary for services rendered; (b) reimbursement for reasonable expenses incurred on behalf of the Seller; and (c) for other standard employee benefits made generally available to all employees of the Seller.

8.12. The Seller does not have any pending claims or liabilities to pay compensation for loss of office or employment or a redundancy payment to any Identified Employees, or to make any payment for breach of any agreement, and no such sums have been paid (whether pursuant to a legal obligation or on an *ex gratia* basis).

8.13. (a) The Seller has made available to the Purchaser true and correct summaries of details in relation to the Employee Benefits and Employee Benefit Policies. (b) Other than the Employee Benefits and the Employee Benefit Policies, there are no benefits, schemes or plans maintained by the

Seller in relation to the Identified Employees.

8.14. All current and former employees, consultants and contract personnel involved in design, process engineering or tooling development have executed valid assignment and confidentiality agreements in relation to any Intellectual Property, in favour of the Seller, and no individual has claimed ownership of any drawings, designs, process know-how or software used in the Business.

9. **LITIGATION**.

9.1. There are no proceedings pending or, to the knowledge of the Seller, threatened in writing by or before any Governmental Authority or by any Person involving the Seller and/or the Partners, that pertain to the Business and/or the Undertaking or where any Partner or to the knowledge of the Seller, an employee (including Identified Employee) has been charged with a criminal offence in respect of the Business and, there is no litigation or proceeding threatened (in writing) involving the Business and/or the Undertaking.

9.2. In the period of 3 (three) years preceding the Closing Date, the Seller and/or the Partners have not received, in relation to the Business and/or the Undertaking, any written notice of any investigation or enquiry by, nor any written notice or communication of any Order of, any arbitrator or Governmental Authority with respect to an alleged violation and/ or failure to comply with any Applicable Law, or requiring it to take or omit any action, which may result in any liability or criminal or administrative sanction against the Seller in respect of the Business and/ or the Undertaking.

10. **TAXES**.

10.1. (a) All Taxes payable have been either paid in full or reflected in the Seller Accounts in accordance with the applicable Accounting Standards and Applicable Laws. (b) From the Accounts Date, the Seller has not, incurred or is, or has become, liable to incur after that date any expenditure which will not be wholly deductible in computing its taxable profits under IT Act. (c) There are no outstanding or contingent liabilities in relation to any Tax matter, in respect of which an Action could be made.

10.2. The Undertaking being transferred pursuant to this Agreement constitutes an "undertaking" as defined under Section 2(35)(i) of the IT Act / Explanation 1 to Section 2(19AA) of the Income-tax Act, 1961 and is capable of being transferred on a Slump Sale basis.

10.3. The Seller has made all such withholdings, deductions and retentions, that it was obliged to make under Applicable Laws relating to Tax, and has accounted in full to the appropriate authority for all amounts so withheld, deducted and retained.

10.4. There are no proceedings initiated or pending or, threatened to be initiated, to the knowledge of the Seller, by any Tax Authority under any Applicable Laws relating to Tax that would impact the transfer of the Undertaking to the Purchaser.

10.5. There are no liens for Taxes upon the Undertaking or with respect to the Business.

10.6. The Seller has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or reassessment.

10.7. (a) The Seller has not, at any time, been a party to, participated in or otherwise been involved in any transaction, scheme or arrangement (or series of transactions, schemes or arrangements), the purpose or principal objective of which was to evade Taxes, improperly claim any income tax benefit, or avoid liability for Taxes in a manner contrary to Applicable Law relating to Tax. (b) Further, the Seller has not and has not been involved in any such transaction, scheme, arrangement or the like, that could result in any material Action or proceeding against the Seller in relation to income tax avoidance or that could result in the Transaction being regarded as an impermissible avoidance arrangement.

10.8. (a) The Seller has complied with all Applicable Laws in relation to Taxes, and has duly filed all required returns, statements, forms or other statutory filings in a timely manner, as mandated by Applicable Law. (b) In instances where there has been any delay in such filings, the Seller has made the requisite filings together with the applicable penalty, fine or fees, as stipulated under Applicable Laws. (c) All such returns, statements, forms or any other filings, were, when made and as of the date hereof, true, correct and complete in all respects and have been duly and properly filed. (d) Each Tax return filed by the Seller fully and accurately reflects its liability for Taxes.

10.9. In relation to the Business, there is no Tax liability in respect of which an Action has been made or expected to be made.

10.10. Under the Applicable Laws relating to Taxation in effect as at the date of this Agreement, there is no reason for the Tax Authorities to dispute the quantum of income declared by the Seller and/or the corresponding amount of Taxes paid, or raise any demand for additional Tax to be paid by the Seller.

10.11. (a) The Seller has not taken any action that may result in a discontinuation or alteration of any or all Tax concessions, exemptions, set-off, credits, deductions, incentives and benefits that the Seller is entitled to as of the date of this Agreement or any time prior thereto. (b) Such Tax concessions, exemptions, set-off, credits, deductions, incentives and benefits will remain unaltered and unaffected by any of the transactions contemplated in the Transaction Documents.

10.12. Where applicable, the transactions between the 'Associated Enterprises' as defined under section 162 of the IT Act / Section 92A of the Income-tax Act, 1961 with respect to the Undertaking have been undertaken at an arm's length basis, in compliance with Applicable Laws, including transfer pricing rules under Chapter X of the IT Act, and the Seller has maintained adequate supporting documentation.

10.13. (a) All reliefs, exemptions and other Tax benefits reflected in the Seller Accounts have been validly and properly claimed, are supported with adequate documentation, and are available to be set off against the relevant Tax payable by the Seller. (b) There are no facts or circumstances that may cause disallowance or withdrawal of any such Tax benefit.

10.14. To the knowledge of the Seller, all income chargeable to Tax under Applicable Law (including any adjusted total income taxable under section 206 of the IT Act / Section 115JC of the Income-tax Act, 1961) has been duly and accurately calculated in accordance with the provisions of the IT Act and has been fully disclosed and offered to Tax as per the provisions of Applicable Law.

10.15. To the knowledge of the Seller, the Seller has not under-reported, concealed, or misreported any income chargeable to Tax under the IT Act, nor has the Seller evaded or attempted to evade the payment of any Tax under Applicable Law.

10.16. All Tax assets (including advance tax, tax deducted at source, tax collected at source, and input tax credit) shown in the Seller Accounts are valid and properly claimed.

10.17. The common input tax credit has been correctly distributed through the input service distributor mechanism in respect of the Seller.

10.18. (a) The Seller is not, whether directly or indirectly, liable for any Taxes of any other Person. (b) Further, the Seller is not liable for any Taxes as an agent, representative, or otherwise on behalf of any other Person, business, or enterprise, nor does the Seller constitute a permanent establishment of any other Person, business, or enterprise for any Tax purpose under Applicable Law.

10.19. All Tax-related Licenses required by the Seller, including with respect to the Undertaking have been duly and timely obtained in accordance with the provisions of Applicable Law relating to Taxes, and are valid and subsisting as of the Closing Date.

10.20. There are no items of income which are reflected in the Form 168 under the Income-tax Rules, 2026/ Form 26AS under Income-tax Rules, 1962 but not reflected in the Seller Accounts or not offered for Tax.

10.21. No liability shall devolve upon the Purchaser, on account of the Transaction under Section 313 of the IT Act/ Section 170 of the Income-tax Act, 1961, and the Purchaser shall not be regarded as a ‘successor’ in relation to any ongoing or future assessment or liability concerning the Tax obligations of the Seller for any period prior to the Closing Date.

10.22. (a) All records, books and documents which the Seller is required to maintain for Tax purposes, or which would be needed to substantiate any Action made or position taken in relation to Tax (including any relief, benefit, or exemption claimed), have been duly kept and maintained. (b) The information contained in such records, books and documents is true, correct, and complete in all respects.

10.23. The Seller has sufficient assets, other than the Undertaking, available to discharge any Tax liabilities that may arise pursuant to the transfer under this Agreement being recharacterized as an itemized sale of assets.

10.24. (a) The Seller, for any Tax purpose, is not a resident in a country other than the country of its incorporation and is not required to file Tax returns and is not liable to Tax in any jurisdiction other than the country of its incorporation. (b) The Seller has not received a written notice from any Governmental Authority outside of its country of incorporation that it is required to file tax returns in or is liable to Tax in such a jurisdiction.

10.25. The Seller is not a party to, nor does it have, nor is it likely to have any obligation under, any Tax-sharing, Tax indemnity or Tax allocation agreement or arrangement to pay any amount or make a reimbursement or indemnity or penalty to any Person.

10.26. (a) There is no outstanding written notice of any claim or notice from any Tax Authority in respect of any Tax returns, filings, computations, forms and/or declarations which are to be made or given by the Seller for Taxation purposes. (b) The Seller is not subject of any investigation, inquiry, audit, proceeding, search and / or seizure and / or penalty relating to Tax in any jurisdiction, and there are no Tax related outstanding written notices involving review, audit, examination, investigation, inquiry, summons and/or claim for Tax, reassessment proceedings or reopening of assessments in respect of the Seller. (c) No adjustment, relating to any Tax returns filed by the Seller, has been proposed in writing by any Tax Authority to the Seller.

10.27. The Seller has complied with all Applicable Laws relating to sales, value added, excise duty, goods and services and any similar Tax (including availment of input tax credit basis the provision of law), and customs duty.

11. **INSURANCE**.

11.1. Other than the list of Insurance Policies set out in **Schedule E** (*Insurance Policies*) of this Agreement, there are no other insurance policies that the Seller is required to procure under Applicable Law and/or any agreement that it has entered into with any third party.

11.2. (a) The Seller is not in default with respect to any provision contained in any Insurance Policies held by it and has not failed to give any notice or present any claim under any such policy in due and timely manner. (b) The Seller has not received or given a notice of cancellation or non-renewal which is still subsisting with respect to any Insurance Policies held by it.

11.3. There is no pending insurance claim which relates to the Undertaking.

11.4. All premiums due and payable under all the Insurance Policies have been fully paid and that there are no outstanding or overdue amounts in respect of such premiums, as of the Closing Date.

11.5. The Seller has not received any written notice of termination or cancellation or denial of coverage with respect to any of the Insurance Policies held and maintained by it.

12. **ENVIRONMENTAL MATTERS**.

12.1. The Seller is and has been in compliance, in all material respects, with all the applicable Environmental Laws and Environmental Consents and has not, received any written notice of any investigation or enquiry by, nor any notice or communication of any Order of, any arbitrator or Governmental Authority with respect to an alleged violation and/or failure to comply with any Environmental Laws, and no fine or penalty has been levied on the Seller, and/ or the Partners in relation to the Business and/or the Undertaking, for violation of any Environmental Laws.

12.2. There exists no fact, circumstance or event that has resulted in any Governmental Authority revoking, cancelling, rescinding or refusing to renew any of the Environmental Consents or Licenses of the Seller in connection with the Business.

13. **RECORDS**.

13.1. All statutory and other records (including the Records) required under Applicable Law to be maintained in relation to the Undertaking by the Seller are accurate and complete in all material respects and, have been prepared in accordance with Applicable Law.

13.2. The originals of all statutory and other records (including the Records) required under Applicable Law to be maintained in relation to the Undertaking by the Seller, which ought to be in the possession of the Seller in relation to the Undertaking are in its possession.

14. **RELATED PARTY TRANSACTIONS**.

14.1. (a) **Schedule V** (*List of Related Party Transactions*) sets out a true, accurate and complete list of all of transactions, arrangements or agreements (subsisting or otherwise) with related parties of the Seller and/or the Partners, entered into by the Seller and/or the Partners in connection with the Business and/or the Undertaking, in the previous 3 (Three) financial years. (b) Other than as set out in **Schedule V** (*List of Related Party Transactions*), there are no other transactions, arrangements or agreements entered into by the Seller and/or the Partners with their respective related parties, in connection with the Business and/or the Undertaking.

14.2. All transactions with related parties of the Seller and/or the Partners, entered into by the Seller and/or the Partners in connection with the Business and/or the Undertaking are on an arm's length basis in accordance with Applicable Law.

14.3. No related party of the Seller and/or the Partners has any ownership or economic interest in any supplier or customer that would adversely affect the Business and/or the Undertaking, and no "most favoured" or preferential terms exist in favour of any related party of the Seller and/or the Partners.

14.4. From April 01, 2025 till the Accounts Date, the quantum of transactions undertaken between the Seller and AMPL do not exceed INR 75,00,000 (Indian Rupees Seventy Five Lakhs).

14.5. The quantum of transactions undertaken by the Seller with related parties (other than AMPL and Megasphere) between April 01, 2025 and Accounts Date (both inclusive) does not exceed INR 20,00,000 (Indian Rupees Twenty Lakhs).

15. **COMPLETENESS OF INFORMATION**.

(a) The Seller, the Partners and/or their Representatives have not intentionally omitted to provide such information which is necessary to enable the Purchaser to make an informed assessment in relation to the Transaction and all such information is true, complete, accurate and not misleading in any respect. (b) No information provided to the Purchaser contains any untrue statement of a fact to make the statements made, in light of the circumstances under which they were made, misleading.

16. INTELLECTUAL PROPERTY

16.1. (a) The Intellectual Property of the Seller is in full force, effect, valid and subsisting. (b) The Seller has the full and complete legal, right, title and ownership of Intellectual Property, free and clear from all Encumbrances, freely transferrable in accordance with Applicable Law, and no event has occurred, or condition or state of fact exists, which would allow or result in the rectification or termination of ownership rights in any Intellectual Property, or otherwise adversely affect ownership rights in relation to any Intellectual Property.

16.2. (a) To the extent any Intellectual Property is not registered but is capable of registered, the Seller and/or the Partners have validly filed all necessary applications for seeking registration for such Intellectual Property in the name of the Seller. (b) No application for registration of any Intellectual Property has been challenged or objected to, or disputed.

16.3. None of the trademarks owned by the Seller are subject to any disclaimer, condition, restriction or limitation, whether in relation to association with any other trademark or otherwise, imposed by any Governmental Authority that limits or restricts the nature, scope or manner of use or enforcement of such trademarks.

16.4. (a) **Schedule F** (*Intellectual Property*) contains a true, accurate and complete list of all of the Intellectual Property, each of the registrations and applications for registrations of Intellectual Property, and all material written agreements to which the Seller is a party or otherwise bound, granting or restricting any right to use, exploit or practice any Intellectual Property. (b) Other than as set out in **Schedule F** (*Intellectual Property*), there is no other Intellectual Property owned or used by the Seller and/or the Partners in connection with the Business and/or the Undertaking.

16.5. The consummation of the transactions contemplated by this Agreement and the Transaction Documents will not extinguish any Intellectual Property.

16.6. (a) To the knowledge of the Seller, the Seller has not infringed, violated, misappropriated, diluted or otherwise constituted unauthorized use of the intellectual property rights of any other Person. (b) To the knowledge of the Seller, no Person has infringed, misappropriated or otherwise violated any Intellectual Property that is owned by the Seller and there is no Action pending against, or, threatened in writing against or affecting, the Seller, in relation to the Intellectual Property of the Seller, including concerning the ownership, validity, ability to register, enforce or use of, or right to use, any Intellectual Property of the Seller.

16.7. The Seller has not used or incorporated any third-party intellectual property rights in Intellectual Property.

16.8. There are no existing defaults of the Seller under any contracts (including Undertaking Contracts) relating to any Intellectual Property of the Seller.

16.9. All renewal, application and other governmental fees and steps reasonably required for the maintenance of all Intellectual Property of the Seller have been paid or taken as required by the applicable Governmental Authority under the Applicable Law.

16.10. The Seller and/or the Partners are not party to or bound by any contract that limits, restricts, or otherwise impairs its ability to use, sell, transfer, assign, Licence or convey, or that otherwise Encumbers or adversely impacts any right, title or interest in or to any Intellectual Property of the Seller.

16.11. (a) The Seller has not granted any license, franchise or permit in effect as on the date hereof to any Person to use any such Intellectual Property. (b) The Seller has not assigned, encumbered, exclusively licensed or otherwise disposed or transferred ownership of, or agreed to assign, encumber, exclusively licence, or otherwise dispose or transfer ownership of, any Intellectual Property, in whole or in part, to any other Person.

16.12. The Seller is not a party to any confidentiality agreement which restricts the free use or disclosure of business, or technical or other information required for its Business.

