



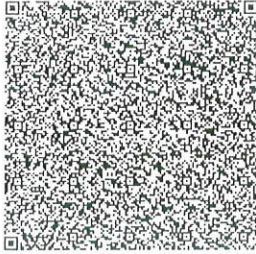
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## INDIA NON JUDICIAL

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Account Reference	: IMPACC (IV)/ dl862203/ DELHI/ DL-DLH
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Purchased by	: ASK AUTOMOTIVE PVT LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ASK AUTOMOTIVE PVT LTD
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Stamp Duty Paid By	: ASK AUTOMOTIVE PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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This Stamp Paper forms an Integral  
Part of the JOINT VENTURE AGREEMENT  
executed between FRAS-LE S.A., ASK  
AUTOMOTIVE PVT. LTD. & ASK FRICTION  
PVT. LTD. dated 5th December 2017

Khanwar - *Sigam* Amanwar

#### Statutory Alert:

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5<sup>TH</sup> DECEMBER, 2017

FRAS-LE S.A.

AND

ASK AUTOMOTIVE PRIVATE LIMITED

AND

ASK FRICTION PRIVATE LIMITED

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JOINT VENTURE AGREEMENT

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## JOINT VENTURE AGREEMENT

This **JOINT VENTURE AGREEMENT** ("Agreement") is dated 5<sup>th</sup> December, 2017 ("Execution Date") and is made by and amongst:

- (1) **FRAS-LE S.A.**, a company incorporated under the laws of Brazil, and having its address at RS 122 Road, Km 66, No. 10,945, Caxias do Sul, RS, Brazil (hereinafter referred to as "**Fras-le**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **First Part**;
- (2) **ASK AUTOMOTIVE PRIVATE LIMITED**, a company incorporated under the laws of India, and having its registered address at Flat No. 104,929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi 110005, India (hereinafter referred to as "**ASK**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **Second Part**; and
- (3) **ASK FRICTION PRIVATE LIMITED**, a company incorporated under the laws of India, and having its registered address at Flat No. 104,929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi 110005, India (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **Third Part**.

Fras-le, ASK and the Company are hereinafter, unless repugnant to the context or meaning thereof, collectively referred to as the "**Parties**" and individually as a "**Party**".

### WHEREAS:

- A. ASK is, *inter alia*, a producer of friction material in India, supplying brake products to automotive OEMs, OE and OES products as well IAM products / services (*as such terms are defined in Clause 1*) in India, for two wheeler vehicles, passenger cars and commercial vehicles. ASK presently conducts the Retained Business (*as defined hereinafter*) and the Target Business (*as defined hereinafter*). As on the Execution Date, ASK is the owner of the Land & Building (*as defined hereinafter*).
- B. ASK has incorporated a new company on 13<sup>th</sup> October, 2017, being the Company, and the Parties wish to carry out the Target Business (*as defined hereinafter*) through the Company on and from the Closing Date (*as defined hereinafter*). It is therefore, proposed that the Target Assets (*as defined hereinafter*), including the Inventory (*as defined hereinafter*) would be Transferred (*as defined hereinafter*) by ASK to the Company pursuant to the Transfer of the Target Assets (including the Inventory) on the Closing Date.
- C. Upon the terms and subject to the conditions set forth herein, and on the basis of, *inter alia*, the Warranties (*as defined hereinafter*), the Fras-le Warranties (*as defined hereinafter*) and covenants recorded herein, ASK has agreed to Transfer the Target Assets (including the Inventory) to the Company on the Closing Date as provided in Clause 5 of this Agreement, and Fras-le and ASK have, *inter alia*, agreed to subscribe to, and the Company has agreed to, issue and allot to Fras-le and ASK, the Subscription Shares (*as defined hereinafter*) such that pursuant to the Transaction (*as defined hereinafter*) Fras-le (and / or its Affiliates) would hold 51% (Fifty One Per Cent) and ASK (and / or its Affiliates) would hold 49% (Forty Nine Per Cent) of the issued and paid-up Share Capital (*as defined hereinafter*) of the Company on the Closing Date (*as defined hereinafter*).
- D. The Parties have now entered into this Agreement to record the respective *inter se* rights and obligations of the Parties and rights and obligations of the Parties in relation to the Company (*as defined hereinafter*), which shall supersede in entirety, any prior arrangement (written or oral) between any of the Parties, including the Term Sheet dated 16<sup>th</sup> September, 2017.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and







warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement, unless the context requires otherwise, (i) the following words and expressions shall have the following meanings; and (ii) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed:

**“Act”** means the Companies Act, 2013 in force in India and the notifications, rules and regulations made thereunder from time to time and all future re-enactments, amendments and substituting acts and, where required, the Companies Act, 1956, to the extent as maybe applicable and in force;

**“Affiliates”** means: (a) with respect to any specified Person, other Person that directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with such specified Person; and (b) with respect to ASK means an Affiliate which is directly or indirectly Controlled by the Rathee Family, and (for so long as ASK's equity shares are unlisted) in whom any Person engaging in a competing business does not directly or indirectly hold any interest which would give such person any information rights or other participation rights in the specified Person;

**“Applicable Law”** or **“Applicable Laws”** includes, in respect of each Party, such applicable:

- (i) laws (whether civil, criminal, administrative or taxation), common laws or, statutes, enactments, rules, listing agreements, notifications, guidelines, circulars or policies, subordinate legislation, regulations, directives and by-laws in any jurisdiction, including, where applicable, the countries and jurisdictions in which any of the Parties are incorporated and/or carry on any business or activities; and
- (ii) administrative interpretation, writ, injunction, directions, directives, binding judgment, arbitral award applicable to the Parties, decree, orders or governmental approvals of, or agreements with, any Governmental Authority or recognized stock exchange;

**“Approval”** means any permission, approval, consent, waiver, grant, license, order, decree, authorization, authentication of, or registration, qualification, designation, notice, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority or any other Person;

**“ASK Brand”** means the brand/trade name/trademark **“ASK”**, bearing (i) application number 506591 and certificate number 199533 and (ii) trademark number 1437839 and certificate number 923649;

**“ASK Change of Control”** shall be deemed to occur when the Rathee Family cease to, either directly or indirectly, be in Control of ASK;

**“ASK License Agreement”** means the license agreement to be executed between the Company and ASK in the format similar to as set out in Annexure 10, which shall be effective as of the Closing Date, and shall be in an agreed form;

**“ASK Subscription Consideration”** means the INR equivalent of USD 4,900,000 (United States Dollars Four Million and Nine Hundred Thousand Only), the INR equivalent of which shall be calculated on the Closing Date, in accordance with Applicable Law;

**“ASK Subscription Shares”** means such number of Equity Shares of the Company which shall be issued and allotted to ASK on the Closing Date, in consideration of the ASK Subscription Consideration, so that ASK shall hold 49% (Forty Nine Per Cent) of the Share Capital, on a Fully

Diluted Basis on the Closing Date;

**"ASK Trademark Agreement"** means the trademark license agreement to be executed between the Company and ASK in the format similar to as set out in Annexure 14, which shall be effective as of the Closing Date, and shall be in an agreed form;

**"Board"** means the board of directors of the Company, as constituted from time to time;

**"Big Four Firm"** shall mean Ernst & Young (or EY), PricewaterhouseCoopers (or PWC), KPMG, Deloitte Touche Tohmatsu and / or their Affiliates eligible to practice in India, as per Applicable Law;

**"Business Days"** means a day on which banks in Delhi, India, Gurugram, India and Caxias do Sul, Brazil are open for normal banking business (excluding Saturdays, Sundays and public holidays);

**"Business Plan"** means the business plan in relation to the Company, setting out details of the Company's annual budget, strategic planning in respect of its operations, capital expenditure, funding requirements, means of financing, tax, contingency planning, market segmentation and strategy, brands and brand building initiatives, marketing and sales, new products and sales regions, short-term and long-term investments expected in order to produce and deliver new products for domestic sale and export which shall be adopted by the Board in accordance with this Agreement;

**"Change of Control Event"** shall have the meaning as defined in Clause 19.1;

**"Claim"** means, in relation to a Person, any demand, legal action, cause of action, liability, proceeding, claim, suit, litigation, prosecution, mediation, arbitration or enquiry, and includes any notice received in relation thereto, whether civil, criminal, administrative or investigative, made or brought by or against a Party;

**"Closing"** means the completion of all the actions set out in Clause 8.3 of this Agreement;

**"Closing Date"** means the Business Day on which Closing occurs;

**"Confidential Information"** means: (i) this Agreement, its existence and any documents, correspondence, discussions and negotiations related to this Agreement including negotiations prior to execution of this Agreement; (ii) any Dispute arising out of or in connection with this Agreement or the resolution of such Dispute, unless such Dispute is before a court or other similar public forum to the extent required as per Applicable Laws; (iii) any information or materials prepared by or for a Party or its directors, officers, employees and representatives that contain or otherwise reflect, or are generated from, Confidential Information; and (iv) any other proprietary, confidential or non-public information of any Party;

**"Contract"** means any written contract, agreement, purchase order, binding commitment and / or any other contractual arrangement, entered into by ASK prior to the Closing Date in relation to or in connection with the Target Business which are listed in Annexure 2 and shall subsist on the Closing Date. The Contracts which are Transferable without having to obtain the consent of the counterparty thereto are listed in Part B1 of Annexure 2 and the Contracts which are not so Transferrable are listed in Part B2 of Annexure 2 ("Non-Transferable Contracts").

**"Control"** (including the terms "Controlled by" and "under common Control with") means, in relation to a body corporate, the right to exercise, or control the exercise of, whether directly or indirectly, acting alone or together with another Person, more than 50% (Fifty Per Cent) of the total voting rights at a general meeting of that body corporate, or the right or power to direct, whether directly or indirectly, acting alone or together with another Person, the policy decisions or management of that body corporate, including right to appoint majority of the board of directors



of that body corporate, and in relation to any Person which is not a body corporate or an individual, the right or power to direct, whether directly or indirectly, acting alone or together with another Person, the policy decisions or management of that Person;

“**Customers**” means the customers of ASK, in relation to, or in connection with the Target Business, details of which are listed in **Part J of Annexure 2**, and who shall be the customers of the Company on and from the Closing Date;

“**Deed of Adherence**” means the deed of adherence in a form enclosed in **Annexure 5**, which shall form an integral part of this Agreement;

“**DP Account**” means the account of any Person held with a depository participant;

“**Employees**” means all employees on the pay roll of ASK (including but not limited to ‘workmen’, the Key Employees (*as defined hereinafter*), the commercial vehicle sales team, and all other permanent employees) employed by ASK for the Target Business (details of which are set out at **Part C of Annexure 2**). These employees would resign from ASK and will be employed by the Company pursuant to new employment agreements to be executed between such resigning employees and the Company effective on and from, the Closing Date;

“**Employees Benefit Plan**” means the provident fund contribution made by ASK to the Government Provident Fund in respect of its Employees pursuant to Applicable Law in India, namely, the Employees’ Provident Funds and Miscellaneous Provisions Act, 1952 and the rules made thereunder and the and the Employees State Insurance Act, 1948, and the rules made thereunder, which is the only employee benefit fund to which contribution is required to be made by ASK including under Applicable Law to its Employees as set out at **Part D of Annexure 2**;

“**Employment Agreements**” means the employment agreements, which shall be in an agreed form, to be executed between the Company and each of the Key Employees of the Company effective on and from the Closing Date;

“**Encumbrance**” shall mean: (i) any charge (whether fixed or floating), mortgage, pledge, lien, hypothecation, assignment, deed of trust, title retention, non-disposal (with or without a power of attorney or similar authority to dispose of the underlying assets) or similar undertaking, or other charge of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Laws; (ii) any voting agreement, interest, option, right of first offer, or refusal or transfer restriction in favour of any Person; and/or (iii) any adverse Claim as to title or possession or use. The terms “**Encumber**” and “**Encumbered**” shall be construed accordingly;

“**Environmental Laws**” means all Applicable Laws relating to environmental matters in force in India, including Approvals issued thereunder;

“**Existing ASK Customers**” means the customers set out at **Annexure 9** herein;

“**Export Liabilities**” means the export obligations under the Export Promotion Capital Goods Scheme of the Government of India, details of which (including restrictions, if any), are set out in **Part I of Annexure 2**;

“**Equity Securities**” means Equity Shares, preference shares mandatorily or optionally convertible into Equity Shares, warrants, debentures compulsorily or optionally convertible into Equity Shares or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for Equity Shares;

“**Equity Shares**” means the equity shares of the Company having a face value of INR 10 (Rupees



Ten Only) each;

"Execution Date" shall have the meaning ascribed to it in the Preamble;

"FEMA Regulations" shall mean the Foreign Exchange Management Act, 1999 and the rules and regulations framed thereunder;

"Financial Statements" shall mean the audited financial statements comprising an audited balance sheet as of the relevant Financial Year end and the related audited statement of income for the Financial Year then ended, together with the auditor's report thereon and notes thereto prepared in accordance with Applicable Laws;

"Financial Year" means the fiscal year beginning on April 1 of each year and ending on March 31 of the immediately succeeding year or as may otherwise be provided under Applicable Law in India;

"Fras-le Brands" means the trademark 'Fras-le', bearing the trademark number 2057698 and the trademark 'Lonaflex';

"Fras-le Change of Control" shall be deemed to occur when the Randon Family cease to, either directly or indirectly, be in Control of the Fras-le's Products Division;

"Fras-le License Agreement" means the license agreement to be executed between the Company and Fras-le, which shall be effective as of the Closing Date, in the form set out at Annexure 10;

"Fras-le's Products Division" means the business division of Fras-le in Brazil which manufactures and sells friction products including brake pads and brake linings for commercial vehicles from 3.5 tons and above;

"Fras-le Subscription Consideration" means the INR equivalent of USD 5,100,000 (United States Dollars Five Million and One Hundred Thousand Only), the INR equivalent of which shall be calculated on the Closing Date, in accordance with Applicable Law;

"Fras-le Subscription Shares" means such number of Equity Shares of the Company which shall be issued and allotted to Fras-le on the Closing Date, in consideration of the Fras-le Subscription Consideration, so that Fras-le shall hold 51% (fifty One Per Cent) of the Share Capital, on a Fully Diluted Basis on the Closing Date;

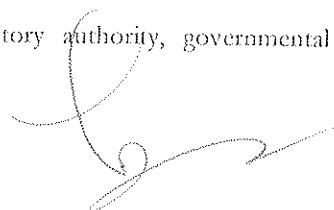
"Fras-le Trademark License Agreement" means the trademark license agreement to be executed between Fras-le and the Company, which shall be in the form and substance set out at Annexure 14 and which shall be effective as of the Closing Date and in agreed form;

"Fully Diluted Basis" means that the calculation is to be made assuming that all Equity Securities are converted (or exchanged or exercised) into Equity Shares (whether or not by their terms then currently convertible, exercisable or exchangeable), including without limitation stock options (including employee stock options), warrants and any outstanding commitments to issue Equity Shares at a future date, whether or not due to the occurrence of an event or otherwise, have been so converted, exercised or exchanged into Equity Shares in accordance with the terms of their issuance;

"Fundamental Warranties" means the Warranties set out paragraphs 1 (*Existence, Ability and Legally Binding*), 2 (*Authority*), 3 (*Solvency*), 4 (*No Violation*), 5 (*Subscription Shares*), 6 (*Target Assets*) and 7 (*Financing*) of Annexure 6 and the Fras-le Warranties set out in paragraphs 1 (*Existence, Ability and Legally Binding*), 2 (*Authority*), 3 (*Solvency of Fras-le*) and 4 (*No Violation*) of Annexure 7.

"Governmental Authority" means any governmental or statutory authority, governmental

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department, agency, commission, board, tribunal or court or other entity authorised to make laws, rules or regulations or pass directions having jurisdiction, or any state or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction in respect of the subject matter pursuant to Applicable Laws, including but not limited to any authority which has, or would have, any jurisdiction in relation to the Target Business or any activities of the Company and / or its Subsidiaries, if any, (as existing from time to time);

**"Key Employees"** means the chief executive officer and chief financial officer and any other employee receiving remuneration of INR 5,000,000 (Rupees Five Million Only) or would have, or more per annum;

**"Incorporation Date"** means the date of incorporation of the Company, as specified in the certificate of incorporation of the Company issued by the Registrar of Companies, which is 13<sup>th</sup> October, 2017;

**"Indebtedness"** means (i) all liabilities for borrowed money, whether current or funded, secured or unsecured, all obligations evidenced by bonds, debentures, notes or similar instruments, any accrued interest on borrowed money / loans, and all liabilities in respect of mandatorily redeemable or purchasable capital stock or securities convertible into capital stock; (ii) all liabilities for the deferred purchase price of property; (iii) all liabilities in respect of any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which liabilities are required to be classified and accounted for under the accounting standards under Applicable Law as capital leases, (iv) all accounts receivables and advance receivables including advances received on orders; and / or (v) all liabilities for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction securing obligations of a type described in Clauses (i), (ii), (iii) or (iv) above to the extent of the obligation secured, and all liabilities as obligor, guarantor, or otherwise, to the extent of the obligation secured;

**"Independent Third Party"** means the independent Third Party who shall be jointly nominated the ASK and Fras-le within 10 (Ten) calendar Days of the expiry of the Deadlock Discussion Period;

**"Indemnified Parties"** means one or more of (A) (i) Fras-le or its Affiliates who hold Equity Shares of the Company, where any Loss has been suffered or incurred by Fras-le (and/or its Affiliates) (ii) the Company, where any Loss has been suffered or incurred by the Company, for any breach by ASK or Fras-le (as the case may be); or (B) ASK, where a Loss has been suffered by ASK on account of any breach by Fras-le (and/or its Affiliates) of the Fras-le Warranties;

**"Indemnifying Parties"** means (i) ASK or any of its Affiliates who hold Equity Securities in the Company; where a Loss has been suffered by Fras-le (or any of its Affiliates who hold Equity Shares in the Company) and / or the Company, for any breach by ASK; or (ii) Fras-le or any of its Affiliates who hold Equity Securities in the Company, where any Loss has been suffered by ASK (or any of its Affiliates who hold Equity Securities in the Company) and /or the Company for breach by Fras-le;

**"Insurance Policies"** means all the policies of insurance obtained by ASK in relation to the Target Business and / or the Target Assets, set out at Part F of Annexure 2, none of which are transferable;

**"Intellectual Property"** means patents, trademarks, designs, service marks, trade names, domain names, database rights, registrations, copyrights (in each case in any part of the world whether or not registered or capable of being registered, and if registered for their full period of registration with all extensions and renewals, and including all applications for registration), know-how, formulations, industrial rights, industrial secrets, product licenses and any and all intellectual property rights of any nature anywhere in the world and any licenses and permissions in connection with any of the above rights or information, and in relation to the Target Business,

including such Intellectual Property set out at Part E of Annexure 2;

**"Inventory"** means the inventory pertaining to the Target Business identified five (5) Business Days before the Closing Date and includes raw materials, stores and spares agreed to by ASK, the Company and Fras-le, a list of which shall be prepared by ASK and provided to the Company and Fras-le for review at least 5 (five) Business Days prior to the Closing Date (**"Inventory List"**), and shall be deemed to form part of this Agreement;

**"Land & Building"** means all that piece and parcel of land situated at Plot Number 446-D, Sector 8, IMT Manesar, Gurugram – 122050, Haryana, India admeasuring 7,200 (Seven Thousand and Two Hundred) square yards having factory building of a built up area of 76,836.23 (Seventy Six Thousand Eight Hundred and Thirty Six Point Twenty Three) square feet, which shall be verified by the Parties between Execution Date and Closing Date;

**"Lease Agreement"** shall mean the lease agreement to be executed between the Company and ASK in relation to the lease of the Land & Building by the Company from ASK, which shall be effective as of the Closing Date, in the form and substance set out Annexure 8, pursuant to which the Company shall pay ASK an annual rent as set out in the lease agreement. It is clarified that the details with respect to the Land & Building, including in relation to the number of floors and the built up area, shall be verified between Execution Date and Closing Date by the Parties, and the form of the Lease Agreement as set out at Annexure 8 shall be modified to that extent;

**"Licenses"** means all licenses, permissions, approvals, consents, registrations, or filings required in relation to the Target Business and the Target Assets, including those set out at Part G of Annexure 2; A list of Licenses which are transferable are set out in Part G1 of Annexure 2 and a list of Licenses which are not transferable are set out in Part G2 of Annexure 2.

