

महाराष्ट्र शासन  
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

16270524865277

Bank/Branch: IBKL - 6910276/Aurangabad  
Pmt Txn id : 682284325  
Pmt DtTime : 11-MAR-2020@19:19:12  
ChallanIdNo: 69103332020030350049  
District : 3101-AURANGABAD

Stationery No: 16270524865277  
Print DtTime : 13-MAR-2020 16:44:53  
GRAS GRN : MH0132478922019208  
Office Name : IGR206-ARB2\_AURANGABAD  
GRN Date : 11-Mar-2020@19:19:12

StDuty Schm: 0030046401-75/STAMP DUTY

StDuty Amt : R 2,43,690/- (Rs Two, Four Three, Six Nine Zero only)

RgnFee Schm: 0030063301-70/Registration Fees

RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h) (A) (iv) --Agreement creating right and having monetary value  
Prop Mvblty: N.A. Consideration: R 12,15,94,642/-  
Prop Descr : STAMP DUTY ON BUSINESS TRANSFER AGREEMENT

Duty Payer: PAN-AAHCD6375R,DHOOT ELECTRICALS SYSTEMS PRIVATE LIMITED

Other Party: PAN-AABCD1207C,DHOOT TRANSMISSION PRIVATE LIMITED

Bank official1 Name & Signature

*[Signature]* 131497

*[Signature]*



Bank official2 Name & Signature

--- Space for customer/office use --- Please write here ---

रवि सोनी / राधा सोनी  
ईआयएन-924639/ईएन-924639

*[Signature]*

*[Signature]*

**BUSINESS TRANSFER AGREEMENT**

**BETWEEN**

**DHOOT TRANSMISSION PRIVATE LIMITED  
("Transferor")**

**AND**

**DHOOT ELECTRICALS SYSTEMS PRIVATE LIMITED  
("Transferee")**



**Vaish Associates**  
106, Peninsula Centre, Dr. S. S. Rao Road,  
Parel, Mumbai - 400012, India  
Phone: +91 22 42134101 (Board)  
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**New Delhi | Mumbai | Bangalore**

**DHOOT TRANSMISSION PVT. LTD**

*Kiran Dhoot*

**Director**

**For DHOOT ELECTRICALS SYSTEMS PVT. LTD.**

*Anand*  
**Director**

## **BUSINESS TRANSFER AGREEMENT**

THIS BUSINESS TRANSFER AGREEMENT (this "Agreement") is made and entered into on March , 2020 (the "Execution Date") at Aurangabad by and between:

**DHOOT TRANSMISSION PRIVATE LIMITED**, CIN - U31300PN1998PTC131629, a company incorporated under the Companies Act, 1956 and subsisting under the Companies Act, 2013, and having its registered office at Gut No. 312, Nanekarwadi, Chakan, Taluka Khed, District Pune - 410501 (hereinafter referred to as "**Transferor**"), which expression shall be deemed to mean and include its successors and assigns);

And

**DHOOT ELECTRICALS SYSTEMS PRIVATE LIMITED**, CIN - U31904MH2020PTC336736, a company incorporated under the Companies Act, 2013 and having its registered office at Plot No. AL - 18, AL -19 MIDC, Shendra SEZ Area, Aurangabad, Maharashtra - 431201, India (hereinafter referred to as "**Transferee**"), which expression shall be deemed to mean and include its successors and assigns).

The Transferor and Transferee shall individually be referred to as the "**Party**" and collectively as the "**Parties**".

### **RECITALS**

WHEREAS, the Transferor and Transferee are group companies;

WHEREAS, Transferor has set up a special economic zone unit for engineering and electronics at plot no. AL - 18, AL -19 Five Star, Maharashtra Industrial Development Corporation ("**MIDC**"), Shendra Industrial Area, Aurangabad, Maharashtra - 431201, India ("**Plot**"), which, *inter-alia*, manufactures integrated wiring harness, auto wing harness / cables ("**Business**");

WHEREAS, Transferee is engaged, *inter alia*, in the business of manufacturing of integrated wiring harness, auto wing harness / cables, battery cable, power cords etc.;

AND WHEREAS, the Transferor is desirous of selling the Business to the Transferee for various purposes, *inter alia*, focusing on its core domestic business, managing and expanding the residuary business and reducing its debt burden;

AND WHEREAS the Transferee is desirous of purchasing the Business from the Transferor for developing its export business, investment opportunities to expand its business and better utilizing its internal accruals for expansion purposes;

DHOOT TRANSMISSION PVT. LTD.

*Kumar*

Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

*[Signature]*

Director

AND WHEREAS, Transferor desires to sell, transfer and assign to Transferee, and Transferee desires to purchase, acquire and assume from Transferor, as a going concern and on a slump sale basis, all of Transferor's right, title and interest in and to all of the Business, *inter alia*, comprising of the Transferred Assets and Assumed Liabilities (each as defined below), effective as of the Closing Date, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **Section 1 - Defined Terms**

1.1 **Transfer as a Going Concern.** References in this Agreement to the transfer of the Business "as a going concern" means the transfer of an ongoing business, including tangible elements and Intangible Assets which, together, constitute an undertaking carrying on an independent economic activity which Transferee hereby intends to operate after the Closing Date.

1.2 **Other Defined Terms.** All capitalized terms that are not defined directly within the body of this Agreement shall have the respective meanings set forth in Exhibit A.

### **Section 2 - Transfer as a Going Concern**

2.1 Subject to the terms and conditions hereof, with effect from the Closing Date, Transferor agrees to sell, convey, assign and deliver to Transferee, and Transferee agrees to purchase, acquire and accept from Transferor, the Business, including the Transferred Assets and Assumed Liabilities and excluding the Other Liabilities, on a slump sale basis free and clear of all encumbrances. For the avoidance of doubt, in this slump sale process as provided in this Agreement, the Business shall be transferred as a whole as a going concern by Transferor to Transferee for the Purchase Price as payable in terms of this Agreement without assigning any values to the individual assets or liabilities.

2.1A. **Transferred Assets.** The assets to be purchased include all assets currently used to operate the Business, including without limitation, the following:

(a) All assets, movable, immovable and intangible, reflected and/or described in the Most Recent Balance Sheet, together with all other assets owned or used by Transferor in connection with the Business, whether or not fully depreciated, written off or never reflected on the Most Recent Balance Sheet;

(b) All inventory in relation to the Business;

(c) All Business Intellectual Property, retailer/distributor contact information, marketing prospects and information, vendor information, and the right and power to assert, defend and recover title to all of the foregoing in the same manner and to the same extent as Transferor could do or could cause to be done if the transactions contemplated hereby did not occur, and the

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For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

right to sue and recover for past damages on account of violations, infringement, misuse, or theft thereof;

(d) All original business records and other documents, discs, tapes and other records of Transferor that relate to the Business, including (but not limited to) all sales data, accounts, bids, supplier/distributor records, supplier/distributor lists and files, copies of invoices, import documents relating to the Transferred Assets and the Assumed Liabilities, drawings, designs, specifications, process information, performance data, software, programs, correspondence and other information or data, but excluding original copies of the accounting, tax and corporate books of Transferor, which books Transferor will retain in accordance with the applicable law and permit Transferee access to or, in the event Transferor desires to dispose of such books, will turn over to Transferee.

(e) Original sales and promotional literature, current and past product designs and related drawings, retailer/distributor pricing information and other materials relating to sales, marketing, advertising or promotions related to the Business;

(f) All real properties owned, used and/or on government lease in relation to the Business including lease of the Plot from MIDC;

(g) Transferred Employees;

(h) Permits in relation to the Business, to the extent transferable;

(i) All other claims, rights and choses in action, liquidated or unliquidated in each case, relating to the Business;

(j) All rights of Transferor in, to and under all the contracts related to Business;

(k) The accounts receivable, rebates receivable and other current receivables of Transferor with respect to the Business and the full benefit of all security for such accounts or rights to payment and any claim, remedy or right related to the foregoing;

(l) All prepaid items and expenses, deferred charges, advance payments, deposits, rights of offset, credits, claims for refunds and similar items of Transferor that relate to the Business, in each case determined in accordance with Generally Accepted Accounting Principles, applied on a consistent basis;

(m) All causes of action, judgments, claims, rights, reimbursements and demands of whatever nature in favor of Transferor relating to the Business that are not related to Other Liabilities (including rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials or equipment or components thereof, including rights arising from the performance or breach by third parties of their obligations under the contracts);

(n) The goodwill of the Business, whether recorded in books or not;

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For DHOOT ELECTRICALS SYSTEMS PVT. LTD.



Director

  
Director

(o) The rights of Transferor to all covenants not to compete or solicit, restrictive covenants, covenants pertaining to confidentiality and similar covenants in favor of Transferor relating to the Business;

(p) The rights of Transferor relating to the Assumed Liabilities;

(q) Any tax refunds, tax incentives, or tax credits relating to the Business;

(r) Insurance rights and proceeds, and insurance policies related to any Transferred Asset or Assumed Liability, if any, with third parties held in the name of Transferor, and all benefits thereunder to the extent transferrable;

(s) All mobile telephones and mobile telephone numbers relating to the Business, to the extent transferable;

(t) All cash and cash equivalent items, including such items held by or for the account of the Business, including all funds held in bank accounts or demand accounts, certificates of deposit, time deposits, marketable securities, negotiable instruments, the proceeds of any accounts receivable paid on or prior to the Closing Date;

(u) All other assets and property used in the operation of the Business.

The foregoing assets are herein collectively called the "**Transferred Assets**". In the event that the legal interest in any of the Transferred Assets to be sold, assigned, transferred or conveyed pursuant to this Agreement, or any claim, right or benefit arising thereunder or resulting therefrom cannot be sold, assigned, transferred or conveyed hereunder as of the Closing Date because any waiting or notice period has not expired or any consents or approvals required for such transfer have not been obtained or waived, then the legal interest in such Transferred Assets shall not be sold, assigned, transferred or conveyed unless and until such waiting or notice period shall have expired or until approval, consent or waiver thereof is obtained. Transferor, at Transferor's expense, and Transferee shall use commercially reasonable efforts to cooperate in obtaining such consents or approvals as may be necessary to complete such transfers as soon as practicable. Pending the assignments, conveyances and transfers referred to in this paragraph, Transferor shall hold any such non-assigned Transferred Assets for the benefit of Transferee and shall cooperate with Transferee, without the payment of any additional consideration by Transferee, in any lawful and reasonable arrangements designed to provide the benefits of ownership thereof to Transferee and if such Transferred Asset is liquidated or sold by Transferor, it shall receive in trust and promptly pay over to the Transferee any money paid to Transferor in respect of the Transferred Assets.

The Transferred Assets do not include any assets of Transferor that are not primarily related to the Business (the "**Other Assets**"), and Transferor will retain all right, title and interest in and to any Other Assets.

2.1B. Assumed Liabilities. Effective as of the Closing Date, Transferee hereby assumes and agrees to perform and fulfill when due, and to the extent applicable, comply with, any and all

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4

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Director

Director

of Transferor's liabilities, commitments and obligations of any kind, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown (the "**Liabilities**"), to the extent such Liabilities relate to or arise out of the Business (the "**Assumed Liabilities**"), in accordance with their respective terms. The Assumed Liabilities do not include the Liabilities of Transferor to the extent such Liabilities do not relate to or arise out of the Business (the "**Other Liabilities**"), and Transferee is not assuming or agreeing to perform and fulfill when due and comply with any of the Other Liabilities, which will remain the sole obligation and responsibility of Transferor.

2.1C. The Transferee shall also be entitled to continue to avail the tax incentives, tax deductions, tax holidays and any other tax reliefs under the provisions of Direct Taxes for the unexpired period which the Transferor was eligible to avail in relation to the Business of the undertaking which is being transferred by the Transferor.

2.2 Consideration. In exchange for the transfer of Business on the Closing Date, Transferee will pay to Transferor in cash in Indian rupees, a lump-sum consideration, as slump sale consideration which shall be the fair market value of the Business as on the Closing Date, as determined by an independent valuer or chartered accountant (the "**Purchase Price**") within a period of 30 (thirty) days from the Closing Date. It is further clarified that the Transferee will assume, on the Closing Date, the Assumed Liabilities held by Transferor, as a part of the transfer of the Business by Transferor to Transferee.

2.3 Closing Date. The transfer of the Business shall take place after the fulfilment of conditions mentioned in Section 2.3A on a date, place and time as mutually agreed by the Parties ("**Closing Date**").

2.3A. Obligations of Parties prior to Closing Date. The obligation of the Parties to close the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions unless waived, in whole or in part, by the other Party:

(a) Transferor shall have obtained approval from board of directors of the Transferor in respect of the transactions contemplated under this Agreement.

(b) Transferee shall have obtained approval from board of directors of the Transferee in respect of the transactions contemplated under this Agreement.

(c) Transferor shall have obtained approval from of the shareholders of the Transferor, if applicable, in respect of the transactions contemplated under this Agreement.

(d) The Transferor and Transferee shall have jointly obtained the approval of the transfer of the letter of approval from the unit approval committee of MIDC Aurangabad Special Economic Zone under the chairmanship of Development Commissioner, SEEPZ – Special Economic Zone.