16.13. Each Person who is or was involved in the creation or development of Intellectual Property for the Seller have signed a valid, enforceable agreement containing: (a) an irrevocable assignment of such Intellectual Property and related rights to the Seller, vesting in the Seller predominantly all Intellectual Property and related rights created or developed during the course of the Person's relationship with the Seller (on a perpetual, worldwide, non-terminable, royalty free, and freely sub-licensable, assignable, sub-contractable, and transferrable basis); and (b) confidentiality provisions protecting such Intellectual Property.

16.14. No royalties, license fees or similar payments to any third party are due from the Seller in respect of any Intellectual Property.

17. **IT SYSTEMS**

17.1. In the period of 3 (three) years preceding the Closing Date, the Seller has materially complied with its privacy policies and all Applicable Laws applicable to its products and services.

17.2. The Seller owns, free from all Encumbrances or is Licensed to use all IT Systems used by it in the operation of its Business.

17.3. All of the IT Systems are used exclusively by the Seller and the Seller has exclusive control over the storage, processing and retrieval of all data stored on the IT Systems and any Intellectual Property rights in such data are owned solely by the Seller.

17.4. (a) IT Systems that are necessary for the Seller's business, can be replaced without any disruption to the Business, function in accordance with all applicable specifications, and have been regularly and properly maintained, and necessary disaster recovery plans are in place to address any failure of IT Systems. (b) The Seller has obtained the necessary anti-virus protection hardware and/or software.

17.5. There is not and in the period of 3 (three) years preceding the Closing Date, there has been no loss of data which has had (or is having) an adverse effect on the use of IT Systems by the Seller.

18. DATA PROTECTION

18.1. In the period of 3 (three) years preceding the Closing Date, the Seller has complied with the Data Protection Laws, including all requirements relating to:

(a) notifications and registrations;

(b) all applicable industry guidelines;

(c) use of personal data for marketing purposes;

(d) use of cookies and tracking devices;

(e) use of CCTV systems; and

(f) monitoring employees' use of IT Systems.

18.2. In the period of 3 (three) years preceding the Closing Date, the Seller has been and is in material compliance with all Applicable Laws in relation to privacy, and data security policies.

18.3. The Seller has provided notifications to, and has obtained Consent from, Persons regarding its data activities where such notice or consent is required, whether by Applicable Laws (including Data Protection Laws), contract or otherwise.

18.4. (a) The Seller has implemented necessary technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. (b) To the knowledge of the Seller, in the period of 3 (three) years preceding the Closing Date, the Seller has not suffered a data loss, security breach or cybersecurity attack.

18.5. In the period of 3 (three) years preceding the Closing Date, the Seller and/or the Partners have not received any enforcement or other Actions from any Government Authority or any notices from data subject or other third parties alleging non-compliance with the Data Protection Laws, nor are there any outstanding data subject access requests.

19. PRODUCT LIABILITY

19.1. During the 12 (Twelve) months immediately preceding the Closing Date, products supplied by the Seller to the customers in terms of the Undertaking Contracts are manufactured as per the terms of the relevant Undertaking Contract, and as per requirements of Applicable Laws.

19.2. During the course of 12 (Twelve) months immediately preceding the Closing Date, the Seller and/or the Partners have not received any written notice/ intimation from the customers highlighting any defect in any of the products manufactured and/ or supplied by the Seller to any of their customers or requiring a call back of any of products supplied by the Seller to any of its customers.

19.3. The Seller and/or the Partners have not received any written notice/ demand of any monetary claim (including any Actions for indemnity, liquidated damages, consequential losses, loss of profits, etc.) from the customers on account of any defect in any of the supplied products, during the course of 12 (Twelve) months immediately preceding the Closing Date.

SCHEDULE B-II

PURCHASER WARRANTIES

1. AUTHORITY, CAPACITY AND VALIDITY.

1.1. **Power and Authority**. The Purchaser is duly constituted, registered, and validly existing under the laws of India and has the right, power, capacity and authority and has obtained all relevant authorizations and approvals required for it to enter into, deliver and perform its obligations under this Agreement and the Transaction Documents, and to consummate the transactions contemplated hereby and thereby.

1.2. **Legally Binding**. Execution of this Agreement will constitute valid and binding obligation of the Purchaser and shall be enforceable against the Purchaser in accordance with its terms.

1.3. **No Conflict**. The execution and delivery of this Agreement, and the consummation of the Transaction by the Purchaser in accordance with the terms hereof, and the fulfilment of and compliance with the terms and conditions hereof, shall not result in (a) a violation of the organizational documents of the Purchaser; (b) violation or breach of any documents binding on the Purchaser; (c) any breach of Applicable Law; and (d) violation of any Order against, or binding upon the Purchaser.

1.4. **Solvency**. The Purchaser is not subject to any proceedings pertaining to, or status of insolvency or bankruptcy under the Applicable Laws. No Order has been passed, and no proceedings have been filed, are pending, or have been threatened, in writing, in relation to any compromise or arrangement with creditors, or any winding up, dissolution, bankruptcy or insolvency proceedings (voluntary or involuntary) concerning the Purchaser, or for the appointment of a liquidator or provisional liquidator or receiver in respect of any of its assets. No event or circumstance has occurred or is existing, or is threatened, in writing, pursuant to which the Transaction may be deemed to be construed as fraudulent.

SCHEDULE C

ACKNOWLEDGEMENT NOTE

Date: [●]

To:
[*the Seller*]
[*Address*]

Subject: Acknowledgement of Receipt of Business Assets pursuant to the Business Transfer Agreement

Sir(s) / Madam(s),

We refer to the business transfer agreement dated [•] ("**Agreement**") entered into between Dhoot Automotive Systems Private Limited ("**Purchaser**"), M/S Multilink ("**Seller**"), the Partners named thereunder and certain other persons ("**Agreement**"). Unless otherwise defined herein, capitalized words and expression used in this certificate have the same meaning given to them under the Agreement.

This Acknowledgement Note records and memorializes the fact that we have received delivery of all the Business Assets, as identified in **Annexure A** attached to this Acknowledgement Note, from the Seller.

All capitalised terms used but not defined herein shall have the same meaning as ascribed to them in the Agreement.

Signed and delivered for and on behalf of:

Dhoot Automotive Systems Private Limited

By : ______________________________
Name : ______________________________
Designation : ______________________________

SCHEDULE D

IDENTIFIED EMPLOYEES

Sl. No.	Name of the Identified Employees	Date of joining of the Identified Employee	AADHAR NO.
1.	T R Dhananjeyan	Jan 2011	552713849054
2.	M K Govindu	Jan 2012	912877547034
3.	Anantha Murthy H G	01-Dec-99	252178974396
4.	Madhusudana N	20-Jan-22	460248888590
5.	Mallesha N C	01-Apr-12	281571750404
6.	Sarvanakumar S	13-Jan-13	434281918453
7.	Srinivas Vantmuri	24-Jul-15	937694912667
8.	Suhas B S	16-Mar-20	470471548929
9.	Gangadhar Udupa	20-Aug-1996	711753062618
10.	Ravi Ganapathi Naik	01-Aug-25	386387049438
11.	Senthil Kumar.K	01-Jun-05	731342418966
12.	Harish Kumar.S	01-Apr-13	714223814388
13.	Ambedkar.G	01-Apr-14	279117884085
14.	Muniraju.K	01-Apr-14	881194277939
15.	Lakshmanan.M	01-Apr-14	596888420207
16.	K.Durai Raj	01-Apr-15	842436603080
17.	Elango	01-Apr-15	863321250194
18.	N.Sekar	01-Apr-15	893096539265
19.	R.Manjunath	01-Apr-16	590363533021
20.	C.Vinoth Kumar	01-Apr-16	309953627266
21.	A.S Praveen	01-Apr-16	747873743458
22.	D.Prasanth	01-Apr-16	671419319717
23.	V.Arun Kumar	01-Oct-20	668232345275
24.	N Chandra Sekar	01-Sep-16	769874043041
25.	R.Rajesh	01-Apr-17	334903135932
26.	R.Prabhakar	01-May-17	729545780826
27.	E.Sankar Ganesh	04-Jun-18	360556400471
28.	Dhanunjaya Shetty.D	17-May-17	545407244520
29.	P.Aravindraj	01-Feb-18	431670724259
30.	V. Manjunath	02-Mar-18	646305427170
31.	C.Murali	27-Mar-18	862596141154
32.	B.Sampath	12-Apr-18	598464384133
33.	S.Vijay	05-Jul-18	600711361794
34.	B.Jayaprakash	17-Jan-19	282815652084
35.	S.Loganathan	17-Jan-19	954367514001
36.	T.Thirumoorthy	12-Apr-19	616099121538
37.	J.Mahesh Kumar	19-Apr-19	987348345418
38.	M.Murugan	01-Jul-20	943242654588
39.	R.Sathish Kumar	04-Sep-20	854895553028

Sl. No.	Name of the Identified Employees	Date of joining of the Identified Employee	AADHAR NO.
40.	V.Arunkumar	06-May-16	249503580388
41.	M.Muniraj	01-Oct-20	466495972833
42.	S.Arunkumar	01-Oct-20	474190866229
43.	C.Soundhararajan	01-Oct-20	297064318483
44.	Anandakumar.K	09-Nov-20	692820910194
45.	N.Sathyarajan	01-Apr-22	578301512340
46.	G.Suresh	01-Apr-22	629406714722
47.	M.Rajkumar	01-Apr-22	896807820319
48.	Praveen Kumar S	01-Apr-22	975856896973
49.	Padmanapan	01-Apr-22	539356289013
50.	Naveen Kumar C	21-Jul-22	291233600803
51.	N Prakash	12-Sep-22	745378044427
52.	M .Vignesh	16-Sep-22	329817912498
53.	Varun Raj.J	02-Nov-22	906511796417
54.	R Bharathraj	10-May-23	461695641656
55.	Sathish Kumar K	22-May-23	250531767834
56.	G Sabari	01-Sep-23	929643443824
57.	J Babu	01-Sep-23	273907282028
58.	M.Jinraj	20-Sep-23	937534443549
59.	R Rajagopal	20-Oct-23	480937798439
60.	K Manjunath	01-Jan-24	872134551659
61.	N Vinay Kumar	01-Jan-24	358722540331
62.	Santhosh Kumar G	01-Apr-24	803766359020
63.	Vijay R	01-Apr-24	263353333338
64.	Dhanraj S	03-Apr-24	925588469090
65.	Ajithkumar	11-Apr-24	518728939702
66.	Tamilarasan	11-Apr-24	495934380824
67.	Vijay Rajappa	09-May-24	555101043573
68.	Someshvaran	09-May-24	299642316007
69.	Jayachandiran	17-Jun-24	860642623918
70.	Ragunath M	30-Aug-23	811108538612
71.	Mukesh Kumar M	26-Jul-24	873616896403
72.	Ananth S	14-Aug-24	321301520073
73.	Vijay I	02-Sep-24	635273900656
74.	Venkatesh G	02-Sep-24	537625768998
75.	Vijay S	02-Sep-24	275358535498
76.	Iyyappan S	04-Oct-24	667317046999
77.	Devendiran	21-Oct-24	621678345246
78.	Arulpandiyan V	11-Nov-24	631788523726
79.	Amaresh	09-Dec-24	599732220725
80.	Arun Kumar T	02-Jan-25	391754483296
81.	Jagadeesh K	03-Jan-25	574337695462
82.	Balaji S	07-Feb-25	813796599563

Sl. No.	Name of the Identified Employees	Date of joining of the Identified Employee	AADHAR NO.
83.	Chethan R	07-Feb-25	896907117822
84.	Pratheep Kumar M	20-Mar-25	340575910737
85.	Dinesh S	30-Apr-25	429833238999
86.	Harish V	30-Dec-25	888128044144
87.	Nithin A	07-Jan-26	545735536088
88.	Sanjay S	19-Jan-26	221660578291
89.	Abhilash M K	13-Apr-23	363425179690
90.	Abinesh K	05-Nov-24	611668399092
91.	Ajeesh N	05-May-23	402379845975
92.	Amit Saini	01-May-19	522369807944
93.	Anand Sharma	01-Apr-18	296211942142
94.	Beda Prakash Das	01-Apr-11	466985287584
95.	Chandana B G	19-Nov-25	440416024001
96.	Chethana N S	04-Oct-21	803397899986
97.	Dhamodharprasath Venkatesan	20-Mar-24	208655104987
98.	Dharamvir Singh	01-Dec-11	575786168092
99.	Dhineshkumar P	01-Jan-26	929280383627
100.	Ernest Sam Inbaraj	01-Feb-26	211200317775
101.	Geetha D	02-Mar-23	288747770387
102.	G Vijay Kumar	01-Sep-25	578511647863
103.	Hariharan S	12-Sep-22	783576763463
104.	Harish R	01-Jan-26	680224338549
105.	Harish Rao	01-Nov-09	843367307000
106.	Hemanth K	06-Oct-25	682290425032
107.	Indhu M J	01-Jul-25	9103 9078 2429
108.	Jayanth G S	01-Aug-24	792490285401
109.	Jeevarakshaa P N	01-Jan-26	584099150778
110.	Jegan Sakthi N	01-Jan-26	736819287201
111.	J Vishnuvarthan	01-Mar-25	5350 3382 8003
112.	Karthika Ashokan	01-Mar-25	8920 6212 2141
113.	Krishnakumar S	01-Mar-25	4481 3510 9039
114.	Lakshmanan S	27-Dec-21	9174 4970 9852
115.	Madhu J N	01-Dec-20	797025434148
116.	Naveen Kumar.N	16-Aug-22	671208090233
117.	Paramesh B	01-May-19	9103 0836 8384
118.	Poorani V	01-Jan-26	229146309984
119.	Poorna M	01-Feb-23	667970715368
120.	Pradeep N	22-May-23	218094632677
121.	Prajakta Ramchandra Kulkarni	01-Jul-25	4003 6373 6145
122.	Prasanth Kumar Balasubramanian	22-Aug-22	517693035070
123.	Raj Narayan S	03-Nov-25	394439813758
124.	Ramanna B V	01-Apr-09	578572970628
125.	Ram Govinda	01-Nov-10	472183512852

Sl. No.	Name of the Identified Employees	Date of joining of the Identified Employee	AADHAR NO.
126.	Ramya Rajendran	01-Mar-25	4361 0293 2855
127.	Ravichandran	03-Jan-24	911147121048
128.	Sabarish M	26-Jul-21	807719812540
129.	Samir Ranjan Mishra	01-Apr-12	666318725833
130.	Sandeep Singh	01-Dec-11	756794703566
131.	Sanjay Prabhu Subhash	02-Sep-24	772357501798
132.	Sharumathi	01-Sep-25	706218746029
133.	Srinivasan Perumal	01-Sep-23	996210025122
134.	Srinivasan R	16-Feb-22	433555347290
135.	Swathi P	01-Jul-25	5673 4812 0204
136.	Thamilarasan K	11-Oct-21	959043375797
137.	Vignesh N	05-May-23	951146057240
138.	Vinithkumar Kannan	15-Jul-22	671073728061
139.	Akash K	01-Aug-25	472185553551
140.	Ananda K	01-Apr-15	439721025470
141.	Anand K T	01-Aug-08	553338520857
142.	Bharathi S	01-May-19	252523931755
143.	Chandrashekharayya S M	01-Aug-2000	487481058650
144.	Channakeshava B	01-Apr-04	244448865732
145.	Chethan B L	01-Jun-05	752378014001
146.	Dayanand Raj Urs H P	01-Apr-06	430706766347
147.	Dinesh N	01-Aug-08	757209414210
148.	Girish S	01-Jun-05	920204755167
149.	Hanumanthaiah H V	01-Sep-06	267499466101
150.	Harish C	01-Sep-06	780850584274
151.	Harish Kumar J	01-May-19	508477512455
152.	Kashinath Badiger	01-Sep-06	775096672367
153.	Mahadeva H M	01-Sep-06	686719101081
154.	Mahesh G N	01-Apr-04	428625479812
155.	Mahesh M	01-Sep-06	539814898962
156.	Mallikarjuna M	01-Sep-06	793189766412
157.	Manju S P	01-Apr-04	855726250620
158.	Manu H Gowda	01-Jan-26	956779989772
159.	Marulasiddappa S M	01-Oct-10	386292201583
160.	Nagesha G N	01-Sep-06	929652776851
161.	Narayana N	01-Apr-03	360540719964
162.	Naveen Kumar B G	01-May-19	581607719540
163.	Naveen M	01-Jan-26	282546918336
164.	Nithin	01-Jan-26	449923446504
165.	Pavan S	01-Apr-15	432453182122
166.	Prashanth	01-Apr-15	896387166255
167.	Rajalakshmi M	01-Sep-06	943307421967
168.	Rajesh H C	01-Sep-06	931647628126