**"Long Stop Date"** means a date which is 60 (Sixty) days from the Execution Date, renewable for additional 30 (Thirty) days, or such later date as may be mutually agreed in writing between ASK and Fras-le;

**"Loss" or "Losses"** means all losses, liabilities (including statutory liabilities), damages, deficiencies, judgments or cause of action, awards, assessments, Taxes, Claims costs or expenses (including, without limitation, interest, penalties and attorneys' fees, settlement amounts and expenses), that are suffered or incurred by any Indemnified Party;

**"Material Adverse Effect"** shall mean:

- (a) event, occurrence, fact, condition, change, development, action or effect that would be materially adverse to the Target Assets or Target Business with a financial impact of not less than INR 65,000,000 (Rupees Sixty Five Million Only); and / or
- (b) material impairment of the ability of (i) ASK or the Company, or (ii) Fras-le, as applicable, to perform their respective obligations hereunder; unless such adverse effect or change can be and has been cured prior to the Closing Date, to the satisfaction of (i) Fras-le, in the event of such material impairment of ASK or the Company; or (ii) ASK, in the event of such material impairment of Fras-le; and / or
- (c) the occurrence of Change of Control Event, unless cured prior to the Closing Date, to the satisfaction of (i) ASK, in the event of a Fras-le Change of Control, or (ii) Fras-le, in the event of a ASK Change of Control or a Change of Control of the Company; and / or
- (d) event or fact which renders or could reasonably be expected result in any of the Warranties (with respect to ASK or the Company) or Fras-le Warranties (with respect to Fras-le) being or becoming untrue, inaccurate, incomplete or misleading in any material manner;



“**New Name**” means “ASK Fras-le Friction Private Limited”;

“**Non-Compete & Non-Solicitation Agreements**” means the non-compete and non-solicitation agreements or undertakings to be executed by (i) the Rathee Family (*as defined hereinafter*) and (ii) the Randon Family (*as defined hereinafter*) with the Company, *inter alia*, in consideration of the Transactions contemplated hereunder, effective as of the Effective Date, in an agreed form;

“**Ordinary Course of Business**” means an action taken by or on behalf of a Person that satisfies all of the following conditions: (i) such action is taken in the ordinary course of the Person’s normal day-to-day operations; (ii) such action is taken in accordance with sound and prudent business practices consistent with past practice; (iii) such action is not required to be authorised by the Person’s shareholders, board or any committee of the board and does not require any other separate or special authorisation of any nature;

“**Party**” or “**Parties**” shall have the meaning ascribed to it in the Preamble, and shall be deemed to include the Company, with effect from the Incorporation Date;

“**Person**” means a natural person, a company, any corporation, a partnership or a limited liability partnership, a trust, a business trust, a joint stock company, an unincorporated association, a government or Governmental Authority, and / or any other legal entity;

“**Pro Rata Share**” means, as of any date of determination, with respect to each Shareholder, the proportion that the number of Equity Shares of the Company held by such Shareholder bears to the aggregate number of Shares of the Company held by all Shareholders as of such date, on a Fully Diluted Basis;

“**Products**” means brake pads and brake linings for commercial vehicles from 3.5 tons and above but excluding pad back plates for commercial vehicles;

“**Randon**” means Randon S.A. Implementos e Participações, a company incorporated in Brazil and listed on BOVESPA, being the promoter shareholder of Fras-le;

“**Randon Family**” means David Abramo Randon, and his wife and children, Alexandre Randon and his children, Roseli Beatriz Randon and child, Maurien Helena Randon Barbosa, and her husband and children, Daniel Raul Randon, and his wife and children;

“**Rathee Family**” means Mr. K. S. Rathee and his wife, Mrs. Vijay Rathee, Mr. Aman Rathee, his wife and their children, and Mr. Prashant Rathee, his wife and their children;

“**Receipt**” means the receipt to be issued by the Company to ASK on the Closing Date to acknowledge receipt of delivery of the Target Assets set out in **Part A of Annexure 2** (“**Equipment & Machinery**”) and the Inventory, which shall be counter signed by ASK, in the form and substance set out at Annexure 2A, as contemplated in Clause 5.2.1;

“**Records**” means all books and records, order books, files and documents in each case that are used in the Target Business, in any media or format including but not limited to machine readable or electronic media/ format and other records used in the Target Business;

“**Related Party**” means with respect to any Person: (i) any Shareholder, director or officer of the Company and their respective Relative(s); (ii) any Affiliate of such Person; (iii) any Affiliate of the Shareholder or director described in (i) above; (iv) any other Person in which any of the Persons described in (i) to (iii) above has any direct or indirect interest (other than a passive shareholding of less than 1% (One Per Cent) in such other Person; *provided* that the Persons described in (i) to (iv) above have no specific rights in relation to the management or the conduct of business or affairs of such other Person) and (v) any other Persons as are defined as “related party” under any accounting or Tax Laws;

**"Relative"** of a natural Person has the meaning ascribed to it under Section 2(77) of the Companies Act, 2013;

**"Restated Articles"** means the articles of association of the Company which shall be restated and amended, on or after the Closing Date, in the agreed form;

**"Restricted Period"** means such time period after the term of this Agreement as may be mutually agreed in writing between ASK and Fras-le upon termination of this Agreement; provided that, in the event that the ASK and Fras-le are unable to mutually agree to such further period, the Restricted Period will be deemed to be a period which extends until the expiry of (a) 6 (Six) months from the date of termination of this Agreement, in the event that this Agreement is terminated during the Lock-In Period; or (b) 3 (Three) years from the date of termination of this Agreement, in the event that this Agreement is terminated post the expiry of the Lock-In Period;

**"Retained Business"** means all other business of ASK other than the Target Business, carried on by ASK as on the Execution Date (or thereafter) which does not form subject matter of this Agreement;

**"Share Capital"** means the paid up share capital of the Company;

**"Shareholder"** means a registered holder of at least 1 (One) Equity Share of the Company;

**"Subscription Consideration"** means the ASK Subscription Consideration and / or the Fras-le Subscription Consideration, as the context may require;

**"Subscription Shares"** means Fras-le Subscription Shares and the ASK Subscription Shares, collectively;

**"Subsidiary"** has the meaning ascribed to it under the Act;

**"Target Assets"** means the assets of ASK required for the Target Business, as more particularly listed in Annexure 2, including the Inventory, which will be Transferred by ASK to the Company on the Closing Date as provided in Clause 5;

**"Target Business"** means the business of production and marketing of the Products for the following customer segments as conducted by ASK as on the Closing Date and which shall be undertaken by the Company on and from the Closing Date:

- (a) Original Equipment Manufacturer(s) ("**OEM**"), Original Equipment Supplier(s) ("**OES**") and independent aftermarket ("**IAM**"), in the Target Territories;
- (b) Private label production for Fras-le as per the terms listed in Clause 12;
- (c) Export customers and Indian IAM customers currently being supplied commercial vehicle products by ASK as stated in Clause 12.2; and
- (d) OEM, OES and IAM for future potential international customers in the commercial vehicle segment.

**"Target Territories"** mean India, Sri Lanka, Bangladesh and Nepal, where the Company shall be the exclusive entity to manufacture and sell the Products in accordance with the terms and conditions of this Agreement;

**"Tax"** means:

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- (a) all forms of tax (direct and indirect), levy, duty including stamp duties, charge, impost, withholding or other amount, whenever or wherever created or imposed by, or payable to any Tax Authority in India or other jurisdictions whether payable on own account or in a representative capacity, including without limitation in relation to income, profits, gains, net wealth, asset values, turnover, expenditure, capital gains, withholding, employment, payroll, fringe benefits, goods and services tax and franchise taxes (including surcharge and cess); and
- (b) all charges, interest, penalties and fines incidental or relating to any Tax falling within (a) above or which arise as a result of the failure to pay any Tax on the due date or to comply with any obligation relating to Tax;

**"Tax Laws"** shall collectively mean the Income-tax Act, 1961, the Goods and Services Tax legislations (**"GST"**) and any other Applicable Laws in relation to Taxes;

**"Tax Authority"** means any revenue, customs, fiscal, governmental, statutory, state, provincial, local governmental or municipal authority, body or Person responsible for Tax;

**"Tax Proceedings"** includes suits, recovery proceedings, demands, Claims, assessment proceedings (including in a representative capacity), re-assessment proceedings, block assessments, search, survey and seizure related proceedings, tax deduction at source related proceedings, interest or penalty related proceedings, rectification, stay of demand related proceedings, appeals (at any level) or similar actions in respect of (i) returns, which are filed but in respect whereof no notice has been received; and / or (ii) appeals pending to be filed;

**"Third Party"** means any Person that is not a signatory to this Agreement;

**"Transaction"** means (i) the Transfer of the Target Assets (including the Inventory); (ii) the issuance and allotment of the Subscription Shares; in accordance with the terms and conditions of this Agreement; and (iii) all actions, rights and obligations of the Parties arising out of, and under, the Transaction Documents;

**"Trademark License Agreement"** means the Fras-le Trademark License Agreement and the ASK Trademark License Agreement, collectively, which shall be in the form and substance set out at **Annexure 14** and in agreed form;

**"Transaction Documents"** means this Agreement, the Fras-le License Agreement, the ASK License Agreement, the Lease Agreement, the Transitional Services Agreement, the Employment Agreements, the Non-Compete & Non-Solicitation Agreements, the Trademark License Agreement and any other document entered into by the Parties in connection with the Transactions as contemplated under the Agreement;

**"Transfer"** means and includes any direct or indirect sale, assignment, transfer, pledge, gift, Encumbrance or other disposition of or the subjecting to an Encumbrance of, any property, asset, right or privilege or any interest therein or thereto. However, it is clarified that Transfer with respect to the Target Business means the Transfer of the Target Assets (including the Inventory), free from Encumbrance in accordance with the terms of this Agreement;

**"Transfer of the Target Assets"** means the Transfer of the Target Assets specified in **Part A of Annexure 2** including the Inventory in accordance with Clause 5; and

**"Transitional Services Agreement"** means the agreement to be executed between the Company and ASK, which will be in an agreed form and will be effective as of the Closing Date, based on the key commercial terms agreed in writing between the Parties on 5<sup>th</sup> December 2017.

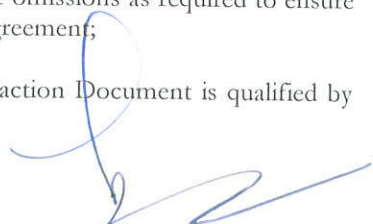
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## 1.2. Interpretation

In this Agreement, unless the context requires otherwise:

- (i) references to a provision, Clause, Schedule or an Annexure are to a provision, clause of, or a schedule or annexure to, this Agreement and references to this Agreement include its Schedules and Annexures, which are part of this Agreement, and references to a part or paragraph include references to a part or paragraph of a Schedule or Annexure to this Agreement;
- (ii) references to this Agreement and any other document or to any specified provision of this Agreement and any other document are to that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this Agreement and that document or, as the case may be, with the agreement of the relevant parties;
- (iii) reference in this Agreement to certain number of days shall mean calendar days unless otherwise specified to be Business Days;
- (iv) words importing the singular include the plural and *vice versa*, words importing a gender include every gender;
- (v) the table of contents and the headings to clauses, Schedules, Annexures, parts and paragraphs are inserted for convenience only and shall be ignored in interpreting this Agreement;
- (vi) the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible;
- (vii) a reference to any statute or statutory provision includes any subordinate legislation made under it and any provision which it has re-enacted (with or without modification), and any provision superseding it or re-enacting it (with or without modification), before or on the Execution Date;
- (viii) where any obligation under this Agreement ("**Subject Obligation**") requires an approval of any Governmental Authority in order for the Subject Obligation to be performed validly, then the Subject Obligation shall be deemed to include the obligation to apply for, obtain, maintain and comply with the terms and conditions of, all such approval and any timelines in respect of such Subject Obligation shall stand extended appropriately to consider the time required to obtain such approvals. It is clarified that any such extensions will expire on the Long Stop Date;
- (ix) any reference to documents in the "agreed form" or acts / consents "mutually agreed between the Parties" or "agreed to by the Parties" or any similar expressions shall mean documents / acts / consents that are in such form, and containing such content, that has been approved in writing between the Parties;
- (x) where any obligation is imposed on the Company prior to or on the Closing Date under this Agreement, it will be deemed that ASK, as a shareholder of the Company, shall have a corresponding obligation to cause the Company to comply with its obligation and that ASK will exercise all its powers (including voting powers) and take all necessary steps and do or cause to be done all acts, deeds and things, commissions or omissions as required to ensure compliance of all obligations of the Company under this Agreement;
- (xi) where any statement in this Agreement or any other Transaction Document is qualified by

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the Company's, or ASK's or Fras-le's knowledge, information, belief or awareness or any similar expression, that statement shall be deemed to include the knowledge, information, belief or awareness after reasonable examining all information and making all due and careful inquires and investigation as would be expected or required from a person of reasonable and ordinary prudence, and when used in the context of the Company prior to and on the Closing Date, includes the knowledge, information, belief or awareness of ASK;

- (xii) time is of the essence in the performance of the Parties' respective obligations except where any day or period may be extended with written consent as provided in Clause 29.5. If any time period specified herein is extended, such extended time shall also be of essence and unless otherwise specified. Time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the first and/or the last day of such period is not a Business Day.

## 2. EXECUTION DATE DELIVERABLES

- 2.1. On the Execution Date, concurrently with the execution of this Agreement, each Party shall deliver to the other Party, duly authenticated copies of all corporate authorisations obtained by each Party, including extracts from the minutes of a duly convened meeting of its respective board of directors, for the execution and delivery of the Transaction Documents and performance of its obligations thereunder.

## 3. EFFECTIVE DATE

- 3.1. This Agreement shall come into effect on and from the Execution Date and shall remain in force until terminated in accordance with the provisions of Clause 7.6, or Clause 25, as the case may be. Notwithstanding the aforesaid, Clauses 4, 5, 8, 12 – 25, or any other obligation which is performed on or from the Closing Date shall come into effect only on and from the Closing Date.

## 4. SUBSCRIPTION AND ISSUANCE OF SUBSCRIPTION SHARES

- 4.1. Subject to the terms and conditions of this Agreement, on the Closing Date, in reliance of the Warranties, Fras-le Warranties and the other covenants and undertakings set forth in this Agreement, and subject to the Conditions Precedent being satisfied, or waived by Fras-le or ASK (as the case may be), Fras-le and ASK hereby agree to subscribe to, and the Company hereby agrees to issue and allot to Fras-le and ASK, the Fras-le Subscription Shares and the ASK Subscription Shares, respectively, free and clear from all Encumbrances and together with all rights, title, interest and benefits appertaining thereto, in accordance with Applicable Laws in India and the terms and conditions set out herein. Pursuant to the Closing, Fras-le (and/or its Affiliates) shall hold 51% (Fifty One Per Cent) of the Share Capital and ASK (and/or its Affiliates) shall hold 49% (Forty Nine Per Cent) of the Share Capital, on a Fully Diluted Basis. The shareholding pattern of the Company on a Fully Diluted Basis as on the Execution Date and immediately prior to the Closing Date shall be as set out at Part A of Annexure 1, and on and from the Closing Date shall be as set out at Part B of Annexure 1.

## 5. TRANSFER OF THE TARGET ASSETS TO THE COMPANY

- 5.1. Conditions relating to the Transfer of the Target Assets: This Clause sets forth the manner in which the actions relating to the Transfer of the Target Assets (including the Inventory) are to be undertaken and implemented, such that the entire Target Assets (including the Inventory) stand Transferred to the Company, free and clear of any Encumbrances and / or Liabilities (other than the Export Liabilities) with effect from the Closing Date.

- 5.1.1. The Parties shall co-operate with each other towards achieving the Transfer of the Target



Assets (including the Inventory) to the Company in accordance with the terms hereof, on the Closing Date, which shall in any event take place on or prior to the Long Stop Date. This, *inter alia*, includes undertaking a joint identification of the Equipment & Machinery to match against the list in **Part A of Annexure 2** and also a joint identification of the Inventory against the list provided by the Company at least 5 (five) Business Days prior to the Closing Date.

- 5.1.2. ASK and the Company agree that they shall undertake all such acts and deeds as may be necessary to give effect to the provisions of this Clause 5, including the passing of any resolutions at meetings of the board of directors and shareholders of the Company and / or ASK (as the case may be), to give effect to the Transfer of the Target Assets (including the Inventory) and to ensure that the Transaction is duly consummated in accordance with the terms of this Agreement and Applicable Laws in India.