(e) The Transferor shall have obtained the approval for such transfer from all the creditors who have charge on the Transferred Assets.

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*Kiran*

Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

*[Signature]*

Director

(f) The Transferor to execute Deed of Novation with the counterparties of transferred contracts, or at the sole discretion of Transferee, cause the relevant counterparties of the transferred contracts to execute fresh contracts with the Transferee in relation to transferred contracts.

(g) The Parties hereby acknowledge that the assignment of lease of the Plot is from Transferor to Transferee which are group companies and accordingly no prior consent is required from chief executive officer of MIDC in terms of Clause 2(u) of the final lease deed dated October 24, 2013 and the deed of modification dated March 20, 2016 as executed between MIDC and the Transferor and therefore the Parties shall intimate in writing to the chief executive officer of MIDC in relation to the assignment of the Plot from the Transferor to the Transferee.

(h) The Parties shall agree on the format of the Transaction Documents.

2.3B. Actions on the Closing Date. On the Closing Date, the Parties shall undertake the following actions provided herein below:

(a) the Parties shall execute and, where applicable, register the Transaction Documents, including the Deed of Assignment;

(b) Transferor shall hand over vacant and peaceful possession of the immoveable assets, forming part of Transferred Assets, including the Plot, along with the title property papers and documents to Transferee simultaneously upon execution and registration of the Deed of Assignment with the sub-registrar of assurances;

(c) Transferor shall deliver to Transferee all original documents and records in its possession including but not limited to sale deeds, building use permissions, factory plans and layouts and all other documents, certified true copies of corporate approvals and any other documents relating to the immoveable assets forming part of Transferred Assets;

(d) Transferor shall transfer the moveable assets forming part of Transferred Assets and the books and records relating the Transferred Assets, wherever located on the Closing Date, being entirely of a moveable nature, by physical delivery of possession thereof to Transferee and Transferee shall acknowledge receipt thereof to Transferor by executing the Protocol of Delivery and Acceptance and there shall be no further act or deed required to be done for this purpose by or between the Parties except as may be set forth in this Agreement; and

(e) the transfer of the Transferred Employees shall occur pursuant to Section 7 hereof.

2.4 Transfer Documentation. For the avoidance of doubt, all Business Intellectual Property and all owned real property primarily related to the Business shall be transferred from Transferor to Transferee in accordance with Section 2.1 above. The Parties shall enter into or execute transfer instruments, assignment documents and any other documents necessary to effect or evidence such transfer and/or to facilitate registration of such transfer with the applicable Governmental Authorities.

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Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.



Director

2.5 Lump Sum Consideration. The Parties acknowledge and agree that the transaction contemplated by this Agreement is a transfer of the Business as a going concern and on a slump sale basis, and that the Purchase Price is lump sum consideration. No specific part of the Purchase Price is allocated to any specific asset, right or other interest of Transferor comprising the Business, nor can the Purchase Price be so allocated. Any allocation of consideration provided for in the Transaction Documents, if applicable, is the fair value agreed between Transferor and Transferee solely for purposes of calculating stamp duty and any registration charges.

2.6 Transfer Mechanics. Unless otherwise mutually agreed in writing by the Parties, all actions contemplated by this Agreement to be consummated on the Closing Date shall be deemed to occur simultaneously and no such action shall be consummated unless all such actions are consummated.

### **Section 3 - Warranties and Covenants**

3.1 Transferor warrants to Transferee that to Transferor's knowledge, Transferor has good and marketable title to the Transferred Assets and is free to transfer good and marketable title to all the said Transferred Assets to Transferee.

3.2 Each of the Parties hereby warrants to the other that it has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

3.3 From the Execution Date until the Closing Date, the Transferor shall operate and run the Business in trust for the Transferee and in ordinary course of business. During such period, the Transferor shall not take any action with respect to the Business without the prior written permission of the Transferee.

### **Section 4 - Post-Transfer Cooperation**

4.1 Agreement for Exchange of Information. Except as otherwise provided in this Agreement, each of Transferor and Transferee, on behalf of itself and its respective subsidiaries and affiliates, shall use commercially reasonable efforts to provide or make available, or cause to be provided or made available, to the other Party, at any time before or after the Closing Date, as soon as reasonably practicable after written request therefor, any information (or a copy thereof) in the possession or under the control of either Party or any of its subsidiaries and affiliates to the extent that (a) such information relates to (i) the Business, or any Transferred Asset or Assumed Liability, if Transferee is the requesting Party, or (ii) any business of Transferor other than the Business; or any Other Asset or Other Liability, if Transferor is the requesting Party, (b) such information is required by the requesting Party to comply with its obligations under this Agreement, or (c) such information is required or reasonably necessary for the requesting Party to comply with any obligation imposed by any Governmental Authority; provided, however, that in the event that the Party to whom the request has been made determines that any such provision of information could be commercially detrimental, violate any law or agreement, or waive any attorney-client privilege, then the Parties shall use commercially reasonable efforts to permit

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*Kishor*

Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

*[Signature]*

Director

compliance with such obligations to the extent and in a manner that avoids any harm or consequence. The Party providing information pursuant to this Section 4.1 shall only be obligated to provide such information in the form, condition and format in which it then exists and in no event shall such Party be required to perform any improvement, modification, conversion updating or reformatting of any such information, and nothing in this Section 4.1 shall expand the obligations of the Parties under Section 4.2. A Party requesting information may request access to or copies of information on an accelerated basis where such information is reasonably believed to be necessary to comply with a request from Governmental Authority in connection with a Proceeding. The Party requesting information agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, of creating, gathering, copying, transporting and otherwise complying with the request with respect to such information. The provision of information under this Section 4.1 shall not affect the ownership of such information or constitute the grant of rights in or to any such information.

4.2 Records. The Parties agree to provide the other Party and its affiliates with reasonable access to, until the expiration of the period for which such records or information are required to be maintained under applicable law, all records or information, including books, manuals, policy documents, cost sheets, ledgers, financial and other records relating to (i) asset ledgers/registers, (ii) Liabilities, (iii) purchase of materials, supplies and services, (iv) accounting and operations, (v) manufacture and sale of products, (vi) business reports, plans and projections, and (viii) lists, files and documents relating to customers, suppliers and vendors, which may be relevant to any Tax Return, audit, examination or Proceeding in a manner consistent with past practice.

4.3 Availability of Individuals and Information. The Parties acknowledge that, from time to time after the Closing Date, a Party may desire cooperation, including provision of information and witnesses in connection with a Proceeding or need to provide information requested or required by a Governmental Authority (each, a "Cooperation Event"). After the Closing Date (or such earlier time as the Parties may agree), except in the case of a Cooperation Event in which the interests of one Party or any of its subsidiaries are adverse to the interests of the other Party or any of its subsidiaries, subject to applicable law, each Party shall use commercially reasonable efforts to make available (including as a witness) to the other Party, upon written request, the former, current and future officers, employees and agents of the Party and its subsidiaries and any information that cannot otherwise reasonably be obtained and is within its control or which it otherwise has the ability to make available, to the extent that any such person may reasonably be required in connection with any actual or reasonably contemplated Cooperation Event in which the requesting Party may from time be involved. The requesting Party shall bear reasonable costs and expenses in connection with making available such individuals (but excluding salary, wages or incentive compensation of such individuals). Without limiting the foregoing, and subject to any applicable law, each Party shall, and shall cause its respective subsidiaries to, cooperate and consult to the extent necessary or advisable with respect to any Cooperation Event (other than a Cooperation Event in which the interests of one Party or any of its subsidiaries are adverse to the interests of the other Party or any of its subsidiaries) that arise under this Agreement or otherwise arise out of result directly from actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing prior to the Closing Date. For **DHOOT ELECTRICALS SYSTEMS PVT. LTD.**

**DHOOT TRANSMISSION PVT. LTD.**

4.4 Expertise and Turnover. For the avoidance of doubt, it is hereby agreed between the Parties that Transferee is entitled to use all Business Intellectual Property transferred from Transferor to Transferee in accordance with Section 2 for purposes of its operation of the Business after the Closing Date, including, but not limited to, using the expertise, qualifications and experience of Transferor to apply for government or other customer tenders. The Parties hereby agree that Transferee is expressly permitted to cite the sales turnover of the Business, including export turnover, generated prior to the Closing Date to apply for licenses and Permits.

4.5 Misallocations. To the extent that, from time to time after the Closing Date, Transferor or Transferee identify assets that are owned by Transferee but that are in the possession of Transferor, Transferor will use commercially reasonable efforts to locate such items and take such action as is necessary to put Transferee in actual possession thereof (for no additional consideration). To the extent that, from time to time after the Closing Date, Transferor or Transferee identify assets that are owned by Transferor but that are in the possession of Transferee, Transferee will use commercially reasonable efforts to locate such items and take such action as is necessary to put Transferor in actual possession thereof (for no additional consideration).

4.6 Real Estate. The Parties shall within 20 (twenty) days from the Closing Date give notice in writing to the chief executive officer of MIDC about the completion of the assignment along with a copy of the Deed of Assignment.

4.7 Permits. Without prejudice to the rights and obligations of any Party under this Agreement, during the Interim Period, the Parties agree that the Business shall be operated by Transferor in trust for Transferee on the basis of the available Permits. Such operation of the Business during the Interim Period shall, for legal intent and purposes, be deemed to be operation of the Business by Transferor in trust and on behalf of Transferee. The Parties will mutually agree on their respective operational roles and responsibilities during the Interim Period. Notwithstanding anything to the contrary contained elsewhere in this Agreement, all profits or losses or risks arising out of the operations of the Business during the Interim Period shall be for the account of Transferee, including any payments made to Transferor's bank account. Transferee shall indemnify Transferor for any losses incurred or suffered by Transferor in relation to the operation of the Business by Transferor as above.

4.8 Unbilled Services. Any services related to the Business that have not been billed to customers prior to the Closing Date will be billed by Transferee.

4.9 Receipt of funds post-Closing Date. If the Transferor, after the Closing Date receives any funds properly belonging to the Business, the Transferor will promptly so advise the Transferee, will segregate and hold such funds in trust for the benefit of the Transferee and will promptly deliver such funds, together with any interest earned thereon and reasonable details regarding the reason for and source of the remittance, to an account or accounts designated in writing by Transferee.

#### **Section 5 - Transfer Taxes**

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Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.



Director

5.1 All transfer, conveyance, registration fees, stamp duty, sales, ad valorem, recording, real property, government lease transfer levy or cost or other similar taxes applicable to this Agreement, the Transaction Documents and the transactions contemplated by this Agreement shall be borne by Transferee.

#### **Section 6 - Tax Returns and Proceedings**

6.1 Direct Taxes. Transferor will control and be responsible for the filing of all Tax Returns related to Direct Taxes required to be filed with respect to the Business, Transferred Assets and Assumed Liabilities for any Pre-Transfer Period or Straddle Period up to the Closing Date. All such Tax Returns will be completed in accordance with past practice to the extent permitted by applicable law. Transferor will make all payments required with respect to any such Tax Return.

6.2 Indirect Taxes. Transferee will control and be responsible for the filing of all Tax Returns related to Indirect Taxes required to be filed on behalf of Transferor with respect to the Business, Transferred Assets and Assumed Liabilities for any Pre-Transfer Period or Straddle Period, including returns or reports required to be filed under Special Economic Zone Act, 2005 and allied rules. All such Tax Returns will be completed in accordance with past practice to the extent permitted by applicable law. Transferee will make all payments required with respect to any such Tax Return. The Transferor shall transfer the goods and services tax (GST) credit relating to the Business as on the Closing Date to the Transferee. The Transferor shall provide necessary assistance and undertake all necessary steps in the said context.

6.3 Post-Transfer Period. For the avoidance of doubt, Transferee will control and be responsible for all Tax Returns required to be filed with respect to the Business, Transferred Assets and Assumed Liabilities for any Post-Transfer Period.

#### **6.4 Proceedings.**

(a) Regardless of the parties to the applicable Proceedings, except as set forth in Section 6.4(b), Transferee will control and be responsible for any Proceedings related to or arising out of the Transferred Assets and Assumed Liabilities, whether now pending or commenced in the future, and whether related to actions, inactions, events, omissions, conditions, facts or circumstances occurring or existing before or after the Closing Date. Transferee will keep Transferor informed about any material developments in any such Proceedings.

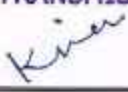
(b) Transferor will control and be responsible for any Proceedings related to Direct Taxes with respect to the Transferred Assets and Assumed Liabilities for any Pre-Transfer Period or Straddle Period.

6.5 Reimbursement. In the event that Transferor or Transferee is liable under this Agreement for any taxes paid by the other party with respect to any Tax Return or for any Liabilities arising out of Proceedings, prompt reimbursement will be made.

6.6 Authorization and Assurances. Each Party shall perform such acts, execute and deliver such instruments, authorizations, powers of attorney and documents, and do all such other

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for DHOOT ELECTRICALS SYSTEMS PVT. LTD.

  
Director

  
Director

things as it reasonably can, and which are reasonably necessary for each Party to comply with its obligations under this Section 6 or to otherwise give effect to this Section 6.