Sl. No.	Name of the Identified Employees	Date of joining of the Identified Employee	AADHAR NO.
169.	Ramprasad H S	01-Apr-04	306411252598
170.	Rangaswamy C T	01-Apr-04	848030113889
171.	Sandhya M V	10-Oct-04	918053705749
172.	Sathish Kumar K	01-May-19	212231030073
173.	Shivakumar G J	01-Apr-04	525529021041
174.	Shwetha N	01-Sep-06	317285821164
175.	Sowmith B	01-Apr-14	815496497704
176.	Sreenivasanaika	01-Aug-15	890201535135
177.	Vaasudeva Uliyaru G	01-Apr-12	854625652315
178.	Vishal M S	25-Jul-25	740314897405

SCHEDULE E

INSURANCE POLICIES

A. Vehicle Insurance

Sl. No.	Vehicle	Vehicle number	Policy number	Insurance company name	Period
1.	KIA	KA50-MA-1927	3001/382961549/00/000	ICICI Lombard	01.03.2026 to 28.02.2027
2.	TATA Harrier	KA41-MD-6198	3001/380474095/01/000	ICICI Lombard	17.02.2026 to 16.02.2027
3.	Maruti XL6	KA51-MV-2593	OG-26-1701-1870-00003801	Bajaj Allianz	Standalone Own Damage Cover 28.09.2025 to 27.09.2026
			3001/MI-13281592/00/000		Third Party Liability Policy 21.09.2023 to 20.09.2026
4.	TVS Jupiter - 125	KA02-KL-6513	OG-26-1701-1871-00060609	Bajaj General	Standalone Own Damage Cover 14.01.2026 to 13.01.2027
			OG-24-1701-1871-00060025		Third Party Liability Policy 03.01.2022 to 02.01.2027
5.	TVS Jupiter - 125	KA02-LA-6031	OG-26-1701-1871-00033323	Bajaj Allianz	Standalone Own Damage Cover 20.08.2025 to 19.08.2026
			3780950106		Third Party Liability Policy 20.08.2024 to 19.08.2029
6.	TVS Jupiter - 125	KA02-LA-6032	OG-26-1701-1871-00033314	Bajaj Allianz	Standalone Own Damage Cover 20.08.2025 to 19.08.2026
			3780950087		Third Party Liability Policy 20.08.2024 to 19.08.2029

Sl. No.	Vehicle	Vehicle number	Policy number	Insurance company name	Period
7.	TVS Jupiter	KA02-JX-7610	OG-26-1701-1802-00220440	Bajaj General	20.11.2025 to 19.11.2026
8.	TVS Jupiter	KA02-JX-7692	OG-26-1701-1802-00220441	Bajaj General	20.11.2025 to 19.11.2026
9.	TVS N Torq	KA02-KN-4954	OG-26-9906-1871-00021626	Bajaj Allianz	Standalone Own Damage Cover 25.06.2025 to 24.06.2026
			OG-25-9906-1871-00014941		Third Party Liability Policy 04.06.2022 to 03.06.2027
10.	TVS I Quibe	KA02-KX-8544	OG-26-1701-1871-00071464	Bajaj Allianz	Own Damage Standalone Cover — 09.03.2026 to 08.03.2027
					Third Party Liability Policy — 09.03.2024 to 08.03.2029
11.	TVS I Quibe	KA02-KM-9900	OG-25-1701-1871-00068096	Bajaj General	Standalone Own Damage Cover 13.02.2026 to 12.02.2027
			OG-25-1701-1871-00050245		Third Party Liability Policy 27.04.2022 to 26.04.2027
12.	Hero Vida	KA02-KS-2963	OG-26-1701-1871-00071465	Bajaj Allianz	Own Damage Standalone Cover — 10.03.2026 to 09.03.2027
					Third Party Liability Policy — 10.03.2023 to 09.03.2028
13.	Honda Activa EV	KA02-LF-6283	D209956165/27062025	Go-Digit	27.06.2025 to 26.06.2026
14.	Ertiga	KA09-MA-2028	OG-26-1701-1801-00004270	Bajaj Allianz	26.05.2025 to 25.05.2026

Sl. No.	Vehicle	Vehicle number	Policy number	Insurance company name	Period
15.	M&M KUV 100	KA05-MT-5041	3001/395377332/00/000	ICICI Lombard	08.06.2025 to 07.06.2026
16.	TVS XL 100	KA09-JD-6742	3005/O/403089945/00/000	ICICI Lombard	21.08.2025 to 20.08.2026
17.	Ertiga VXI CNG	KA01-NA-2359	3001/O/403091841/00/000	ICICI Lombard	22.08.2025 to 21.08.2026
18.	Hero Duet	KA09-HG-3827	3361/60589288/000/00	Cholamandalam	25.01.2026 to 24.01.2027
19.	TVS Jupiter ZX	KA09-HG-3483	3361/60589290/000/00	Cholamandalam	16.01.2026 to 15.01.2027
20.	TVS Jupiter ZX	KA09-HG-3526	3361/60589292/000/00	Cholamandalam	21.01.2026 to 20.01.2027
21.	TVS Jupiter Classic	KA09-HQ-4239	2301 2082 1083 7900 000	HDFC Ergo	13.02.2026 to 12.02.2027
22.	XL6 - ALPHA - AT	HR26-FA-8322	3001/O/M1-15341219/00/000	ICICI Lombard	30.03.2026 to 29.03.2027
23.	Maruti Wagon R VXI	HR26-FD-7676	OG-26-9910-1870-00058341	Bajaj Allianz	20.07.2025 to 19.07.2026

B. Other Insurance

Sl. No.	Type of insurance	Units	Policy number	Insurance company name	Period
1.	Burglary Insurance (Factory & Stock Insurance)	1. Multilink India SUKI Farm at Sy No. 84, Chikkelur Grama, Tavarekere Taluk, Bangalore 560074. 2. Plot No. 88, situated in Sector-4, IMT Manesar, District Gurgaon, Haryana. 3. Survey Nos. 817/1, 847, 807/2A, 808/2B, and 816 of Kundhumaranapalli Village, Denkanikottai Taluk, Krishnagiri District Hosur – 635113. 4. #309, Hebbal Industrial	4002/425813934/00/000	ICICI Lombard General Insurance Company Ltd.	19.01.2026 - 18.01.2027

Sl. No.	Type of insurance	Units	Policy number	Insurance company name	Period
		Area, Mysore - 570016.			
2.	Standard Fire And Special Perils Insurance Policy (Factory & Stock Insurance)	1. Multilink India SUKI Farm at Sy No. 84, Chikkelur Grama, Tavarekere Taluk, Bangalore 560074. 2. Plot No. 88, situated in Sector-4, IMT Manesar, District Gurgaon, Haryana. 3. Survey Nos. 817/1, 847, 807/2A, 808/2B, and 816 of Kundhumaranapalli Village, Denkanikottai Taluk, Krishnagiri District Hosur – 635113. 4. #309, Hebbal Industrial Area, Mysore - 570016.	1001/425813803/00/000	ICICI Lombard General Insurance Company Ltd.	19.01.2026 - 18.01.2027
3.	Marine Insurance Policy	Survey Nos. 817/1, 847, 807/2A, 808/2B, and 816 of Kundhumaranapalli Village, Denkanikottai Taluk, Krishnagiri District Hosur – 635113.	0865093931	TATA AIG Insurance	27.09.2025 - 26.09.2026
4.	Health Insurance - (Employees)	5. Multilink India SUKI Farm at Sy No. 84, Chikkelur Grama, Tavarekere Taluk, Bangalore 560074. 6. Plot No. 88, situated in Sector-4, IMT Manesar,	OG-26-1701-8403-00000181	Bajaj Allianz General Insurance Company Ltd.	16.07.2025 - 15.07.2026

Sl. No.	Type of insurance	Units	Policy number	Insurance company name	Period
		District Gurgaon, Haryana. 7. #309, Hebbal Industrial Area, Mysore - 570016.			
5.	Health Insurance - (Employees)	Survey Nos. 817/1, 847, 807/2A, 808/2B, and 816 of Kundhumaranapalli Village, Denkanikottai Taluk, Krishnagiri District Hosur – 635113.	12-8604-0000000076-00	Bajaj Allianz General Insurance Company Ltd.	26.07.2025 - 25.07.2026
6.	Marine Insurance Policy	#309, Hebbal Industrial Area, Mysore - 570016.	0865095340	TATA AIG Insurance	17-2-26 TO 16-2-27

SCHEDULE F

INTELLECTUAL PROPERTY

Sl. No.	Type of intellectual property	Particulars	Registration number/ Application number
1.	Patent (Field of invention – Physics)	An apparatus and a method for determining a level of fuel in a reservoir.	201841022707
2.	Design (class 13-02)	USB charger for automobile.	320749-001
3.	Trademark	‘Multilink’	Registration expired
4.	Domain Name	multilinkindia.co.in	—

SCHEDULE G

DETAILS OF LOANS

Sl. No.	Name of the Lender	Date of borrowing	Duration of Loan (including last date of repayment)	Purpose of Loan	Amount of Loan (INR)	Repaid amount (INR)	Balance amount to be repaid (INR) AS ON 28-2-2026
1.	State Bank of India	25.02.2022	01-02-2027	GECL	1,80,00,000	1,20,00,000	60,00,000
2.	ICICI Bank	17-08-2024	16-8-2029	CORPORATE LOAN	11,00,00,000	3,30,00,000	7,70,00,000
3.	ICICI Bank	—	Each individual loan is for a term of 5 (Five) years from the respective starting dates.	The Seller has taken multiple loans from the ICIC bank towards capital goods.	7,86,51,947	2,87,92,636	4,98,59,311

SCHEDULE H

DETAILS OF CAPITAL WORK IN PROGRESS

Sl. No.	Type of Capital Work In Progress	Description of Capital Work In Progress	Quantity (if applicable)
1.	Capital Equipment	EOL Test Rig -N282	1
2.	Capital Equipment	Autoprogrammer-U368 & U324C	1
3.	Capital Equipment	EOL Test Rig -U347	1
4.	Capital Equipment	OVEN (Interlocking)-ALL	2
5.	Capital Equipment	EOL Test Rig -AAZE	1
6.	Capital Equipment	EOL Test Rig -U812	1
7.	Capital Equipment	POTTING MACHINE - SHIMO 9S - H43S-N360	1
8.	Capital Equipment	POTTING MACHINE ER6007FR-ALL	1
9.	Capital Equipment	Packing Trays (W/O Partition)-ALL	400
10.	Capital Equipment	Packing Trays (With Partition)-ALL	300
11.	Capital Equipment	EMS 2ND LINE LAYOUT	15

SCHEDULE I

DETAILS OF CURRENT ASSETS

Sl. No.	Type of Current Asset (inventory/ prepaid expense/ receivables, etc.)	Amount) INR in Lakh (As on 28-2-26)
1	Inventory	6027.89
2	Receivables	6737.79
3	Deposits	50.09
4	Loan and Advances	689.34

SCHEDULE J

UNDERTAKING CONTRACTS

Sl. No.	**Name of the counterparty**	**Name of the contract**	**Date of the agreement**
1.	Classic Legends Private Limited	Amendment agreement to Tooling agreement	January 25, 2022
2.	Classic Legends Private Limited	Principal Tooling Agreement	August 27, 2019
3.	Eicher Motors Limited	Amendment agreement	October 21, 2024
4.	Eicher Motors Limited	Addendum to Warranty Agreement	May 22, 2021
5.	Eicher Motors Limited	Principal Agreement	December 27, 2018
6.	Brembo Brake India Private Limited	General terms and conditions of purchase direct materials and services	—
7.	Hero MotoCorp Limited	Letter agreement	June 07, 2012
8.	India Kawasaki Motors Private Limited	Mutual non-disclosure agreement	September 19, 2024
9.	Greaves Electric Mobility Limited	General purchase agreement	February 25, 2025
10.	River Mobility Private Limited	General purchase agreement	October 14, 2025
11.	Suzuki Motorcycle India Private Limited	Basic purchase agreement	October 04, 2016
12.	TVS Motor Company Limited	General agreement for purchase of goods	August 17, 2021
13.	Honda Motorcyle and Scooter Pvt. Ltd.	General Purchase Agreement	April 1, 2015
14.	JL Engineering Industries	General Purchase Agreement	May 27, 2025
15.	KKR Wiring Harness	General Purchase Agreement	May 24, 2025
16.	Narayana Auto Polymers LLP	General Purchase Agreement	May 22, 2025

Sl. No.	Name of the counterparty	Name of the contract	Date of the agreement
17.	Sai Fasteners	General Purchase Agreement	May 22, 2025
18.	SRP Synthetic Rubber Products	General Purchase Agreement	May 21, 2025

SCHEDULE K

UNDERTAKING LICENSES

Sl. No.	Description of Undertaking License	Issuing authority	Date of issuance of the Undertaking License	Validity Period (if applicable)
1.	Factory Licence	Labour department Haryana	25.06.2023	31.12.2027
2.	Certificate of Registration	Labour Commissioner Haryana	22.08.2017	Life Time
3.	Pollution	HSPCB (Haryana State Pollution Control Board)	29.11.2017	Life Time
4.	Factory licence	Karnataka factory boiler and steam dep	01.01.2025	01.01.25 to 31.12.27
5.	Pollution	Karnataka state pollution control board	23.1.2018	life time
6.	Labour licence	Department of Labour (Karnataka)	1.4.26	01.4.26 to 31.03.27
7.	Factory Licence	Government of Tamil Nadu	18.12.2025	31.12.2026
8.	Lifting Machines & Lifting Tackles	Government of Tamil Nadu	19.12.2024	18.12.2026
9.	Building stability	Government of Tamil Nadu	30.10.2023	29.10.2026
10.	Panchayat Licence	Panchayat Union Commissioner	01.03.2026	31.03.2027
11.	Pollution -Air & Water	Tamil Nadu Pollution Control Board	14.11.2017	31.03.2027
12.	FSSAI	STATE LICENCE	5.11.2024	5.11.2026

SCHEDULE L

FORM OF CP CONFIRMATION CERTIFICATE

To,

[●]

E-mail: [●]

Attention: [●]

Subject: CP Confirmation Certificate under Business Transfer Agreement

Sir(s) / Madam(s),

We refer to the business transfer agreement dated [•] ("**Agreement**") entered into between Dhoot Automotive Systems Private Limited ("**Purchaser**"), M/S Multilink ("**Seller**"), the Partners named thereunder and certain other persons ("**Agreement**"). Unless otherwise defined herein, capitalized words and expression used in this certificate have the same meaning given to them under the Agreement.

In terms of Clause 5.6 of the Agreement, the Seller and each of the Partners confirm and certify that:

1. [*To be inserted*];

2. All Conditions Precedent (other than the Conditions Precedent that have been waived in accordance with the terms of the Agreement) as set out in the Agreement have been fulfilled, and the documents evidencing such fulfilment are enclosed to this CP Confirmation Certificate.

The provisions of Clause 17.2 (*Governing Law, Jurisdiction and Dispute Resolution*) and Clause 17.4 (*Notices*) of the Agreement shall apply *mutatis mutandis* to this certificate.

Signed and delivered for and on behalf of:

M/S Multilink

By : ______________________________
Name : ______________________________
Designation : ______________________________

For and on behalf of the Partners

____

SCHEDULE M

FORM OF CP ACCEPTANCE NOTICE

[*insert date*]

To: [●]

[●]

Subject: Acceptance of the CP Confirmation Certificate under the Business Transfer Agreement

Sir(s) / Madam(s),

We refer to the business transfer agreement dated [•] ("**Agreement**") entered into between Dhoot Automotive Systems Private Limited ("**Purchaser**"), M/S Multilink ("**Seller**"), the Partners named thereunder and certain other persons ("**Agreement**"). Unless otherwise defined herein, capitalized words and expression used in this certificate have the same meaning given to them under the Agreement.

We have received the CP Confirmation Certificate dated [●] on [●], together with the documents enclosed thereto evidencing satisfaction and completion of the Conditions Precedent set out in Clause 5 of the Agreement.

Based on our review of the documents annexed to the CP Confirmation Certificate, we hereby confirm, as required under Clause 5.7 of the Agreement, that the Conditions Precedent (other than the Conditions Precedent that have been waived in accordance with the terms of the Agreement) set out in 5 of the Agreement have been duly satisfied by the Seller and the Partners, in accordance with the terms of the Agreement.