5.2. Transfer of the Target Assets:

- 5.2.1. Sale and Purchase of the Target Assets and Inventory: Subject to the terms and conditions of this Agreement, specifically, this Clause 5, ASK shall, on the Closing Date, absolutely, forever and irrevocably Transfer and deliver to the Company free and clear of all Encumbrances, the Target Assets (including the Inventory) (without any physical movement or changes to such Target Assets). The Company shall purchase, acquire and accept from ASK, delivery of the Target Assets (including the Inventory) such that on and from the Closing Date, title to and ownership of the Target Assets (including the Inventory) shall be Transferred to, and vest in the Company without requiring any physical movement of the Target Assets (including the Inventory). It is clarified that this Agreement does not itself Transfer the Target Assets (including the Inventory), and the Transfer of the Target Assets (including the Inventory) by ASK to the Company shall take place through actual or constructive delivery of possession of the Target Assets (including the Inventory) in accordance with Clause 5 hereof. The Transfer, delivery of the Equipment & Machinery and the Inventory by ASK to the Company shall be acknowledged by the Company in the Receipt in the agreed form as set out in **Annexure 2A** and the same shall be countersigned by ASK.
- 5.2.2. Liabilities: It is hereby expressly agreed between the Parties that, except for the Export Liabilities (*as defined*), the Company shall not assume or become liable for any, obligations, Claims of any nature whatsoever, whether known or unknown, contingent or liquidated, including in relation to the Target Assets (including the Inventory) (including but not limited to obligations or liabilities, if any, pertaining to the Employees), for the time period prior to the Closing Date (including any such liabilities, obligations or claims which relate to the period prior to, but arise after, the Closing Date) or otherwise in connection with the Retained Business of ASK (whether prior to or post the Closing Date) (*collectively* "**Liabilities**"). The Parties agree and confirm that except for the Export Liabilities (*as defined*), none of the other Liabilities are being assumed, sold, assigned, transferred to the Company, and the Company is not assuming, purchasing, acquiring or accepting from ASK any of the Liabilities.
- 5.2.3. Consideration for the Transfer of Target Assets set out at Part A of Annexure 2 (being the Equipment & Machinery) and the Inventory: The consideration for (i) the Transfer of the Target Assets set out at **Part A of Annexure 2** (being the Equipment & Machinery and excluding the Inventory) by ASK to the Company is INR 424,000,000 (Rupees Four Hundred Twenty Four Million Only) and (ii) the consideration for the Inventory which shall be mutually agreed in writing at least 5 (five) Business Days prior to the Closing Date as provided in **paragraph 1 of Part C of Annexure 3**; after deducting and withholding the appropriate amounts of Tax, if any, as may be required under Applicable Law (*collectively* the "**Sale Consideration**")

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5.2.4. Required Actions for Transfer of the Target Assets and Inventory: Without prejudice to the generality of the above provisions, the Company and ASK shall take the following actions to give effect to the Transfer of the Target Assets (including the Inventory) to the Company on the Closing Date, and provide copies of all documents evidencing completion of the same to Fras-le:

(i) Delivery of Target Assets (including the Inventory):

- (a) ASK shall have transferred and conveyed to the Company title, to all movable assets, including the Inventory and any other property / asset being entirely of movable nature and forming a part of the Target Assets, which are capable of being transferred, wherever they are currently located, free and clear of any Encumbrance or Liabilities (other than the Export Liabilities) by actual and / or constructive delivery of possession and the Company shall have entered into possession of the such Target Assets and shall take delivery of the same.
- (b) A copy of the Receipt signed by the Company acknowledging receipt of delivery of possession of the Target Assets (including the Inventory) mentioned therein by ASK to the Company and countersigned by ASK, pursuant to Clause 5.2.4(i)(a) above, and 5.2.4(ii) below, shall be given by ASK and the Company to Fras-le on the Closing Date.

(ii) Records:

- (a) ASK shall have transferred and conveyed to the Company on the Closing Date, all the Records forming a part of the Target Assets (including Inventory) as listed in Part H of Annexure 2, wherever they are currently located, free and clear of any Encumbrances by actual and / or constructive delivery of possession and the Company shall take possession of the such Records, forming part of the Target Assets (including Inventory).
- (b) Company shall take delivery from ASK of all Records, pertaining to the Target Assets (including the Inventory), wherever they are currently located, on the Closing Date.

(iii) Licenses:

- (a) All Licenses which are transferable in nature (as listed in Part G1 of Annexure 2) shall have been Transferred by ASK to the Company, and shall be in the name of the Company, and the originals of all such Licenses shall be delivered to the Company, and copies of the same shall have been delivered to Fras-le. The Company shall acknowledge transfer of all the Licenses which have been Transferred to the Company on the Closing Date, and ASK shall ensure that the originals of all such Licenses are delivered to the Company, with a copy of the same being delivered to Fras-le.
- (b) The Company shall ensure that the Company shall have, applied for and obtained new Licenses in the name of the Company, with respect to such Licenses which are not transferable, and shall provide copies of the same to Fras-le.
- (c) The Company shall have, and ASK shall ensure that the Company shall have, obtained (whether by way of transfer from ASK, as provided for in (a) above, or by way of obtaining new Licenses with respect to such Licenses which are not transferable as provided for in (b) above (and listed in Part G2 of Annexure 2) all the Licenses as required under any Applicable Laws, including



Tax Laws, for the Company to continue to carry out the Target Business on and from the Closing Date without any interruption.

- (iv) Contracts: The Contracts which are transferable or capable of assignment (listed in **Part B1 of Annexure 2**) shall be novated or assigned by ASK to the Company by executing and causing the counterparties thereto to execute novation / assignment agreements (in an agreed form) effective on and from the Closing Date, on no less favourable terms and conditions than those contained in such corresponding existing Contract. Further, with respect to the Non-Transferable Contracts (listed in **Part B2 of Annexure 2**), ASK shall ensure and cause the Company and shall use its best efforts to ensure the counterparties thereto to execute fresh agreements effective on and from the Closing Date on no less favourable terms and conditions and substantially in same or similar form as those contained in such corresponding Non-Transferable Contracts.
- (v) Employees: Each of the Employees (including Key Employees) that resign from ASK and agree to join the Company shall have executed fresh appointment letters or employment agreements with the Company or with respect to the Key Employees, the Employment Agreements, after resignation of employment with ASK and entering into full and final settlement agreements with ASK consequent to such resignation, each of which shall be in an agreed form and shall be effective on and from the Closing Date. It is clarified that the full and final settlement letter/agreements shall, *inter alia*, provide that the all payments (contractual, statutory or otherwise) required to be made by ASK to such Employees up to the Closing Date have been duly made. It is hereby further clarified that the Company shall not assume any Liability for the Employees, whether contractual or statutory for the time period prior to the Closing Date (including any such liabilities, obligations or claims which relate to the period prior to, but arise after, the Closing Date) and in the event that any such Liability arises for the period prior to the Closing Date, ASK shall bear the same and indemnify the Company in relation to the same. However, from and after the Closing Date, the Company will be responsible for all Liabilities which may arise in respect of the Employees to whom employment is given by the Company for the period on and after the Closing Date (*i.e.*, the effective date of appointment of such Employees with the Company) and the Company shall indemnify and hold harmless ASK and Fras-le in relation to the same.
- (vi) Employee Benefits: The only Employee Benefit Plans to which contribution is required to be made by ASK is listed in **Part D of Annexure 2**. ASK shall have paid to: (a) the Employees, all amounts due and payable (or becoming due and payable) for the period up to the Closing Date, whether such amounts are payable pursuant to any agreement with the Employees or the terms of their employment or any statutory provisions; (b) the Employees Benefit Plans, all contributions due and payable by ASK up to the Closing Date, with respect to the Employees, in accordance with Applicable Law. The Company shall have established its own provident fund, superannuation fund and gratuity fund in accordance with Applicable Laws or made contributions to such funds in accordance with Applicable Law in India on and after the Closing Date.
- (vii) Intellectual Property: The Intellectual Property, if any, in relation to the Target Business shall be transferred and assigned to the Company.
- (viii) Insurance Policies: The Insurance Policies taken by ASK for the Target Business on the Execution Date are listed in **Part F of Annexure 2** and are not transferable. The Company shall obtain the same policies or substantially similar insurance coverage / policies which are no less favourable to the Company, including with respect to the amount of coverage, asset coverage, premium and other terms and conditions

thereof, as are needed for the Target Business, which shall be effective on and from the Closing Date. ASK may terminate its existing Insurance Policies, after the Closing Date.

- (ix) Other Required Actions and Documents: ASK and the Company shall take such other action as may be necessary to Transfer the Target Assets (including the Inventory) to the Company on the Closing Date, free and clear of any Encumbrances and / or Liabilities (other than the Export Liabilities) and take such other actions as may be required to implement the Transactions contemplated in this Agreement. All Licenses and Contracts for the Target Business shall, wherever applicable, be transferred or obtained, as applicable, taking into account (a) the New Name of the Company; and (b) the change in shareholding / management / Control of the Company pursuant to the Transaction, provided however, such requirement would not be applicable in cases where standard format applications are required to be submitted to Governmental Authorities online (or otherwise) where the format of such applications for transfer does not permit any additional details or documents to be filled in or annexed thereto and due to which it would not be possible for the Company or ASK as the case may be, to provide for this.

5.2.5. Any decision to be taken in respect of, or arising out of or in relation to the Transfer of the Target Assets (including the Inventory), including without limitation, (i) in relation to the identification, inspection and verification of the Target Assets or Inventory to be Transferred to the Company, (ii) recording of any satisfaction of any Encumbrance on the Target Assets or Inventory or any part thereof, (iii) any matter pertaining to the conduct of the Target Business, by ASK prior to the Closing Date, (iv) costs relating to the Transfer of the Target Assets, and (v) any other matter pertaining to the Transaction contemplated in this Agreement shall be mutually agreed between ASK and Fras-le. It is however clarified that the goods and services tax under GST, payable on the Transfer of the Target Assets (including the Inventory) shall be added to the invoice raised by ASK and shall be paid by the Company as provided in Clause 29.12.

5.2.6. Prior to the Closing Date, the Company shall, and ASK shall ensure that the Company shall, not undertake or carry out any activities or business, or undertake any expenses, liabilities or commitments with respect to the Target Assets, save and except for actions specifically required to be taken by the Company and ASK under this Agreement prior to the Closing Date, including such actions and expenses for the purposes of transfer of the Target Assets to the Company, and shall carry on the Target Business in the Ordinary Course of Business, subject to and in accordance with Clause 5.2.6.

5.2.7. From the Execution Date of this Agreement till the Closing Date, ASK shall operate the Target Business in the Ordinary Course of Business and in compliance with Applicable Laws and the terms of relevant Licenses (and for this purposes shall also not cancel or allow to lapse any such Licenses or Approvals) and Contracts; maintain and preserve the Target Assets and Land & Building in good operating condition and repair consistent with past practice of ASK; not initiate any litigation or similar proceedings with any Person which impacts the Target Business or Target Assets and shall provide to Fras-le copies of any material regulatory and other notices and Claims including notices initiating litigation and /or notices alleging breach and / or threatening termination of Contracts relating to the Target Business and / or the Target Assets; provide to Fras-le any other information or access in relation to the Target Assets, Inventory and /or Target Business (or Records or facilities pertaining to the Target Assets or Target Business) as Fras-le may reasonably require; and not Transfer, sell, lease or Encumber the Target Assets or Inventory or take any action that may have a Material Adverse Effect. Without prejudice to the generality of the foregoing, from the Execution Date and up to the Closing Date:

- (i) ASK and the Company shall not enter into, amend or terminate any agreements with

the Key Employees;

- (ii) ASK and the Company shall not enter into any Related Party transactions in relation to the Target Business and / or the Target Assets except as expressly provided in this Agreement;
- (iii) ASK and the Company shall not enter into any mergers, reorganization, spin-offs, amalgamations, consolidations or any other similar form of corporate or debt restructuring that in any way involves, adversely impacts or is likely to adversely impact the Target Business and / or the Target Assets;
- (iv) the Company shall not allot, issue, redeem, vary or purchase, or otherwise permit the Transfer of, or creation of any Encumbrance on, any of its shares or equity securities (including the Equity Securities);
- (v) the Company and ASK shall not make any change to the nature of the Target Business;
- (vi) the Company shall not declare, make or pay any dividend or other distribution to its shareholders or make any payments other than in the Ordinary Course of Business or as provided in this Agreement;
- (vii) the Company shall not incur any Indebtedness, expenditure or liability, except for such expenditure required for obtaining permissions, Approvals, etc., for implementing the provisions of this Agreement;
- (viii) the Company and ASK shall not waive any contractual rights that they may have against any Person relating to the Target Business or the Target Assets; and
- (ix) the Company and ASK (as applicable) shall not agree to do or undertake any of the foregoing.

5.2.8. If, during the period between the Execution Date and until the Closing Date, either the Company or ASK becomes aware that:

- (i) it is involved in, or has pending litigation, or any claim in relation to the Target Assets or the Target Business;
- (ii) there has been any expiry of / non-renewal of / breach of any of the Licenses / Approvals required by it for the purposes of carrying on the Target Business or in respect of the Land & Building;
- (iii) there is, or has been an event, which prohibits or restricts the sale / Transfer of the Target Assets comprising the Target Business (or any part thereof) or the Transaction;

then ASK or the Company, as the case may be, shall immediately, and in any event, within 2 (Two) Business Days of becoming aware notify Fras-le of that fact in writing and shall provide all information in its possession in relation to the aforesaid events to Fras-le. On receiving such information, if the event constitutes or may constitute a Material Adverse Effect with respect to either ASK or the Company, (i) Fras-le shall have the option to terminate the Agreement without proceeding to Closing; or (ii) Fras-le and ASK may mutually agree to the further course of action as they might deem fit.

5.2.9. Similarly, if, during the period between the Execution Date and until the Closing Date, Fras-le becomes aware that any event has occurred which constitutes or may constitute a Material



Adverse Effect with respect to Fras-le, then Fras-le shall immediately, and in any event, within 2 (Two) Business Days of becoming aware, notify ASK and the Company of that fact in writing and shall provide all information in its possession in relation to the aforesaid events to ASK. On receiving such information, if the event constitutes a Material Adverse Effect with respect to Fras-le, then (i) ASK shall have the option to terminate the Agreement without proceeding to Closing; or (ii) ASK and Fras-le may mutually agree to the further course of action as they might deem fit.

## 6. OBLIGATIONS BETWEEN THE EXECUTION DATE AND CLOSING DATE

- 6.1. The obligations of ASK and the Company from the Execution Date until Closing Date (or earlier termination of this Agreement, as the case may be), shall be as provided in Clause 5.2.6 and 5.2.7. Additionally, neither ASK, nor the Company shall, directly or indirectly speak or discuss, enter into agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent, conditional, oral, written, binding or otherwise) in respect of the subject matter of this Agreement and shall not solicit with any Third Party with regard to a potential investment in Target Business of ASK and / or the Company including by way of issuance or transfer of any Equity Shares in the Company with respect to the Target Business (or any portion thereof). Similarly, from the Execution Date until Closing Date (or earlier termination of this Agreement, as the case may be), Fras-le shall not enter into any discussion or agreement or understanding (whether or not such agreement or understanding is absolute, revocable, contingent, conditional, oral, written, binding or otherwise) with any Third Party in the Target Territories with respect to the subject matter of this Agreement (*i.e.*, manufacture and sale of the Products in the Target Territories).

## 7. CONDITIONS PRECEDENT TO CLOSING

- 7.1. The obligation of the Parties to proceed with the Closing shall be conditional upon the satisfaction or fulfilment, prior to or on the Closing Date, of (i) all the conditions precedent set out in **Part A of Annexure 3** ("**ASK and Company Conditions Precedent**") by ASK and / or the Company, as the case may be, to the satisfaction of Fras-le (to the extent that they have not been waived by Fras-le in writing); (ii) all the conditions precedent set out in **Part B of Annexure 3** ("**Fras-le Conditions Precedent**") by Fras-le (to the extent that they have not been waived by ASK in writing); and (iii) all the conditions precedent set out in **Part C of Annexure 3** ("**Joint Conditions Precedent**", collectively with the ASK and Company Conditions Precedent and Fras-le Conditions Precedent, hereinafter referred to as the "**Conditions Precedent**") by the Parties (to the extent that they have not been waived by the relevant Party in writing).
- 7.2. The Parties shall make all efforts to achieve satisfaction of each of their respective Conditions Precedent as soon as possible after the Execution Date and in any event prior to the Long Stop Date. The Parties acknowledge and agree that Fras-le and ASK have invested substantial time, money and effort in evaluating the Transactions proposed under this Agreement and undertaking other requisite actions and accordingly they shall undertake all actions and omissions as may be necessary to fulfil their respective Conditions Precedent, including voting appropriately in all meetings of the board and shareholders, to facilitate and consummate the Transactions contemplated herein.
- 7.3. At any time, prior to or on the Long Stop Date, Fras-le may waive any of the ASK and Company Conditions Precedent, or ASK may waive any of the Fras-le Conditions Precedent by Notice in writing to the other Party and the Company.
- 7.4. If, at any time, either ASK, Fras-le or the Company becomes aware of anything which will or may prevent any of the Conditions Precedent from being satisfied before the Closing Date, such Party shall notify the other Party and the Company in writing immediately.
- 7.5. Within 3 (Three) Business Days following the satisfaction or waiver of the last of the (i) ASK and

Company Conditions Precedents, ASK and the Company; (ii) Fras-le Conditions Precedent, Fras-le, (ii) the Joint Conditions Precedent, each of the Parties; shall sign separate written confirmation (in the form attached as Annexure 4) confirming the fulfilment of their relevant Conditions Precedent ("CP Confirmation Certificate").

7.6. This Agreement may be terminated on or prior to the Closing Date as follows:

- (i) by the mutual written consent of the Parties; or
- (ii) in accordance with Clauses 5.2.8 or 5.2.9; or
- (iii) by Fras-le or ASK upon written Notice by Fras-le or ASK to the other Party and the Company, if such other Party's(ies) relevant Conditions Precedent have not been satisfied or waived (where applicable) on or before the Long Stop Date.

If this Agreement is terminated prior to the Closing Date in accordance with Clause 7.6 above, this Agreement shall become void and of no further force and effect and none of the Parties shall have any right or obligation or liability to the other Parties under this Agreement, *provided however that*, the provisions of this Clause 7.7, Clauses 26 (*Announcements and Confidentiality*), 27 (*Notices*), 28 (*Governing Law, Disputes and Submission to Jurisdiction*), 29.1 (*ASK and Fras-le Shareholder Group Representatives*) which are intended to survive the termination without Closing having occurred, shall survive the termination of this Agreement without limit in time.