#### **Section 7 - Employee Matters**

7.1 Employee Transfers The employment of each Business Employee, including all related rights and obligations, will transfer to Transferee as of the Closing Date, except with respect to any Business Employee who timely exercises or has exercised his or her rights, if any, under applicable law to prevent such a transfer from occurring (any such rights, "**Objection Rights**"). Effective as of the Closing Date, each Business Employee who does not timely exercise his or her Objection Rights shall become an employee of Transferee (a "**Transferred Employee**"). Each Business Employee who timely exercises his or her Objection Rights shall not become a Transferred Employee. The transfer of Transferred Employees will be on such compensation package and termination notice period which is no less favorable than the compensation package and termination notice period existing as on the Closing Date. Transferred Employees transferred under this Agreement, and who fall under the category of 'workmen' within the meaning of the Industrial Disputes Act, 1947, shall be transferred in accordance with section 25 FF thereof with the benefit of continuity of service.

7.2 Employee Benefit Plans. After the Closing Date and at the request of the Transferee, the Transferor shall transfer all the balances in the Employee Benefit Plans as in force, in relation to the Transferred Employees, to Transferee or the employee benefit plans of the Transferee in accordance with the applicable laws. The Transferor, at the request of the Transferee shall assist Transferee in filing necessary documents including New Form 11 - Declaration Form under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 for each Transferred Employee.

#### **Section 8 - Indemnity**

Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party (the "**Indemnified Party**") from and against any and all losses, liabilities, penalties, settlements, damages and expenses (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses in connection with any action, suit or proceeding involving a third party claim or a claim solely between the Parties hereto) incurred or sustained by, or imposed upon, the Indemnified Party based upon, arising out of or resulting from: (i) any inaccuracy in or breach of any representations and warranties of the Indemnifying Party, or (ii) a breach of covenant or agreement made or to be performed by the Indemnifying Party pursuant to this Agreement

#### **Section 9 - General Provisions**

9.1 Binding Nature. This Agreement will be binding upon and inure to the benefit of the Parties and the successors and assigns of the Parties.

DHOOT TRANSMISSION PVT. LTD

Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

Director

9.2 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and does not confer on third parties any remedy, claim, reimbursement, claim of action or other right in addition to those existing without reference to this Agreement.

9.3 Further Assurances. Each Party shall perform such acts, execute and deliver such instruments and documents, and do all such other things as it reasonably can, and which are reasonably necessary to accomplish the transactions contemplated in this Agreement and/or to otherwise give effect to this Agreement.

9.4 Notices.

(a) Any notice, request, demand or other communication to be given by any Party to the other Party under this Agreement shall be in English, in writing and shall be sent to the Party to whom directed by: (i) hand delivery, or (ii) electronic mail, or (iii) sent by postage prepaid registered post with acknowledgement due or by recognized courier service. The Parties addresses for the purpose of service of such notice, request, demand or communication are as follows:

**The Transferor**

Attention: Mrs. Kiran Radhavallabh Dhoot  
Address: "Mangalam" Near Youth Hospital, Vishrambaug Colony,  
Padampura, Aurangabad – 431005, Maharashtra, India  
Tel: 2431-251446  
E-mail: accounts@dhoottransmission.com

**The Transferee**

Attention: Mr. Rahul Radhavallabh Dhoot  
Address: "Mangalam" Near Youth Hospital, Vishrambaug Colony,  
Padampura, Aurangabad – 431005, Maharashtra, India  
Tel: +91-9923122222  
E-mail: rahuldhoot@dhoottransmission.com

(b) A notice shall be effective upon receipt and shall be deemed to have been received: (i) at the time of delivery, if delivered by hand, or courier; or (ii) at the time of transmission, provided the sender has received the delivery receipt for the respective communication, if delivered by electronic mail, or (iii) in case (i) and (ii) do not apply, the expiry of 7 (seven) days after posting/dispatch.

(c) Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 10 (ten) days prior written notice.

DHOOT TRANSMISSION PVT. LTD

*Kiran*

Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

*[Signature]*

Director

9.5 Governing Law. The laws of India shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise) and the court of Mumbai shall have exclusive jurisdiction over any disputes.

9.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force, provided the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. The Parties shall then use all reasonable endeavors to replace the invalid or unenforceable provision(s) by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

9.7 Entire Agreement. This Agreement including any exhibits attached hereto constitutes the final agreement between the Parties and comprises the complete and exclusive statement of the Parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the Parties with respect to the matters contained herein, including any memorandum of understanding, between the Parties, are superseded by this Agreement. Notwithstanding the foregoing, the Parties hereby acknowledge and agree that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to affect the transactions contemplated by this Agreement and/or to facilitate the registration of the transactions contemplated by this Agreement with local Governmental Authorities, if required.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

9.9 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation. When a reference is made in this Agreement to a section or exhibit, such reference will be to a section of, or an exhibit to, this Agreement unless otherwise indicated.

9.10 Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties.

**\*\* REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK \*\***

DHOOT TRANSMISSION PVT. LTD



Director

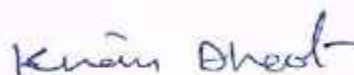
For DHOOT ELECTRICALS SYSTEMS PVT. LTD.



Director

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the Execution Date.

**DHOOT TRANSMISSION PRIVATE  
LIMITED**



By: \_\_\_\_\_  
Name: Mrs. Kiran Radhavallabh Dhoot  
Title: Authorized Signatory

**DHOOT ELECTRICALS SYSTEMS  
PRIVATE LIMITED**



By: \_\_\_\_\_  
Name: Mr. Rahul Radhavallabh Dhoot  
Title: Authorized Signatory

**EXHIBIT A**  
**DEFINED TERMS**

**"Business Employee"** means each employee who is employed by Transferor and whose services are primarily related to the Business.

**"Business Intellectual Property"** means any registered or unregistered Intellectual Property owned or licensed by Transferor used primarily in the Business.

**"Direct Tax"** means any national, foreign or other direct tax, charge, fee, duty, levy or assessment, including corporate income, withholding, or other direct tax (including any fee, assessment or other charges in the nature of or in lieu of any tax) that are imposed by any Governmental Authority.

**"Employee Benefit Plans"** means all pension, gratuity, provident fund, profit sharing, retirement, deferred compensation, share option, incentive, bonus, vacation, severance, disability, medical insurance, life insurance, welfare or any other type of employee benefit plan, program or arrangement under applicable laws and as maintained by Transferor for or on behalf of the Transferred Employees.

**"Governmental Authority"** means any supranational, international, national, federal, state, provincial or local court, government, department, commission, board, bureau, agency, official or other regulatory, administrative or governmental authority, including any self-regulatory body under applicable laws.

**"Indirect Tax"** means any national, state, local, foreign or other indirect tax, charge, fee, duty, levy or assessment, including goods and services tax, central excise duty, service tax, value added tax, central sales tax, customs duty or other indirect tax (including any fee, assessment or other charges in the nature of or in lieu of any tax) that is imposed by any Governmental Authority.

**"Intangible Assets"** means any form of intangible assets including Intellectual Property, goodwill, customer/dealer databases, relationships, information or consumption patterns and habits of customers in the relevant territory, brand, reputation, marketing rights, commercial or business rights, licenses, rights to carry on a particular business, franchises and all other intangible assets, whether or not recorded in the books of accounts.

**"Intellectual Property"** means all of the following anywhere in the world and all legal rights, title or interest in, under or in respect of the following arising under law, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals: (a) all patents and applications for patents and all related reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations in part; (b) all copyrights, copyright registrations and copyright applications, copyrightable works and all other corresponding rights; (c) all mask works, mask work registrations and mask work applications and all other corresponding rights; (d) all trade dress and trade names, logos, Internet

DHOOT TRANSMISSION PVT. LTD.

15

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

Director

Director

addresses and domain names, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill associated with any of the foregoing; (e) all inventions (whether patentable or unpatentable and whether or not reduced to practice), know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans, advertising and promotional materials, customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind; (f) all computer software (including source and object code), firmware, development tools, algorithms, files, records, technical drawings and related documentation, data and manuals; (g) all databases and data collections; (h) all other proprietary rights; and (i) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

**"Interim Period"** means the period commencing from the Closing Date till the close of business of a day prior to the Permits Completion Date.

**"Most Recent Balance Sheet"** means the unaudited balance sheet of the Business as of January 31, 2020 which is attached hereto as Exhibit B.

**"Permits"** means such licenses, approvals or clearances, in any form, required from any Governmental Authority for invoicing in the name of Transferee or for operating the Business, as the case may be.

**"Permits Completion Date"** means such date when all the Permits in the name of Transferee are obtained by Transferee or transferred in favour of Transferee, as the case may be.

**"Post-Transfer Period"** means any taxable period or portion of a period that begins after the Closing Date.

**"Pre-Transfer Period"** means any taxable period or portion of a period that begins on or before the Closing Date and ends on or before the Closing Date.

**"Proceeding"** means any past, present or future suit, countersuit, action, alternative dispute resolution process, audit, claim, counterclaim, demand, hearing, inquiry, investigation or proceeding before a judicial, quasi-judicial, tribunal, arbitration or mediation body, or by or before a Governmental Authority.

**"Straddle Period"** means any taxable period that begins before and ends on the Closing Date.

**"Tax Return"** means any report, return, declaration, claim for refund, or information return or statement related to taxes, including any schedule or attachment thereto, and including any amendment thereof. For the avoidance of doubt, it is clarified that Tax Return shall mean to include any periodical returns or reports required to be filed under Special Economic Zone Act, 2005 and allied rules.

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

DHOOT TRANSMISSION PVT. LTD

**"Transaction Documents"** mean such ancillary documents or agreements required to be entered into between the Parties, in a mutually agreed form, to effectively consummate the sale and purchase of the Business, including but not limited to the following documents:

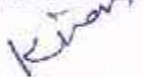
(a) Sale deed/assignment deed/lease deed/similar agreement by whatever name called in respect of the transfer/assignment of the immoveable assets forming part of the Transferred Assets ("**Deed of Assignment**");

(b) Protocol of delivery and acceptance for effecting the transfer of the moveable assets forming part of the Transferred Assets ("**Protocol of Delivery and Acceptance**");

(c) License Agreement for license of the trademarks ("**License Agreement for Trademarks and Domain Name**"); and

(d) Deed of novation/assignment for novation/assignment of contracts relating to the Business ("**Deed of Novation**").

DHOOT TRANSMISSION PVT. LTD



Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.



Director

**EXHIBIT B****MOST RECENT BALANCE SHEET****DHOOT TRANSMISSION PRIVATE LIMITED****STANDALONE BALANCE SHEET AS AT 31st January 2020****(Amount in ₹)**

| Sr. No.    | Particulars                                 | Note | 31st January 2020 |                     |
|------------|---------------------------------------------|------|-------------------|---------------------|
| <b>I.</b>  | <b>EQUITY AND LIABILITIES</b>               |      |                   |                     |
| <b>1</b>   | <b>Shareholders' funds</b>                  |      |                   |                     |
|            | (a) Share capital                           |      | -                 |                     |
|            | (b) Reserves and surplus                    |      | 12,15,94,642      | 12,15,94,642        |
| <b>2</b>   | <b>Non-current liabilities</b>              |      |                   |                     |
|            | (a) Long-term borrowings                    | 1    | 8,23,16,905       |                     |
|            | (b) Deferred tax liabilities (Net)          |      | -                 |                     |
|            | (c) Other Long term liabilities             |      | -                 |                     |
|            | (d) Long-term provisions                    | 2    | 2,53,464          | 8,25,70,369         |
| <b>3</b>   | <b>Current liabilities</b>                  |      |                   |                     |
|            | (a) Short-term borrowings                   | 3    | 32,44,85,729      |                     |
|            | (b) Trade payables                          |      |                   |                     |
|            | Dues of micro enterprises small enterprises |      |                   |                     |
|            | Dues to others                              | 4    | 10,33,61,509      |                     |
|            | (c) Other current liabilities               | 5    | 99,73,368         |                     |
|            | (d) Short-term provisions                   |      | -                 | 43,78,20,606        |
|            | <b>TOTAL</b>                                |      |                   | <b>64,19,85,617</b> |
| <b>II.</b> | <b>ASSETS</b>                               |      |                   |                     |
| <b>1</b>   | <b>Non-current assets</b>                   |      |                   |                     |
|            | <b>a) Property Plant &amp; Equipments</b>   |      |                   |                     |
|            | (i) Tangible assets                         |      | 30,88,82,777      |                     |
|            | (ii) Intangible assets                      |      | 6,56,592          |                     |
|            | (iii) Capital work-in-progress              |      | 5,13,43,240       |                     |