For and on behalf of **Dhoot Automotive Systems Private Limited**

____

Authorized Signatory

SCHEDULE N

FORM OF CLOSING DATE CONFIRMATION CERTIFICATE

Date: [●]

To:
[*the Purchaser*]
[*Address*]

Re: Closing Date Confirmation with respect to the Business Transfer Agreement

Sir(s) / Madam(s),

We refer to the business transfer agreement dated [•] ("**Agreement**") entered into between Dhoot Automotive Systems Private Limited ("**Purchaser**"), M/S Multilink ("**Seller**"), the Partners named thereunder and certain other persons ("**Agreement**"). Unless otherwise defined herein, capitalized words and expression used in this certificate have the same meaning given to them under the Agreement.

Pursuant to Clause 7.2 of the Agreement, the Seller and the Partners confirm and certify that:

1. There has been no material breach by the Seller and the Partners of the Agreement and any other Transaction Documents.

2. Subject to the Disclosures made under the Disclosure Letter and the Updated Disclosure Letter, each of the Seller Warranties are true, correct, and not misleading as on the Closing Date.

3. Nothing has arisen or occurred after the Execution Date which has or may reasonably be expected to have a Material Adverse Effect.

The provisions of Clause 17.2 (*Governing Law, Jurisdiction and Dispute Resolution*) and Clause 17.4 (*Notices*) of the Agreement shall apply *mutatis mutandis* to this certificate.

Signed and delivered for and on behalf of:

M/S Multilink

By : ______________________________
Name : ______________________________
Designation : ______________________________

For and on behalf of the Partners

SCHEDULE O

SPECIFIC INDEMNITY MATTERS

Any Losses arising out of, resulting from or in connection with the following:

1. Failure to obtain (a) fire no objection certificate in relation to Plot No. 309, situated in the Hebbal Industrial Area, comprised in the Freehold Land located in Mysore, Karnataka under the National Building Code, 2016, Karnataka Fire Force Act, 1964, and the notification issued thereunder on July 7, 2011; and (b) fire license in relation to the Freehold Land located in Hosur, Tamil Nadu, under the National Building Code, 2016, the Tamil Nadu Fire And Rescue Services Act, 2025, and the Tamil Nadu Combined Development and Building Rules, 2019.

2. Failure to obtain authorizations under Rule 6 of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 with respect to handling, generation, collection, storage, packaging, transportation, use, treatment, processing, recycling, recovery, pre-processing, coprocessing, utilisation, offering for sale, transfer or disposal of the hazardous and other wastes.

3. Any material non-compliance with all applicable employee related Applicable Laws (as amended from time to time), including, the Contract Labour (Regulation and Abolition) Act, 1970 the Occupational Safety, Health and Working Conditions Code, 2020, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, the Code on Social Security, 2020, the Minimum Wages Act, 1948, the Code on Wages, 2019 and the Factories Act, 1948.

4. Any accrued and/or invoiced supplementary invoices outstanding as at Closing Date, if payments under such invoices are not recovered within 12 (twelve) months from the Closing Date and such accrued and/or invoiced supplementary invoices are written off or provisioned in the books of the Purchaser.

5. Any action by a Governmental Authority in connection with or in relation to any of the Freehold Lands being leased to the Purchaser under the Lease Agreements, which affect the operation of the Business and/or Undertaking by the Purchaser, due to: (a) failure of the Seller to obtain occupancy certificates in relation to the Business; (b) non-payment of property Taxes as per Applicable Law with respect to the Freehold Land located in Hosur, Karnataka; and (c) any unauthorized constructions on the Freehold Land located in Mysore, Karnataka.

6. Usage of the term ‘Multilink’ in any manner post the Closing Date: (a) by the Seller, until the Seller fulfils its obligations set out under Clause 4.7 of the Agreement; and/or (b) by AMPL, (other than in the manner set out in this Agreement and the IP Assignment Deed).

SCHEDULE P

PART I – ADVANCE CONDITIONS

1. The Seller shall have received written confirmation (by way of email or letter) from Customers (including Top Key Customers) accounting for at least 80% (eighty percent) of the Seller's revenue for the financial year 2025–26, consenting to the assignment or transfer of their respective business arrangements with the Seller, in relation to the Business, to the Purchaser as part of the Transfer of the Undertaking, with effect from the Closing.

2. The Seller shall have received written confirmation (by way of email or letter) from Other Vendors accounting for at least 30% (thirty percent) of the Seller's total Other Vendor costs for the financial year 2025–26, consenting to the assignment or transfer of their respective business arrangements with the Seller, in relation to the Business, to the Purchaser as part of the Transfer of the Undertaking, with effect from the Closing.

3. The Seller shall have obtained executed Employment Agreements from the Identified Employees representing at least 80% (eighty percent) of the total Identified Employees.

4. The Seller shall have obtained received written consents (by way of email or letter) from Contract Labourer Vendors who supply contract labourers and security services personnel constituting 80% (eighty percent) of the total contract labourers and security services personnel engaged by the Seller.

PART II – CONDITIONS PRECEDENT

1. The Fundamental Warranties being true, correct, and not misleading in any respect on each of the Execution Date and the Closing Date;

2. Subject to the Disclosures made under the Disclosure Letter and the Updated Disclosure Letter, the Business Warranties being true, correct, and not misleading as on the Execution Date and the Closing Date in all material respects;

3. There shall have been no Material Adverse Effect between the Execution Date and the Closing Date;

4. The Seller shall have delivered to the Purchaser drafts of the Section 499 Report and Section 81 Report;

5. The Seller shall have delivered the Purchaser the draft of the Valuation Report;

6. The Seller and the Partners shall have procured that each of the lenders of the Seller, including ICICI Bank Limited, who have any Encumbrance over any of the Business Assets: (a) (i) provide written consents for lease of the relevant Freehold Land to be leased to the Purchaser under each of the Lease Agreements (as applicable), in accordance with the terms of the relevant underlying documents, including the Seller ICICI Facility Documents and the ICICI Home Loan Facility Documents; and (ii) release all Encumbrances over the Business Assets; or (b) issue a no-dues certificate in relation to the Borrowings obtained by the Seller and/or the Partners from such lenders, including ICICI Bank Ltd., pursuant to which any Encumbrance

has been created over any of the Business Assets and/or the relevant Freehold Land to be leased to the Purchaser under each of the Lease Agreements (as applicable).

7. The Seller having executed assignment/novation deeds for transferring the Seller's interest in the Undertaking Contracts with each of the Top Key Customers, to the Purchaser, effective on and from the Closing Date;

8. The Seller shall have received written confirmation (by way of email or letter) from Other Vendors accounting for at least 80% (eighty percent) of the Seller's total Other Vendor costs for the financial year 2025–26, consenting to the assignment or transfer of their respective business arrangements with the Seller, in relation to the Business, to the Purchaser as part of the Transfer of the Undertaking, effective on and from the Closing Date.

9. The IP Assignment Deed being in Agreed Form;

10. The Seller and the Purchaser shall have executed the Lease Agreements; and

11. The Seller shall have issued intimation (in writing), as applicable, to each of the insurers for the transfer and assignment of each of the Insurance Policies to the Purchaser.

12. The Seller shall have filed a fresh application for: (a) claiming use of the "MULTILINK" device; and (b) 'Multilink' trademark, in respect of all classes relevant to the Undertaking and/or the Business, with a request for expedited examination in respect of such applications.

SCHEDULE Q

CLOSING BALANCE SHEET ADJUSTMENT NOTICE

1. As promptly as practicable following the Closing Date and in any event within 90 (ninety)Business Days after the Closing Date, the Purchaser shall, or shall procure that its accountants shall, prepare and deliver to the Seller and the Partners a draft written notice prepared in accordance with **Schedule Q** (*Closing Balance Sheet Adjustment Notice*) and **Schedule R** (*Illustrations for Adjustments*) (the "**Adjustment Notice**") containing:

    (a) the Purchaser's calculation of the Closing Working Capital, together with reasonable supporting schedules, explanations, working papers and detailed calculations sufficient to enable the Seller and the Partners to review and verify such calculations; and

    (b) the Purchaser's calculation of the Indebtedness, together with reasonable supporting schedules, explanations, working papers and detailed calculations sufficient to enable the Seller and the Partners to review and verify such calculations.

2. Where more than one adjustment arises from the same or similar subject matter, facts, events or circumstances, those adjustments may be aggregated and shall together be treated as an individual adjustment for this purpose, and shall not be double counted.

3. In preparing the Adjustment Notice, the items and amounts to be included in the calculation of Closing Working Capital and Indebtedness for the purposes of the Adjustment Notice shall be identified by applying the relevant definition in this Agreement and in accordance with the Accounting Standards and following the format set out in the worked example contained **Schedule R** (*Illustrations for Adjustments*).

4. Within 30 (thirty) Business Days after receipt of the draft Adjustment Notice, the Seller and the Partners shall deliver to the Purchaser a written response in which the Seller and the Partners shall either:

    (a) agree in writing with the draft Adjustment Notice; or

    (b) dispute the Adjustment Notice by delivering to the Purchaser a written notice (a "**Dispute Notice**") setting forth reasons for such non-acceptance of the draft Adjustment Notice and specifying the adjustments which in the Seller's and Partners' opinion should be made to the draft Adjustment Notice.

5. If the Seller and the Partners serve a Dispute Notice in accordance with Paragraph 4(b) of this **Schedule Q** (*Closing Balance Sheet Adjustment Notice*), the Seller and the Partners on one hand, and the Purchaser on the other hand, shall use all reasonable efforts to meet and discuss the objections of the Seller and the Partners required to be made to the draft Adjustment Notice, within 15 (fifteen) Business Days after receipt of the Dispute Notice by the Purchaser.

6. If the Seller and the Partners are satisfied with the draft Adjustment Notice (either as originally submitted, as communicated by the Seller and the Partners to the Purchaser in writing, or after adjustments agreed in writing between the Purchaser and the Seller/ Partners, or if the Seller/ Partners fail to give a Dispute Notice within the 30 (thirty) Business Day period referred to

above, then the draft Adjustment Notice (incorporating any agreed adjustments) shall constitute the Adjustment Notice for the purposes of this Agreement.

7. If the Purchaser and the Seller/ Partners do not reach agreement within 15 (fifteen) Business Days of receipt by the Purchaser of a Dispute Notice, then the matters in dispute shall be referred for determination by a reputed chartered accountant, as agreed between the Seller and the Purchaser (the "**Firm**"), which determination shall be made in accordance with the Accounting Standards. The Firm shall be requested to make its decision within 20 (twenty) Business Days (or such later date as the Purchaser, the Seller and the Firm may agree in writing) of confirmation and acknowledgement by the Firm of its appointment. The following provisions shall apply once the Firm has been appointed:

   (a) the Purchaser and the Seller/ Partners shall each prepare a written statement within 5 (five) Business Days of the Firm's appointment on the matters in dispute which (together with the relevant supporting documents) shall be submitted to the Firm for determination and copied at the same time to the other Party(ies); following delivery of their respective submissions, the Purchaser and the Seller/ Partners shall each have the opportunity to comment once only on the other's submission by written comment delivered to the Firm not later than 5 (five) Business Days after receipt of the other's submission and, thereafter, neither of the Purchaser nor the Seller/ Partners shall be entitled to make further statements or submissions except insofar as the Firm so requests (in which case it shall, on each occasion, give the other party (unless otherwise directed) 10 (ten) Business Days to respond to any statements or submission so made);

   (b) in giving its determination, the Firm shall state what adjustments (if any) are necessary, solely for the purposes of this Agreement, to the draft Adjustment Notice only in respect of the matters in dispute and to determine finally the Adjustment Notice; and

   (c) the Firm shall act as an expert (and not as an arbitrator) in making its determination which shall, in the absence of manifest error, be final and binding on the Parties and, without prejudice to any other rights they may respectively have under this Agreement, the Parties expressly waive, to the extent permitted by Applicable Law, any rights of recourse they may otherwise have to challenge it.

8. Each Party shall give such co-operation and assistance to the Firm as it may reasonably require in relation to the matters in dispute. Failure by either disputing Party to provide any information or access requested by the Firm within 5 (five) Business Days shall not by itself result in any adverse determination against any Party, and the Firm shall make a decision based on available information, documents and material.

9. Each Party shall be responsible for its own costs in connection with the preparation, review and agreement or determination of the Adjustment Notice. The fees and expenses of the Firm shall be borne by the Purchaser.

10. To enable the Seller/ Partners to meet their obligations of this **Schedule Q** (*Closing Balance Sheet Adjustment Notice*), the Purchaser shall provide to the Seller/ Partners and their accountants reasonable and timely access, during normal business hours and subject to confidentiality undertakings, solely to such books and records as are directly relevant to the disputed calculations; *provided that* the Seller and/or the Partners shall not contact or

communicate with any employees, customers or suppliers of the Business without the Purchaser's prior written consent.

11. When the Adjustment Notice has been agreed or determined in accordance with the preceding paragraphs, then the amounts shown in the Adjustment Notice as the Closing Working Capital and Indebtedness for the Business shall be final and binding for the purposes of this Agreement.

SCHEDULE R

ILLUSTRATION FOR ADJUSTMENTS

Indicative Symbol	**Particulars**	**INR (in crores)**
A	BTA Consideration	472.00
B	Advance Consideration	188.80
C	Estimated Working Capital	80.00
D	Target Working Capital	76.76
E = C – D	Working capital adjustment	3.24
	Income Tax payables (net of tax deducted at source receivables and income tax refunds available to the Seller for any period prior to Closing Date, in each case recoverable and not disputed by the relevant Tax Authority)	0
	Stretched trade payables and other liabilities aged more than 180 (one hundred and eighty) days	0
	Capital creditors (net of capital advances aged less than 180 (one hundred and eighty) days)	0
	Obligation under customers bill discounting arrangement	0
	Stretched customer advances aged more than 90 (ninety) days	0
	Stretched statutory dues aged more than 30 (thirty) days	0
F	Indebtedness	0
G = A + E - F	Updated BTA Consideration	475.24
H = 85% of G	85% of Updated BTA Consideration	403.96
I = H – B	Closing Consideration	215.16
J	Holdback Amount	10.00
K = G – B – I – J	Balance Consideration	61.29
	True up/ Release of Holdback Amount	
A	BTA Consideration	472.00
L	Closing Working Capital	81.00
D	Target Working Capital	76.76
M = L – M	Working capital adjustment	4.24
	Income Tax payables (net of tax deducted at source receivables and income tax refunds available to the Seller for any period prior to Closing Date, in each case recoverable and not disputed by the relevant Tax Authority)	0
	Stretched trade payables and other liabilities aged more than 180 (one hundred and eighty) days	0
	Capital creditors (net of capital advances aged less than 180 (one hundred and eighty) days)	0
	Obligation under customers bill discounting arrangement	0
	Stretched customer advances aged more than 90 (ninety) days	0
	Stretched statutory dues aged more than 30 (thirty) days	0
N	Indebtedness	0
O = A + M – N	Final BTA Consideration	476.24
J	Holdback Amount	10.00

Indicative Symbol	Particulars	INR (in crores)
P = J + O - G	Release of Holdback Amount	11.00

The above illustration payments are before escrow interest.