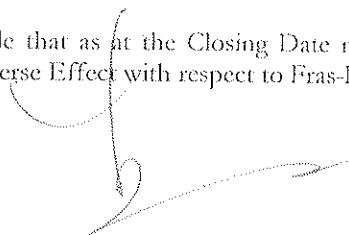
## 8. CLOSING

- 8.1. Closing shall take place on a Business Day that is no later than the 5<sup>th</sup> (Fifth) Business Day from the date of completion or waiver (in accordance with the terms thereof) of the last of the Conditions Precedent, as evidenced by the last of the CP Confirmation Certificates, to the satisfaction of Fras-le, but in no event at a date later than the Long Stop Date, and shall take place at the registered office of the Company or such other place as agreed to by the Parties.
- 8.2. On the Closing Date, subject to the Warranties continuing to be true, accurate, correct, complete in all respects and are not misleading in any respect, the actions as stipulated in Clause 8.3 shall be undertaken by the Parties. Each such action shall be given effect to in the form and order necessary under the Applicable Laws and Closing shall be deemed to have occurred when all the actions stipulated in Clause 8.3 have been completed to the satisfaction of Fras-le.
- 8.3. The Parties shall proceed, *inter alia*, to complete the issuance and allotment of the Subscription Shares against payment of the Subscription Consideration and ASK shall Transfer the Target Assets to the Company on the Closing Date in the manner set out in Clauses 5 and 8.3. On the Closing Date, the following shall occur concurrently except as otherwise stated in respect of the Company's obligation to file Form ARF, Form FC-GPR and Form MGT-14 under Clauses 8.3.3 (iii), (viii) and (xi) respectively, which for the avoidance of doubt shall be filed as soon as possible and in any event within the time period stipulated under Applicable Law:

### 8.3.1. Fras-le's Obligations, Fras-le:

- (i) and/or its Affiliate(s) proposing to hold Equity Shares in the Company (as the case may be), shall, in respect of any Fras-le Subscription Shares remit the Fras-le Subscription Consideration to the Company's bank account (details of which account shall be provided by the Company to Fras-le at least 5 (five) Business Days prior to the Closing Date); to enable the Company to issue the Fras-le Subscription Shares;
- (ii) shall deliver to ASK, a written confirmation from Fras-le that as at the Closing Date no event has occurred which has, or may have a Material Adverse Effect with respect to Fras-le; and







- (iii) shall execute the Fras-le License Agreement with the Company.

8.3.2. ASK's Obligations. ASK shall:

- (i) remit the ASK Subscription Consideration, to the Company's bank account (details of which account shall be provided by the Company to ASK at least 5 (five) Business Days prior to the Closing Date), to enable the Company to issue the ASK Subscription Shares;
- (ii) ensure the completion of the Transfer the Target Assets (including the Inventory) to the Company on the Closing Date, free and clear of any Encumbrances and Liabilities (except Export Liabilities), in accordance with Clauses 5 and 8.3, against receipt of the Sale Consideration;
- (iii) execute the ASK License Agreement with the Company;
- (iv) execute the Lease Agreement with the Company for the Land and Building (or execute such Lease Agreement prior to Closing);
- (v) execute the Transactional Services Agreement with the Company; and
- (vi) provide the other Parties a copy of the tax certificate referred to in paragraph 3 of Part A of Annexure 3.

8.3.3. Company's Obligations. The Company shall:

- (i) purchase the Target Assets (including the Inventory), in accordance with Clauses 5;
- (ii) pay the Sale Consideration for the Target Assets set out in Part A of Annexure 2 (being the Equipment & Machinery) and the Inventory (as provided in Clause 5.2.3) to ASK's bank account, details of which account shall be provided by ASK to the Company at least 5 (five) Business Days prior to the Closing Date and take such other actions as required under this Agreement or Applicable Laws to implement this Agreement;
- (iii) File an (online) advance report about the receipt of Fras-le Subscription Consideration in Form ARF, as prescribed under the FEMA Regulations, on the Closing Date, if the Foreign Inward Remittance Certificate ("FIRC"), in respect of the Fras-le Subscription Consideration, is received by the Company from the Company's bank/ authorized dealer, or promptly thereafter, upon receipt of FIRC by the Company, but in any event within the time period stipulated under Applicable Law. The Company shall make best efforts to obtain the FIRC from the Company's bank/ authorized dealer on the Closing Date;
- (iv) execute the Fras-le License Agreement with Fras-le, and execute the ASK License Agreement and the Lease Agreement with ASK;
- (v) convene a meeting of its Board and pass resolutions (which shall be in agreed form) wherein the actions set out below shall be transacted:
  - (a) approve issue and allot the Subscription Shares to Fras-le (and/or its Affiliate(s), as applicable) and ASK (and/or its Affiliate(s), as applicable) in dematerialized form and take all actions necessary in relation to the issuance of the Fras-le Subscription Shares to Fras-le (and/or its Affiliate(s), as applicable), and the ASK Subscription Shares to ASK (and/or its Affiliate(s), as applicable), including, authorizing the filing of and filing of all necessary forms and returns with relevant Governmental Authorities including Form FC-GPR in relation to the Fras-le Subscription Shares issued and allotted to Fras-le and/or its Affiliate(s);

- (b) approve appointment of the Fras-le Directors (*defined below*) being 3 (Three) nominees of Fras-le as additional directors on the Board such that the Board of the Company comprise of a total of 6 (Six) directors on the Closing Date, 3 (Three) of which are nominated by Fras-le and the other 3 (Three) by ASK, as provided in Clause 13.2;
- (c) approve the Restated Articles, subject to shareholder approval;
- (d) pass necessary resolutions for convening an extra ordinary general meeting of the shareholders of the Company (convened at shorter notice) for approving (i) the appointment of the Fras-le Directors as directors on the Board, if required under Applicable Law; and (ii) the Restated Articles; and
- (e) approve the Business Plan which has been set out in **Annexure 11**;

and the Company shall, immediately following the meeting of the Board as aforesaid, deliver to the authorised representative of Fras-le and ASK, certified true copies of the above resolutions passed at the meeting.

- (vi) convene a meeting of the Shareholders of the Company wherein (i) the Fras-le Directors as directors on the Board shall be appointed and (ii) the Restated Articles shall be approved, by the Shareholders of the Company; and the Company shall, immediately following the meeting of the Shareholders as aforesaid, deliver to the authorised representative of Fras-le and ASK, certified true copies of the above resolutions passed at the meeting (which shall be in the agreed form);
- (vii) issue and allot the Fras-le Subscription Shares to Fras-le and its Affiliate(s), as applicable, and the ASK Subscription Shares to ASK against the Fras-le Subscription Consideration and ASK Subscription Consideration respectively, and intimate details of allotment of securities to its depository participant immediately on allotment of the Subscription Shares;
- (viii) file Form FC-GPR online together with all necessary documents required for the purposes of an effective filing of Form FC-GPR (pursuant to the FEMA Regulations ) in relation to the Fras-le Subscription Shares issued and allotted to Fras-le (and/or its Affiliate(s), as applicable) on the Closing Date (if the FIRC and other supporting documents, including valuation certificate is received by the Company or promptly thereafter if such documents are not received by the Company on the Closing Date provided that the Company shall make best efforts to obtain such documents on the Closing Date), and in any event, such filings shall be made within the time period prescribed under Applicable Law;
- (ix) update the register of members of the Company to incorporate the names of Fras-le (and/or, its Affiliate(s), as applicable), and ASK (and/or, its Affiliate(s), as applicable), as the legal and beneficial owners of the relevant Subscription Shares;
- (x) update the register of directors of the Company to record the appointment of the Fras-le Directors as Directors of the Company;
- (xi) file Form MGT-14 with the registrar of companies in relation to the Restated Articles on the Closing Date or promptly thereafter and in any event within the time period prescribed under Applicable Law;
- (xii) execute the Lease Agreement (or execute such Lease Agreement prior to Closing), the ASK License Agreement, the Fras-le License Agreement and the Transitional Services Agreement; and





- (xiii) execute the Employment Agreement(s) with each of the Key Employees employed by the Company.

8.3.4. Joint Obligations of the Company and ASK. The Company and ASK shall:

- (i) deliver or cause to be delivered to Fras-le, a written confirmation from the Company and ASK that as at the Closing Date:
  - (a) the Warranties are true, accurate, correct, complete in all respects and are not misleading in any respect as on the Closing Date, and that neither the Company nor ASK is aware of any matter or thing which is in breach of or inconsistent with any of the Warranties;
  - (b) no event has occurred which has or may have a Material Adverse Effect until the Closing Date; and
  - (c) there is no order from any court or Government Authority restraining the consummation or implementation of this Agreement including subscription of Fras-le Subscription Shares or any other Transaction contemplated in this Agreement;
- (ii) provide a copy of the duly executed Receipt to Fras-le; and
- (iii) execute, and deliver all such instruments and take such other and further action as may be reasonably necessary or appropriate to carry out the intention of the Parties as expressed in this Agreement.

- 8.4. Remedies: In the event that any Party does not undertake the requisite actions at Closing as contemplated hereunder, then without prejudice to any rights or remedies available to the other Party(ies) under Applicable Law and this Agreement, (i) Fras-le and / or ASK *(as the case may be)* shall have the option, but not the obligation, to complete all other actions required at Closing, as contemplated hereunder for the consummation of the Transaction, and (ii) the relevant Parties shall continue to be obliged to carry out the requisite actions at Closing, and thereafter as contemplated hereunder for the consummation of the Transaction in accordance with the terms of this Agreement.
- 8.5. Interdependent Actions on the Closing Date: The obligations of each of the Parties in Clause 8.3 are interdependent on each other. Closing shall not occur unless all of the obligations specified in Clause 8.3 are complied with and are fully effective. Notwithstanding the provisions of Clause 8.3 hereto, all actions to be taken and all documents to be executed and delivered by the Parties hereunder at the Closing and the coming into effect on the Closing Date of the agreements and / or deeds and / or documents mentioned under this Agreement shall be deemed to have been taken and executed and to have come into effect concurrently and no actions shall be deemed to have been taken nor documents executed or delivered and no agreements and / or deeds and / or documents shall be deemed to have come into effect on the Closing Date until all such agreements / deeds / documents have been taken, executed, delivered and have come into effect.
- 8.6. Remedy of Fras-le and ASK: The Parties agree that in terms of sequence on the Closing Date, the Fras-le Subscription Shares and the ASK Subscription Shares shall be issued only after the Transfer of the Target Assets to the Company (free and clear of any Encumbrances and Liabilities, in accordance with Clause 5). If notwithstanding the above, after having received the Fras-le Subscription Consideration and the ASK Subscription, any of the terms contained in Clause 8.3 for the Closing (including for the avoidance of doubt the Transfer of the Target Assets to the Company, free and clear of any Encumbrances and Liabilities, in accordance with Clause 5), are not complied on the Closing Date or within 2 (Two) calendar days from the Closing Date, Fras-le and ASK shall have the right to obligate the Company to, by written notice, and if so required by Fras-le and ASK, the Company shall, forthwith and immediately refund to Fras-le and ASK, the



Fras-le Subscription Consideration and ASK Subscription Consideration respectively, within a period of 7 (Seven) calendar days from the date of such written notice if the Equity Shares of the Company have not been issued and allotted to Fras-le and ASK. The Parties also agree that in such an event, ASK shall acquire the Fras-le Subscription Shares or the Company shall buyback the Fras-le Subscription Shares, for (i) the Fras-le Sale Consideration; or (ii) the highest price permitted under Applicable Law, whichever is lower, within such 7 (Seven) day period.

- 8.7. Name Change: In the event that Closing does not occur, and the Company has undertaken any of the steps set out at paragraph 11 of Annexure 3, in relation to changing its name to the New Name, the Company shall (i) change its name back to its current name, *viz.*, 'ASK Friction Private Limited' and remove all references to the name 'Fras-le', (ii) make all filings required under Applicable Law in this regard to the satisfaction of Fras-le, including but not limited to Forms INC-1, MGT-14 and INC-24, and provide copies of the same to Fras-le and (iii) not use the name 'Fras-le' in any manner whatsoever.

## 9. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

### 9.1. Warranties:

- 9.1.1. ASK hereby represents, warrants and covenants to Fras-le that the representations, warranties and covenants set out in Annexure 6 (collectively referred to as "**Warranties**") are true, correct, complete, and accurate in all respects, and not misleading in any respect, as at each of the Execution Date and the Closing Date.

- 9.1.2. ASK and the Company acknowledge that Fras-le has entered into this Agreement placing reliance on, among other things, the Warranties set out in Annexure 6.

- 9.1.3. If after the Execution Date (a) ASK or the Company becomes aware that any of the Warranties, are, or have become, or are likely to become, untrue, inaccurate, incorrect, incomplete or misleading in any respect as at the Closing Date, or (b) any Material Adverse Event occurs resulting or could reasonably be expected to result in any of the Warranties being untrue, inaccurate, incomplete or misleading in any respect at the Closing Date had the Warranties been repeated as at the Closing Date, then ASK, and / or the Company (as applicable) shall notify Fras-le in writing as soon as reasonably practicable and in any event prior to the Closing Date.

- 9.1.4. In case ASK is required to indemnify Fras-le for breach of any Warranty, ASK shall not seek restitution from the Company for any amounts paid by ASK to Fras-le under the terms of this Agreement and expressly waives all rights in law, equity or otherwise in respect of such restitution.

### 9.2. Fras-le Warranties:

- 9.2.1. Fras-le hereby represents, warrants and covenants to ASK and the Company that the representations, warranties and covenants set out in Annexure 7 ("**Fras-le Warranties**") are true, correct, complete, and accurate in all respects, and not misleading in any respect, as at each of the Execution Date and the Closing Date.

- 9.2.2. If after the Execution Date (a) Fras-le becomes aware that any of the Fras-le Warranties, are or have become untrue, inaccurate, incorrect, incomplete or misleading in any respect, or (b) any Material Adverse Effect occurs resulting in or could reasonably be expected to result in any of the Fras-le Warranties being untrue, inaccurate, incomplete or misleading in any respect at the Closing Date had the Fras-le Warranties been repeated as at the Closing Date, then Fras-le shall notify ASK and the Company in writing as soon as reasonably practicable and in any event prior to the Closing Date.

- 9.2.3. Fras-le and the Company acknowledge that ASK has entered into this Agreement placing reliance on, among other things, the Fras-le Warranties set out in Annexure 7.

- 9.3. The Warranties and Fras-le Warranties made on the Execution Date shall stand repeated on the Closing Date, with respect to the facts then existing as if they were made on such day and all references therein to the date of this Agreement were references to the Closing Date.
- 9.4. Each of the Warranties and Fras-le Warranties, are separate and independent and, except as expressly provided in this Agreement, is not limited (i) by reference to any other warranty; and (ii) by any other provision of this Agreement.
- 9.5. The Warranties shall survive Closing and shall be in full force and effect.
- 9.6. No information relating to ASK, the Company, and / or the Target Assets, of which Fras-le has knowledge (actual or constructive), and no investigation by or on behalf of Fras-le or any of its agents, representatives, officers, employees or advisers, shall prejudice any Claim made by Fras-le, including under Clause 10 (*Indemnification*) below, or operate to reduce any amount recoverable thereunder for any incorrect, incomplete, inaccurate, false or misleading Warranty. It shall not be a defence to any claim against ASK that Fras-le knew or ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to such Claim. Similarly, no information relating to Fras-le, of which ASK has knowledge (actual or constructive) shall prejudice any Claim by ASK against Fras-le, including under Clause 10 (*Indemnification*) below or operate to reduce any amount recoverable thereunder. It shall not be a defence to any claim against Fras-le that ASK knew or ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to such Claim.

## 10. INDEMNIFICATION

- 10.1. The Indemnifying Party hereby agrees to indemnify and hold harmless the Indemnified Parties, from and against any Losses suffered by the Indemnified Party arising out of or which in any way relate to, or results from:

- (i) any incorrect, false, incomplete, inaccurate or misleading statement contained in any of any of the Warranties or the Fras-le Warranties, as the case may be, or any breach of any of the Warranties;
- (ii) any default or breach to perform any material covenant, obligation, agreement, representation or undertaking contained in this Agreement and / or the Transaction Documents, including for the avoidance of doubt, such covenants, obligation, agreements, representation or undertakings contained in Clauses 12.10 and 5.2.2 herein (*collectively* "Default") which cannot be cured, or if curable and not cured to the satisfaction of the Indemnified Party within 15 (Fifteen) Business Days from the date of such default or breach;
- (iii) any and all costs and expenses incurred or suffered by any Indemnified Party in respect of a Loss under this Clause 10.1 (and it is clarified that such costs and expenses shall also be treated as 'Losses' for the purposes of this Agreement),

subject however to the limitations specified in Clauses 10.2 (Mitigation), 10.3 (No Double Claim), 10.4 (De-Minimis Threshold) and 10.5 (Limitation of Liability).

- 10.2. Mitigation: Each of the Party agrees to take all reasonable steps to mitigate their respective Losses upon or after becoming aware of any event or condition which gives rise to any Losses that are indemnifiable under this Agreement, without prejudice to the rights of such Parties contained herein.
- 10.3. No Double Claim: Each Indemnified Party agrees that it shall not be entitled to recover from the Indemnifying Party under this Agreement more than once in respect of the same Loss suffered arising out of the same Claim.

- 10.4. De-Minimis Threshold: Each Indemnified Party agrees that it shall only be entitled to seek indemnification under Clause 10 for any individual Claim if and to the extent each individual Claim exceeds an amount of which would be equivalent to (i) 0.5% (Zero Point Five Per Cent) of the Fras-le Subscription Consideration in the event that the Indemnified Party is Fras-le or / and the Company and (ii) 0.5% (Zero Point Five Per Cent) of the ASK Subscription Consideration in the event that the Indemnified Party is ASK, ("**De-Minimis Threshold**") and only if the aggregate amount of all such individual Claims exceeds the INR 3,250,000 (Indian Rupees Three Million Two Hundred and Fifty Thousand Only) ("**Aggregate Threshold**"). It being clarified that if (i) the Claim amount exceeds the De Minimis Threshold; and / or (ii) if the aggregate of all Claims exceeds the Aggregate Threshold; then Indemnified Party shall be entitled to indemnification for all such Losses up to the full amount of such Claim (*i.e.*, including the amount of the De Minimis and the Aggregate Threshold) and not only to the amounts in excess of the De Minimis Threshold or the Aggregate Threshold, as the case may be.
- 10.5. Limitation of Liability: Notwithstanding anything contained in this Agreement, the Parties agree that neither Party shall be liable for any indirect or consequential losses or damages (including loss of business or loss of profit) under this Agreement including for any indemnification under Clause 10. Without prejudice to the aforesaid, the aggregate liability of the Indemnifying Party shall not exceed (i) the amount equivalent to the Fras-le Subscription Consideration in the event that the Indemnified Party is Fras-le or / and the Company and (ii) the amount equivalent to the ASK Subscription Consideration in the event that the Indemnified Party is ASK (the "**Cap**"). The Cap shall not apply for any breach of Warranty or Fras-le Warranty if the same is as a result of wilful intent, gross negligence or fraud or if such Loss arises out of such breach of any of the Fundamental Warranties.
- 10.6. Procedure for Intra-Party Claims: Subject to the limitations specified in Clauses 10.3 (*No Double Claim*), 10.4 (*De-Minimis Threshold*) and 10.5 (*Limitation of Liability*), if any Indemnified Party is entitled to indemnification under this Clause, such Indemnified Party shall give Notice to the Indemnifying Party against whom the indemnity is claimed, in accordance with the provisions of Clause 29 (*Notice*), specifying the details of the Losses to the extent known, and other relevant details with respect to which such Indemnified Party seeks indemnification pursuant hereto; provided, however, that any reasonable delay to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any obligation or liability. The Indemnifying Party shall within a period of 30 (Thirty) days ("**Due Date**") from receipt of such Notice ("**Notice Period**"), make the payment to the Indemnified Parties towards the said Loss, unless such breach has been remedied without any Loss to the Indemnified Parties before the expiry of the Due Date. It is clarified for the avoidance of doubt that if the Claim is disputed, the dispute resolution procedure in Clause 28 shall apply.
- 10.7. Procedure for Third Party Claims:
- (i) Subject to the limitations specified in Clauses 10.3 (*No Double Claim*), 10.4 (*De-Minimis Threshold*) and 10.5 (*Limitation of Liability*), if any Claim for indemnification under this Clause 10 arises, originates, or is likely to arise, from a Third Party claim, the Indemnified Party shall notify the Indemnifying Party in writing as soon as reasonably practicable after it receives a claim from a Third Party ("**Third Party Claim**"). Such notice should, to the extent known by or available with the Indemnified Party, specify the facts giving rise to the Third Party Claim and include a copy of the Third Party Claim. Provided however, it is hereby agreed by the Indemnifying Party that any reasonable delay by the Indemnified Party to notify the Indemnifying Party as aforesaid shall not prejudice the indemnification rights and / or remedies available to the Indemnified Party under this Clause 10.
  - (ii) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, and to retain legal advisors of its choice in connection with the Third Party Claims alleged or asserted against the Indemnified Party arising out of any matter in respect of



which it is entitled to be indemnified under this Clause 10, and its reasonable costs and expenses, shall be subject to the indemnity, provided that the Indemnifying Party may make a request in writing to the Indemnified Party to assume and control the defence of the Third Party Claims, and it shall be at the sole discretion of the Indemnified Party to act upon such request.