Kiran

  
 Director

|   |                                                                |   |              |                    |
|---|----------------------------------------------------------------|---|--------------|--------------------|
|   |                                                                |   | 36,08,82,609 |                    |
|   | (b) Non-current investments                                    |   | -            |                    |
|   | (c) Long-term loans and advances                               | 6 | 33,92,380    | 36,42,74,989       |
|   | (d) Other non-current assets                                   |   | -            |                    |
| 2 | <b>Current assets</b>                                          |   |              |                    |
|   | (a) Current investments                                        |   | -            |                    |
|   | (b) Inventories                                                | 7 | 122,739,821  |                    |
|   | (c) Trade receivables                                          | 8 | 144,872,048  |                    |
|   | (d) Cash and Bank Balances                                     |   | 47,748       |                    |
|   | (e) Short-term loans and advances                              | 9 | 10,051,011   | 277,710,628        |
|   | (f) Other current assets                                       |   | -            |                    |
|   | <b>TOTAL</b>                                                   |   |              | <b>641,985,617</b> |
|   | Notes are Integral Part of the Standalone Financial Statements |   |              |                    |

Note: All above amounts are Unaudited

Note: in above profit and loss account working common corporate expenses are not considered

DHOOT TRANSMISSION PVT. LTD

*R. K. Rao*

Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

*[Signature]*  
Director

## NOTES TO ACCOUNTS

### Note No. : 1 Secured Long term Borrowings

| Particulars          | Amount (₹)         |
|----------------------|--------------------|
| <b>a. From banks</b> |                    |
| - Term Loans         | 7,23,00,000        |
| - Vehicle Loans      | 1,00,16,905        |
| <b>Total</b>         | <b>8,23,16,905</b> |

### Note No. : 2 Long Term Provisions

| Particulars                               | Amount (₹)      |
|-------------------------------------------|-----------------|
| <b>a. Provision for employee benefits</b> |                 |
| - Approved Gratuity Fund                  | 1,32,200        |
| - Provision for compensated absences      | 1,21,264        |
| <b>Total</b>                              | <b>2,53,464</b> |

### Note No. : 3 Secured Short term Borrowings

| Particulars                  | Amount (₹)          |
|------------------------------|---------------------|
| - Pre-Shipment Export Credit | 28,40,09,166        |
| - Buyers Credit              | 4,04,76,563         |
| <b>Total (a)</b>             | <b>32,44,85,729</b> |

### Note No. : 4 Trade Payable

| Particulars                                    | Amount (₹)          |
|------------------------------------------------|---------------------|
| a. Micro, Small and Medium Enterprises (MSMED) |                     |
| b. Others                                      | 3,88,30,371         |
| c. Payable to Dhoot Transmission               | 6,45,31,138         |
| <b>Total</b>                                   | <b>10,33,61,509</b> |

### Note No. : 5 Other current liabilities

| Particulars                                   | Amount (₹)       |
|-----------------------------------------------|------------------|
| a. Interest accrued but not due on borrowings | 7,12,594         |
| b. Other Liabilities                          |                  |
| - Creditors for Capital Expenditure           |                  |
| - Employees Benefit payable                   | 41,95,548        |
| - Statutory Dues                              | 4,24,917         |
| - Other Payables                              | 46,40,308        |
| <b>Total</b>                                  | <b>99,73,368</b> |

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

DHOOT TRANSMISSION PVT. LTD.

*Khan*

Director

*[Signature]*  
Director

**Note No. : 6 Long-term loans and advances**

| Particulars                                 | Amount (₹)       |
|---------------------------------------------|------------------|
| <b>Advances Receivables in Cash or Kind</b> |                  |
| a. Advances against Fixed Assets            | 18,47,154        |
| b. Security Deposits                        | 12,42,059        |
| c. Advance for Custom duty                  | 2,31,357         |
| d. GST Refund Receivable                    | 71,810           |
| <b>Total</b>                                | <b>33,92,380</b> |

**Note No. : 7 Inventories**

| Particulars                     | Amount (₹)          |
|---------------------------------|---------------------|
| a. Raw Materials and components | 11,29,16,585        |
| b. Work-in-progress             | 35,55,789           |
| c. Stores and spares            | 20,11,605           |
| d. Finished Goods               | 42,55,842           |
| <b>Total</b>                    | <b>12,27,39,821</b> |

**Note No. : 8 Trade receivables**

| Particulars       | Amount (₹)          |
|-------------------|---------------------|
| a. Over Six Month |                     |
| b. Others         | 14,48,72,048        |
| <b>Total</b>      | <b>14,48,72,048</b> |

**Note No. : 9 Short-term loans and advances**

| Particulars                | Amount(₹)          |
|----------------------------|--------------------|
| Unsecured, Considered Good |                    |
| a. Prepaid Expenses        | 4,51,303           |
| b. Staff Advances          | 39,570             |
| c. Advances to Suppliers   | 95,60,138          |
| <b>Total</b>               | <b>1,00,51,011</b> |

DHOOT TRANSMISSION PVT. LTD.

*K. N. N.*

Director

For DHOOT ELECTRICALS SYSTEMS PVT. LTD.

*[Signature]*

Director

**DHOOT TRANSMISSION PRIVATE LIMITED**  
**STANDALONE STATEMENT OF PROFIT AND LOSS FOR THE YEAR ENDED ON**  
**31st January 2020**

|             |                                                                               |      | (Amount in ₹)       |
|-------------|-------------------------------------------------------------------------------|------|---------------------|
| Sr.         | Particulars                                                                   | Note | Jan-20              |
| <b>I.</b>   | <b>Revenue</b>                                                                |      |                     |
| 1           | Revenue from operations                                                       |      | 52,21,06,356        |
| 2           | Other income                                                                  |      | 2,09,19,594         |
|             | <b>Total Revenue</b>                                                          |      | <b>54,30,25,950</b> |
| <b>II.</b>  | <b>Expenses</b>                                                               |      |                     |
| 1           | Cost of materials consumed                                                    |      | 28,21,86,323        |
| 2           | Changes in inventories of finished goods, work-in-progress and stock-in-Trade |      | -                   |
| 3           | Employee benefits expense                                                     |      | 5,61,42,351         |
| 4           | Finance costs                                                                 |      | 2,00,36,242         |
| 5           | Depreciation and amortization expense                                         |      | 2,23,51,626         |
| 6           | Other expenses                                                                |      | 4,06,66,888         |
|             | <b>Total Expenses</b>                                                         |      | <b>42,13,83,430</b> |
|             | <b>Profit before tax</b>                                                      |      | <b>12,16,42,520</b> |
| 8           | Tax expense:                                                                  |      |                     |
| (a)         | Current tax                                                                   |      | 1,10,920            |
| (b)         | Deferred tax (credit)/charge                                                  |      | -                   |
| (c)         | Income Tax of earlier years                                                   |      | -                   |
|             | <b>Profit (Loss) for the period</b>                                           |      | <b>12,15,31,600</b> |
| <b>III.</b> | <b>Earnings per equity share:</b>                                             |      |                     |
| 1           | Basic                                                                         |      |                     |
| 2           | Diluted                                                                       |      |                     |

Note : All above amounts are Unaudited

Note : in above profit and loss account working common corporate expenses are not considered

**DHOOT TRANSMISSION PVT. LTD**

*Kiran Shrestha*  
**Director**

**For DHOOT ELECTRICALS SYSTEMS PVT. LTD.**

*N. N. N. N.*  
**Director**



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दिनांक 28 OCT 2020

किंमत्

AX 270483

हाशम मो, तैय्यब

स्टॅम्प वेन्डर

कोणासाठी Dhoot & Electrical Systems परवाना क्र. 3101005  
हस्ते PVT. LTD. पैठण रोड, औरंगाबाद.

Sunit Jait ghant

## FIRST AMENDMENT TO THE BUSINESS TRANSFER AGREEMENT

THIS FIRST AMENDMENT TO THE BUSINESS TRANSFER AGREEMENT ("Amendment") is made as of 30<sup>th</sup> day of October 2020, by and between Dhoot Transmission Private Limited ("DTPL") and Dhoot Electricals Systems Private Limited ("DESPL") (together the "Parties")

### RECITALS

The Parties previously executed a Business Transfer Agreement dated 4<sup>th</sup> March, 2020 (hereinafter referred to as the "Agreement").

IN CONSIDERATION of the Parties agreeing to amend the Agreement as set out in this Amendment and other valuable consideration, the receipt and validity of which is hereby acknowledged, the Parties agree as follows:

## **SECTION A – AMENDMENTS**

1.1. Section 2.2, is restated as follows:

*'Consideration. In exchange for the transfer of Business on the Closing Date, Transferee will pay to Transferor in cash in Indian rupees, a lump-sum consideration, as slump sale consideration which shall be the fair market value of the Business as on the Closing Date, as determined by an independent valuer or chartered accountant (the "Purchase Price") within a period of 60 (sixty) days from the Closing Date or such other date as is mutually agreed between the Parties. It is further clarified that the Transferee will assume, on the Closing Date, the Assumed Liabilities held by Transferor, as a part of the transfer of the Business by Transferor to Transferee'.*

1.2. Section 9.5, is restated as follows:

*'Governing Law. The laws of India shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise) and the court of Aurangabad shall have exclusive jurisdiction over any disputes.'*

## **SECTION B – MISCELLANEOUS**

1.3. References in the Agreement or in any other document to the Agreement shall be deemed to be references to the Agreement as amended by this Amendment and as further amended from time to time. Except as amended by this Amendment, the terms and conditions of the Agreement shall continue in full force and effect.

1.4. The terms used but not defined in this Amendment shall have the respective meanings given to them in the Agreement. In the event of any ambiguity, inconsistency or conflict between any of the provisions of the Agreement, and the terms of this Amendment, this Amendment will take precedence.

1.5. This Amendment may be signed upon any number of counterparts with the same effect as if the signatures were upon the same instrument, and telecopied or emailed signatures shall be enforceable as originals.

IN WITNESS WHEREOF, has caused this Amendment to be duly executed by their duly authorised representatives on the date and year first hereinabove written.

### **FOR AND ON BEHALF OF DTPL**

Name: KIRAN RADHAVALLABH DHOOT  
Title: Director

KRD  
x   
\_\_\_\_\_  
Signature

### **FOR AND ON BEHALF OF DESPL**

Name: RAHUL RADHAVALLABH DHOOT  
Title: Director

  
\_\_\_\_\_  
Signature

24/09/20

दस्ता स्कॅन झाला

**Deed of Assignment Executed**

**Between**

**M/s. Dhoot Transmission Pvt. Ltd.**

**the within named Assignor**

**AND**

**M/s. Dhoot Electricals Systems Pvt. Ltd.,**

**the within named Assignee,**

**in Respect of Plot Nos. AL-18 and AL-19,**

**MIDC Shendra Five Star Industrial Area,**

**Taluka and District Aurangabad**

**Date of Execution**

---

28

342/2581

Wednesday, March 17, 2021

6:05 PM

पावती

मुळ दस्त परत केले

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 3762 दिनांक: 17/03/2021

गावाचे नाव: शेंव्रावन

दस्तऐवजाचा अनुक्रमांक: अगग5-2581-2021

दस्तऐवजाचा प्रकार: भाडेपट्ट्याचे हस्तांतरणपत्र

सादर करणाऱ्याचे नाव: मे. धुत इलेक्ट्रीकल्स सिस्टम प्रा. लि. तर्फे धिरेन विनोदराय सेठ

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 480.00

पृष्ठांची संख्या: 24

एकूण:

रु. 30480.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

6:23 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Aurangabad V

बाजार मूल्य: रु. 403230000/-

मोबदला रु. 166481163/-

भरलेले मुद्रांक शुल्क: रु. 19913500/-

सह दुय्यम निवृत्त वरिष्ठ-२,  
औरंगाबाद क्रं.-५

1) देयकाचा प्रकार: DHC रकम: रु. 480/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1603202110833 दिनांक: 17/03/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH013216986202021E दिनांक: 17/03/2021

बँकेचे नाव व पत्ता:



CHALLAN  
MTR Form Number-6

दस्त स्कॅन झाला



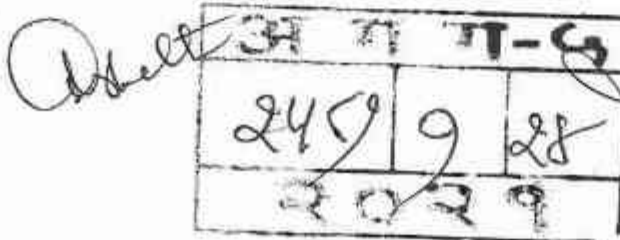
|                           |                    |         |  |                                                                                                    |      |                     |         |  |
|---------------------------|--------------------|---------|--|----------------------------------------------------------------------------------------------------|------|---------------------|---------|--|
| GRN                       | MH013216986202021E | BARCODE |  |                                                                                                    | Date | 16/03/2021-08:41:02 | Form ID |  |
| Department                |                    |         |  | Inspector General Of Registration                                                                  |      |                     |         |  |
| Registration Fee          |                    |         |  | TAX ID / TAN (If Any)                                                                              |      |                     |         |  |
| Type of Payment           |                    |         |  | Ordinary Collections IGR                                                                           |      |                     |         |  |
|                           |                    |         |  | PAN No.(If Applicable)                                                                             |      |                     |         |  |
|                           |                    |         |  | AAHCD6375R                                                                                         |      |                     |         |  |
| Office Name               |                    |         |  | ARB3_AURANGABAD 3 JT SUB REGISTRAR                                                                 |      |                     |         |  |
| Location                  |                    |         |  | AURANGABAD                                                                                         |      |                     |         |  |
| Year                      |                    |         |  | 2020-2021 One Time                                                                                 |      |                     |         |  |
| Flat/Block No.            |                    |         |  | AL18/19                                                                                            |      |                     |         |  |
| Account Head Details      |                    |         |  | Amount In Rs.                                                                                      |      |                     |         |  |
| 0030063301                |                    |         |  | 30000.00                                                                                           |      |                     |         |  |
| Premises/Building         |                    |         |  | FIVE STARE MIDC SHENDRA SEZ                                                                        |      |                     |         |  |
| Road/Street               |                    |         |  | AURANGABAD                                                                                         |      |                     |         |  |
| Area/Locality             |                    |         |  | AURANGABAD                                                                                         |      |                     |         |  |
| Town/City/District        |                    |         |  | AURANGABAD                                                                                         |      |                     |         |  |
| PIN                       |                    |         |  | 4 3 1 1 5 4                                                                                        |      |                     |         |  |
| Remarks (If Any)          |                    |         |  | PAN2=AABCD1207C-SecondPartyName=DHOOT ELECTRICALS MISSION PVT LTD-CA=166481163-MarketVal=103230000 |      |                     |         |  |
| Amount In                 |                    |         |  | Thirty Thousand Rupees                                                                             |      |                     |         |  |
| Total                     |                    |         |  | 30,000.00                                                                                          |      |                     |         |  |
| Words                     |                    |         |  |                                                                                                    |      |                     |         |  |
| Payment Details           |                    |         |  | IDBI BANK                                                                                          |      |                     |         |  |
| FOR USE IN RECEIVING BANK |                    |         |  |                                                                                                    |      |                     |         |  |
| Cheque-DD Details         |                    |         |  | Bank CIN                                                                                           |      |                     |         |  |
|                           |                    |         |  | Ref. No.                                                                                           |      |                     |         |  |
|                           |                    |         |  | 69103332021031610301                                                                               |      |                     |         |  |
|                           |                    |         |  | 694387825                                                                                          |      |                     |         |  |
| Cheque/DD No.             |                    |         |  | Bank Date                                                                                          |      |                     |         |  |
|                           |                    |         |  | RBI Date                                                                                           |      |                     |         |  |
|                           |                    |         |  | 16/03/2021-08:42:55                                                                                |      |                     |         |  |
|                           |                    |         |  | Not Verified with RBI                                                                              |      |                     |         |  |
| Name of Bank              |                    |         |  | Bank-Branch                                                                                        |      |                     |         |  |
|                           |                    |         |  | IDBI BANK                                                                                          |      |                     |         |  |
| Name of Branch            |                    |         |  | Scroll No. , Date                                                                                  |      |                     |         |  |
|                           |                    |         |  | Not Verified with Scroll                                                                           |      |                     |         |  |

Department ID :

Mobile No. : 9923408605

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.





**CHALLAN**  
**MTR Form Number-6**



|                                                           |                      |                                  |                                   |
|-----------------------------------------------------------|----------------------|----------------------------------|-----------------------------------|
| <b>GRN</b> MH013216986202021E                             | <b>BARCODE</b>       | <b>Date</b> 16/03/2021-08:41:02  | <b>Form ID</b>                    |
| <b>Department</b> Inspector General Of Registration       |                      | <b>Payer Details</b>             |                                   |
| <b>Registration Fee</b>                                   |                      | <b>TAX ID / TAN (If Any)</b>     |                                   |
| <b>Type of Payment</b> Ordinary Collections IGR           |                      | <b>PAN No.(If Applicable)</b>    | AAHCD6375R                        |
| <b>Office Name</b> ARB3_AURANGABAD 3 JT SUB REGISTRAR     |                      | <b>Full Name</b>                 | DHOOT ELECTRICALS SYSTEMS PVT LTD |
| <b>Location</b> AURANGABAD                                |                      |                                  |                                   |
| <b>Year</b> 2020-2021 One Time                            |                      | <b>Fiat/Block No.</b>            | AL18/19                           |
| <b>Account Head Details</b>                               | <b>Amount In Rs.</b> | <b>Premises/Building</b>         |                                   |
| 0030063301                                                | 30000.00             | <b>Road/Street</b>               | FIVE STARE MIDC SHENDRA SEZ       |
|                                                           |                      | <b>Area/Locality</b>             | AURANGABAD                        |
|                                                           |                      | <b>Town/City/District</b>        |                                   |
|                                                           |                      | <b>PIN</b>                       | 4 3 1 1 5 4                       |
| <b>Remarks (If Any)</b>                                   |                      |                                  |                                   |
| PAN2=AABCD1207C--Second Party Name=DHOOT TRANSMISSION PVT |                      |                                  |                                   |
| To-CA=166481163-Market No=4032300000                      |                      |                                  |                                   |
| <b>Amount In</b>                                          |                      | <b>Words</b>                     |                                   |
| 30,000.00                                                 |                      | Thirty Thousand Rupees Only      |                                   |
| <b>Payment Details</b> IDBI BANK                          |                      | <b>FOR USE IN RECEIVING BANK</b> |                                   |
| <b>Cheque-DD Details</b>                                  |                      | <b>Bank CIN</b>                  | <b>Ref. No.</b>                   |
|                                                           |                      | 69103332021031610301             | 694387825                         |
| <b>Cheque/DD No.</b>                                      |                      | <b>Bank Date</b>                 | <b>RBI Date</b>                   |
|                                                           |                      | 16/03/2021-08:42:55              | Not Verified with RBI             |
| <b>Name of Bank</b>                                       |                      | <b>Bank-Branch</b>               | IDBI BANK                         |
| <b>Name of Branch</b>                                     |                      | <b>Scroll No. , Date</b>         | 100 , 17/03/2021                  |

Department ID :

Mobile No. : 9923408605

**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**

सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

**Challan Defaced Details**

| Sr. No.                        | Remarks       | Defacement No.   | Defacement Date     | Userid | Defacement Amount |
|--------------------------------|---------------|------------------|---------------------|--------|-------------------|
| 1                              | (IS)-342-2581 | 0006280162202021 | 17/03/2021-18:05:08 | IGR209 | 30000.00          |
| <b>Total Defacement Amount</b> |               |                  |                     |        | <b>30,000.00</b>  |

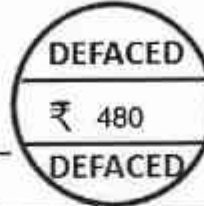


**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

|     |               |              |            |
|-----|---------------|--------------|------------|
| PRN | 1603202110833 | Receipt Date | 17/03/2021 |
|-----|---------------|--------------|------------|

Received from self - -, Mobile number 0000000000, an amount of Rs.480/-, towards Document Handling Charges for the Document to be registered on Document No. 2581 dated 17/03/2021 at the Sub Registrar office Joint S.R.Aurangabad 5 of the District Aurangabad.



**Payment Details**

|           |                      |              |            |
|-----------|----------------------|--------------|------------|
| Bank Name | SBIN                 | Payment Date | 16/03/2021 |
| Bank CIN  | 10004152021031608131 | REF No.      | CHG1239230 |
| Deface No | 1603202110833D       | Deface Date  | 17/03/2021 |

This is computer generated receipt, hence no signature is required.



**Department of Stamp & Registration, Maharashtra**

**Receipt of Document Handling Charges**

|     |               |      |            |
|-----|---------------|------|------------|
| PRN | 1603202110833 | Date | 16/03/2021 |
|-----|---------------|------|------------|

Received from self - -, Mobile number 0000000000, an amount of Rs.480/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Aurangabad 1 of the District Aurangabad.

**Payment Details**

|           |                      |         |            |
|-----------|----------------------|---------|------------|
| Bank Name | SBIN                 | Date    | 16/03/2021 |
| Bank CIN  | 10004152021031608131 | REF No. | CHG1239230 |

This is computer generated receipt, hence no signature is required.

Received Adjudication Fee Rs. 100/-  
Vide Challan No. Receipt No. MH013216486202021E  
Collector of Stamp  
Aurangabad.



Certificate u/s 32(1)(b) of the Bombay Stamp Act, 1958

AS/3609862 57 12021  
Office of the Collector of Stamp  
Dated 15/09/2021

Received from Shri Dhoot Electronics Systems Pvt. Ltd.  
residing at AL-1819, Five Star, MIDC, Shendral, A'bad.  
Stamp duty of Rs. 19913500/- one crore ninety nine  
lakh thirteen thousand five hundred RS.  
Challan No. MH013216487202021E Dt. 16/03/2021  
Certified under Section 32(1) of the Stamp Act, 1958  
that the full duty of Rs. 19913500/- with which  
this instrument is chargeable has been paid vide challan no. 6036(4)  
of Schedule I

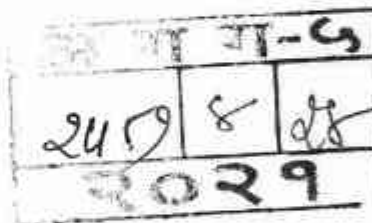
This Certificate is subject to the provisions of section  
53 (A) of the Bombay Stamp Act, 1958.  
Place :- Aurangabad.  
Date :- 17/03/2021

M.V. RS.403230000/-

Immovable Property Val<sup>n</sup> - 1,24,00,000/-  
movable Property Val<sup>n</sup> - 39,08,30,000/-



Collector of Stamp  
Aurangabad



### Deed of Assignment

This Deed of Assignment is made, executed and registered at Aurangabad this 17<sup>th</sup> day of March Two Thousand Twenty One between M/s. Dhoot Transmission Pvt. Ltd., having Corporate Identity No. U31300PN1998PTC131629, (PAN No. AABCD1207C) a company registered under Companies Act and having its Registered Office at 312, Nanekarwadi Chakan, Taluka Khed, Dist. Pune 15 km. stone, Gat No. 100, Farola, Palthan Road, Aurangabad-431137 through its Vice President Finance, Mr. Somshekhar Sharnappa Patil, having his aadhar Card No. 8551 4949 3228 and having his residential address as "Flat No. 3 and 4 Om Sai Apartment, Bassalye Nagar, Aurangabad-431001, Maharashtra, India (for sake of brevity hereinafter referred to as the "Assignor") (which expression shall unless the context does not so admit, include its executors, administrators and permitted assigns) of the First Part;



**AND M/s. Dhoot Electricals Systems Pvt. Ltd.,** having Corporate Identity No. U31904MH2020PTC336736, (PAN No. AAHCD6375R) a company registered under Companies Act, 2013 and having its Registered Office at Plot Nos. AL-18 and AL-19, MIDC Shendra Five Star Industrial Area, Aurangabad-431021, Maharashtra through its Chief Operative Officer, Shri Dhiren Vinodrai Sheth, having Aadhar Card No. 540256371250 and having his residential address as Konark Estate Behind Oberoi Hotel, Usmanpura, Aurangabad-431005, Maharashtra, India (for sake of brevity hereinafter referred to as the "Assignee") (which expression shall unless the context does not so admit, include its executors, administrators and permitted assigns) of the Other Part;

**WHEREAS** at the request of the Assignor, the Lessor has granted its consent for transfer and assignment of leasehold rights, title and interest enjoyed by the Assignor in favor of Assignee. The Lessor has issued its written consent for such transfer and assignment under its letter No. C-91679 dated 27-Nov-2020.