Illustration for Working Capital

			Amounts in INR million
		31-Mar-24	31-Mar-25
Reported net working capital ("RNWC")		**446.3**	**423.8**
Proposed adjustments to RNWC			
1	Aged inventories related adjustment	(16.0)	(25.5)
2	Carve out receivables	(0.1)	(0.0)
3	Revenue cut off adjustments	(9.5)	(9.8)
4	Inventory cut off adjustments	7.5	7.8
5	Period adjustment of supplementary invoices	32.2	35.6
6	Grossing up of trade receivables	113.9	119.3
7	Stretched creditors	3.3	1.9
8	Capital creditors	6.6	6.8
9	Income tax balances	14.5	37.8
10	Loans and advances	(3.9)	(2.4)
11	Receivable towards rent income	(2.0)	(4.0)
Total quantifiable adjustments to RNWC		**146.7**	**167.6**
Adjusted NWC (to the extent quantifiable) ("ANWC")		**593.0**	**591.4**
Adjusted net working capital days		**63**	**59**
Minimum working capital to be maintained in the business			**768**
Estimated Q4FY26 revenue			1,132.5

Illustration for Indebtedness

	Heads	**30-Sep-25 (Amounts in INR Million)**
1	Income tax payables (net of tax deducted at source receivables and income tax refunds available to the Seller for any period prior to Closing Date, in each case recoverable and not disputed by the relevant Tax Authority)	45.7
2	Stretched trade payables and other liabilities aged more than 180 days	0.7
3	Capital creditors (net of capital advances aged less than 180 days)	1.6
4	Obligation under customers bill discounting arrangement	82.3
5	Stretched customer advances aged more than 90 (ninety) days	-
6	Stretched statutory dues aged more than 30 days	-
Total indebtedness		**130.4**

SCHEDULE S

DESCRIPTION OF FREEHOLD LAND

Sl. No.	Description of the Freehold Land and immovable assets
1.	Survey Nos. 817/1, 847, 807/2A, 808/2B, and 816 situated at Kundhumaranapalli Village, Denkanikottai Taluk, Krishnagiri District, Hosur – 635113 admeasuring 15,647 (Fifteen Thousand Six Hundred and Forty Secen) square meters and excluding (a) open space admeasuring 24,385 (Twenty Four Thousand Three Hundred and Eighty Five) square meters; (b) common area comprising of (i) canteen admeasuring 468 (Four Hundred and Sixty Eight) square meters, (ii) guest house 1 admeasuring 113 (One Hundred and Thirteen) square meters, (iii) guest house 2 admeasuring 167 (One Hundred and Sixty Seven) square meters, (iv) rest room admeasuring 153 (One Hundred and Fifty Three) square meters, (v) civil worker quarters admeasuring 122 (One Hundred and Twenty Two) square meters, and (vi) guest house 2 admeasuring 32 (Thirty Two) square meters.
2.	#309, Hebbal Industrial Area, Mysore - 570016 admeasuring 6,224.96 (Six Thousand Two Hundred and Twenty Four Point Nine Six) square meters and excluding open space admeasuring 6,166 (Six Thousand One Hundred and Sixty Six) square meters.

SCHEDULE T

PERMISSIBLE ENCUMBRANCES

[This schedule is intentionally left blank]

SCHEDULE U

LIST OF EXCLUDED ASSETS

PART A

Sl. No.	Description of the property
1.	Jaguar Land Rover Defender and registration number KA02MS2269.
2.	Toyota Camry Hybrid and registration number KA04MW6553.
3.	TVS X and registration number KA05QH8549.
4.	INNOVA Crysta and registration number KA02ML4978.
5.	All diesel generators and air conditioners installed in the Freehold Land.
6.	Property located at Survey Nos. 817/1, 847, 807/2A, 808/2B, and 816 situated at Kundhumaranapalli Village, Denkanikottai Taluk, Krishnagiri District Hosur – 635113.
7.	Property located at #309, Hebbal Industrial Area, Mysore - 570016.
8.	Property located at Plot No. 88, situated in Sector-4, IMT Manesar, District Gurgaon, Haryana.
9.	Property located at Sy No. 84, Chikkelur Grama, Tavarekere Taluk, Bangalore 560074.
10.	The sim cards bearing the following phone numbers: (a) 9845004010 (b) 9845004011 (c) 9845004012 (d) 9845739101 (e) 9845004015
11.	Tata internet connection at Sy No. 84, Chikkelur Grama, Tavarekere Taluk, Bangalore 560074.

PART B

Sl. No.	Description of the property
1.	Apartment located at #4292,29th Floor,Block-3C/Tower-4,ONE BANGALORE WEST.

SCHEDULE V

LIST OF RELATED PARTY TRANSACTIONS

PART A

Sl. No.	Name of the related party	Details of the transaction with the related party	Ongoing/ Terminated
1.	iWORKZ AUTOMOTIVE PVT. LTD.	The Seller has provided 2 molding machinery and certain tools to the related party.	Ongoing
2.	MACUREX SENSORS PVT. LTD.	The Seller has provided certain tools (in its custody from its customers) to the related party.	Ongoing
3.	M ATOM LLP	The related party has leased the Seller's property: 817/847, Kundumaranapalli Village, Denkanikottai Taluk, Krishnagiri District,Tamil Nadu-635113 (Rented area: 9474.6 SQFT).	Ongoing
4.	Asahidenso Multilink Private Limited	1. The related party supplies a switch for 3W application to the Seller. The Seller in turn supplies to TVSM the end customer of the related party. Multilink is just acting as a medium for this transaction, acting under the direction of TVSM. 2. The related party has leased a portion of the Seller's property: Plot No. 88, situated in Sector-4, IMT Manesar, District Gurgaon, Haryana.	Ongoing
5.	Megasphere	The related party acts as a consolidation center of imported goods for the Seller.	Ongoing

PART B

Sl. No.	Name of the related party	Details of the transaction with the related party	Ongoing/ Terminated
1.	iWORKZ AUTOMOTIVE PVT. LTD.	The Seller has provided 2 molding machinery and certain tools to the related party.	Ongoing

Sl. No.	Name of the related party	Details of the transaction with the related party	Ongoing/ Terminated
2.	MACUREX SENSORS PVT. LTD.	The Seller has provided certain tools (in its custody from its customers) to the related party.	Ongoing
3.	M ATOM LLP	The related party has leased the Seller's property: 817/847, Kundumaranapalli Village, Denkanikottai Taluk, Krishnagiri District,Tamil Nadu-635113 (Rented area: 9474.6 SQFT).	Ongoing
4.	Asahidenso Multilink Private Limited	1. The related party supplies a switch for 3W application to the Seller. The Seller in turn supplies to TVSM the end customer of the related party. Multilink is just acting as a medium for this transaction, acting under the direction of TVSM. 2. The related party has leased a portion of the Seller's property: Plot No. 88, situated in Sector-4, IMT Manesar, District Gurgaon, Haryana.	Ongoing
5.	Megasphere	The related party acts as a consolidation center of imported goods for the Seller.	Ongoing

SCHEDULE W

SCOPE OF TRANSITION SERVICES

Sr. No.	Services
1.	*Technical know-how and operations*: (a) Provide training, knowledge transfer and transitional support in relation to the technical and operational aspects of the Seller's manufacturing processes, including moulding, surface-mount technology, automated optical inspection, manual soldering, pad printing, and assembly operations (including riveting, caulking and ultrasonic welding), as well as production methodologies, technical specifications, formulations/designs, etc. (including but not limited to transfer of standard operating procedures, process manuals, certifications received). (b) Facilitate transfer of all design and development of intellectual property, documentation and data for all products already developed, or currently being developed by the Seller either by internal R&D or external vendor. (c) Attend monthly management meetings with the Purchaser to monitor business performance and provide guidance to the Purchaser. (d) Assist with warehousing and management of raw materials and inventory until the Purchaser takes complete physical possession of such items. (e) Provide knowledge transfer regarding quality control processes, testing protocols and historical failure analysis.
2.	*Customer/vendor related services*: (a) Facilitation of background briefings, introductions, communications, and transitional support between the Purchaser and relevant representatives of customers and vendors for purposes of business continuity and transition-related communications. (b) Assist with all open warranty claims, testing and repairs for its products, and pending / ongoing commercial discussions, with a requirement for all relevant senior management persons of the Seller to attend critical meetings jointly with the Purchaser's team until full handover. (c) Provide a consolidated list of all open commercial items or commitments (formal or informal) made to customers, suppliers, distributors, or employees. (d) Provide guidance in relation to customer-specific requirements, including customised product specifications, tolerances, acceptance criteria, and historical customer preferences impacting manufacturing and delivery.

Sr. No.	Services
	(e) Assist in liaising with vendors and customers to facilitate continuity of business operations, including obtaining any pending consents, novations or acknowledgements in connection with the transition to the Purchaser, if such transition is not completed until the Closing Date. In case any vendor or customer contract is terminated or cannot be transitioned, assistance with identification and onboarding of suitable alternative vendors or customers and to facilitate replacement arrangements. (f) Assistance with identification and onboarding of suitable alternative vendors and to facilitate replacement arrangements in lieu of the termination of arrangements with Megasphere. (g) Facilitate collection of outstanding trade receivables of the Seller related to the Undertaking.
3.	*Data and knowledge transfer*: (a) Ensure that no data or documents (*whether in physical or electronic*) are destroyed, deleted, or altered without prior written consent from the Purchaser. (b) Cooperate with reasonable requests of the Purchaser and respond to queries related to the transferred data and business operations. (c) Provide technical assistance to migrate data regarding engineering designs, customer lists, and vendor data to the Purchaser's servers.
4.	*Regulatory requirements*: (a) Assist in liaising and relationship management with governmental, statutory, regulatory and local authorities as may be required in respect of the Undertaking (b) Provide guidance on regulatory and statutory compliance requirements relevant to the Business, including timelines, filings and procedural aspects.
5.	*Employee related and payroll services*: (a) Provide access to the employee master data, payroll systems, and statutory compliance records (including in relation to provident fund, gratuity and bonus). Facilitate transition and/or implementation of employment contracts, human resource policies, and personnel records. (b) Provide details of succession planning, ongoing recruitments, key attrition risks, and performance review summaries. (c) Provide details of all labour-related litigation, disputes, and contract labour arrangements, if any.

Sr. No.	Services
	(d) Assist in calculating and processing salaries, overtime, and bonuses for the Identified Employees until the Purchaser sets up the employees in its own payroll system. (e) Provide access to certain administrative facilities located at the manufacturing facilities, such as employees' access to the canteen facilities, security coordination and visitor management services, medical room and first-aid facilities, employee welfare facilities such as rest areas or common areas etc. (f) Provide administrative assistance in transferring balances from the Seller's statutory employee benefit accounts to the Purchaser's accounts to ensure continuity of service benefits. (g) Support with transition and integration of all Identified Employees.
6.	*Legal and regulatory support*: (a) Cooperate with and assist the Purchaser in filing, pursuing, and obtaining all necessary applications, filings, intimations, amendments, endorsements, transfers, or fresh issuances required to transfer, re-register, or reflect the Purchaser's name in respect of all statutory licenses, approvals, registrations, consents, permissions, certificates, and authorisations relating to the Business and/or the Undertaking. (b) Continue to maintain such licenses in good standing until the effective date of transfer or grant of a fresh licenses. Pending formal transfer or reissuance, permit the Purchaser to operate under such licenses to the extent legally permissible under Applicable Laws, and provide transitional regulatory cover and support to ensure uninterrupted operations. (c) Assist the Purchaser with promptly responding to queries from any Governmental Authority relating to the transfer/grant of fresh license. (d) Provide access to all historical correspondence, filings, and records related to interactions with statutory and regulatory authorities concerning the Undertaking.
7.	*Financial compliance*: (a) Guidance on historical practices with tax compliance, audit and regulatory matters impacting the Business and/or the Undertaking. (b) Support with historical accounting practices and policies, and records of the Seller.

Sr. No.	Services
	(c) Provide access to tax records, filings, and correspondence and support completion of ongoing tax returns, assessments and appeals.
8.	*Financial planning and analysis*: (a) Assist with reports and insights on the revenue trends, cost structures, profitability and other key financial metrics of the Seller including guidance on preparing budgets, financial projections, and cash-flow forecasts for the Undertaking. (b) Facilitate handover of all cash and banking operations (including change in authorised signatories) and transition of all treasury controls and reporting processes.
9.	*IT and software licenses*: (a) Facilitate the migration and transfer of documentation and information related to IT systems and software, including tally/SAP and allied apps, to the extent available. (b) Assist with IT support services and knowledge transfer, including but not limited to, network administration, troubleshooting and software maintenance. (c) Ensure that Identified Employees have access to their existing servers and cloud accounts, to the extent required, in order to migrate such servers and accounts to the Purchaser's infrastructure.
10.	*Insurance*: Provide support for the process of renewal and continuity of the existing insurance policies of the Seller, and in liaising with insurers to intimate and/or obtain any necessary consents in connection with the transition to the Purchaser.

SCHEDULE X

TRANSFERABLE LICENSES

For the Business carried out at the Freehold Land located in Mysore, Karnataka:

1. Factory License dated October 25, 2024, issued by Department of Factories, Boilers, Industrial Safety & Health, Government of Karnataka; and

2. Exemption letter for white category industry dated January 23, 2018, issued by Karnataka Pollution Control Board.

For the Business carried out at the Freehold Land located in Hosur, Tamil Nadu:

1. Factory License dated December 18, 2025 issued by Directorate of Industrial Safety and Health, Government of Tamil Nadu;

2. Consent to Operate dated November 14, 2017 issued by Tamil Nadu Pollution Control Board; and

3. License for Industries and Factories dated February 28, 2025 issued by Tamil Nadu Panchayat Union.

SCHEDULE Y

LIST OF CUSTOMERS AND VENDORS

PART I – CUSTOMERS

Sl. No.	Name of customers
1.	A G Industries Pvt Limited
2.	ALPHA MAIER PVT LTD
3.	ASAHI SANGYO KAISHA, LTD.
4.	Ather Energy Limited
5.	Autofit Pvt Ltd
6.	Automotive Axles Limited
7.	BREMBO BRAKE INDIA PVT LTD
8.	Classic Legends Private Limited
9.	DHOOT AUTOMOTIVE SYSTEMS PRIVATE LIMITED
10.	Eicher Royal Enfield Limited
11.	Endurance Technologies Limited
12.	Fiem Industries Ltd
13.	Future Accessories LLP
14.	Greaves Electric Mobility Private Limited
15.	GALAXY INDICATORS (INDIA) PVT LTD
16.	Hero Moto Corp.(GPC) Neemrana
17.	Honda India Power Products Ltd
18.	INDIA KAWASAKI MOTORS PVT .LTD.
19.	Jakob Muller (India) Private Ltd.
20.	LIFELONG India Pvt Ltd(Rewari)
21.	MAHINDRA & MAHINDRA LTD
22.	Ola Electric Technologies Private Ltd
23.	RIVER MOBILITY PRIVATE LIMITED
24.	Royal Enfield (A Unit of Eicher Motors Ltd)
25.	Simple Energy Private Limited-Factory
26.	Suprajit Engineering Limited
27.	Suzuki Motorcycle India Private Limited
28.	TECHLANZ PRIVATE LIMITED
29.	TVS Motor Company Ltd.
30.	UM AUTOCOMP PRIVATE LIMITED
31.	V.S.T. Tillers Tractors Ltd.(HOSUR)

PART II

OTHER VENDORS

Sl. No.	Name of vendors
1.	Sudarshan Auto Electrical Components Pvt Ltd (Hsr)
2.	SM Electronic Technologies Pvt Ltd
3.	Prem Industries
4.	Vs Plascomps
5.	Elektronika Sales Private Limited
6.	Magna Wires New
7.	Kkr Wiring Harness
8.	Dms Technologies Pvt.Ltd
9.	Qualifour Auto Products India Pvt Ltd
10.	Ascent Circuits Pvt.Ltd
11.	Hk Wentworth India Pvt Ltd Chennai
12.	Hindustan Platinum Pvt. Ltd.
13.	Srp Synthetic Rubber Products Pvt.Ltd.
14.	Varrmas Elassto Seals
15.	Mac Dermid Alpha Electronics Solutions India Pvt Lt
16.	General Connectors India Pvt. Ltd.
17.	Srujana Enterprises
18.	Green Wheel Auto Components
19.	Greenland Packaging Industries
20.	Elantas Beck India Ltd
21.	3D Precision Components
22.	Asahi Tec Stencil Pvt Ltd
23.	Aspire Moulding & Tooling Pvt Ltd
24.	Electronika Sales Pvt Ltd
25.	Enerdyne Devices Pvt Ltd
26.	Excel Springs
27.	Fel Tech Industries
28.	Four's Engg Enterprises
29.	GS Enterprises
30.	Intek Tapes Pvt Ltd
31.	Maruthi Automats
32.	Mass Auto Components
33.	Metalex Steel Strips Pvt Ltd
34.	Nanditech
35.	Pb Components
36.	Sai Fasteners
37.	Sakthi Venkatesh Industries
38.	SB Industries
39.	SN Industries
40.	S P Circuits Inc
41.	SP Plastech