- (iii) Subject to Clause 10.7(ii) above, if the Indemnifying Party assumes such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claims at the expense of the Indemnifying Party. Notwithstanding the above, the Indemnified Party shall be entitled to assume such control of the entire above said process at any point of time. In such case, the Indemnifying Party shall co-operate where necessary with the Indemnified Party and its counsel in connection with such Third Party Claims and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claims. Notwithstanding anything else contained herein, the Indemnifying Party shall not settle any Third Party Claims without the prior written consent of the Indemnified Party.

- 10.8. Any Loss suffered by the Company as a result of a breach of any Warranties and/or covenants by ASK under this Agreement shall be deemed to be a Loss for Fras-le to the extent of its equity participation in the Company, viz., as on the Closing Date, 51% of the corresponding Loss suffered by the Company. Without prejudice to the rights available to them hereunder, Fras-le may cause the Company to take all necessary actions and make Claims for Losses in its own name to the extent any Loss has been suffered by the Company.
- 10.9. To the extent the payment by the Indemnifying Party of any indemnification payment pursuant to the provisions of this Clause 10 is made to an Indemnified Party outside India, and if such indemnification payment shall be subject to receipt of Approvals, then the Indemnifying Party shall be responsible for obtaining all such Approvals and the Indemnified Party shall cooperate to make all applications and take all steps required to obtain the same, in compliance with Applicable Laws, including but not limiting to the FEMA Regulations.
- 10.10. The rights of an Indemnified Party pursuant to this Clause 10 shall be in addition to, and not exclusive of, and shall be without prejudice to, any other rights and remedies available to such Indemnified Party at equity or law including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- 10.11. Subject to Clause 10.5 (*Limitation of Liability*), it is agreed that the aggregate liability of the Indemnifying Party arising by reason of Claims for Losses made by the Indemnified Parties shall be up to the full amount of the Loss.

## 11. COVENANTS, TAXES, ETC.

- 11.1. Except as specifically provided in this Agreement, from the Execution Date up to the Closing Date, to the extent practicable, neither Party, nor the Company, will file any document or have any communication with any Governmental Authority in relation to the matters contemplated by this Agreement without prior consultation with the other Parties, provided however that, where a filing or disclosure is required to be made to the Governmental Authority pursuant to Applicable Law in a time bound manner or for implementation of any provision of this Agreement or in the Ordinary Course of Business, so far as is practicable, such filing or disclosure shall be made after consultation with the other Parties and after taking into account such Party's reasonable requirements regarding the content, timing and manner of dispatch of such filing or disclosure in question.
- 11.2. Each Party shall be responsible for paying its respective Taxes, including income tax, if any, payable by it with respect to any income arising to such Party, in accordance with Applicable Laws

and each Party shall pay all Taxes promptly, as and when such Taxes become due. However, it is clarified that for the Transfer of the Target Assets (including the Inventory), the Company shall pay the GST leviable on the Transfer of the Target Assets (including the Inventory).

- 11.3. Subject to Applicable Law, ASK and Fras-le (and their respective Affiliates who are Shareholders in the Company) agree to provide debt support to the Company by providing any guarantee required by banks or other financial institutional providing working capital or other loan or financing to the Company.
- 11.4. Each of the Parties shall comply with their respective obligations under the Transaction Documents. Further, ASK and Fras-le, as Shareholders of the Company, shall not take any actions to cause the Company to breach its obligations or prevent the Company from complying with its obligations under this Agreement / the Transaction Documents.

## **12. PURPOSE OF THE COMPANY; SCOPE OF ITS ACTIVITIES; OBLIGATIONS OF THE SHAREHOLDERS**

- 12.1. The business of the Company on and after the Closing Date, will be to carry on the Target Business, which includes manufacturing and selling the Products for the customer segments specified in Clause 12.2.
- 12.2. The Parties agree that the scope of the Target Business will be limited to the following customer segments:
- (i) Manufacture and sale of Products (including marketing, sales and services related to the Products) to: (a) OEM; (b) OES; and (c) IAM, in the Target Territories. It is clarified that any sale of Products in the Target Territory shall be routed only through the Company.
  - (ii) Supplying and exporting the Products and services (OES, OEM and IAM) to (a) Fras-le (as a customer of the Company) for their international demand (at Fras-le's discretion on a non-exclusive basis); and (b) future potential international customers outside the Target Territories, such export by the Company shall be as per the Export Price List or as determined by the Company from time to time, or in specific negotiations, which shall be undertaken through and handled exclusively by the Fras-le global sales network, and Fras-le global sales network will be entitled to a commission to be agreed between the Parties.
  - (iii) Supplying and exporting the Products or services to the Existing ASK Customers set out in Annexure 9. It is clarified that supply and export of the Products to Existing ASK Customers, shall be on same or similar terms, as may be feasible, as those provided by the Company to ordinary export customers (taking into account the quantum / volume of orders), even though the Company will directly deal with, and service the Existing ASK Customers, without any obligation to involve the Fras-le global sales network.
  - (iv) Supplying and exporting the Products and services (OES, OEM and IAM) to future potential international customers outside the Target Territories, where such export by the Company shall be as per the Export Price List or as determined by the Company from time to time, or in specific negotiations, which shall be undertaken through and handled exclusively by the Fras-le global sales network, and Fras-le global sales network will be entitled to a commission to be agreed between the Parties. It being clarified that the Company can sell its products globally under Fras-le Brands, ASK Brands or private label.
  - (v) New customers approaching ASK outside the Target Territories, on the terms specified in Clause 12.3.
- 12.3. In the event that any customer approaches ASK, outside the Target Territories (save and except for the Existing ASK Customers listed in Annexure 9 which shall be serviced directly through the

Company as stated in Clause 12.2(iii)), to purchase any of the Products or services of the Company, ASK shall refer the query or order, as the case may be, to the Company, which shall thereafter be undertaken by the Company through the Fras-le global sales network, as set out in Clause 12.2 (ii) above.

- 12.4. Quality and Processes: The Company shall implement a policy for quality control of its Products and services, which shall, *inter alia*, address the control of the approval, release of raw material, validation and process controls and release of products for commercialisation, and shall follow Fras-le's quality manual, or any other system / quality manual provided by Fras-le in writing to the Company or stipulated in the Fras-le License Agreement or which has been mutually agreed between Fras-le, ASK and the Company and approved by the Board.
- 12.5. Sales Conditions: In the event that the Company proposes to agree to any sales conditions, with any of its customers, which is outside the Ordinary Course of Business and which includes an unusual term, rebate, purchase on consumption, discount on volume, such sales condition would require the prior approval of the Board.
- 12.6. Related Party Transactions: In the event that the Company proposes to enter into any Related Party transaction, including but not limited to sale of product / material / service to any of the Company's Shareholders, then (in addition to any other requirements under this Agreement or Applicable Laws) such transaction shall be entered into only after, and in accordance with, a transfer pricing study which shall be conducted by any of the Big Four Firms, in order to determine whether such transaction is in accordance with Applicable Law, including under the FEMA Regulations and any transfer pricing guidelines under any other Applicable Law in any operational territory.
- 12.7. Brands:
- (a) The Company shall sell its Products, provide its services and conduct its business under the following brands: (i) Fras-le Brands, (ii) ASK Brands, (iii) private label commercial vehicles; and (iv) any additional brands which may be created / developed by the Company from time to time, and shall be permitted to sell its products globally under Fras-le, ASK or private label.
  - (b) The Parties hereby agree that where any brand created / developed by the Company pursuant to (a) above include the name of any of Fras-le or ASK, the same shall require the prior written approval of Fras-le or ASK, as the case may be, and all rights, title and interest in such brand shall be deemed to vest in Fras-le or ASK, as the case may be, and unless otherwise agreed by the Parties in writing, the Company shall be deemed to have been granted a limited royalty free license to use such brand only during the term of this Agreement.
  - (c) Upon termination of this Agreement, in the event that ASK or Fras-le ceases to be Shareholder of the Company, the provisions of Clause 25.4 shall apply with respect to use of the brands.
- 12.8. Exports: The export sales price list ("Export Price List") and / or any commission to be paid to Fras-le pursuant to the Transaction Documents, including for the purposes of Clauses 12.2(ii) and 12.3 above, shall be as mutually agreed between the Parties.
- 12.9. Operational Teams & Management:
- (a) Subject to the supervision of the Board, the Target Business shall be managed on a day to day basis by the Chief Executive Officer ("CEO") with the assistance of the Chief Financial Officer ("CFO"), and other Key Employees of the Company (who will report to and be responsible to the CEO and the Board for the operations of the Target Business). The CEO, CFO and the other Key Employees of the Company shall be persons whose appointment has been approved by the Board. The terms and conditions of the appointment including



the remuneration payable by the Company to the CEO, CFO and other Key Employees shall be decided by the Board.

- (b) The Company shall, as soon as practical after the Closing Date have a sales and technical team, which will, *inter alia*, develop the OEM and OES business of the Company.
- (c) The Company shall have in place and maintain a team of employees to handle logistics, finance and back office related matters.
- (d) The Employees of ASK, who belonged to its commercial vehicle sales team and who have resigned from ASK and taken up new employment with the Company shall be the Company's Sales Team for the Target Territories on and from the Closing Date.

12.10. Contribution of Fras-le: Fras-le shall:

- (i) provide the Company with the formulations to make the Products, in accordance with the terms and conditions of the Fras-le License Agreement;
- (ii) place or, cause to be placed, export orders as per the Business Plan post commercial production. Any shortfall or excess in the export orders from Fras-le vis-à-vis the Business Plan may be adjusted in the following year. In order to meet the above commitment, Fras-le agrees to also regulate and bring in its existing orders to the Company as may be required. If, at the end of any period of 2 (Two) consecutive years, there is still a significant shortfall of the above export order commitment, then, notwithstanding anything to the contrary contained in this Agreement, the Parties shall mutually discuss and determine the countries outside the Target Territories for which the Company may directly procure orders for itself from potential customers in such countries without the involvement of the Fras-le global sales team, in a manner that is in accordance with the Business Plan and also does not cause any conflict between Fras-le and the Company;
- (iii) provide training programs to the employees of the Company.

12.11. Contribution of ASK: ASK shall ensure that the plant & machinery required for production of commercial vehicle liners and pads, along with all dies & fixtures and testing, transferred to the Company pursuant to the Transfer of Target Assets, shall ensure following capacity as on the Closing Date:

- (i) Commercial Vehicle Linings – 3,500,000 (Three Million Five Hundred Thousand) pieces per year; and
- (ii) Commercial Vehicle Pads – 500,000 (Five Hundred Thousand) pieces per year.

12.12. Shared Services, etc.: In the event that ASK or the Company propose to use any of the assets (including employees), or services of other Party, or if the Company wishes to avail of any other transitional service from ASK, then the Company and ASK shall enter into a separate Transitional Services Agreement, governing the terms and conditions of such use of assets / services, including the consideration to be paid, which agreements shall be on arm's length basis, and shall be in a form and substance acceptable to the Board and as agreed between the Parties.

12.13. Statutory Auditor: The Company shall appoint a statutory auditor in accordance with the provisions of the Act from out of one of the Big Four Firms nominated by Fras-le.

13. **BOARD OF DIRECTORS**

- 13.1. Authority of the Board and Management: Subject to the provisions of this Agreement and the Act, the Board shall be responsible for the management, supervision, direction and control of the

Company and shall have the discretion to undertake the matters set out at Annexure 13. The Board shall be entitled to delegate powers to such persons and such committees that the Board may create to assist it in its business strategy and objectives. Subject to the foregoing, none of the employees or officers of the Company shall undertake any actions in relation to the matters set out at Annexure 13, without the prior approval of the Board.

- 13.2. Composition of the Board: Subject to Applicable Law, the Board shall at all times comprise of an equal number of Directors nominated by Fras-le and ASK. The total number of Directors on the Board shall be as may be mutually agreed from time to time, which shall, until there is any mutual agreement in writing otherwise, be a maximum of 6 (Six) Directors. ASK shall have the right to nominate 3 (Three) Directors ("**ASK Directors**") and Fras-le shall have the right to nominate 3 (Three) Directors ("**Fras-le Directors**").

13.3. Alternate Directors & Additional Directors

13.3.1. Each Fras-le Director and ASK Director shall have the right to nominate an alternate director in accordance with the Act and this Agreement ("**Alternate Director**") in place of, and to act for such Director. Each such Alternate Director shall be considered for the constitution of the quorum, and shall be entitled to exercise all rights available to the Directors. The Alternate Director shall hold and vacate office in accordance with the provisions of the Act.

13.3.2. Subject to Clause 13.2 above, the Board shall be entitled to appoint such number of additional directors, as may be required from time to time, in accordance with the Act ("**Additional Director**").

13.3.3. Upon the appointment of an Alternate Director and / or Additional Director, the Company shall complete all regulatory filings relating to such appointment.

13.4. Resignation and Replacement of Directors

13.4.1. Each Shareholder nominating a Director shall have the right to recall, remove or replace any Director, appointed by them, at any time during the subsistence of this Agreement and the other Party shall exercise their rights to ensure such removal and appointment as aforesaid. No person other than the Party appointing such Director shall be permitted to recall, remove or replace, at any time and for any reason.

13.4.2. In the event of the resignation, retirement or vacation of office of either of the ASK Directors or Fras-le Directors due to any reason, the Shareholder nominating such Director shall be entitled to appoint another person in place of such Director, and the other Party shall exercise their rights to ensure the appointment of the individual nominated for appointment as Director as aforesaid.

13.4.3. Subject to Applicable Laws, the Directors shall not be required to retire by rotation. In the event that any Director retires by rotation in accordance with the provisions of the Act, the Parties shall ensure and perform all acts including the exercise of the voting rights as may be necessary to ensure that such Director is reappointed to the Board.

13.5. Board Meetings:

13.5.1. Frequency and Location: The Board will hold a minimum number of 4 (Four) meetings every calendar year in such manner that not more than 120 (One Hundred and Twenty) days shall intervene between 2 (Two) consecutive meetings of the Board at any location as approved by the Directors. In a calendar year, the Board Meeting shall be held at least once in the territory of India, and at least once outside the territory of India at a place to be mutually agreed in writing by Fras-le and ASK.

13.5.2. Quorum:

- (i) Subject to the provisions of the Act, 2 (Two) Directors, including at all times 1 (One) Frs-le Director and 1 (One) ASK Director, would constitute a quorum in meetings of the Board.
- (ii) In the absence of a quorum, the meeting of the Board shall be adjourned and unless otherwise agreed by all the Directors, the meeting shall be adjourned /re-convened 7 (Seven) days thereafter on the same day, time and place and if such day is not a Business Day, then the immediately following Business Day. At any such adjourned meeting, the presence of at least 2 (Two) Directors on the Board shall be required to constitute the quorum. It is clarified that at the adjourned /re-convened meeting, the presence of the ASK Director or Frs-le Director shall not be necessary to constitute the quorum at any adjourned / re-convened meeting which has been validly called in accordance with this Agreement if either the ASK Director or the Frs-le Director does not to attend the adjourned / re-convened meeting, provided however, the Parties agree that the at the adjourned / re-convened meeting, Affirmative Vote Matters shall not be taken up for discussion or voted upon unless an ASK Director and a Frs-le Director are present in such adjourned /re-convened meeting (or the prior written consent of the ASK Directors and the Frs-le Directors has been provided in writing in respect of such Affirmative Vote Matters prior to the adjourned / re-convened meeting). Further, the agenda for an adjourned / re-convened meeting shall not contain any new matters other than those that were part of the agenda for the original meeting of the Board.
- (iii) Without prejudice to the above, the ASK Directors and the Frs-le Directors may at any time waive their respective right to form part of the quorum for a particular Board meeting, in writing, provided that at any such Board meeting, no Affirmative Vote Matters (unless prior written consent of the ASK Directors and the Frs-le Directors has been provided in writing in respect of such Affirmative Vote Matters) or new matters other than those forming part of the agenda for the said Board meeting, shall be discussed or taken up. It is clarified that such waiver shall only be applicable with respect to the particular Board meeting in respect of which the waiver is provided, and shall under no circumstances be deemed to be a waiver of ASK's or Frs-le's right (as the case may be) to form part of the quorum for Board meetings *in toto*.

13.5.3. Notice: A meeting of the Board may be called by the Chairman of the Board or any 1 (One) Director giving notice in writing to the company secretary, or any other Person nominated in this regard by the Board, specifying the date, time and agenda for such meeting. The company secretary (or such nominated person) shall upon receipt of such notice convene a Board meeting by giving notice to all Directors for such meeting in accordance with Applicable Laws and the provisions of this Agreement, accompanied by a written agenda specifying the business of such meeting and copies of all papers relevant for such meeting. The Company shall ensure that sufficient information is included with such notice to the Directors to enable each Director to make a decision on the issue in question at such meeting. Not less than a minimum 15 (Fifteen) days' prior written notice shall be given to each Director of any Board Meeting, accompanied by the agenda for the Board Meeting, unless all the Directors have given written approval for a meeting called at shorter notice, and the quorum for the such meeting shall be in accordance with Clause 13.5.2 herein above.