**AND WHEREAS** the Assignor herewith informs the Assignee and confirm the brief history of Industrial Plot Nos. AL-18 and AL-19 from MIDC Shendra Five Star Industrial Area situated within village limits of Shendraban, outside limits of Aurangabad Municipal Corporation, in rural area, within limits of Taluka and Registration Sub-District Aurangabad, District and Registration District Aurangabad containing by admeasurement 32,000 sqm. which is herewith assigned as follows:

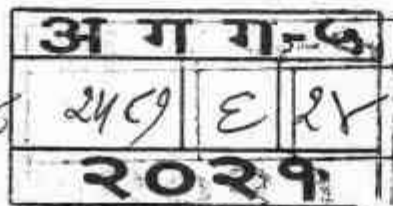
1. **AND WHEREAS** the aforesaid Assignor is absolute lease holder w.e.f. 1<sup>st</sup> day of August, 2013 for Industrial plots bearing Nos. AL-18 and AL-19 from MIDC Shendra Five Star Industrial Area, admeasuring 32,000 sqm. under an Agreement to Lease dtd. 01-Aug-2013 executed between Maharashtra Industrial Development Corporation (a Government of Maharashtra Undertaking) hereinafter called as the "Lessor" of the One Part and the Assignor of the Other Part.
2. By an Indenture of Lease dated 24-Oct-2013 (hereinafter referred to as "the said Lease") and made between the Lessor of the One Part and "the Assignor") of the Other Part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurances at Aurangabad and registered under Serial No. AGG-5-7341-2013 on 24-Oct-2013, the Lessor in consideration of the premium paid and of the rent thereby reserved and of the covenants and conditions contained therein and on the part of the Assignor to be paid, observed and performed did thereby demised unto the Assignor all that piece of land





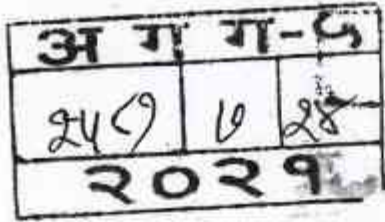
known as plot No. AL-18 and AL-19 from Shendra Five Star Industrial Area, within the village limits of Shendraban and outside the limits of Aurangabad Municipal Corporation, in rural area, Taluka and Registration Sub-District Aurangabad, District and Registration District Aurangabad, containing by admeasurement 32,000 sqm. or thereabouts and more particularly described in the First Schedule hereunder written and also in the in these presents together with the buildings and erections then or at any time thereafter standing and being thereon and together with all rights, easements and appurtenances thereto belonging to hold the said land and premises therein expressed to be thereby demised (therein and hereinafter referred to as "the demised premises") unto the Assignor for a term of ninety five years computed from the 1st day of August, 2013 subject to the payment of rent and on the terms, covenants and conditions therein contained;

3. There had been many Modification in the aforesaid Lease Deed which were needed to be rectified and as such a Deed of Modification had been executed between the Lessor of the First Part and the Lessee of the Other Part on 10-Mar-2016 which had been registered at Aurangabad under No. AGG-2-1675-2016 on 15-Mar-2016. The details of modification in the said Lease Deed which had been rectified are as follows:
- (A) The date of handing over the possession of the aforesaid plot Nos. AL-18 and AL-19 from MIDC Shendra Five Star Industrial Area, Aurangabad erroneously mentioned in the aforesaid Lease Deed was dtd. 28-Aug-2013 in para No. 6 on page No. 2 of clause No. 12 which had been deemed to have been deleted and was deemed to have been replaced by 21-Oct-2015.
- (B) The date for completion of construction of factory building and other structures on aforesaid plot Nos. AL-18 and AL-19 from MIDC Shendra Five Star Industrial Area, Aurangabad and obtaining Occupancy Certificate from the Special Planning Authority of the Lessor was erroneously mentioned as 27-Aug-2015 in para No. 3 on page No. 2 of the aforesaid Deed of Lease which had been deemed to have been deleted and was deemed to have been replaced by 20-Oct-2017.
- (C) The North side boundary of the aforesaid plot Nos. AL-18 and AL-19 from MIDC Shendra Five Star Industrial Area, Aurangabad in first schedule of aforesaid Deed of Lease on page No. 10 appearing as Plot



*Deeth*

*Shendraban*



No. AL-20 had been deemed to have been deleted and was deemed to have been replaced by Plot No. P-29 allotted for MSEDCL's Substation.

(D) The South side boundary of aforesaid plot Nos. AL-18 and AL-19 from MIDC Shendra Five Star Industrial Area, Aurangabad in the First Schedule on page No. 10 of the aforesaid Deed of Lease appearing as MIDC Land (Amenity-34) had been deemed to have been replaced by MIDC Land (Amenity-34) and lands bearing Nos. DPT-1/3 and DPT-1/2.

(E) The date of commencement of period of lease mentioned in clause 1 on page No. 2 in para No. 6 appearing as 95 years from 1st day of August, 2013 had been deemed to have been deleted and had been deemed to have been replaced by 95 years from 1st day of October, 2015.

4. The structures admeasuring 18,073.38 sqm. agreed to be constructed on aforesaid Industrial Plot Nos. AL-18 and AL-19 admeasuring 32,000 sqm. from MIDC Shendra Five Star Industrial Area had been erected and in turn the Lessor had issued Occupancy Certificate to that effect under its letter No. C-82259 dtd. 23-Aug-2018. Thus the F.S.I. consumed on aforesaid plot is 0.56.

5. **AND WHEREAS** the Assignor is engaged in the activity of Engineering and Electronics i.e. manufacture of integrated wiring harness, auto wiring harness / cables. The Assignee is engaged in the business of manufacture of integrated wiring harness, auto wiring harnesses / cables, battery cable, power cords etc. For focusing on the Assignor's core domestic business, managing and expanding the residuary business and reducing the Assignor's debt burden, the Assignor has decided to transfer its aforesaid plots (i.e. Industrial Plots bearing Nos. AL-18 and AL-19 from MIDC Shendra Five Star Industrial Area) on SLUMP SELL BASIS in favour of the Assignee i.e. M/s. Dhoot Electricals Systems Pvt. Ltd. which is sister company of the Assignor. The Assignee is desirous of purchasing the business from the Assignor for developing its export business, investment opportunities, to expand its business and better utilizing its internal accruals for expansion purposes. As such the Assignor had requested MIDC for grant of its consent for transferring the aforesaid plots in favour of the Assignee i.e. M/s. Dhoot Electricals Systems Pvt. Ltd. which is its sister concern wherein the Directors are same as that of the Assignor. For the aforesaid transfer of business, the parties hereto have entered into Business Transfer Agreement in the month of March, 2020 according to clause No. 2.2 of the said Business Transfer Agreement,



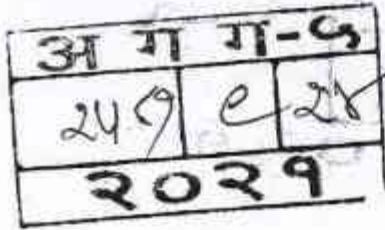
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| 24 | 05 | 28  |
| 20 | 29 |     |

the Assignee will pay to the Assignor in cash in Indian Rupees, a lump-sum consideration as Slump Sale Consideration which shall be the fair market value of the Business as on the Closing Date as determined by an Chartered Accountant within a period of 30 days from the closing date. It is also agreed that the Assignee will assume on the closing date the Assumed Liabilities held by the Assignor company as a part of transfer of business by Assignor to the Assignee. The parties hereto had assumed the fair value of the Land being transferred and assigned in favour of the Assignee company to be Rs. 3,22,44,937/- (Rupees Three Crores Twenty Two Lakhs Forty Four Thousand Nine Hundred Thirty Seven Only) which appears in the Books of Accounts and the fair value of the Building, Site development and Office Building being transferred and assigned in favour of the Assignee company to be Rs. 13,42,36,226/- (Rupees Thirteen Crores Forty Two Lakhs Thirty Six Thousand Two Hundred Twenty Two Only) which appears in the Books of Accounts.

AND WHEREAS as per clause No. 2.5 of the aforesaid Business Transfer Agreement, the parties hereto agree that the transaction contemplated by this Agreement is a transfer of the business as a going concern and on slump sale basis and that the purchase price is a lump-sum consideration. No specific part of purchase price is allocated to any specific asset, right or other interest of the Assignor comprising the business nor can the purchase price be so allocated. Any allocation of consideration provided for the transaction documents, is the fair value agreed between the parties hereto solely for the purposes of calculating the stamp duty and any registration charges.

7. AND WHEREAS the Assignor has thus agreed to transfer and assign its leasehold rights, title and interest over aforesaid Plot Nos. AL-18 and AL-19 from MIDC Shendra Five Star Industrial Area in favour of the Assignee subject to a payment of total consideration, which the Assignee has agreed to pay. The boundaries of the said MIDC Plot bearing No. AL-18 and AL-19, MIDC Shendra Five Star Industrial Area which is herewith assigned in favour of the Assignee mentioned hereinbefore are as follows i.e. to say...

On or towards the North by Plot No. P-29 Allotted to MSEDCL,  
On or towards the South by MIDC Land (Amenity No. 34 and  
Land bearing No. DPT-1/3 and DPT-1/2,  
On or towards the East by MIDC Road (30 Mtr. wide) and  
On or towards the West by MIDC Road (66 Mtr. wide).



**NOW THIS DEED OF ASSIGNMENT WITNESSETH THAT:-**

The Assignor herewith assigns its leasehold rights, title and interest held by it under the said Lease Deed dated 24-Oct-2013 registered at Aurangabad under No. AGG-5-7341-2013 on 24-Oct-2013 (to be read with Deed of Modification dtd. 10-Mar-2016 executed at Aurangabad and registered at Aurangabad under No. AGG-2-1675-2016 on 15-Mar-2016) in favour of the Assignee subject to following:

1. The Assignor is herewith assigning and transferring its leasehold rights, title and interest over aforesaid Plot under aforesaid Lease Deed dtd. 24-Oct-2013 registered at Aurangabad under No. AGG-5-7341-2013 on 24-Oct-2013 (to be read with Deed of Modification dtd. 10-Mar-2016 executed at Aurangabad and registered at Aurangabad under No. AGG-2-1675-2016 on 15-Mar-2016) **TOGETHERWITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said piece or parcel of land and other premises or any part thereof belonging or anyway appertaining thereto and all the estate, rights, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Assignor to the said plot and structures constructed on or over it and other premises hereby transferred and assigned to the use and benefit of the Assignee mentioned hereinbefore absolutely for the residue period of the said Deed of Lease (with right to further renewal thereof) subject to the payment of all rents, taxes, assessments, other dues and duties like water bills, power bills and other dues and charges now chargeable or which may become due and payable from time to time hereinafter to the respective authorities.
2. The Assignor as beneficial Lessee of the aforesaid MIDC plots hereby assign unto the Assignee all the premises demised to hold unto the Assignee.
3. The Assignee hereby covenants with the Assignor that the Assignee, its executors, administrators and the permitted assignees entitled will henceforth perform and observe the covenants and conditions of MIDC Offices, respective Gram Panchayat, all Government, Semi-Government and Local bodies in Taluka and District Aurangabad and keep the Assignor and its estate and effects indemnified against all actions, proceedings, expenses, claims, demands and any part thereof or the breach of the said covenants and conditions or any of them.



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| २०२१    |    |    |

4. The Assignor and all its persons claiming under it shall and will from time to time, upon the request and at cost of the Assignor do and execute or cause to be done and executed all such acts, deeds, and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the Assignee.
5. The Assignor hereby declares that the said premises hereby assigned or intended to be assigned is free from all encumbrances, charges, claims, or demands and that the Assignor has not done anything whereby the property may be subject to attachment or lien of any financial institution, persons whatsoever. The Assignor further declares that all the taxes etc. relating to aforesaid plot under assignment have been paid upto date of execution of this Deed of Assignment and further taxes are to be borne by the Assignee alone.
6. The Assignee herewith agrees to bear and pay all the expenses of this **DEED OF ASSIGNMENT** and the Assignor agrees to do all the acts that may be necessary or requisite to effectually assign the leasehold rights, title and interest in favour of the Assignee.
7. The Assignor also knows and believes that except consent for transfer issued by the Lessor for such transfer of its leasehold interest in favour of the Assignee, nothing can stop it from transferring and assigning its interest in favour of the Assignee and such a written consent has been obtained from the Lessor under its letter No. **C-91679** dated **27-Nov-2020**. As such it has absolute power and authority to execute these presents and thereby transfer and assign its leasehold interest in or over the aforesaid Industrial plot Nos. **AL-18** and **AL-19** from **MIDC Shendra Five Star Industrial Area** in favour of the Assignee.
8. The Assignor hereby declares that it has not entered into an Agreement for transfer and assignment of aforesaid plot Nos. **AL-18** and **AL-19** from **MIDC Shendra Five Star Industrial Area** in favour of any other party except the Assignee.
9. The parties hereto hereby agree that all the terms and conditions irrespective of its location in present Deed of Assignment shall form part and parcel of accepted terms and conditions and shall be binding on respective parties.



Stamp

*[Signature]*

*[Signature]*



**Schedule of Full Consideration Amount paid by the Assignee to the Assignor**

| Sr. No. | Name of Bank     | Mode of Payment / Instrument | Instrument No.                                                                            | Date                                  | Amount paid Rs. |
|---------|------------------|------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------|-----------------|
| 1.      | Corporation Bank | RTGS                         | UBINR220201107<br>00997490                                                                | 7 <sup>th</sup><br>November,<br>2020  | 2,15,94,642     |
| 2.      | HDFC BANK        | RTGS                         | Transfer from<br>HDFC Bank to<br>HDFC Bank<br>dated 19 <sup>th</sup><br>November,<br>2020 | 19 <sup>th</sup><br>November,<br>2020 | 3,68,00,000     |
| 3.      | HDFC BANK        | RTGS                         | HDFCR52020111<br>958713243                                                                | 19 <sup>th</sup><br>November,<br>2020 | 6,32,00,000     |



Thus the Assignee has paid to the Assignor full consideration amount of Rs. 16,64,81,163/- (Rupees Sixteen Crores Sixty Four Lakhs Eighty One Thousand One Hundred and Sixty Three) towards land and the building. The payment reflected above is the net consideration towards the entire transaction of slump sale of the undertaking as a going concern which includes various assets including land and building and also certain liabilities taken over by the assignee. No dispute as regards payment of consideration amount remains between the parties hereto.

The Common Seal of the above named Assignor M/s. Dhoot Transmission Pvt. Ltd. was, pursuant to a Resolution of its Board of Directors passed in that behalf on 2<sup>nd</sup> February, 2021 affixed hereto in the presence of Mr. Somshekhar Sharnappa Patil, Vice President Finance of the Company who, in token of having affixed the Company's Seal hereto, has set her hand hereto, in the presence of: -



*(Handwritten signature)*



अ ग ग-५  
24/9/21  
2021

1. गणेश वसंतराव गोळंडे  
वय-28, सिंहनाथ बोरगाव  
ता. सेलु जि. परभणी.