Sl. No.	Name of vendors
42.	Srujuna Enterprises
43.	Suba Injection Mould
44.	Sudharshan Auto Electrical
45.	Suja Shoie Industries Pvt Ltd
46.	Sundaram Dynacast Pvt Ltd
47.	SVR Agencies
48.	Wriston Elastomers
49.	3DE Technology Prototype Solutions Pvt Ltd
50.	Araymond India Private Limited
51.	Aaru Spring Machinery
52.	Aaru Autopump Technologies
53.	Adhaata Technologies
54.	Adofil International Pvt Ltd
55.	Aaditya Componix Pvt Ltd
56.	Advanced Engineering Works
57.	Amada Springs
58.	Amar Radio Corporation
59.	Amara Enterprises
60.	Ampec Electronics Pte Ltd
61.	Amuse
62.	Anand Engineering
63.	Anand Electronics And Industries Pvt.Ltd
64.	Anjana Enterprises
65.	Apollo Electronic Components (Xiamen) Co,Ltd
66.	Arc Document Solutions India Private Limited
67.	Arrow Electronics Asia(S) Pte Limited
68.	Arunodhaya Automatics
69.	Asahitec Stencils Pvt Ltd .
70.	Ashvini Magnets Pvt Ltd.
71.	Auto Yarn Private Limited
72.	Avnet Asia Pte Ltd
73.	Avnet India Pvt Ltd (Bng)
74.	B.M. Tools & Traders
75.	B.T. Solder Pvt. Ltd.
76.	Bharath Electro Chem
77.	Bilva Moulds Private Limited Unit Ii
78.	Bridgewell Motors Llp
79.	Chemicals & Associates
80.	Chhaperia Electro Comp.P Ltd
81.	Circuit Systems (India) Private Limited
82.	Ciscomp Solutions
83.	Classic Forms
84.	Coilmaster Electronics Co., Ltd.
85.	Componix Technology Inc

Sl. No.	Name of vendors
86.	Customs Duty
87.	Durga Tech
88.	Elcon CNC Technology
89.	Esjay Enterprises
90.	Essarr Automotives
91.	Exa Thermometrics India Private Limited
92.	Film Electronics Pvt Ltd
93.	Focus Industrial Solutions
94.	Future Electronics Inc.(Distribution)Pte Ltd.
95.	G.A. Engineers
96.	G.S. Enterprises
97.	Ganathi Instruments
98.	Ganesha Consultancy & Analytical Services
99.	Goodwill Sales Corporation
100.	Harita Nti Ltd
101.	Harman International (India) Pvt. Ltd.
102.	Heet Electro Devices
103.	Ikon Labels Pvt Ltd.
104.	Imadi Fastech
105.	Image Synergy Ekxplor Pvt Ltd
106.	Infiact Private Limited
107.	J C Gupta & Sons
108.	Jng Tech Pvt Ltd
109.	International Electrochemical Company
110.	Jain Kaigarike Cotton Waste
111.	Jalaram Plastic
112.	J L Engineering Industries
113.	Khanna Traders & Engineers
114.	Khanna Bond Solder Manufacturers Pvt. Ltd.
115.	Kiran Corporation
116.	K-MAX Technologies Pvt LTD
117.	Krishna Tools & Components-(Supplier)
118.	Kunshan Julet Electronic Co Ltd
119.	Kyoritsu Electric India Pvt. Ltd
120.	Le Champ (South East Asia) Pte Ltd
121.	Makenica Pvt Ltd
122.	Manju Rubber Enterprises
123.	Max Auto Cables Private Limited
124.	Mech Source
125.	Megasphere Pte Limited
126.	Melstar Manufacturing Systems Private Limited
127.	Metalmech Engineering
128.	Millennium Semiconductors India Pvt Ltd
129.	Molex Taiwan Ltd

Sl. No.	Name of vendors
130.	Motherson Sumi Wiring India Limited
131.	Multi Pack Industries
132.	N.C.J. Industries
133.	Nag Fastening Systems
134.	Narayana Auto Polymers Llp
135.	Navion Electronics Pvt. Ltd.
136.	Nextgen3dtech
137.	Nordson India Private Limited
138.	Novoflex Industries Pvt Ltd
139.	P.B. Components
140.	Padaki Air Products
141.	Para Fine-Chem Industries
142.	Paras Wires Pvt Ltd
143.	Paragon Engineering
144.	Parvathi Industries
145.	Pc. Process. Pvt. Ltd
146.	Plastech Moulding Solution
147.	Polynova Resins Private Limited
148.	Precision Wires India Limited
149.	Press Comp International Pvt Ltd
150.	Prithvi Electronics
151.	R S Electronics Limited
152.	R.V.S. Enterprises
153.	Rabyte Pte Ltd
154.	Rabyte Technologies Llp
155.	Rapto Circuits
156.	Rathna Packaging India Pvt Ltd (Unit Ii)
157.	Rishi Enterprises
158.	Rushabh Brass Products
159.	S.N.Industries
160.	Sai Fasteners
161.	Saichem Consolidated
162.	Sandesh Precision Components
163.	Sanghvi Enterprises
164.	Saran Ferros Pvt.Ltd.
165.	Shakthi Venkatesh Industries Pvt.Ltd
166.	Shahani (India) Company
167.	Sharath Technologies Pvt. Ltd.
168.	Shashank Enterprises
169.	Shenzhen Gineyea Technology Co., Ltd
170.	Shree Matha Precision Components
171.	Shree Forgings
172.	Shri Saravana Enterprises
173.	Shri Satyam Packaging Tapes (OPC) Pvt. Ltd

Sl. No.	Name of vendors
174.	SM Electronic Technologies Pvt Ltd.
175.	SMET Singapore Pte.Ltd.
176.	Spl (Hong Kong) Limited
177.	Sree Ganesh Chemicals
178.	Sree Krishan Power Press & Krishan Agnecies
179.	Sree Narendra Enterprises
180.	Sri Bheru Enterprises
181.	Sri Hinduja Components
182.	Sri Lakshmivenkateshwara Enterprises
183.	Sri Ranga Precisions
184.	Sri Siddhi Vinayaka Enterprises
185.	Sri Vinayaka Enterprises
186.	Sritek Enterprises
187.	Star Circlips & Engineering Ltd.
188.	Sunrise Electronics
189.	Sun Marketing Co.
190.	Super Polymers
191.	Supreme Industries
192.	S.V. Rangaswamy And Company Private Limited
193.	Tanaka Kikinzoku Kogyo K.K
194.	Tanaka Precious Metal Technologies Co Ltd
195.	Threebond India Pvt. Ltd
196.	Toho International Inc
197.	Tungnan Technology Co.,Ltd
198.	Typhoon Electronic Solutions
199.	Udr Enterprises
200.	Unique Enterprises
201.	Vgs Enterprises
202.	Vijay Tools
203.	Vin Dip India Private Limited
204.	Vinay Packaging
205.	Vinayaga Industries
206.	Vsn Electro Components Pvt Ltd.
207.	Wintronics Components
208.	X-On Electronics Private Limited
209.	Yulsan Enterprises Co. Ltd.
210.	Fastenex Private Ltd.
211.	Asahidenso Multilink Private Limited
212.	We Components Pte. Ltd.
213.	Toyomura Electronics Co Ltd.
214.	Toyota Tsusho Nexty Electronics Singapore Pte Ltd.
215.	Source Ability Sg Pte Ltd
216.	IMS Korea Inc
217.	Shanghai King-Nd Magnet

Sl. No.	Name of vendors
218.	Laxmi Industries India Private Limited
219.	Alpha Omega
220.	Kamath Plastics
221.	Sri Lakshmi Plastic Industries
222.	A Raymond Fasteners India Pvt Ltd
223.	Riken (Thailand) Co., Ltd.
224.	Unicorn Enterprises
225.	Riko Co Ltd.
226.	Space Micro Devices
227.	Hi-Tech Rubber Products
228.	Macurex Sensors Pvt Ltd
229.	Supreme Hydraulics Pvt.Ltd.
230.	Dhoot Transmission Pvt Ltd Farola
231.	Glutape India Pvt Ltd
232.	Shivam Poly Products
233.	I-Workz Automotive Pvt.Ltd.
234.	RC Ventures
235.	Sree Krishna Labels & Solutions Pvt Ltd
236.	Cube Furniture
237.	Terminal Technologies Pvt Ltd
238.	Sagar Plastics
239.	KGK Jet India Pvt Ltd
240.	Power Plast
241.	Sri Anand Enterprises
242.	Duropack Limited
243.	Emerson Process Management India Pvt Ltd.
244.	Vintec Industries
245.	Shahji Industrial Chemicals
246.	Chandpress Products
247.	GM Enterprises
248.	Maruthi Poly Packs
249.	Great Eastern Impex Private Limited
250.	Cello Plast Industries
251.	Supremepacks Plastic Private Limited
252.	Shivam Industrial Corporation
253.	Twin Engineers Pvt .Ltd
254.	Ascomp Inc
255.	T.T Industries
256.	Indophil Engineering Private Limited
257.	Elixir-India

PART III

CONTRACT LABOURER VENDORS

Sl. No.	Name of vendors
I. Labour Contractor	
1.	Essential Outsourcing Services
2.	Shri Shyam Enterprises
3.	Needs Man Power Support Services Private Limited
4.	Sheetla Associates
5.	TR Group Manpower Services
6.	LKR Enterprises
II. Security	
7.	S J S Security Services
8.	Caycee
9.	Indian Security Force

SCHEDULE Z

FORM OF POST-CLOSING CONFIRMATION CERTIFICATE

Date: [●]

To:
[*the Purchaser*]
[*Address*]

Re: Post-Closing Confirmation Certificate with respect to the Business Transfer Agreement

Sir(s) / Madam(s),

We refer to the business transfer agreement dated [•] ("**Agreement**") entered into between Dhoot Automotive Systems Private Limited ("**Purchaser**"), M/S Multilink ("**Seller**"), the Partners named thereunder and certain other persons ("**Agreement**"). Unless otherwise defined herein, capitalized words and expression used in this certificate have the same meaning given to them under the Agreement.

Pursuant to Clause 8.5 of the Agreement, the Seller and the Partners confirm and certify that, all Post-Closing Conditions have been fulfilled (other than the Post-Closing Conditions that have been waived in accordance with the terms of the Agreement).

The provisions of Clause 17.2 (*Governing Law, Jurisdiction and Dispute Resolution*) and Clause 17.4 (*Notices*) of the Agreement shall apply *mutatis mutandis* to this certificate.

Signed and delivered for and on behalf of:

M/S Multilink

By : ______________________________
Name : ______________________________
Designation : ______________________________

For and on behalf of the Partners

____

SCHEDULE AA

FORM OF POST-CLOSING ACCEPTANCE NOTICE

[*insert date*]

To: [●]

[●]

Subject: Acceptance of the Post-Closing Confirmation Certificate under the Business Transfer Agreement

Sir(s) / Madam(s),

We refer to the business transfer sale agreement dated [•] ("**Agreement**") entered into between Dhoot Automotive Systems Private Limited ("**Purchaser**"), M/S Multilink ("**Seller**"), the Partners named thereunder and certain other persons ("**Agreement**"). Unless otherwise defined herein, capitalized words and expression used in this certificate have the same meaning given to them under the Agreement.

We have received the Post-Closing Confirmation Certificate dated [●] on [●], together with the documents enclosed thereto evidencing satisfaction and completion of the Post-Closing Conditions set out in Clause 8.2 of the Agreement.

Based on our review of the Post-Closing Confirmation Certificate, we hereby confirm, as required under Clause 8.6 of the Agreement, that the Post-Closing Conditions (other than the Post-Closing Conditions that have been waived in accordance with the terms of the Agreement) set out in Clause 8.2 of the Agreement have been duly satisfied by the Seller and the Partners, in accordance with the terms of the Agreement.

For and on behalf of **Dhoot Automotive Systems Private Limited**

____

Authorized Signatory

SCHEDULE BB

HEADS OF ASSUMED LIABILITIES

1. Trade payables
2. GST payables
3. Bonus payables
4. Outstanding liability for expenses
5. Salary payables
6. Statutory liabilities
   i. TDS payables
   ii. EPF payables
   iii. Professional tax payables
   iv. ESI payables
7. Electricity bill payables
8. Water charges payables

SCHEDULE CC

DETAILS OF SPECIFIED AFFILIATED ENTITIES

Sl. No.	Name of the Specified Affiliated Entity	Registered office of the Specified Affiliated Entity	Registration/ identification number of the Specified Affiliated Entity
1.	MACUREX SENSORS PVT. LTD.	21/B, KIADB,1st Phase, Kumbalagudu, Bangalore-560074	U32109KA1992PTC013678
2.	IWORKZ AUTOMOTIVE PVT. LTD.	#5, KIADB, Kumbalgudu,Bangalore-560 074	U31506KA2010PTC052059
3.	M ATOM LLP	#829,830/3,Kelamangalam Road, Kundumaranapalli Village, Denkanikotte Taluk,Krishnagiri Dist,Tamil Nadu-635113	AAY2848
4.	MACUREX SENSETEC PVT. LTD.	#5/106A, Khata No.202/106A, SY Nos. 37 and 38, IBM V Guard, Kumbalagodu, Bangalore-560074	U29304KA2023PTC172026
5.	ASAHIDENSO MULTILINK PRIVATE LIMITED	Plot No 35,Ground Floor, Mphinite Campus Abbanakuppe Village, Bidadi Industrial Area, Ramanagara, Karnataka – 562109	U35999KA2018FTC187432
6.	MEGASPHERE PTE. LTD.	114, Lavender, #06-78, Ct Hub 2, Singapore 338729.	Registration no. 201805871K

SCHEDULE DD

LIST OF MOVABLE ASSETS

PART I

Property: Multilink India SUKI Farm at Sy No. 84, Chikkelur Grama, Tavarekere Taluk, Bangalore 560074.

A. R&D Machineries

LIST OF INSTRUMENTS				Rev No	Doc No
				3	MLK/IL/R3/ 09.02.2026
SL. NO	INSTRUMENT NAME	INSTRUMENT MAKE	INSTRUMENT SERIAL NO.	EQUIPMENT MLK NO.	QUANTITY (No's)
1	DC POWER SUPPLY - 60V/8A/180W	APLAB	802937020747120003	MLK/PS/001	1
2	DC POWER SUPPLY - 60V/8A/180W	APLAB	802937020747120015	MLK/PS/002	1
3	DC POWER SUPPLY - 60V/8A/180W	APLAB	802937020747010010	MLK/PS/003	1
4	WEIGHING MACHINE - DIGIWEIGTH ITB 22/01	DIGIWEIGH	8110	MLK/WM/01	1
5	WEIGHING MACHINE - ESSAE DS-450	ESSAE	DS45019283994	MLK/WM/02	1
6	DIGITAL GAUSS METER - DG-900	FERRITES INDIA	FG14003	MLK/DGM/01	1
7	OSCILLOSCOPE - WS3024	TELEDYNE LECROY	LCRY3703N15526	MLK/OLS/001	1
8	HIGH VOLTAGE DIFFERENTIAL PROBE	TELEDYNE LECROY	SN 7487	MLK/HVP/001	1
9	HIGH VOLTAGE DIFFERENTIAL PROBE	TELEDYNE LECROY	SN 7486	MLK/HVDP/00 2	1
10	CURRENT PROBE	TEKTRONIX	-	MLK/CRP/001	1
11	CURRENT PROBE	TELEDYNE LECROY	-	MLK/CRP/002	1

LIST OF INSTRUMENTS				Rev No	Doc No
				3	MLK/IL/R3/ 09.02.2026
SL. NO	**INSTRUMENT NAME**	**INSTRUMENT MAKE**	**INSTRUMENT SERIAL NO.**	**EQUIPMENT MLK NO.**	**QUANTITY (No's)**
12	DIGITAL MULTIMETER	FLUKE	44230071	MLK/DMM/001	1
13	DIGITAL MULTIMETER	FLUKE	29200246	MLK/DMM/002	1
14	DIGITAL MULTIMETER	FLUKE	28200362	MLK/DMM/003	1
15	DIGITAL MULTIMETER	FLUKE	44470042	MLK/DMM/004	1
16	DIGITAL MULTIMETER	FLUKE	32960281	MLK/DMM/005	1
17	DIGITAL MULTIMETER	FLUKE	58600012	MLK/DMM/006	1
18	DIGITAL MULTIMETER	FLUKE	58600015	MLK/DMM/007	1
19	INSULATION TESTER	FLUKE	27710097	MLK/IT/001	1
20	DIGIMATIC HEIGHT GAUGE	MITUTOYO	192-632	MLK/DHG/01	1
21	DIGITAL PUSH PULL TESTER	MITUTOYO	401183	MLK/PPG/001	1
22	MEASURING PINS (PIN GAUGE)	-	-	MLK/PG/001	1
23	DIGIMATIC MICROMETER	MITUTOYO	293-821-30	MLK/REL/MM/ 002	1
24	DIGIMATIC MICROMETER	MITUTOYO	293-241-30	MLK/DMM/01	1
25	DIGITAL VERNIER CALIPER	MITUTOYO	500-196-30	MLK/REL/DC/0 01	1
26	DIGITAL VERNIER CALIPER	MITUTOYO	500-754-10	MLK/REL/DC/0 02	1
27	DIGITAL VERNIER CALIPER	MITUTOYO	500-196-30	MLK/REL/DC/0 03	1
28	BEVEL PROTRACTER	MITUTOYO	154243	MLK/REL/BP/0 01	1
29	TORQUE WRENCH	TOHNICHI	316143J	MLK/REL/TW/ 001	1
30	LUX METER	AMPROBE	18050992	MLK/LM/001	1