13.5.4. Voting: At any Board Meeting, each Director may exercise 1 (One) vote. Subject to Clauses 13.5.2 and 15, the adoption of any resolution of the Board shall require a majority vote of



the Directors present and voting at a duly constituted meeting of the Board.

- 13.5.5. Electronic Participation: The Directors may participate and vote in Board Meetings by video conferencing or any other means of contemporaneous communication, in the manner permitted under Applicable Laws and by the Ministry of Corporate Affairs from time to time. The Board may conduct 2 (Two) Board Meetings in a calendar years, which would be held by means of such electronic participation.
- 13.5.6. Resolution by Circulation: A written resolution circulated to all the Directors or members of committees or sub-committees of the Board, whether in India or overseas and signed by a majority of them as approved, shall be as valid and effective as a resolution duly passed at a meeting of the Board, committee or sub-committee of the Board, called and held in accordance with this Agreement and the articles of association of the Company (provided that it has been circulated in draft form, together with the relevant papers, if any to all the Directors at least 7 (Seven) Business Days in advance) (unless the Directors have given their written approval for having a shorter notice period).
- 13.6. Committees of the Board: The provisions of this Clause 13, shall, *mutatis mutandis*, apply to all committees and sub-committees of the Board and all meetings and proceedings thereof.
- 13.7. Chairman: The chairman of the Board shall be any of Directors, and shall alternate between Fras-le Director and the ASK Director, on an annual basis from the Closing Date. The First Chairman of the Board shall be a Fras-le Director. The chairman shall not have a second or casting vote.
- 13.8. Directors/Officers Liability and Insurance:
- 13.8.1. The Company shall at all times maintain a directors' and officers' liability insurance policies, to cover the liability of the Directors and key officers, on terms and conditions, including as to amount of insurance cover, acceptable to Fras-le and ASK.
- 13.8.2. The Company expressly agrees to obtain insurance to indemnify, to the extent permitted by Applicable Laws including the Act, the Directors, Chief Executive Officer, Chief Financial Officer or Company Secretary or any other key officer for any liability, cost or expense (including legal expenses) accruing, incurred, suffered and /or borne by them in connection with the Target Business conducted by the Company on and from the Closing Date (irrespective of whether the liability, cost or expense arises during the term of directorship or after ceasing to be a Director) except in case of any liability, cost or expense accrued, incurred or suffered, and/or borne by them due to gross negligence, fraud and wilful default on the part of such Directors or other officers.
- 13.8.3. The Parties agree that the Company shall identify one of the ASK Directors as an 'officer who is in default' for purposes of compliance with the provisions of the Act and Applicable Laws ("Identified Director"). Where any Applicable Law in India requires a Director to be identified as an 'occupier' or 'manager' of a factory or any premise, the Parties agree that such Identified Director (and not any of the Fras-le Directors) shall be named as an 'occupier' 'manager' or an 'officer who is in default' under any Applicable Law. Further, the Company and ASK undertake to ensure that any other Director or suitable persons are nominated as compliance officers, 'occupiers' and / or 'managers' in accordance with Applicable Laws, and to obtain insurance for all such key officers of the Company and Directors of the Company to the maximum extent permitted by Applicable Laws. Notwithstanding the above, in the event that any Government Authority issues a notice or institutes proceedings against a Fras-le Director or any other Director of the Company (other than the Identified Director), by reason of him / her being a director of the Company, the Parties shall use all efforts to ensure that the name of such Fras-le Director or other Director (other than the Identified Director) is excluded / deleted from such notice or proceedings and the charges / proceedings (civil, criminal or otherwise)

against such Director (other than the Identified Director) are withdrawn given the fact that the Company has named an identified another person, being the Identified Director, as an "officer who is in default" or occupier, *etc.* (as the case may be). The Company shall also take all steps to defend such Fras-le Director or other Director in such proceedings. The Company shall pay for all Claims that may be levied against or incurred by such Fras-le Director or other Director, except in except in case of any liability, cost or expense accrued, incurred or suffered and/or borne by him / her due to gross negligence, fraud and wilful default on the part of such Fras-le Director or other Director (including the Identified Director).

13.9. Remuneration & Expenses: The Directors will not be entitled to any remuneration or sitting fees, unless mutually agreed otherwise between the Parties in writing. Any costs and expenses incurred by the Directors in relation to the Board Meetings shall be borne by the relevant Party nominating such a Director.

13.10. Rights in the Company's Subsidiaries: Unless otherwise agreed in writing, the Parties shall ensure that all the rights of the Shareholders which are contained in this Agreement in relation to the Company shall be made applicable to each and every other company or body corporate that becomes a subsidiary of the Company (such company or body corporate being referred to as a "Company Subsidiary"). The Company shall ensure that all such rights shall be incorporated in the Memorandum and Articles of Association or other charter documents of such Company Subsidiary and such provisions shall continue to form part of such documents as long as ASK and Fras-le are Shareholders of the Company.

#### 14. SHAREHOLDERS' MEETINGS

14.1. General Meetings: An annual general meeting of the Shareholders shall be held as per the provisions of the Act. Subject to the foregoing, the Board, on its own whenever it may deem appropriate, or at the request of any of the Shareholders, may convene an extraordinary general meeting of the Shareholders. The annual general meeting and the extra-ordinary general meetings are hereinafter collectively referred to as the "Shareholders' Meetings".

14.2. Quorum:

- (i) Subject to the provisions of the Act, 2 (Two) Shareholders shall constitute quorum for the purposes of Shareholders' Meetings of the Company, which shall include at least 1 (One) representative of Fras-le ("Fras-le Attendee") and 1 (One) representative of ASK ("ASK Attendee"), together with the Fras-le Attendee hereinafter referred to as the "Shareholder Attendees").
- (ii) In the absence of a quorum, the Shareholders' Meeting shall, unless otherwise agreed by all the Shareholders, be adjourned and be reconvened 5 (Five) days thereafter on the same day, time and place and if such day is not a Business Day, then the immediately following Business Day. At any such adjourned or re-convened meeting, the presence of at least 2 (Two) shareholders (including a Fras-le Attendee) shall be required to constitute the quorum. It is clarified that subject to Applicable Law, if either the ASK Attendee or Fras-le Attendee does not attend adjourned or re-convened meeting, the presence of the ASK Attendee or Fras-le Attendee shall not be necessary to constitute the quorum at any adjourned / re-convened Shareholders' Meeting which has been validly called in accordance with this Agreement, provided that there are a minimum of two Shareholders present at the adjourned/re-convened Shareholders' Meeting as required under the Act and provided further that the Affirmative Vote Matters shall not be taken up for discussion or voted upon in an adjourned / re-convened Shareholders' Meeting unless an ASK Attendee and a Fras-le Attendee are present in such meeting ( or the prior written consent of ASK and Fras-le has been provided in writing in respect of such Affirmative Vote Matters prior to the adjourned / re-convened Shareholders' Meeting). Further, the agenda for an adjourned / re-

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convened Shareholders' meeting shall not contain any new matters other than those that were part of the agenda for the original Shareholders' Meeting.

- (iii) Without prejudice to the above, ASK and Fras-le may at any time waive their respective right to form part of the quorum for a particular Shareholders' Meeting, in writing, and at any such Shareholders' Meeting. It is clarified that such waiver shall only be applicable with respect to the particular Shareholders' Meeting in respect of which the waiver is provided, and shall under no circumstances be deemed to be a waiver of ASK's or Fras-le's right (as the case may be) to form part of the quorum for Shareholders' Meeting *in toto*.

14.3. Notice: A minimum 21 (Twenty One) days' prior written notice shall be given to all the Shareholders of any Shareholders' Meeting (unless Fras-le and ASK have given their written approval for a meeting called at a shorter notice), accompanied by the agenda for such meeting. The quorum for the Shareholders' Meetings shall be in accordance with the terms of Clause 14.2 above. The notice shall specify the place, date, day and time of the meeting. Every notice convening a Shareholders' Meeting shall set forth in full and sufficient detail the business to be transacted thereat, and no business shall be transacted at such meeting unless the same has been stated in the notice convening the meeting.

14.4. Voting: Subject to Clauses 14.2 and 15, all questions arising at a Shareholders' Meeting shall, unless otherwise required by Applicable Law, be decided by ordinary resolution of the Shareholders present at the meeting. A Shareholder may be present at and may vote at any Shareholders' Meeting in person, by proxy or attorney or by a duly authorised representative, and any such proxy, attorney or representative shall be counted for the purposes of constituting a quorum. Voting on all matters to be considered at a Shareholders' Meeting shall be by way of a poll unless otherwise agreed upon in writing by the Parties. At any Shareholder Meeting, each Shareholder may exercise its voting rights in proportion to its Pro Rata Share of its shareholding in the Company.

14.5. Electronic Participation: Parties may participate and vote in Shareholders Meetings by telephone or video conferencing or any other means of contemporaneous communication, subject to Applicable Laws.

14.6. Chairman for General Meeting: The Chairman of the Board shall be the Chairman for the general meetings of the Shareholders, and shall alternate between the Fras-le Attendee and the ASK Attendee on an annual basis from the Closing Date. The chairman of the general meeting shall not have any second or casting vote.

## 15. VOTING, REQUIRED ACTIONS AND AUTHORITY

15.1. Unless otherwise provided in the Act, the articles of association of the Company or this Agreement (but subject to the remaining provisions this Clause 15 below):

15.1.1. at a duly called Board Meeting, all decisions, other than in relation to Affirmative Vote Matters, shall be taken by a simple majority (the affirmative vote of greater than 50% (Fifty Per Cent) of the Directors present at a meeting duly called and for which requisite quorum is present). In the event of an equal vote at a Board meeting the matter shall be taken up and decided at a Shareholders' Meetings, subject always to the provisions of Clause 15.2 (*Decision on Affirmative Vote Matters*);

15.1.2. at a duly called Shareholders Meeting with the requisite quorum, all decisions, other than in relation to Affirmative Vote Matters, shall be approved if passed only with the affirmative vote of Shareholders present at the meeting and representing more than 50% (Fifty Per Cent) of the Equity Shares held by all Shareholders present at the meeting.

15.2. Decision on Affirmative Vote Matters: Subject to any additional requirements imposed by the Act neither the Company nor any Shareholder or Director shall, without the affirmative written



consent or prior written approval of (i) the ASK Director or ASK / the ASK Attendee, as the case maybe; and (ii) the Fras-le Director or Fras-le / the Fras-le Attendee, as the case maybe; as applicable, obtained either prior to or at a validly convened Board Meeting or Shareholders' Meeting, as the case may be, take any of the actions set forth in **Annexure 12** (the "**Affirmative Vote Matters**"). Any action taken by any Person including the Company on any of the Affirmative Vote Matters at a Board Meeting or Shareholders' Meeting, as the case may be, without the written approval of the (i) the ASK Director or the ASK /the ASK Attendee, as the case maybe; and (ii) the Fras-le Director or Fras-le /the Fras-le Attendee, as the case maybe, shall be invalid, of no effect and *void ab initio*.

- 15.3. The Parties, and / or their respective representatives shall have the right to require that any matter shall be taken up at a Shareholders' Meeting instead of at a Board meeting. In particular, it is agreed between the Parties that the Affirmative Vote Matters set out at paragraph (a), (c), (d), (e) and (q) of **Annexure 12**, shall only be discussed and decided at a Shareholders' Meeting or, if at a Board Meeting, with the prior written consent of the Shareholders, and subject always to the provisions of Clause 15.2.

## 16. DEADLOCK

- 16.1. For the purposes of this Agreement, a "**Deadlock Event**" means the failure to pass a particular resolution or take a decision in relation to any Affirmative Vote Matters, required to be passed or resolved by the Shareholders (whether in a meeting or otherwise). It is clarified that a Deadlock Event shall also include a scenario where the failure to pass a particular resolution or take a decision in relation to any Affirmative Vote Matters occurs on account of lack of constitution of quorum for a proposed Shareholder Meeting on 2 (two) consecutive occasions.
- 16.2. Within 30 (Thirty) days of the occurrence of a Deadlock Event either ASK or Fras-le, as the case may be ("**Notifying Party**"), shall have the right to notify the other of Fras-le or ASK, as the case may be ("**Notified Party**") in writing that it considers the event to be a Deadlock Event, along with its proposals in respect thereof, *i.e.*, to resolve the Deadlock Event (such notice being a "**Deadlock Notice**").
- 16.3. Within 30 (Thirty) days of receipt of the Deadlock Notice ("**Deadlock Response Period**"), if the Notified Party does not agree to the proposal in the Deadlock Notice, it shall notify the Notifying Party of its disagreement in writing, along with reasons for the same and its counterproposal in respect of the Deadlock Event ("**Deadlock Response Notice**"). If the Deadlock Response Notice is not provided within the Deadlock Response Period, the Parties shall be free to proceed with the proposals set out with respect to the Deadlock Event in the Deadlock Notice.
- 16.4. Within 30 (Thirty) days of receipt of the Deadlock Response Notice ("**Deadlock Proposal Period**"), if Notifying Party does not agree to the counter proposal in the Deadlock Response Notice, it shall notify the Notified Party of its disagreement in writing.
- 16.5. Thereafter, Fras-le and ASK shall discuss, negotiate and resolve in good faith, through discussions and meetings, between senior representatives of each of ASK and Fras-le. If the Shareholders are unable to resolve the Deadlock in accordance with this Clause 16.5, within a period of 60 (Sixty) days of the Deadlock Proposal Period ("**Deadlock Discussion Period**"), the provisions of Clause 16.6 below, shall apply.
- 16.6. Bidding Process
- 16.6.1. Within 5 (Five) Business Days of the expiry of the Deadlock Discussion Period, Fras-le and ASK shall jointly nominate and appoint the Independent Third Party (*as defined*). In case of disagreement, the Independent Third Party shall be determined by a lottery from out of names of the Big Four Firm. Within 5 (Five) days of nominating and appointing the Independent Third Party as aforesaid, each of ASK and Fras-le shall have the right to offer

to purchase (either by itself or through its respective Affiliate) all, but not less than all, the Equity Shares held by the other Shareholder (including its Affiliates) ("**Deadlock Sale Shares**") by providing a written notice to that effect to by mail or hand in a sealed envelope to the Independent Third Party ("**Bid Notice**"). The Bid Notice shall set out the price per Deadlock Sale Share ("**Deadlock Offer Price**"), at which such Party proposes to purchase all the Deadlock Sale Shares. The Parties may also provide a cover letter along with the Bid Notice, and it is clarified for the avoidance of doubt, that while the cover letter may be opened by the Independent Third Party (so that the Independent Third Party is made aware of the fact that the envelope contains the Bid Notice, the formal announcement and opening of the Bid Notice shall be made in the manner set out herein, including Clause 16.6.2 below).

- 16.6.2. Within 2 (Two) Business Days of receipt of the last of Bid Notices by the Independent Third Party, which date shall be intimated by the Independent Third Party to the Parties, the Independent Third Party shall call a meeting ("**Sale Meeting Date**") which shall be attended by the Independent Third Party and 1 (One) representative of each of Fras-le and ASK at such place as may be mutually agreed between the Independent Third Party, Fras-le and ASK. On the Sale Meeting Date, the Independent Third Party shall formally open the Bid Notices in the presence of 1 (One) representative of Fras-le and ASK, respectively, and announce the Deadlock Offer Price given by Fras-le and ASK in their respective Bid Notices. The Independent Third Party will then give another opportunity, (limiting to a maximum of 10 (Ten) opportunities), to both Fras-le and ASK to revise the Deadlock Offer Price in their respective Bid Notices orally and in writing on the Sale Meeting Date ("**Subsequent Bid Notices**"). If neither Fras-le nor ASK revise the Deadlock Offer Price given in their respective subsequent Bid Notices, the Independent Third Party shall declare the higher Deadlock Offer Price ("**Deadlock Buyout Price**") in the Bid Notices as the highest bidder who has entitled to purchase all the Deadlock Sale Shares and the same shall be final and binding on each of Fras-le and ASK. If both Fras-le and ASK revise the Deadlock Offer Price in their Subsequent Bid Notices, the highest revised Deadlock Offer Price in the Subsequent Bid Notices shall be declared as the highest bidder ("**Purchasing Party**") who has entitled to purchase all the Deadlock Sale Shares from the other Shareholder ("**Selling Party**"). If both Fras-le and ASK make an equal upward revision in their respective Subsequent Bid Notices such that the revised Deadlock Offer Price of both the Subsequent Bid Notices of Fras-le and ASK are the same, then the Independent Third Party shall allow both Fras-le and ASK to further revise or increase their Deadlock Offer Price (orally and in writing by giving a further Bid Notice on the Sale Meeting Date ("**Further Bid Notice**") until such time that a highest bidder is declared by the Independent Third Party as the Purchasing Party. The entire auction process shall be transparent and shall be conducted and concluded preferably in 1 (One) Business Day on the Sale Meeting Date but not later than 2 (Two) Business Days, the second date to be immediately after the first Sale Meeting Date.
- 16.6.3. In the event that any Shareholder does not provide a Bid Notice or a Subsequent Bid Notice or Further Bid Notice (as applicable) in the manner set out in Clause 16.6.2 then (i) such Party shall be deemed to be the Selling Party, and shall be deemed to have irrevocably agreed to sell its Deadlock Sale Shares to the other Shareholder (who shall be deemed to be the Purchasing Party) at the Deadlock Offer Price set out in the Bid Notice (or Subsequent Bid Notice or Further Bid Notice, as applicable); and (ii) notwithstanding the provisions of Clause 16.6.2, the Independent Third Party shall have the authority to open the Bid Notice (or Subsequent Bid Notice or Further Bid Notice, as applicable), in the presence of a representative of such other Party (i.e., the Purchasing Party), and intimate the Deadlock Buyout Price/Purchasing Party to the Selling Party.
- 16.6.4. Pursuant to the provisions set out above, the Selling Party will be required to Transfer all, but not less than all, of the Deadlock Sale Shares to the Purchasing Party at the Deadlock Buyout Price. It is hereby clarified that the Deadlock Buyout Price shall at all times be



subject to, and in compliance with regulatory formalities as per Applicable Law, including the FEMA Regulations.