Ganesh

2. सुधाकर पंडरीनाथ चामके

Phanik



वर्ग 55 R-26 राधगाडनगर  
म-१ सीडको कोल्हापूर

The Common Seal of the above named  
Assignee M/s. Dhoot Electricals Systems  
Pvt. Ltd. was, pursuant to a Resolution of  
its Board of Directors passed in that behalf  
on the 1<sup>st</sup> February, 2021 affixed hereto in  
the presence of Shri Dhiren Vinodrai Sheth,

Sheth



Chief Operative Officer of the Company  
who, in token of having affixed the  
Company's Seal hereto, has set his hand  
hereto, in the presence of:-



1. गणेश वसंतराव गोळंडे  
वय-28 सिंहनाथ बोरगाव  
ता. सेलु जि. परभणी



Ganesh

2. सुधाकर पंडरीनाथ चामके

Phanik

55 R-26 राधगाडनगर  
म-१ सीडको कोल्हापूर

# Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel: (0240) 331013, 331172

Fax: 331324

E-mail:

ROAURANGABAD@MIDCINDIA.ORG

REGIONAL OFFICE, AURANGABAD  
MIDC INDUSTRIAL AREA, NEAR  
RAILWAY STATION  
AURANGABAD - 431005

By Regd. Post A.D.

Letter No.: MIDC/RO(ABD)/SHE/LMS-1354/ C91679 Date: 27- Nov-2020

Subject :- SHENDRA FIVE STAR INDUSTRIAL AREA

Plot No. AL-18, AL-19

Request for grant of consent for transfer of...

Read :- Letter dated 15/09/2020

## ORDER



Lease dated the 24th day of October, 2013

Lessee

M/s. Dhoot Transmission Private Limited

Current Transfer No.1

M/s Dhoot Electrical Systems Private Limited

M/s Dhoot Electrical Systems Private Limited

By a above noted Lease executed by the Maharashtra Industrial Development Corporation in favour of the Lessee/s the Corporation in consideration of the stipulations and conditions on the part of the Lessee(s) therein contained, granted in favour of the Lessee(s) a Lease of above plot of land bearing Plot AL-18 admeasuring 16000 m<sup>2</sup>, AL-19 admeasuring 16000 m<sup>2</sup> and the building and erections erected thereon in the manner specified in the said Lease. The Lessee(s) in pursuance of sub-clause (u) of Clause 2 of the said Lease represented to the Corporation for grant to him/them/it of consent for transfer and assignment of his/their/its of consent for transfer and assignment of his/their/its interest under or the benefit of the said Lease in favour of : M/s Dhoot Electrical Systems Private Limited, M/s Dhoot Electrical Systems Private Limited ( hereinafter called "the transferee/s"). The Corporation has after due consideration of the said request of the Lessee/s decided to grant its consent to the transfer and assignments of his/their/its interest under the said lease For Mfg. of.

The consent hereby granted is subject to :

(a) The payment to the Corporation by the Lessee/s of the sum of Rs.0 ( Rs.Zero only )as and by way of NO TRANSFER FEES paid of .

(b) The Lessee/s shall deliver at the Lessee's expense a copy of the Deed of Assignment to the Corporation as provided in sub-clause(v) of clause 2 of the said Lease and such copy shall be furnished in duplicate.

(c) The consent is restricted to the transfer and assignment of the said Lease in favour of the transferee/s alone and in case the transferee/s propose/s to make any further transfer of assignment or parting wholly or partially with the possession of the plot of land or any part thereof the transferee/s will have to make a fresh application for consent.

(d) i.e. " the consent hereby granted shall not be operative unless the Deed of Assignment is executed as per sub-para (b) above".

(e) The Transferee shall obtain & produce MPCB's Consent.



MIDC/RO(ABD)/SHE/LMS-1354/

[illegible]

**M/s. Dhoot Transmission Private  
Limited  
Proprietor of,  
15, K.M. Stone, Gut No. 100, Farola  
Paithan Road, Aurangabad,**

**M/s Dhoot Electrical Systems  
Private Limited  
M/s Dhoot Electrical Systems  
Private Limited  
15, K.M. Stone, Gut No. 100, Farola  
Paithan Road, Aurangabad**







# Dhoot Electricals Systems Pvt. Ltd.

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE DHOOT ELECTRICALS SYSTEMS PRIVATE LIMITED HELD ON MONDAY, 1<sup>st</sup> FEBRUARY, 2021 AT 12.00 P.M. AT PLOT NO. AL-18, AL-19, MIDC, SHENDRA SEZ AREA, AURANGABAD MH 431021 IN

The Board Concurred with views and accorded the approval for enter and execute Deed of Assignment. The terms of agreement mentioned in Deed of assignment and would be effective from the date mentioned in the Deed .

After detailed discussion, Board of Directors passed the following resolution.

## RESOLUTION

**"RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby accorded to enter and execute Deed of Assignment with Dhoot Transmission Private Limited (CIN: U31300PN1998PTC131629) to transfer the property situated at Plot No. AL-18, AL-19, MIDC, Shendra SEZ Area, Aurangabad MH 431021 IN, as a draft Deed of Assignment placed before the Board.

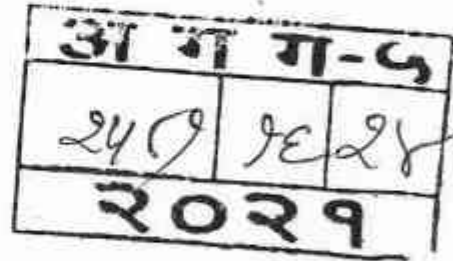
**RESOLVED FURTHER THAT Mr. Dhiren Sheth, Chief Operative Officer (COO)** of the Company, be and is hereby authorised to sign and/ or execute all such agreements, documents, papers, applications, instruments, including amendment, and ancillary documents thereof and to do all such acts, deeds and things as may be necessary to give effect to aforesaid resolution."

-----Certified True Copy-----

DHOOT ELECTRICALS SYSTEMS PRIVATE LIMITED

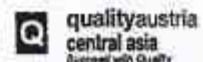
*Alshahad*

ANUPAMA RAHUL DHOOT  
Director (DIN: 01724932)



Shendra Office : Plot No. A-18, AL-19,  
Five Star MIDC, Shendra Industrial Area,  
Aurangabad - 431 154,  
☎: +91-2431- 251446, 251776  
E-mail :cs@dhoottransmission.com

CIN NO- U31904MH2020PTC336736  
Harassing Safety ..... Building Future.



ISO 9001:2015, ISO 14001:2015,  
IATF 16949:2016 ,ISO 45001:2018



# Dhoot Transmission Pvt. Ltd.

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE DHOOT TRANSMISSION PRIVATE LIMITED HELD ON TUESDAY, 2<sup>nd</sup> FEBRUARY, 2021 AT 12.00 P.M. AT GUT NO. 100, FAROLA, TQ PAITHAN, DIST. AURANGABAD

The Board Concurred with views and accorded the approval for enter and execute Deed of Assignment. The terms of agreement mentioned in Deed of assignment and would be effective from the date mentioned in the Deed.

After detailed discussion, Board of Directors passed the following resolution.

## RESOLUTION

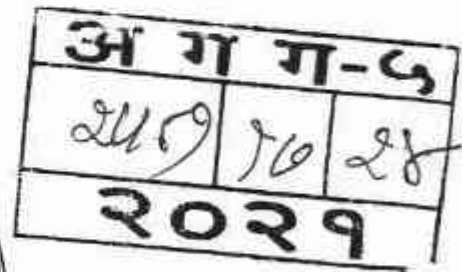
**"RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby accorded to enter and execute Deed of Assignment with Dhoot Electricals Systems Private Limited (CIN: U31904MH2020PTC336736) to transfer the property situated at Plot No. AL-18, AL-19, MIDC, Shendra SEZ Area, Aurangabad MH 431021 IN, as a draft Deed of Assignment placed before the Board.

**RESOLVED FURTHER THAT** Mr. Somshekhar Patil, Vice President Finance of the Company, be and is hereby authorised to sign and/ or execute all such agreements, documents, papers, applications, instruments, including amendment, and ancillary documents thereof and to do all such acts, deeds and things as may be necessary to give effect to aforesaid resolution."

-----Certified True Copy-----

DHOOT TRANSMISSION PRIVATE LIMITED

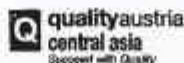
RAHUL RADHAVALLABH DHOOT  
Director (DIN: 00273337)



CIN NO - U31300PN1998PTC131629

*Harnessing Safety ..... Building Future.*

15 Km. Stone, Gut No. 100, Farola,  
Paithan Road, Aurangabad - 431 105.  
E-mail : sales@dhoottransmission.com  
Website : www.dhoottransmission.com



ISO 9001:2015, ISO 14001:2015,  
IATF 16949:2016, ISO 45001:2018

Regd. Office :

312, Nanekarwadi, Chakan,  
Taluka Khed, District - Pune- 410 501  
☎: +91-2135 - 660781,  
Fax : +91-2135-286499.



भारत सरकार/GOVERNMENT OF INDIA,  
वाणिज्य एवं उद्योग मंत्रालय /MINISTRY OF COMMERCE & INDUSTRY  
विकास आयुक्त का कार्यालय / OFFICE OF THE DEVELOPMENT COMMISSIONER,  
सीपज़ विशेष आर्थिक क्षेत्र / SEEPZ - SPECIAL ECONOMIC ZONE  
Pune Sub Office : SEZ Bhawan, Plot No. 6/1, MIDC, Phase-III, Hinjawadi, Pune - 411057  
E-mail : [jdcpc-mah@gov.in](mailto:jdcpc-mah@gov.in), Web-site : [www.seepz.org](http://www.seepz.org) Tel. : (020)61931707



F. No. SEEPZ/NEWSEZ/MIDC-SHENDRE/06/2012-13/3389

Date: 10.08.2020

To,

✓ M/s. Dhoot Transmission Pvt. Ltd.  
Plot A-18, AL-19, MIDC Shendra  
Five Star Industrial Area, Sector  
Specific SEZ for Engineering  
& Electronics of MIDC-Shendra,  
Aurangabad 431210

**Subject: Approval for change of entrepreneur and transfer of LOA issued in favour of M/s. Dhoot Transmission Pvt. Ltd.**

Gentlemen,

Kindly refer to your letter dated 03.03.2020 on the subject cited above.

2. In this regard, I am directed to convey approval of the Unit Approval Committee meeting held on 05.08.2020, for change of entrepreneur from M/s. Dhoot Transmission Pvt. Ltd. to M/s. Dhoot Electrical Systems Pvt. Ltd., under Rule 19(2) of SEZ Rules, 2006 read with decision made by BOA in its 69<sup>th</sup> BOA meeting held on 23.02.2016.

This is for your information.



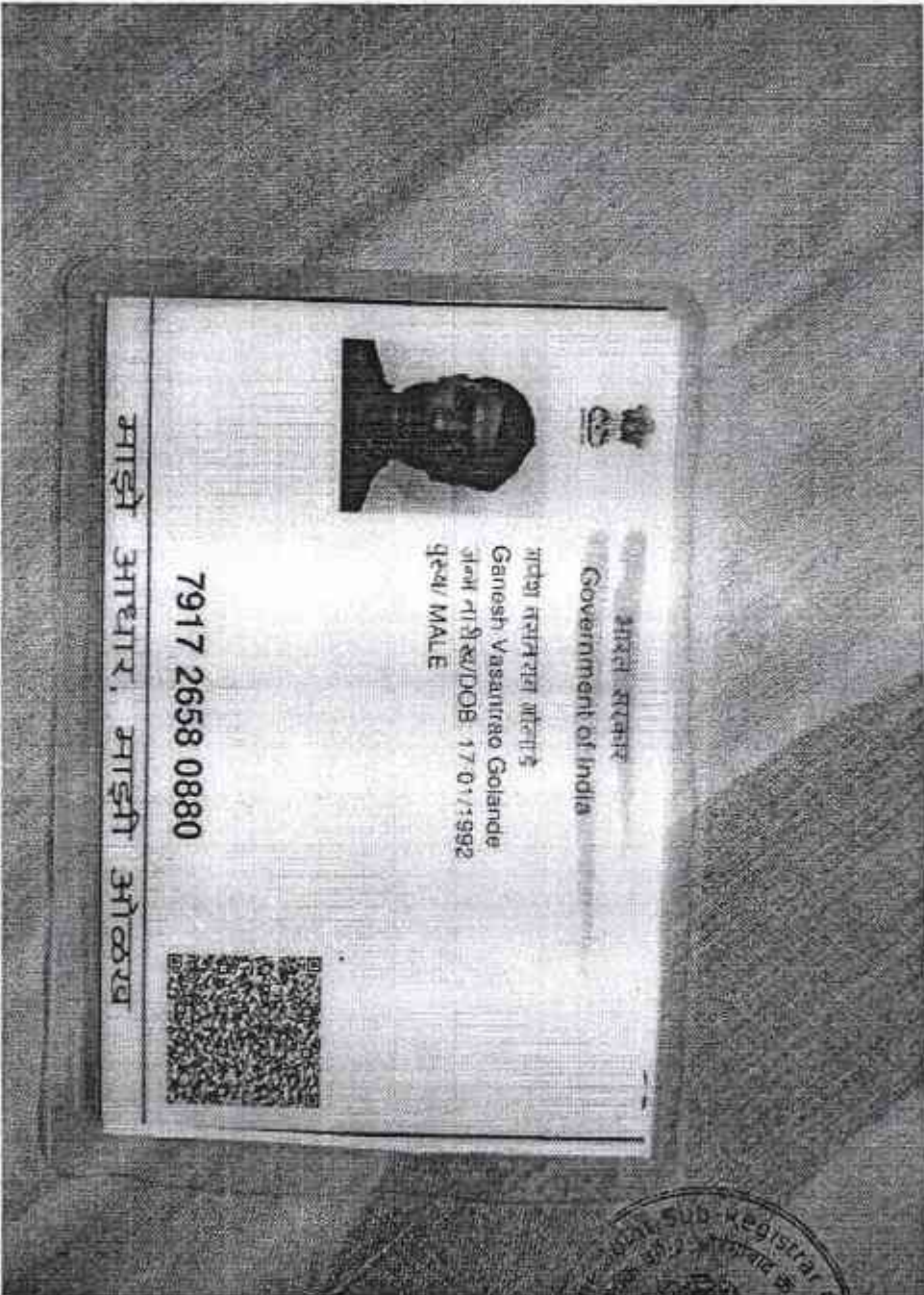
Yours sincerely,

*Muralidharan Nair*  
(10/8/2020)