LIST OF INSTRUMENTS				Rev No	Doc No
				3	MLK/IL/R3/ 09.02.2026
SL. NO	**INSTRUMENT NAME**	**INSTRUMENT MAKE**	**INSTRUMENT SERIAL NO.**	**EQUIPMENT MLK NO.**	**QUANTITY (No's)**
31	SOUND LEVEL METER	BLUE GIZMO	N060623	MLK/DB/002	1
32	SOUND LEVEL METER	LUTRON	020503427	MLK/DB/001	1
33	MAGNETIC V-BLOCK	JAFUJI	6822-1	MLK/MVB/001	1
34	MAGNETIC V-BLOCK	JAFUJI	6822-2	MLK/MVB/002	1
35	GRANITE SURFACE PLATE	PRECISION GRANITES	3003	MLK/ST/001	1
36	TRANSIENT GENERATOR	INSTEL	-	MLK/TT/01	1
37	TRANSIENT GENERATOR	INSTEL	-	MLK/TT/02	1
38	VARIABLE DC POWER SUPPLY - 30V/10A	APLAB	-	MLK/RPS/001	1
39	VARIABLE DC POWER SUPPLY - 30V/10A	APLAB	-	MLK/RPS/002	1
40	MAGNIFIER	OPTICA	-	MLK/IM/001	1
41	MAGNIFIER		80921LED	MLK/IM/002	1
42	SMART SMD TESTER	HTC INSTRUMENT S	MCA|120849	MLK/SST/001	1
43	MAGNETIC BASE(ANGLE INDICATOR)	CLC TOOLS	-	MLK/MB/001	1
44	LCR METER	GWINSTEK	-	MLK/LCR/001	1
45	THERMAL IMAGER TiS20	FLUKE	TiS20- 18040638	MLK/TI/001	1
46	AUTO TRANSFORMER (DIMMERSTAT	AE DIMMERSTAT	802/D28969/14	MLK/AT/01	1
47	AC/DC POWER SUPPLY	ITECH	804765034786740002	MLK/ACDC/00 01	1
48	ELECTRONIC LOAD	ELR 10200-70	2552570002	MLK/LOAD/00 01	1

LIST OF INSTRUMENTS				Rev No	Doc No
				3	MLK/IL/R3/ 09.02.2026
SL. NO	**INSTRUMENT NAME**	**INSTRUMENT MAKE**	**INSTRUMENT SERIAL NO.**	**EQUIPMENT MLK NO.**	**QUANTITY (No's)**
49	ELECTRONIC LOAD	ITECH	804216011807470000	MLK/LOAD/0002	1
50	DIGITAL TORQUE WRENCH	DT SERIES BULLWARK	DT2-030BN	MLK/REL/TW/002	1
51	OSCILLOSCOPE - HDO4024A	TELEDYNE LECROY	LCRY3520N56262	MLK/OSL/002	1
52	W INSTEK 500VA AC/DC Withstanding Voltage / Insulation Resistance / Ground Bond Tester	GW INSTEK	GEX140220	MLK/HP/001	1
53	GPS TEST RIG DC POWER SUPPLY	GW INSTEK	GEX851760	MLK/PS/004	1
54	SOUND LEVEL METER	FLUKE	-	MLK/DB/003	1
55	FUNCTION GENERATOR	GW INSTEK	GEY892537	MLK/FG/001	1
56	LEVER DIAL GAUGE	MITUTOYO	-	MLK/DTI/001	1
57	DIGITAL THERMOMETER	MEXTECH DT-9	-	MLK/DT/01	1
58	FEELER GAUGE	HOTECHE	-	MLK/FG/001	1
59	FEELER GAUGE	STANLEY 70115-S	-	MLK/FG/002	1
60	MICROSCOPE	SCIENSCOPE	63020	MLK/MP/01	1
61	FEELER GAUGE	MITUTOYO		MLK/FG/003	1
62	FEELER GAUGE	MITUTOYO		MLK/FG/004	1
63	COLD CHAMBER	CME ENVIROSYSTEMS	121087	MLK/COLD/0001	1
64	HOT CHAMBER / OVEN	ESPEC CORP	213016759	MLK/HOT/0001	1

TEST RIG & FIXTURES					
SL. NO	**TESTRIG & FIXTURE NAME**	**MAKE**	**SERIAL NO.**	**MLK NO.**	**QUANTITY (No's)**
1	BMS TESTRIG	KYORITSU ELECTRIC INDIA	-	MLK/BMS/001	1
2	STEERING LOCK TESTRIG		-	MLK/SS/001	1
3	LEAN ANGLE TESTRIG		-	MLK/LAS/001	1
4	TPMS TESTRIG	SS INSTRUMENTS	-	MLK/TPMS/001	1
5	GPS TEST RIG	SIEMENS	-	MLK/GPS/004	1
6	SPEED SENSOR TEST RIG		-	MLK/SS/002	1
7	TPMS PROGRAMMING FIXTURE		-	MLK/TPMS/002	1
8	SMART LOCK PRORAMMING FIXTURE		-	MLK/SL/001	1
MACHINES					
1	SOLDERING STATION	HAKKO	05 8883 1801 6225	MLK/SM/001	1
2	SOLDERING STATION	HAKKO	05 8883 1904 6365	MLK/SM/002	1
3	SOLDERING STATION	HAKKO	05 8883 1801 6223	MLK/SM/003	1
4	SOLDERING STATION	HAKKO	05 8883 1906 3070	MLK/SM/004	1
5	SMD SOLDERING SECTION	VAR TECH	-	MLK/SSM/001	1
6	HOT AIR BLOWER - GHG 20-63	BOSCH	-	MLK/HAB/001	1
7	HOT AIR BLOWER - GJ-150S	BEETECH	-	MLK/HAB/002	1
8	DRILL MACHINE	-	509011729	MLK/DM/02	1
9	GRINDING MACHINE	INECO	-	MLK/GM/01	1
12	BATTERY 12V 32Ah	PULSE ULTRA	5B22520006	MLK/BATT/002	1
13	BATTERY 12V 32Ah	PULSE ULTRA	5B22520007	MLK/BATT/003	1

TEST RIG & FIXTURES					
SL. NO	**TESTRIG & FIXTURE NAME**	**MAKE**	**SERIAL NO.**	**MLK NO.**	**QUANTITY (No's)**
14	BATTERY 12V 32Ah	PULSE ULTRA	5B22520003	MLK/BATT/004	1
15	LITHIUM ION BATTERY	MICRONIX	-	MLK/BATT/001	1

SL.NO.	PARTICULARS
1	CLAMP METER added. Instrument MAKE details added.
2	FEELER GAUGE added
3	ELECTRONIC LOAD Added

B. Laptop, desktop and gadgets

Team	PC count	PC/ LAPTOP	PC NAME
TDC1	1	PC	M1PC011
	2	PC	M1PC009
	3	PC	M1PC012
	4	PC	M1PC10
	5	PC	M1PC007
	6	PC	M1PC08
	7	PC	DESKTOP-5S6ADBT
	8	LAPTOP	LAPTOP-1TOGNPPV
	9	LAPTOP	Lakshmanan
TDC2	1	PC	M1PC022
	2	PC	M1PC023
	3	PC	M1PC024
	4	LAPTOP	DESKTOP-A6FDB4M
TDC3	1	PC	M1PC019
	2	PC	TDC-3
	3	PC	M1PC020
	4	LAPTOP	TDC-3
TDC4	1	PC	M1PC025
	2	PC	plmtest
	3	PC	M1PC026

TDC5	1	LAPTOP	DESKTOP-QA6GU5V
	2	LAPTOP	DESKTOP-VKS40BS
	3	LAPTOP	DESKTOP-7PNQTPR
	4	LAPTOP	DESKTOP-NRHMARA
	5	PC	DESKTOP-IPIDFDV
PLM	1	PC	mlkplm
PCB	1	PC	DESKTOP-UBSTHG4
	2	LAPTOP	TDC-PCB
PURCHASE	1	PC	M1PC050
	2	PC	M1PC002
	3	PC	DESKTOP-356MNP5
	4	PC	comp-PC
	5	LAPTOP	DESKTOP-POLT54L
NPD	1	PC	M1PC014
	2	LAP	Harish-Purchase
ACCOUNTS	1	PC	PARMESH
HRD	2	PC	HR
MANAGERS	1	PC	ANANTHMURTHY.H G
	2	PC	SARAVANAKUMAR.S
	3	PC	SRINIVASVANTMURI
	4	PC	SUHAS.B S
	5	PC	MADHUSUDHAN.N
	6	PC	PD
LIST OF OFFICE MOBILES FOR TESTING 2026			
	Sl.No	Mobiles	Responsible Team
	1	Realme Narzo	TDC 5
	2	One Plus NORD CE3	TDC 3
	3	POCO X5 PRO	TDC 3
LIST OF GADGETS			
	Sl.No	Gadgets	Responsible Team
	1	ELECTRONIC LOAD	TDC 3
	2	ELECTRONIC LOAD	TDC 2
	3	POWER MONITOR	TDC 3
	4	WIRELESS LOAD DETECTOR	TDC 3

C. Furniture

ASSETS TRACKING LIST			
Sl.no	**Particulars**	**Furniture**	**Chairs**
1	Lab 1	20	11
2	Lab 2	5	4
3	Office	52	42
4	Conference hall	13	10
5	Discussion rooms	6	8
6	Waiting hall	1	3
		116	**143**

D. Vehicles

Sl.no	Particulars	No. of total
1	Two wheelers	7
2	Four wheelers	3
3	**Total**	**11**

PART II

Property: #309, Hebbal Industrial Area, Mysore - 570016

A. Main Production Hall

Sl No.	Assembly Line	Customer	No. Of Lines	No of Stations	No. Machines	No. Fixture	No. of Soldering Station	No. of Test Rigs	Fume Extractor	Weighing Scale
1	FSU-Scooter	TVSM	3	25	13	13	3	3	3	0
2	FSU-Motor cycle	TVSM, M&M	7	56	33	35	6	10	6	0
3	Low Fuel Indicator	TVSM	2	16	2	8	4	2	4	0
4	Thermistor Cord set	TVSM	1	8	0	5	5	0	5	0
5	Thermal sensor	TVSM	4	34	9	10	0	3	0	0
6	Starter relay - Asco/100A	TVSM, REML	1	8	8	8	1	2	1	0
7	SAGP	TVSM	2	19	2	13	7	4	7	0
8	Power relay	TVSM, HMCL	2	20	11	12	1	3	1	0
9	Electronic Flasher	TVSM, M&M	1	8	2	2	2	0	2	0
10	Thermal Sensor BS3/Sliding Contact	TVSM, M&M	1	8	4	4	1	0	1	0
11	Beeper	TVSM, HMCL, RIVER	7	46	5	27	22	2	22	0
12	Regulator	HIGH POWER	1	5	0	2	2	0	2	0
13	Potting -PU	TVSM, HMCL, RIVER	4	12	4	85	0	0	0	1
14	Potting -Epoxy	TVSM, M&M	2	6	2	40	0	0	0	2
		TOTAL	**38**	**271**	**95**	**264**	**54**	**29**	**54**	**3**

B. ESD Production Hall

SL. NO.	Assembly Line	Customer	No. Of Lines	No of Stations	No. Machines	No. Fixture	No. of Soldering Station	No. of Test Rigs	Fume Extractor	Weighing Scale
1	ABPS Line	River	1	20	5	10	2	2	2	2
2	Buzzer	Honda (HMSI)	2	15	11	13	2	2	3	1
		TOTAL	**3**	**35**	**16**	**23**	**4**	**4**	**5**	**3**

C. Quality Lab

Sl No.	Profile Projector	Digital Vernier	Digital Micrometer	Video Measuring System-VMS	Weighing scale	Measuring Gauge	Testing Machine	Surface table	Chair	Work table
1	1	9	1	1	1	3	3	1	10	8

D. Final Quality

Sl No.	Inspection Line	No of Stations	No. of Test Rigs	Scanner	Label Printer
1	3	18	9	1	2

E. Utilities

Sl No.	Area	Power Distribution Panel	Pneumatic Machine	Airline in Mts
1	Main Production Hall	4	2	882
2	ESD production Hall	2	1	48
3	General Stores	1	0	0

F. Office Equipments

Sl No	Computer	Laptop	Printer	UPS	Projector	Office Table	Office Chairs	Chair	Dining Table	Storage Racks
1	26	9	8	29	1	41	99	505	28	74

G. Machine Cost is > 5 Lakhs

	Description	No. of machines.
1	125 CFM Air compressor	1
2	MMD potting Machine	4
3	Curling Machine	1
4	Lazer Machine- Thermal Sensor	1
5	5.5 Ton Airconditioning Machine	8
6	Ultrasonic welding machine	1
7	Buzzer -HMSI EOL	1
8	Buzzer -Laser Marking m/c	1
9	Thermal sensor EOL test Rig	1
10	Terminal Fusing Machine	1

H. Vehicles

Particulars		Quantity
ERTIGA	CAR	1
KUV 100	CAR	1

Particulars		Quantity
JUPITER	TWO WHEELER	3
XL SUPER	TWO WHEELER	1
HERO DUET	TWO WHEELER	1

PART III

Property: Plot No. 88, situated in Sector-4, IMT Manesar, District Gurgaon, Haryana.

A. Fixed Asset Register

Fixed Assets Register		
Quantity	**Item**	**Dept.**
COMPUTERS		
1	Lenovo	Plant Head
2	Lenovo	Finance
1	HP	Dispatch
1	Dell	Production
1	Lenovo	Store
2	Lenovo	Quality
1	Lenovo Laptop 320	Quality
OFFICE EQUIPMENT		
2	Sealing Machine	Dispatch
1	Barcode Printer	Office
1	HP M126nw Printer	Admin
1	HP M1005 Printer	Dispatch
1	Internet Connection D-LINK 16 PORT	Office
1	Beetal M7 Land Line Phone	Main Office
8	Steel Almirah	Office/Quality/RST AND RWN LINE
1	Fridge	Reception
1	Water cooler	Canteen
2	cooler	Security room/RWN Line
9	Table & Chair	Office/Dispatch /Store/Production/Quality
80	Chair	RST/SUB chargers line
7	Big Table	Canteen
1	Big Table	Conference room
8	Chair	Conference room
1	locker almirah for workers	Company Back Side
1	SMALL WEIGHING SCALE	Store
2	BIG WEIGHNING SCALE	Store
AUDIO-VISUAL		

Fixed Assets Register		
Quantity	**Item**	**Dept.**
1	63" Sony LED TV	Conference room
1	17" Benq	Office
1	Max Biometric Fingerprint Machine	Office
Air Output		
2	Air Compressor	RST Line Machine Use
Motor Vehicles		
1	CAR XL6	
1	CAR Wagon R	

B. Lines

Floor	Line	Customer	Part Name/Model	C. Part No.	Equipments/Machine Name	Air Line Length
First Floor	Usb Charger Line 1	HMCL	AAJN/AAWA	31300-AAJ-B020 31300-AAW-0010	KEIPL (EOL Tester) Pune	480 Fit Approx
	Usb Charger Line 2	HMCL	AAZE/AATA	31300-AAT-0010 31300-AAZ-4020	GT (EOL Tester) Bang.	
	Starter Line	HMCL	Relay Srater 40AMP.	38501KPL-9013M1 38501-AAW-30099	Conveyor	
	Winker Line	HMCL	Relay Winker	38301KPL-901	Conveyor	
	Soldering Station		8 Nos.		Single Phase	
	Pneumatic machines		6 Nos.	2ton	Single Phase	
	Welding Machine 1		01 No.	2000W	Single Phase(Branson)	
	Welding Machine 2		01 No.		Microsuper Sonic	
	Hand Toogle Press		11 Nos	Manual	Precision Engg. Peenya Bang.	
	Production Racks		6 Nos.	3x6	MS Rack	
	Welding Horn And Fixture		01 No.	Titanium	Branson	

Floor	Line	Customer	Part Name/Model	C. Part No.	Equipments/Machine Name	Air Line Length
	Welding Horn And Fixture		01 No.	Aluminium	Normal	
	Riviting Tool And Fixture		20 Nos	Hard MS	Normal	
	testrig Power Supplay		12 Nos.	5 Amp.	AN Technology Bangalore	
Ground Floor	Conveyor		01 No.		For Spare	