16.6.5. The closing of the purchase of the Deadlock Sale Shares pursuant to this Clause 16.6 shall take place on a date to be mutually agreed between ASK and Fras-le, but in any event within 10 (Ten) Business Days of the Sale Meeting Date, or 10 (Ten) Business Days of the expiry of the Deadlock Discussion Period ("Sale Closing Date"). On the Sale Closing Date:

- (a) The Purchasing Party shall pay the Selling Party an amount equal to the aforesaid Deadlock Buyout Price multiplied by the number of Deadlock Sale Shares, by way of wire transfer of funds to the Selling Party's bank account, details of account which will be intimated by the Selling Party to the Purchasing Party at least 5 (Five) Business Days prior to the Sale Closing Date;
- (b) The Selling Party shall be bound to absolutely and irrevocably Transfer the Deadlock Sale Shares to the Purchasing Party, free and clear of any Encumbrance, and all actions as may be necessary to give effect to such Transfer shall be duly completed by the Parties, *inter alia*, including, (i) the Selling Party executing irrevocable delivery instruction slips issued by his depository participant to Transfer the Deadlock Sale Shares from its DP Account to the Purchasing Party's DP Account, providing copies of the same to the Purchasing Party and causing the Deadlock Sale Shares to be credited to Purchasing Party's DP Accounts on the Sale Closing Date; (ii) obtaining all the Approvals as may be necessary for the Purchasing Party to acquire the Sale Shares; (iii) providing representations and warranties in relation to the title of the Deadlock Sale Shares and there being no Encumbrances on such Deadlock Sale Shares; and (iv) making all regulatory filings within the time periods required under Applicable Law, including filing of Form FC-TRS (if required) with respect to the Transfer of the Deadlock Sale Shares. Any stamp duty and other expenses payable on Transfer of the Deadlock Sale Shares shall be borne by the Purchasing Party.
- (c) The Board shall, and shall also cause the Company to, record the Transfer of the Deadlock Sale Shares from the Selling Party to the Purchasing Party, subject to compliance with Applicable Laws, including but not limiting to the FEMA Regulations and the Act, and complete all other corporate actions as are required under Applicable Law, including but not limiting to the Act and the FEMA Regulations, in that regard.

16.6.6. The Company shall, and the Parties agree to procure that the Company shall, provide the Parties with all such financial and other information of the Company which may be requested by the Parties, for the purposes of implementing the provision of Clause 16. The Parties acknowledge that the provisions set out in this Clause 16 are capable of specific performance.

16.7. The Company shall, and the Parties shall ensure that the Company shall, from the date of occurrence of the Deadlock Event, conduct its business in the ordinary and normal course with the aim of preserving its value.

## 17. FURTHER FUNDING REQUIREMENTS

17.1. All future funding requirements of the Company, including to meet its subsequent capital expenditure and working capital requirements, will be as set out in the Business Plan and the annual budget approved by the Board. All future funding requirements shall be met in such a manner, and form, including equity, Third Party or shareholder debt, or any other instruments or mechanisms, as may be approved by the Board and agreed between ASK and Fras-le.



17.2. Pre-Emptive Right:

17.2.1. In the event the Company is desirous of issuing any new Equity Securities after the Closing Date including by way of a preferential allotment ("**Proposed Issuance**"), the Company shall provide, a right to all its Shareholders ("**Pre-emptive Right Holder**") to subscribe to its Pro Rata Share of such Proposed Issuance ("**Pre-emptive Right**"), so as to maintain its proportionate ownership in the Company at the same price as is offered to the Proposed Recipient. The Company shall give to Pre-emptive Right Holder written notice ("**Issuance Notice**") of any such Proposed Issuance and such Issuance Notice shall specify:

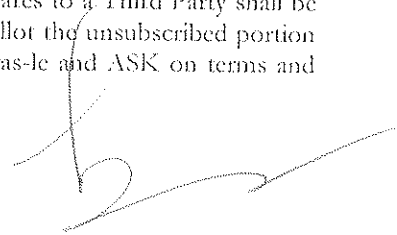
- (i) the number and class of Equity Securities proposed to be issued;
- (ii) the price per Equity Security proposed to be issued under the Proposed Issuance ("**Issuance Price**");
- (iii) the manner and time of payment of the subscription amount;
- (iv) the Pro Rata Share of the Pre-emptive Right Holder, calculated on a Fully Diluted Basis ("**Pre-emptive Shares**"); and
- (v) other material terms and conditions the Proposed Issuance.  
(collectively, the "**Offered Terms**").

17.2.2. Each Pre-emptive Right Holder shall communicate to the Company, by notice in writing ("**Pre-Emptive Right Response Notice**"), whether or not the Offered Terms are acceptable to it within 15 (Fifteen) Business Days from the date on which it received the Issuance Notice from the Company ("**Pre-Emptive Right Response Period**"). If a Pre-emptive Right Holder wishes to exercise its Pre-emptive Right, it shall, subject to Applicable Law, within 15 (Fifteen) Business Days from the expiry of the Pre-Emptive Right Response Period ("**Pre-emptive Right Closing Date**"), pay for and subscribe to all or any portion of its Pre-emptive Shares (as set out in the Pre-Emptive Right Response Notice) as per the Offered Terms. Subject to receipt of the payment against the exercise of the Pre-emptive Right by the respective Pre-emptive Right Holder in accordance with the Offered Terms, the Company shall issue and allot to such Pre-emptive Right Holder, the Pre-emptive Shares to which such Pre-emptive Right Holder is entitled (or such number of its Pre-emptive Shares as set out in the Pre-Emptive Right Response Notice), on the date falling on or before the Pre-emptive Right Closing Date. It is clarified that Frasl-e and ASK (as the case may be) shall have the right to subscribe to all or any portion of such Proposed Issuance either directly and / or through one or more of their respective Affiliates, as the case may be, provided that such Affiliate executes the Deed of Adherence.

17.2.3. If any Pre-emptive Right Holder does not accept the Offered Terms as specified above, or elects to exercise its Pre-emptive Right with respect to less than all the Pre-emptive Shares to which it is entitled as per the Offered Terms, within the timelines mentioned in Clause 17.2.2 above, then the other Pre-emptive Right Holder shall have the right ("**Additional Pre-emptive Right**") to subscribe to the unsubscribed portion of the total Pre-emptive Shares ("**Unsubscribed Pre-emptive Shares**") and the Company shall issue to such other Pre-emptive Right Holder a written notice ("**Second Issuance Notice**") to exercise its Additional Pre-emptive Right in relation to the Unsubscribed Pre-emptive Shares within 15 (Fifteen) days of the expiry of the Pre-Emptive Right Response Period.

17.2.4. In the event that the Pre-emptive Shares are not subscribed to by the Pre-emptive Right Holder in the manner and timelines specified in Clauses 17.2.2 and / or 17.2.3 above, or in case all or part of the total Pre-emptive Shares are still left unsubscribed after following the procedure set out in Clause 17.2.3 above, then, the issue of shares to a Third Party shall be an Affirmative Vote Matter and the Company may issue and allot the unsubscribed portion of the Pre-emptive Shares to any Third Party agreed to by Frasl-e and ASK on terms and conditions not more favourable than the Offered Terms.

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17.2.5. For the avoidance of doubt, it is clarified that if the Pre-emptive Right Holder does not accept the Offered Terms or otherwise elects to exercise its Pre-emptive Right with respect to less than all the Pre-emptive Shares, such Pre-emptive Right Holder shall, in relation to its shareholding in the Company (calculated on a Fully Diluted Basis) immediately prior to the Proposed Issuance, stand diluted accordingly.

## 18. SHARE TRANSFERS AND ENCUMBRANCE

### 18.1. Transfer of Shares:

18.1.1. No Party shall, directly or indirectly, Transfer any Equity Securities held by them in the Company except as specifically set out in this Agreement.

18.1.2. Any attempt by any Shareholder to Transfer any Equity Securities in violation of any provision of this Agreement will be null and *void ab initio* and the Parties will do all acts, deeds or things to prevent such Transfer from being given effect. The Company hereby agrees and confirms that it shall not record any Transfer or agreement or arrangement to Transfer the Equity Securities on its books and shall not recognize or register any equitable or other claim to, or any interest in or pay any dividend or accord any right to vote in the Equity Securities which have been Transferred in any manner other than as permitted under this Agreement.

18.1.3. The Parties agree that the Transfer restrictions in this Agreement shall not be capable of being avoided by the holding of Equity Securities indirectly through a company or other Person or entity that can itself be sold in order to dispose of an interest in the Equity Securities free of the restrictions contained herein.

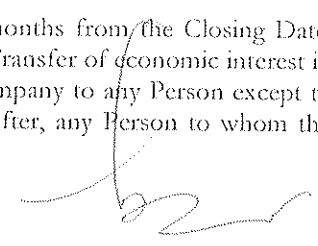
### 18.2. Transfers to Affiliates:

(a) Notwithstanding the Transfer restrictions contained in Clauses 18.3 and 18.5, the Parties shall be entitled to freely Transfer (including a Transfer of economic interest in the Company) any of the Equity Securities held by it in the Company to any of its Affiliates without the prior consent of the other Party, provided that the Affiliate to whom any Equity Securities are Transferred shall execute a Deed of Adherence (in the form specified in Annexure 5) and comply with the provisions of this Agreement, on and from the date of the Transfer of the Equity Securities to such Affiliate and when such Affiliate ceases to be an Affiliate of the original Shareholder, the Shares shall be Transferred back to the such original Shareholder or another Affiliate (and the provisions of this Clause 18.2(a) shall also apply to such Transfer).

(b) At all times, when an Affiliate of ASK or Fras-le is a Shareholder (i) it shall act together with ASK or Fras-le (as the case may be), as a single block ("**Shareholder Group**"), including but not limited to voting on all Shareholder resolutions as a single block and any Equity Securities held by an Affiliate belonging to a Shareholder Group shall be deemed to be the Equity Securities held by that Shareholder Group. ASK or Fras-le (as the case may be) shall be responsible for compliance by its respective Affiliate with the provisions of this Agreement and a breach by any Affiliate of ASK or Fras-le (as the case may be), shall be deemed to be a breach by ASK or Fras-le, respectively (as the case may be). It is also clarified that any notice served upon on ASK or Fras-le (as the case may be) shall be deemed to be service on the Affiliate of ASK or Fras-le, respectively (as the case may be), except as may be required by Applicable Law to serve notice on all individual Shareholders, and the provisions of Clause 29.1 (*ASK and Fras-le Shareholder Group Representatives*) shall apply.

18.3. Lock In: Subject to Clause 16.2, for a period of 36 (Thirty Six) months from the Closing Date, none of the Shareholders shall be entitled to Transfer (including a Transfer of economic interest in the Company) any of the Equity Securities held by them in the Company to any Person except to their respective Affiliate ("**Lock-In Period**"). Provided that thereafter, any Person to whom the

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any Equity Securities are Transferred in accordance with the terms of this Agreement, shall executed a Deed of Adherence and comply with the provisions of this Agreement, on and from the date of the Transfer of the Equity Securities to such Person.

18.4. Right of First Refusal:

- 18.4.1. Subject to Clause 18.3, the Parties shall have the right, but not the obligation, to purchase the Equity Securities offered by the other Party ("**Selling Shareholder**"), in accordance with the terms and conditions set out in this Clause 18.4 ("**Right of First Refusal**").
- 18.4.2. Subject to Clause 18.3, if at any time any Selling Shareholder wishes to Transfer any Equity Securities held by it in the Company to a Third Party (other than its Affiliates) either directly or indirectly, the Selling Shareholder must upon identification of a Third Party Purchaser (*as defined hereafter*) serve a notice ("**ROFR Notice**") to the other Shareholder ("**Receiving Party**") in writing stipulating (i) the identity of the Third Party to whom the Transfer is proposed to be made (the "**Third Party Purchaser**"), including the name, address and ownership details of the Third Party Purchaser; (ii) the proposed price per Equity Security ("**ROFR Price**") and other terms and conditions, of the proposed Transfer; (iii) the total number of Equity Securities proposed to be acquired by the Third Party Purchaser ("**ROFR Shares**"); (iv) the proposed date of consummation of the proposed Transfer; and (v) a representation that the Third Party Purchaser stated in the ROFR Notice has been informed of this Right of First Refusal and the Tag Along Right (*defined below*). The terms set out in (i) to (v) above are collectively hereinafter referred to as "**Third Party Terms**".
- 18.4.3. Within 30 (Thirty) days of receiving the ROFR Notice ("**Acceptance Period**"), the Receiving Party shall either agree to purchase all of the ROFR Shares at the ROFR Price or reject the ROFR Notice.
- 18.4.4. If the Receiving Party accepts to purchase all of the ROFR Shares pursuant to Clause 18.4.3 above, it shall issue an unconditional letter of acceptance to the Selling Shareholder, agreeing to acquire all the ROFR Shares at the ROFR Price, which shall be binding on the Selling Shareholder ("**Acceptance Notice**") and the Receiving Party. If the Receiving Party issues an Acceptance Notice, it shall be obligated to purchase the ROFR Shares either by itself and/or through any of its Affiliates. The Receiving Party and the Selling Shareholder shall complete the transaction within 30 (Thirty) days from the date of Acceptance Notice mentioned in this Clause 18.4.4.
- 18.4.5. If the Receiving Party does not issue the Acceptance Notice or fails to respond to the Selling Shareholder within the Acceptance Period, the Selling Shareholder shall be entitled to Transfer to the Third Party Purchaser, on the Third Party Terms, the ROFR Shares within 30 (Thirty) days of the expiry of the ROFR Period. Provided that any Third Party Purchaser to whom the ROFR Shares are Transferred shall executed a Deed of Adherence and comply with the provisions of this Agreement, on and from the date of the Transfer of the ROFR Shares to such Person.
- 18.4.6. If the Selling Shareholder fails to Transfer the ROFR Shares within the period stipulated in Clause 18.4.5 above to the Third Party Purchaser, it shall not be entitled to Transfer the ROFR Shares thereafter to any other Person, without re-offering the ROFR Shares to the Receiving Party, in accordance with provisions of this Clause 18.4. In the event that the Receiving Party would require any Approval for acquiring the ROFR Shares then, notwithstanding any other provision of this Agreement, such Receiving Party shall only be obliged to acquire the ROFR Shares once such consent or Approval is obtained, and the Parties shall use their reasonable endeavors to obtain any such required Approvals.

18.5. Tag Along Right



- 18.5.1. Instead of issuing the Acceptance Notice, the Receiving Party shall have the right to call upon the Selling Shareholder to Transfer any or all of their Equity Securities ("**Tag Along Shares**") to the Third Party Purchaser, at the Third Party Terms, together with the ROFR Shares (the "**Tag Along Right**"), by providing a written notice to this effect to the Selling Shareholder within the Acceptance Period ("**Tag Along Exercise Notice**").
- 18.5.2. Upon the other Party electing to exercise its Tag Along Right, the Transferring Shareholder shall be obliged to first procure the sale of the Tag Along Shares to the Proposed Buyer and the sale of the Tag Along Shares shall be completed in any event within 30 (Thirty) Business Days from the date of the Tag Along Notice ("**Tag Completion Period**") (excluding any time required for the Approvals) simultaneously with the completion of the sale of the Transfer Shares by the Proposed Buyer. In the event the other Party serves a Tag Along Notice, the Transferring Shareholder shall not be entitled to Transfer any of its Equity Securities to any Proposed Buyer unless the Proposed Buyer purchases and pays for the Tag Along Shares in the manner set out in this Clause 18.5. In the event that the other Party has elected to exercise its Tag-Along Right and the Proposed Buyer fails to purchase the Tag Along Shares from the other Party Shareholders, the Transferring Shareholder shall not Transfer the Transfer Shares to such Proposed Buyer, and if purported to be made, such Transfer shall be void and the Company shall not register any such Transfer of the Sale Shares.
- 18.5.3. The Party exercising its Tag Along Right shall provide such representations and warranties as may be requested by the Proposed Buyer and / or indemnities as may be requested by the Proposed Buyer and are customary for the nature and size of transaction; including representations and warranties in respect of the title and ownership of the Tag Along Shares and take all other actions, including entering into appropriate agreements and other documents, required to effectuate fully such transaction.
- 18.5.4. Any stamp duty, if any, payable on Transfer of the Tag Along Shares held by the Party exercising its Tag Along Right shall be borne by such Party.
- 18.6. Encumbrance: No Party holding Equity Shares or other Equity Securities of the Company shall create any Encumbrance on their Equity Shares or other Equity Securities, without the consent of the other Shareholder and the consent of the Board.
- 18.7. If the completion of the Transfer of Equity Securities contemplated under Agreement, including this Clause 18 and / or Clauses 16, 19 and 24 require any Approvals, in computing the period, within which the transaction should be completed, the time required for obtaining the necessary Approvals shall not be included. Such excluded time shall be calculated from the date of making of the necessary applications to the date of receipt of Approvals.

## 19. CHANGE OF CONTROL

- 19.1. In the event of a proposed (i) ASK Change of Control or (ii) Fras-le Change of Control, ("**Change of Control Event**"), the Party proposing to undergo the Change of Control Event ("**Changed Party**") shall inform the other Party in writing of the Proposed Change of Control Event within 15 (Fifteen) Business Days of the Changed Party becoming aware of such proposed Change of Control Event ("**CoC Notice**").
- 19.2. On receipt of the CoC Notice by the other Party, such Party shall have a call option, being a right but not an obligation to purchase, directly or through its Affiliates (together referred to as the "**Option Transferee**"), all (but not less than all) of the Equity Securities held by the Changed Party (and all their Affiliates who hold any Equity Shares) ("**Option Shares**"), at the Option Price (*as defined hereafter*) ("**Call Option**"). The Call Option to be exercised by such Party by serving a written notice ("**Call Option Exercise Notice**") on the Changed Party, within 30 (Thirty)

Business Days of receipt of the CoC Notice. It is acknowledged that the Call Option is capable of specific performance.

19.3. The Call Option closing shall occur within 15 (Fifteen) Business Days from the date of the Call Option Exercise Notice ("**Call Option Closing Date**") when:

- (a) The Option Transferees shall pay the Option Price to the Changed Party, by way of wire transfer of funds to the Changed Party's bank account, details of which will be provided by the Changed Party to the Option Transferees at least 5 (Five) Business Days prior to the Call Option Closing Date.
- (b) The Changed Party shall be bound to absolutely and irrevocably Transfer the Option Shares to the other Party and / or the Option Transferee as set out in the Call Option Exercise Notice, free and clear of any Encumbrance, and all actions as may be necessary to give effect to such Transfer shall be duly completed by the Changed Party, the Option Transferees and the Company, as the case may be *inter alia*, including (i) Changed Party executing irrevocable delivery instruction slips issued by his depository participant to Transfer the Option Shares from its DP Account to the other Option Transferees' DP Account, providing copies of the same to the Option Transferees and causing the Option Shares to be credited to Option Transferees' DP Accounts on the Call Option Closing Date; (ii) obtaining all the Approvals as may be necessary for the Option Transferees to acquire the Option Shares; (iii) providing representations and warranties as on the Call Option Closing Date only in relation to the title of the Call Option Shares and there being no Encumbrances on such Call Option Shares; and (iv) making all regulatory filings within the time periods required under Applicable Law, including filing of Form FC-TRS (if required) with respect to the transfer of the Call Option Shares. Any stamp duty and other expenses payable on Transfer of the Option Shares shall be borne by the Changed Party.