(Muralidharan Nair)  
Asstt. Development Commissioner,  
Pune Cluster-SEZ

Copy to: The Specified Officer-MIDC-Shendra-Aurangabad-SEZ





Ganesh



|         |    |    |
|---------|----|----|
| अ ग ग-५ |    |    |
| २४०     | १९ | २८ |
| २०२१    |    |    |

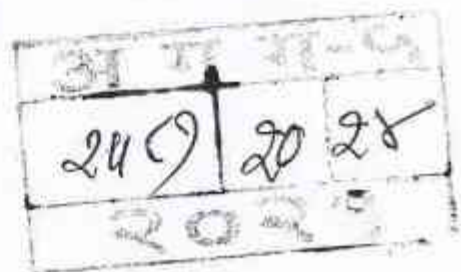


सर्वोच्च निर्देशांक प्रमाणन  
Unique Identification Authority of India

**Address:**

S/O Vasant Rao Golande, Siddhanthi, S/O Vasant Rao Golande, Siddhanthi Bargaon, Post Aher Bargaon, Tq. वंदे अहेर बर्गाव, तह. सेल, जि.हिंगलज  
Selu, Siddhanthi Bargaon, Parbhani District, महाराष्ट्र - 431503  
Maharashtra - 431503

7917 2658 0880



भारत सरकार  
REPUBLIC OF INDIA

धिरें विनोदराय शेट  
Dhiren Vinodrai Sheth  
जन्म तारीख/ DOB: 02/05/1972  
पुरुष / MALE

5402 5637 1250

माझे आधार, माझी ओळख

*Sheth*

THE UNION OF INDIA  
MAHARASHTRA STATE MOTOR DRIVING LICENCE

DL No. MH20 29030070294 DOB: 14-01-2003  
Valid Till: 01-05-2022 (MT)

AED: 08-08-2018  
AUTHORISATION TO DRIVE FOLLOWING CLASS  
OF VEHICLES THROUGHOUT INDIA  
COV: DOV  
LMV: 14-01-2003  
MCWG: 27-08-2018

DOB: 02-06-1972 BG

NAME: DHIREN SHETH  
SEJW OF VINODRAI SHETH  
ADD: PLOT NO. 44, KONARK ESTATE, BEHIND CSREKA  
HOTEL, USMANPURA, AURANGABAD

PNV: 431001  
Signature & ID of  
Issuing Authority: MH20 2918181

Signature/Thumb  
Impression of Holder

*Sheth*



भारत सरकार  
REPUBLIC OF INDIA

सोमशेखर शरणाप्पा पाटील  
Somshekar Sharnappa Patil  
जन्म तारीख/ DOB: 09/02/1970  
पुरुष / MALE

8551 4949 3228

माझे आधार, माझी ओळख

*Sharnappa*

भारत सरकार  
REPUBLIC OF INDIA

सुधाकर पंढरीनाथ चामले  
Sudhakar Pandharinath  
Chamle  
जन्म तारीख/ DOB: 05/04/1968  
पुरुष / MALE

8373 1611 3633

आधार-सामान्य माणसाचा अधिकार

*Chamle*

|         |    |    |
|---------|----|----|
| अ ग ग-८ |    |    |
| २५७     | २९ | २१ |
| २०२१    |    |    |

342/2581

बुधवार, 17 मार्च 2021 6:05 म.नं.

दस्त गोषवारा भाग-1

अगग5

दस्त क्रमांक: 2581/2021

दस्त क्रमांक: अगग5 /2581/2021

बाजार मुल्य: रु. 40,32,30,000/-

मोबदला: रु. 16,64,81,163/-

भरलेले मुद्रांक शुल्क: रु.1,99,13,500/-

दु. नि. सह. दु. नि. अगग5 यांचे कार्यालयात

अ. क्रं. 2581 वर दि.17-03-2021

रोजी 6:02 म.नं. वा. हजर केला.

पावती:3762

पावती दिनांक: 17/03/2021

सादरकरणाचे नाव: मे. धुत इलेक्ट्रीकल्स सिस्टम प्रा. लि. तर्फे धिरेन  
बिनोदराय सेठ

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 480.00

पृष्ठांची संख्या: 24

एकुण: 30480.00

दस्त हजर करणाऱ्याची सही:

Joint Sub Registrar Aurangabad V

Joint Sub Registrar Aurangabad V

दस्तावा प्रकार: भाडेपट्ट्याचे हस्तांतरणपत्र

मुद्रांक शुल्क: (25-अ) जंगण मालमतेच्या बाबतीत असेल तर

शिक्का क्रं. 1 17 / 03 / 2021 06 : 02 : 05 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 17 / 03 / 2021 06 : 03 : 07 PM ची वेळ: (फी)





17/03/2021 6 06:31 PM

दस्त घोषवारा भाग-2

अगम5

दस्त क्रमांक:2581/2021

दस्त क्रमांक :अगम5/2581/2021

दस्ताचा प्रकार :-भाडेपट्ट्याचे हस्तांतरणपत्र

| अनु क्र. | पक्षकाराचे नाव व पत्ता                                                                                                                                                                         | पक्षकाराचा प्रकार                     | छायाचित्र | अंगठ्याचा ठसा |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------|---------------|
| 1        | नाव:मे. धुत इलेक्ट्रीकल्स सिस्टम प्रा. लि. तर्फे धिरेन विनोदराव सेठ<br>पत्ता:फ्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: उस्मानपुरा, औरंगाबाद, महाराष्ट्र, औरंगाबाद, पिन नंबर:- | लिहून घेणार<br>वय :-48<br>स्वाक्षरी:- |           |               |
| 2        | नाव:मे. धुत ट्रान्समीशन प्रा. लि. तर्फे सोमशेखर शरणप्पा पाटील<br>पत्ता:फ्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं: बसव्येनगर, औरंगाबाद, महाराष्ट्र, औरंगाबाद, पिन नंबर:-        | लिहून देणार<br>वय :-50<br>स्वाक्षरी:- |           |               |

वरील दस्तऐवज करून देणार तयाकधीत भाडेपट्ट्याचे हस्तांतरणपत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:17 / 03 / 2021 06 : 03 : 54 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणाऱ्याना व्यक्तीस ओळखतात, व त्यांची ओळख पटवितात

| अनु क्र. | पक्षकाराचे नाव व पत्ता                                                                          | छायाचित्र | अंगठ्याचा ठसा |
|----------|-------------------------------------------------------------------------------------------------|-----------|---------------|
| 1        | नाव:सुधाकर पंढरीनाथ चामले<br>वय:52<br>पत्ता:औरंगाबाद<br>पिन कोड:431001                          |           |               |
| 2        | नाव:गणेश वसंतराव गोलाडे<br>वय:28<br>पत्ता:सिध्दनाथ बोरगांव ता. सेतु जि. परभणी<br>पिन कोड:431503 |           |               |

शिक्का क्र.4 ची वेळ:17 / 03 / 2021 06 : 04 : 29 PM

Joint Sub Registrar Aurangabad V

Payment Details.

| sr. | Purchaser | Type        | Verification no/Vendor | GRN/Licence        | Amount   | Used At | Deface Number    | Deface Date |
|-----|-----------|-------------|------------------------|--------------------|----------|---------|------------------|-------------|
| 1   |           | Certificate | 57/2021                | 3100901            | 19913500 | SD      |                  |             |
| 2   |           | DHC         |                        | 1603202110833      | 480      | RF      | 1603202110833D   | 17/03/2021  |
| 3   |           | eChallan    |                        | MH013216986202021E | 30000    | RF      | 0006280162202021 | 17/03/2021  |

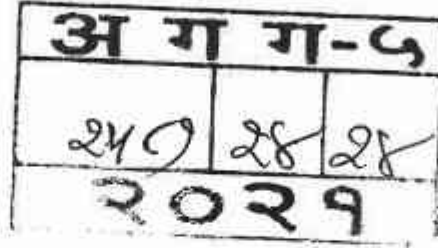
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



## Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

For feedback, please write to us at [feedback.isarita@gmail.com](mailto:feedback.isarita@gmail.com)



प्रमाणित करण्यात येते की, सदर दस्तावेजात एकूण २४ पाने  
आहेत, नोंदणी पुस्तक क्र. १ चे अनुक्रमांक २४० वर नोंदला  
दि. १०/३/२०२१

  
सह. कुटुंब निबंधक वर्ग-२  
औरंगाबाद क्र. ३





18/03/2021



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. औरंगाबाद 5

दस्त क्रमांक : 2581/2021

नोंदणी :

Regn:63m

## गावाचे नाव : शेंद्राबन

|                                                                                                                                       |                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1)विलेखाचा प्रकार                                                                                                                    | भाडेपट्ट्याचे हस्तांतरणपत्र                                                                                                                                                                                                  |
| (2)मोबदला                                                                                                                             | 166481163                                                                                                                                                                                                                    |
| (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)                                                    | 403230000                                                                                                                                                                                                                    |
| (4) भू-मापन,पोटहिस्सा व धरक्रमांक (असल्यास)                                                                                           | 1) पालिकेचे नाव:औरंगाबाद इतर वर्णन : , इतर माहिती: मौजे शेंद्राबन ता. जि. औरंगाबाद येथील शेंद्रा फार्डव्ह स्टार ऐरीया मधील प्लॉट नंबर एएल-18 व एएल-19 ज्याचे क्षेत्र 32000 चौ.मी.<br>( ( Plot Number : एएल-18 व एएल-19 ; ) ) |
| (5) क्षेत्रफळ                                                                                                                         | 1) 32000 चौ.मीटर                                                                                                                                                                                                             |
| (6)आकारणी किंवा जुळी देण्यात असेल तेव्हा.                                                                                             |                                                                                                                                                                                                                              |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-मे. धुत ट्रान्समिशन प्रा. लि. तर्फे सोमशेखर शरणप्पा पाटील वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: बस्येनगर, औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-          |
| (8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता                    | 1): नाव:-मे. धुत इलेक्ट्रीकल्स सिस्टम प्रा. लि. तर्फे धिरेन विनोदराय सेठ वय:-48; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: उस्मानपुरा, औरंगाबाद, महाराष्ट्र, औरंगाबाद. पिन कोड:-431001 पॅन नं:-  |
| (9) दस्तऐवज करून दिल्याचा दिनांक                                                                                                      | 17/03/2021                                                                                                                                                                                                                   |
| (10)दस्त नोंदणी केल्याचा दिनांक                                                                                                       | 17/03/2021                                                                                                                                                                                                                   |
| (11)अनुक्रमांक,खंड व पृष्ठ                                                                                                            | 2581/2021                                                                                                                                                                                                                    |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क                                                                                                   | 19913500                                                                                                                                                                                                                     |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क                                                                                                     | 30000                                                                                                                                                                                                                        |
| (14)शेरा                                                                                                                              |                                                                                                                                                                                                                              |

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण अभिनिर्णीत दस्त कारणाचा तपशील अभिनिर्णीत 57/2021

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(25-a) Movable Property

# Payment Details

| sr. | Purchaser | Type        | Verification no/Vendor | GRN/Licence        | Amount   | Used At | Deface Number    | Deface Date |
|-----|-----------|-------------|------------------------|--------------------|----------|---------|------------------|-------------|
| 1   |           | Certificate | 57/2021                | 3100901            | 19913500 | SD      |                  |             |
| 2   |           | DHC         |                        | 1603202110833      | 480      | RF      | 1603202110833D   | 17/03/2021  |
| 3   |           | eChallan    |                        | MH013216986202021E | 30000    | RF      | 0006280162202021 | 17/03/2021  |

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

सदर दुकान निषयंक नं-२  
औरंगाबाद क. -५