C. Dispatch

SL.NO	Part Name	QTY
1	Material Racks	7
2	Material pilot	41

D. Stores

MULTILINK UNIT III STORE DATA		
1	Big Rack	5
2	Small Rack	3
3	power distribution pannel	1
4	Plastic Bins Big	25
5	Plastic Bins Small	145

E. QA Labs

QUALITY LABS -ALL EQUIPMENTS M3		
S. NO.	**MEASURING INSTRUMENT NAME**	**QTY**
1	MAGNETIC STAND	1
2	SPRING TENSION GAUGE	6
3	PIN GAUGE (0.5 mm to 1.0 mm)	1 BOX
4	PIN GAUGE (1.0 mm to 4.0 mm)	1 BOX
5	PIN GAUGE (4.02 mm to 6.0 mm)	1 BOX
6	PIN GAUGE (6.02 mm to 8.0 mm)	1 BOX
7	RADIUS GAUGE(0.5 mm to 13.0mm)	3 set
8	DIAL INDICATOR	2
9	MICRO METER	1
10	POINT MICRO METER	1

QUALITY LABS -ALL EQUIPMENTS M3		
S. NO.	**MEASURING INSTRUMENT NAME**	**QTY**
11	BEVEL PROTRACTOR	1
12	FILLER GAUGE	1 SET
13	HARDNESS TESTOR	1 SET
14	MAGNET (VEE BLOCKS)	1 PAIR
15	HIGHT GAUGE	1
16	SURFACE PLATE	1
17	VERNIER CALIPER	1
18	PUSS PULL GAUGE	1
19	MULTIMETER	1

FQA DEPARTMENT		
1	DC POWER SUPLLY	8
2	MULTIMETER	6
3	STABILIZER	1

PART IV

Property: Survey Nos. 817/1, 847, 807/2A, 808/2B, and 816 situated at Kundhumaranapalli Village, Denkanikottai Taluk, Krishnagiri District, Hosur – 635113

A. Hall – I

SL NO	LINE	TEST RIG & SUPPLIER	WELDING MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
1	STORE					2 nos	3 nos	1 no		1)2*7*6.7 FT-21 NOS(MAIN STORE) 2)2*7*5.2 FT- 59 NOS(STORE TOP) 3)3*8*7 FT- 6 NOS(ELECTRONIC STAORAGE) 4)2*7*6.7 FT- 6.5 NOS(SMT STORES)
2	INWARD					6 nos	8 nos	5 nos	1 nos	
3	L1 R U286	MICROLOGIC	ROOP WELDING MACHINE	ROOP ULTROSONIC		11 nos	7 nos			
4	L1 L AACK	GAYATHRI TECH	BRANSON WELDING M/C	EMERSON		8 NOS	7 nos			
	L1 L ABRA		ULTROSONIC WELDING M/C	MICROSUPERSOINC						
5	L2 R EM650	ALLURA TEST RIG			2 NOS	6 NOS	8 nos			
6	L2 L AAKN						8 nos			
7	L3 R AAKN						8 nos			
8	L3 L ZEST						8 nos			
9	L4 R U286						8 nos			

SL NO	LINE	TEST RIG & SUPPLIER	WELDING MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
10	L4 L U286						8 nos			
11	MOULDING						4 nos			
12	POTTING (ER2221)						10 nos			
13	PNEUMATIC AIR LINE	106 MTR								

B. Vehicles

PARTICULARS	TYPE	QTY
TVS Jupiter - 125	Two Wheeler	2
Ertiga	Four Wheeler	1

C. Hall II

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	TV	SYSTEM	PRINTER
1	RECEPTION							1 NOS	1 NO		
2	CONFRENCE HALL						13 NOS	1 SET			
3	OFFICE						10 NOS	12 NOS		9 NOS	2 NOS
4	MK. GOVIND SIR ROOM						2 NOS	2 NOS			
5	PLAND HEAD ROOM						3 NOS	2 NOS	1 NO	1 NO	1 NO

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	TV	SYSTEM	PRINTER
6	70 AMPS POTTING AREA		1 NO	ROBO POTTING			3 NOS	2 NOS			
7				ROBO POTTING							
			1 NO	SHIMOKOTE 9			13 NOS	15 NOS			
8	L1 L U368 FAST CHARGER	KYORITSU TESTING M/C		ULTROSONIC WELDING MACHINE	ROOP WELDING	1 NO	5 NOS	7 NOS			
9	L1 R PR POTTING						7 NOS	6 NOS			
10	POWER RELAY			AUTOMATION	-			2 NOS			
				AUTOMATION	GAYATHRI TECH						
11	POWER RELAY 5P LINE	PRE POT TEST RIG (2 NOS)		PNEMATIC PRESS(9 NOS)		2 NOS	7 NOS				
12	POWER RELAY 4P LINE			PNEMATIC PRESS(8 NOS)		2 NOS	2 NOS				
13	70AMPS	PREPOT TEST RIG ALLURA		SENSOR PRESS (4 NOS)	DR WISHNER		10 NOS	8 NOS			

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	TV	SYSTEM	PRINTER
		PREPOT TEST RIG		PNEMATIC PRESS(4 NOS)	DR WISHNER						
		PREPOT TEST RIG ALLURA		PNEMATIC PRESS(12 NOS)	FLEXI						
				AUTOMATION	GAYATHRI TECH						
				HIGH VOLTAGE							
				VMS							
				INK JET							
14	PRESSURE SWITCH	CONTINUTY TEST RIG (10 NOS)		PNEMATIC PRESS(4 NOS)	SS INSTRUMENT	5 NOS	33 NOS	30 NOS			
				MAXIMATOR (2 NOS)							
15	PNEUMATIC AIR LINE	80 MTR									

D. First Floor

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	VALUE	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
1	POTTING		4 NOS					1 NO	16 NOS			

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	VALUE	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
	ER6007											
2	MANUAL COATING								5 NOS			
3	POTTING SEMOKOT 9S		1 NOS					2 NOS	5 NOS			
4	POTTING OUTER AREA	ALLURA BURNING TESTING MACHINE		ULTROSONI WELDING MACHINE	MICROSUPERSONIC							
		GAYATHRI EOL TEST RIG							7 NOS			
5	MARKING AREA			LASER MARKING	KYORITSU			3 NOS	4 NOS			
				LASER MARKING	KYORITSU							
				INK JET	KGK							
6	L1 R U244	GAYATHRI EOL TEST RIG		BRANSON WELDING MACHINE	EMERSON		2 NOS	9 NOS	10 NOS			
7	L1 L PWS						2 NOS	15 NOS	11 NOS			
8	L2 R PWS	GAYATHRI EOL TEST RIG		ULTROSONI WELDING MACHINE	MICROSUPERSONIC		1 NO	13 NOS	8 NOS			
		MICRO LOGIC TEST RIG										

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	VALUE	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
9	L2 L J1C5	KYORITSU TESTING M/C		BRANSON WELDING MACHINE	EMERSON		3 NOS	6 NOS	9 NOS			
10	L3 R REML REGULAR /P3K	GAYATHRI EOL TEST RIG					1 NO	5 NOS	9 NOS			
11	L3 L REML REGULAR			ULTROSONI WELDING MACHINE	MICROSUPERSONIC		3 NOS	9 NOS	10 NOS			
12	L4 R U812/ RIVER /REML 2A	KYORITSU TESTING M/C		ULTROSONI WELDING MACHINE	MICROSUPERSONIC		1 NO	5 NOS	11 NOS			
13	L4 L ACPD	KYORITSU TESTING M/C		ULTROSONI WELDING MACHINE	MICROSUPERSONIC		3 NOS	2 NOS	9 NOS			
14	L5 R AATA	GAYATHRI EOL TEST RIG					1 NO	5 NOS	9 NOS			
15	L5 L ADJR	GAYATHRI EOL TEST RIG					3 NOS	11 NOS	9 NOS			
16	L6 R ADJR/ AGJS						1 NO	10 NOS	10 NOS			
17	L6 L ABZG	GAYATHRI EOL TEST RIG		ULTROSONI WELDING MACHINE	MICROSUPERSONIC		3 NOS	12 NOS	12 NOS			
18	ROUTING							6 NOS	14 NOS			

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	VALUE	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
	MACHINE AREA											
19	POTTING FR6007		1NO					2 NOS	6 NOS			
20	POTTING FR6007 ER		1 NO					4 NOS	4 NOS			
21	PNEUMATIC AIR LINE	154 MTR										

E. Second Floor

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
1	MANUAL POTTING		1 NOS				9 NOS	12 NOS			
2	L1 R N117 SS	GAYATHRI EOL TEST RIG				2 NOS	13 NOS	10 NOS			
3	L1 L N360 SS	JVB EOL TEST RIG				4 NOS	9 NOS	10 NOS			
4	L2 R N251 SS	KYORITSU EOL TEST RIG				4 NOS	9 NOS	10 NOS			
5	L2 L N282 SS	GAYATHRI EOL TEST RIG				2 NOS	13 NOS	12 NOS			
6	L3 R NTORQ SS	KYORITSU EOL TEST RIG					12 NOS	9 NOS			
7	L3 L NTORQ SS	GAYATHRI EOL				2 NOS	8 NOS	11 NOS			

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
		TEST RIG									
8	L4 R U324C GPS	GAYATHRI EOL TEST RIG		PNEUMATIC PRESS			6 NOS	10 NOS			
				PNEUMATIC PRESS							
				PIP FUSING MACHINE	PUSHPA SOULITION						
9	L4 L J1 GPS /U324 C	GAYATHRI EOL TEST RIG		AIR LEAK TEST RIG	SS INSTRUMRNT		8 NOS	9 NOS			
	U368/ ADJR	GAYATHRI EOL TEST RIG									
		KYORITSU EOL TEST RIG									
10	L5 R NC GPS	GAYATHRI EOL TEST RIG				1 NO	7 NOS	9 NOS			
		GAYATHRI EOL TEST RIG									
11	L5 L J1 NUTRUL SWITCH	GAYATHRI EOL TEST RIG		SPINNING MACHINE	SAI MACHINE TOOLS	1 NO	9 NOS	11 NOS			
				PIP FUSING MACHINE	SRI LAKSHMI VENKATESHWARA						
12	L6 R HMCL	GAYATHRI EOL TEST RIG		SPINNING MACHINE	SAI MACHINE TOOLS		8 NOS	10 NOS			
13	L6 L SAGP	GAYATHRI EOL		PNEUMATIC PRESS		1 NO	9 NOS	11 NOS			

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
		TEST RIG									
		GAYATHRI EOL TEST RIG									
14	L7 R N360 GPS	KYORITSU EOL TEST RIG		AIR LEAK TEST RIG	SS INSTRUMRNT		5 NOS	9 NOS			
				AIR LEAK TEST RIG	SS INSTRUMRNT						
15	L7 L N360 GPS					5 NOS	4 NOS	10 NOS			
16	L8 R N54 SS	KYORITSU EOL TEST RIG				3 NOS	1 NO	10 NOS			
17	L8 L U368 LED FLASHER	ALLURA TEST RIG				1 NO	8 NOS	11 NOS			
		GAYATHRI EOL TEST RIG									
18	SEMOKOT 9 S						20 NOS	25 NOS			
19	PNEUMATIC AIR LINE	205 MTR									

E. Third Floor

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
1	AUTO MACHINE AREA	U368 SSS		AUTO MACHINE	GEAYARTHRI		3 NOS	3 NOS			
		N282 SSS		AUTO MACHINE	GEAYARTHRI		3 NOS	3 NOS			

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
		N360 SSS		AUTO MACHINE	GEAYARTHRI		3 NOS	3 NOS			
		N360 SSS		PNEUMATIC PRESS							
		N360 SSS		PNEUMATIC PRESS			5 NOS	5 NOS			
2	L1 R N360 SSS	ALLURA PRE PORT				3 NOS	6 NOS	11 NOS			
		ALLURA PRE PORT									
		ALLURA PRE PORT									
		ALLURA PRE PORT									
		ALLURA PRE PORT									
3	L1 L N360 SSS	GAYARTHRI EOL TEST RIG				2 NOS	4 NOS	9 NOS			
		GAYARTHRI EOL TEST RIG									
4	L2 R U347 SSS	GAYARTHRI EOL TEST RIG				2 NOS	11 NOS	11 NOS			
		ALLURA PRE PORT									
		ALLURA PRE PORT									
5	L2 L OLA CHARGER	KYORITSU EOL TEST RIG				1 NO	7 NOS	11 NOS			

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
6	L3 R U368 SSS	ALLURA PRE PORT									
		ALLURA PRE PORT									
		ALLURA PRE PORT									
		GAYARTHRI EOL TEST RIG				2 NOS	5 NOS	10 NOS			
7	L3 L N282 SSS	ALLURA PRE PORT				2 NOS	5 NOS	11 NOS			
		ALLURA PRE PORT									
		ALLURA PRE PORT									
		ALLURA PRE PORT									
		ALLURA PRE PORT									
8	L4 R N282 SSS	GAYARTHRI EOL TEST RIG				2 NOS	9 NOS	11 NOS			
9	L4 L N282 SSS	ALLURA PRE PORT									
		ALLURA PRE PORT									
		ALLURA PRE PORT									
		ALLURA PRE PORT				2 NOS	8 NOS	11 NOS			
10	L5 R NTORQ SSS	GAYARTHRI EOL				2 NOS	3 NOS	10 NOS			

SL NO	LINE	TEST RIG	OVEN	MACHINE NAME	SUPPLIER NAME	SOLDERING STATION	CHAIR	TABLE	SYSTEM	PRINTER	RACK
		TEST RIG									
11	L5 L NTORQ SSS	ALLURA PRE PORT									
		ALLURA PRE PORT									
		GAYARTHRI EOL TEST RIG				2 NOS	10 NOS	10 NOS			
12	L6 R COATING AREA			MANUAL PRESS			5 NOS	10 NOS			
				MANUAL PRESS							
				MANUAL PRESS							
13	L6 L SIMPLE ENERGY	GAYARTHRI EOL TEST RIG						12 NOS			
		GAYARTHRI EOL TEST RIG									
14	PNEMATIC AIR LINE	116 MTR									

F. F&F

PARTICULARS	CHAIRS	TABLES	TV
CANTEEN	416	122	
GUEST HOUSE	53	16	1
SECURITY OFFICE	9	7	
WAR ROOM	13	8	1
FG AREA	13	8+15 NOS ESD TABLE	
TRAINING HALL		20 WITH TABLE SET	

G. Lab

SL NO	LINE	MACHINE NAME	SUPPLIER NAME	CHAIR	TABLE	SYSTEM	PRINTER
A	LAB	OVEN	CONSOLIATED ELECTRIC IND	10 NOS	8 NOS	6 NOS	1 NO
B		HOT CHAMBER	CME				
C		COLD CHANBER	CME				
D		BREAK PRESSURE SWITCH DURABILITY TEST RIG	MELZ				
E		CLIMATIC CHANBER	CME				
F		TERMAL SHOCK CHAMBER	CME				
G		SALT SPRAY CHAMBER	SESS				
1		RAIN TEST CHAMBER	REVEAL				
2		SLOSH TEST RIG	SRF GANESH INDUCTIES				
3		AIR COMPRESSER	CHICAGO PNEUMATIC				
4		SSS ENDURANCE TEST RIG	ALLURA				
5		SSS ENDURANCE TEST RIG	ALLURA				
6		SSS ENDURANCE TEST RIG	ALLURA				
7		CAP DURABILITY TEST RIG	ALLURA				
8		PRESSURE SWITCH ENDURANCE TEST RIG	ALLURA				
9		SPEED SENSOR ENDURANCE TEST RIG	ALLURA				
10		BEEPER ENDURANCE TEST RIG	ALLURA				

SL NO	LINE	MACHINE NAME	SUPPLIER NAME	CHAIR	TABLE	SYSTEM	PRINTER
11		IC FLASHER ENDURANCE TEST RIG	ALLURA				
12		NC GPS ENDURANCE TEST RIG	ALLURA				
13		C GPS ENDURANCE TEST RIG	ALLURA				
14		USB CONNECTOR INSTERTION ENDURANCE TEST RIG	ALLURA				
15		USB CHARGER ENDURANCE TEST RIG	ALLURA				
16		NC GPS ENDURANCE TEST RIG	ALLURA				
17		FSU ENDURANCE TEST RIG	FLEXI MANUFACTRING SOULITION				
18		FSU ENDURANCE TEST RIG	ALLURA				
19		RELAY ENDURANCE TEST RIG	ALLURA				
20		RELAY ENDURANCE TEST RIG	ALLURA				