19.4. Option Price. The Option Price shall be calculated as per the principles set out below, at least 5 (Five) Business Days, prior to the relevant Option Closing Date:

- (i) Within 5 (Five) Business Days of receipt of the Call Option Exercise Notice, ASK and Fras-le shall agree upon a Big Four Firm, who shall be appointed by the Company to determine the Option Price.
- (ii) The Big Four Firm shall determine the fair market value per each of the Equity Securities, in accordance with Applicable Law ("**Fair Market Value**"), within 60 (Sixty) days of its appointment, and shall provide the Parties with a valuation report to in that regard. The Fair Market Value as determined by such Big Four Firm shall be final and binding on the Parties.
- (iii) The Company shall provide all such information that Big Four Firm may require for the purposes of determining the Fair Market Value.
- (iv) The option price shall be calculated as the Fair Market Value multiplied by the number of Call Option Shares ("**Option Price**").

19.5. The Company shall, and the Parties shall ensure that the Company shall, from the date of the COC Notice conduct its business in the ordinary course with the aim of preserving its value.

## 20. DIVIDENDS

20.1. Subject to Applicable Law, unless decided otherwise by the Board and / or the Shareholders, the Parties will cause the Company to pay an annual dividend of a minimum of 50% (Fifty Per Cent) and a maximum of 80% (Eighty Per Cent), on the free income of the Company (after making the

requisite allocations and reserves in accordance with the Business Plan, Applicable Law including Tax Laws).

- 20.2. In the event that such dividend is declared, the same will be paid to the Shareholders as per their Pro Rata Share of their shareholding in the Company.
- 20.3. The Parties agree and acknowledge that the Company's annual profits would be subject to the taxation in accordance with the Applicable Laws including Tax Laws in India).

## 21. BUSINESS PLAN

- 21.1. The business of the Company shall be conducted in accordance with the Business Plan. The Business Plan for first 5 (Five) Financial Years of the Company, which is in agreed form is set out as **Annexure 11**. Any changes to Business Plan, will be mutually agreed in writing between ASK and Fras-le.

## 22. INFORMATION RIGHTS

- 22.1. Information and Reports: The Company shall, provide to each of Fras-le and ASK the following information and reports:

- (i) as soon as practicable, but, in any event, within 70 (Seventy) days after the end of each Financial Year of the Company and its Subsidiaries, the audited Financial Statements (including the management letter from the auditor) for such Financial Year;
- (ii) as soon as practicable, but, in any event within, 45 (Forty Five) days after the end of each calendar year, i.e., 31<sup>st</sup> December, of the Company and its Subsidiaries, the audited Financial Report prepared according to the International Financial Reporting Standards ("IFRS") as requested by Fras-le's auditors, per the instructions to be sent by them to the Company's auditors
- (iii) as soon as practicable, but, in any event within, 5 (Five) days after the end of each quarter of each Financial Year of the Company and its Subsidiaries, unaudited quarterly management accounts;
- (iv) as soon as practicable, but, in any event within, 5 (Five) days after the end of each quarter, quarterly progress reports based on a format agreed between the Parties;
- (v) monthly operating reports of the Company, within the end of the 1<sup>st</sup> (First) day of the month-end;
- (vi) management information system reports, setting out a monthly assessment of the Target Business within 3 (Three) days of the month-end; and
- (vii) promptly upon request by either Fras-le and ASK, such other information as may from time to time reasonably request, including in relation to sales, production, stocks, finances or any other matters relating to the Target Business.

### 22.2. Inspection:

Upon the receipt of 2 (Two) Business Days' prior written notice, the Company shall allow Fras-le, ASK (and their authorized representatives) the right, during normal business hours to inspect the Company's books and accounting records, and provide such information as may be reasonably required by them.

## 23. NON-COMPETE



- 23.1. Fras-le and ASK agree that during the term of this Agreement, and so long as Fras-le and ASK are Shareholders of the Company, neither Fras-le nor ASK (nor any of their respective Affiliates) shall, either directly or indirectly, as a partner, shareholder, unit holder, member, individual, employee, consultant, independent contractor, or in association with any other Person, solicit, own, manage, operate, join, establish, develop, carry on, or participate in the ownership, management, operation or control of, or be otherwise connected in any manner with, or assist in carrying on or be engaged in, any business that is similar, or competes, with the Target Business in part or in whole, including the manufacture and sale of Products in the Target Territory, in any manner whatsoever, it being clearly understood and agreed that neither Fras-le nor ASK (nor any of their respective Affiliates) shall, directly or indirectly, sell Products to a Third Party in the Target Territory and that neither Fras-le (nor any of its Affiliates who are directly Controlled by it) nor ASK (nor any of its Affiliates) shall purchase Products from a Third Party from the Target Territory in any manner whatsoever except through the Company pursuant to and in accordance with the terms of the Transaction Documents. The Rathee Family and Randon Family shall also provide Non-compete & Non Solicitation Agreements to this effect, effective from the Closing Date.
- 23.2. In the event either Fras-le or ASK cease to be a shareholder of the Company (such shareholder, an "Exiting Shareholder"), during the Restricted Period, the Exiting Shareholder (nor any of its Affiliates) shall, either directly or indirectly, as a partner, shareholder, unit holder, member, individual, employee, consultant, independent contractor, or in association with any other Person, solicit, own, manage, operate, join, establish, develop, carry on, or participate in the ownership, management, operation or control of, or be otherwise connected in any manner with, sell to or purchase Products from a Third Party in the Target Territory or assist in carrying on or be engaged in, any business that is similar, or competes, with the Target Business in part or in whole, including the manufacture and sale of Products, in the Target Territory in any manner whatsoever.
- 23.3. The Parties agree and acknowledge that whilst the provisions of this Clause 23 are reasonable in all the circumstances and are not in the nature of restrictions but instead are in the furtherance of trade or business, if any of the provisions should be held by a court or tribunal of competent standing to be invalid as an unreasonable restraint of trade (but would have been valid if part of the wording had been deleted or the period reduced or the range of activities or geographical area reduced in scope) the provisions of this Clause 23 shall apply with such modifications (which would be deemed to have been made) as are necessary to make them valid and effectively enforceable by a court or tribunal of competent jurisdiction. The Parties agree that the Company shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the defaulting Party from committing any violation of the protective covenants contain in this Clause 23. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Parties may have under this Agreement, any applicable law or in equity.

## 24. EVENTS OF DEFAULT AND CONSEQUENCES

- 24.1. Events of Default: An event of default ("Event of Default") occurs in relation to any Party if there is:
- 24.1.1. breach to observe or comply with any material term, covenant or obligation, including indemnification obligations or breach of covenants, including those relating to Change of Control Events, contained in this Agreement and / or any of the Transaction Documents; or
  - 24.1.2. breach of any of the Warranties or Fras-le Warranties, as the case may be; or
  - 24.1.3. if any Party is convicted or restricted in any manner (regardless of the extent, context, validity of such restrictions) from conducting the Target Business by any court of law anywhere in the world; or

24.1.4. if any Party holding any Equity Securities in the Company becomes bankrupt or insolvent.

24.2. Default Notice: Any Party who becomes aware of the occurrence of an Event of Default with respect to itself shall as soon as reasonably practicable notify the other Party in writing. Upon the occurrence of an Event of Default with respect to a Party ("**Defaulting Party**"), the other Party ("**Non-Defaulting Party**") may serve a written notice ("**Default Notice**") on the Defaulting Party of becoming aware of the Event of Default, whether on account of the notice specified in the preceding sentence, or otherwise. A Default Notice may not be served more than once on a Party in respect of the same Event of Default. In the event that such Event of Default is not remedied by the Defaulting Party within 15 (Fifteen) days of the date of the Default Notice then, in addition to any other rights available to the Non-Defaulting Party under Applicable Law, the Parties shall have the rights set out in Clause 24.3 below.

24.3. Consequences of an Event of Default: Upon the occurrence of an Event of Default (which has not been cured in accordance with Clause 24.2 above), in addition to any other rights available to the Non-Defaulting Party under Applicable Law, the Non-Defaulting Party shall have the following rights:

24.3.1. all obligations of the Non-Defaulting Party and all restrictions imposed on the Non-Defaulting Party under this Agreement and the Restated Articles shall automatically lapse without requirement of any further act, deed or thing. Without prejudice to the generality of the foregoing, this will include any obligation to comply with any of the Transfer restrictions under this Agreement and the Restated Articles; and

24.3.2. all restrictions on the Defaulting Party and all rights available to the Non-Defaulting Party against the Defaulting Party under this Agreement shall continue in full force and effect.

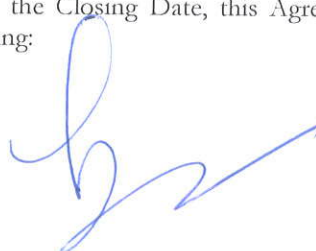
24.4. Consequences of an Event of Default:

24.4.1. On the occurrence of an Event of Default (which has not been cured in accordance with Clause 24.2 above), in addition to any other rights available to the Non-Defaulting Party under this Agreement the transfer restrictions contained in Clause 18, including the provisions of Clause 18.3, shall forthwith cease to apply to the Non-Defaulting Party.

24.4.2. Termination: On the occurrence of an Event of Default (which has not been cured in accordance with Clause 24.2 above), in addition to any other rights available to the Non-Defaulting Party under this Agreement, the Non-Defaulting Party shall at their sole option, by a Notice delivered to the Company and the Defaulting Party, have the right but not the obligation to terminate this Agreement forthwith and additionally, the Non-Defaulting Party shall have the option not an obligation to issue a Call Option Exercise Notice in the procedure set out at Clause 19.2, which provisions along with the provisions of Clause 19.3, shall apply *mutatis mutandis*. Provided that, all references to the "Changed Party" contained therein shall instead be deemed to mean references to the Defaulting Party.

## 25. TERMINATION

25.1. Notwithstanding anything contained in this Agreement, post the Closing Date, this Agreement shall terminate upon the occurrence of the earlier of the following:



- 25.1.1. in respect of the rights and obligations of a Shareholder, upon that Person ceasing to hold any Shares ("Exiting Shareholder");
- 25.1.2. by the written consent of all the Parties; and
- 25.1.3. upon occurrence of an Event of Default pursuant to Clause 24.4.2.
- 25.2. Effect of Termination: If this Agreement is validly terminated pursuant to the provisions of Clause 25.1 above then:
- 25.2.1. this Agreement, the ASK License Agreement and the Fras- Le License Agreement will also forthwith terminate and become null and void and save and except as provided under Clause 25.4 and / or the under ASK License Agreement or the Fras- Le License Agreement, as the case may be, there will be no liability or obligation on the any of the Parties.
- 25.2.2. the Lease Agreement continue and shall not be terminated by ASK for a period of at least 1 (One) calendar year from the date of termination of this Agreement.
- 25.3. Survival
- 25.3.1. Notwithstanding any other provision in this Agreement to the contrary, the expiry/ termination of this Agreement will not limit or extinguish the liabilities of the Parties under this Agreement or Applicable Law that have accrued prior to the date of termination, including the liability of the Indemnifying Parties for any breach of the Warranties, covenants or agreements set forth in this Agreements.
- 25.3.2. Notwithstanding any other provision of this Agreement, the provisions of Clauses 7.7, 26 (*Announcements and Confidentiality*), 27 (*Notices*), 28 (*Governing Law, Disputes and Submission to Jurisdiction*), 29.1 (*ASK and Fras-le Shareholder Group Representatives*) shall survive the expiry/ termination of this Agreement.
- 25.4. Procedure upon Termination. On and from the date of termination of this Agreement pursuant to Clause 25.1 ("**Termination Date**"):
- 25.4.1. The Company shall not, and the continuing Shareholder ("**Continuing Shareholder**") shall not, and shall ensure that the Company does not: (i) utilise the Fras-le Brands or any brand developed by the Company which contains the name and / or logo of Fras-le, in the event that the Continuing Shareholder is ASK; or (ii) utilise the ASK Brands or any brand developed by the Company which contains the name and / or logo of ASK, in the event that the Continuing Shareholder is Fras-le, (such Brand being hereinafter referred to as the "**Prohibited Brand**"), subject to the provisions of Clause 25. The Company shall and the Continuing Shareholder shall cause the Company to cease associating itself with the name of the Exiting Shareholder and cease using the name of the Exiting Shareholder in the name of the Company, and shall change the name of the Company as soon as reasonably practicable; provided however that the Company and / or the Continuing Shareholder shall have the right to use the name of the Exiting Shareholder for a period of 2 (Two) years from the Termination Date for the limited purposes of associating the Company's identity as being formerly known by the New Name.
- 25.4.2. Notwithstanding Clause 25.4.1, the Company shall be permitted to produce / manufacture the orders which it had received in relation to the Prohibited Brand up to the Termination Date, for a period of 3 (Three) months from the Termination Date.
- 25.4.3. Notwithstanding Clause 25.4.1, the Company shall be permitted to sell of all inventory in



relation to the Prohibited Brand existing as on the Termination Date, for a period of 1 (One) year from the Termination Date or is provided in the respective license agreement entered into by Fras-le and ASK with the Company. Thereafter, in the event that there is any inventory in relation to the Prohibited Brand remaining, the Company shall make a written offer to the Exiting Shareholder, to purchase such remaining inventory at cost price. In the event that the Exiting Shareholder agrees to purchase such remaining inventory at the cost price the sale and purchase of such inventory shall be completed, and such Inventory shall be delivered to the Exiting Shareholder within a period of 15 (Fifteen) Business Days from the date of acceptance by the Exiting Shareholder. In the event that the Exiting Shareholder declines such written offer, then the Company may either destroy such remaining inventory or remanufacture / repackage such remaining inventory to change the branding on its such that there is no use of the Prohibited Brand in relation to such inventory.

25.4.4. The Parties agree that the Exiting Shareholder shall have no liability in relation to such remaining inventory in the event that the Company proposes to remanufacture / repackage the same as above.

25.4.5. The Exiting Shareholder shall have the right to inspect the premises and records of the Company to ensure that the Company is not utilising or manufacturing any of Existing Shareholder's brands (*i.e.*, Fras-le or ASK Brands, as the case may be) post the Termination Date, which is not in accordance with the exceptions set out herein or as provided in the respective ASK License Agreement or the Fras-le License Agreement, entered into by Fras-le or ASK, as the case may be, with the Company.

25.4.6. Neither the Exiting Shareholder, Continuing Shareholder, Company, nor any of their Affiliates or representatives shall make any disparaging remarks / statements against the other, and / or, their respective directors, shareholders, management, employees, business or operations.

## 26. ANNOUNCEMENTS AND CONFIDENTIALITY

26.1. Subject to the provisions of this Clause 26.1 and save and except for any communication pursuant to Applicable Law, no announcement, circular or communication (each an "Announcement") concerning the existence or content of this Agreement shall be made by any Party and/or its Affiliates without the prior written approval of the other Parties (such approval not to be unreasonably withheld or delayed).

26.2. This Clause 26 does not apply in respect of any Announcement if, and to the extent that, it is required to be made by Applicable Law or any other Governmental Authority of competent jurisdiction to which the Party making the Announcement is subject, including market announcements, whether or not any of the same has the force of Applicable Law; provided that, any Announcement shall, so far as is practicable, be made after consultation with the other Parties and after taking into account such Party's reasonable requirements regarding the content, timing and manner of dispatch of the Announcement in question.

26.3. The Parties agree and undertake that they and their Affiliates, directors, officers, employees and professional advisors shall not reveal, to any third Person other than the foregoing parties any Confidential Information without the prior written consent of the other Parties. A Party may disclose Confidential Information, if and to the extent:

- (i) required by the law of any relevant jurisdiction;
- (ii) required by any Governmental Authority to which the Party making the disclosure is subject, whether or not such requirement has the force of law, *provided that*, such Party shall, to the extent practicable (a) provide in advance, a copy of the required disclosure

to the other Party and incorporate any additions or amendments reasonably requested by such other Party; and (b) shall take all such reasonable measures to inform the Governmental Authority of the confidential nature of the information;

- (iii) required to vest the full benefit of this Agreement in either Party or for the enforcement of that Party's rights;
- (iv) disclosure is made to any of the Party's professional advisers, auditors and bankers on a 'need to know basis', provided that, such Persons have been informed about the confidentiality requirement of this Clause 26;
- (v) the information has come into the public domain through no fault of the Party disclosing such information;
- (vi) was independently developed by the Party or was already in the lawful possession of that Party; or
- (vii) where other Parties have given prior written approval to the disclosure,

provided, further that any disclosure shall, so far as is practicable, be made only after consultation with the other Parties.

## 27. NOTICES

27.1. A notice or other communication given under or in connection with this Agreement (a "Notice") shall be:

- (i) in writing;
- (ii) in the English language; and
- (iii) sent by the Permitted Method (*as defined hereafter*) to the Notified Address.

27.2. The "Permitted Method" means any of the methods set out in the first column below, the second column setting out the date on which a Notice given by such Permitted Method shall be deemed to be given; provided that, the Notice is properly addressed and sent in full to the Notified Address:

Permitted Method:	Date on which Notice is deemed given:
Personal delivery	When delivered at the Notified Address during the business hours with proof of acknowledgment.
E-mail	When the e-mail is sent, with no delivery failure report having been received.
Registered post, air-mail or courier	7 (Seven) Business Days after posting.

27.3. The "Notified Addresses" means the address, for each of the Parties and the Company as set out below:

Party	Address	Email	Marked for the attention of:
Fras-le	Rodovia RS 122, km 66, nº 10.945, Caxias do Sul, RS, Brazil	<a href="mailto:sergio.carvalho@fras-le.com">sergio.carvalho@fras-le.com</a> <a href="mailto:cc: paulo.gomes@fras-le.com">cc: paulo.gomes@fras-le.com</a> <a href="mailto:cc:">cc:</a>	Sérgio Lisboa Moreira de Carvalho (President) <a href="mailto:cc: Paulo Ivan Barbosa">cc: Paulo Ivan Barbosa</a>

Party	Address	Email	Marked for the attention of:
		<a href="mailto:gustavo.souto@randon.com.br">gustavo.souto@randon.com.br</a>	Gomes (Director) Address: Rodovia RS 122, km 66, nº 10.945, Caxias do Sul, RS, Brazil  <u>cc:</u> Gustavo Souto Polese Address: Avenida Abramo Randon, nº 770, Caxias do Sul, RS, Brazil
ASK	Plot no 28, Sector 4 IMT Manesar, Gurgaon 122050 Haryana, India	<a href="mailto:Naresh@askbrake.com">Naresh@askbrake.com</a>	Naresh Sharma
Company [prior to Closing Date]	Plot no 28, Sector 4 IMT Manesar, Gurgaon 122050 Haryana, India	<a href="mailto:ar@askbrake.com">ar@askbrake.com</a>	Aman Rathee
Company [after Closing Date]	Plot no 28, Sector 4 IMT Manesar, Gurgaon 122050 Haryana, India  CC: Rodovia RS 122, km 66, nº 10.945, Caxias do Sul, RS, Brazil	<a href="mailto:vc@askbrake.com">vc@askbrake.com</a>  <u>cc:</u> <a href="mailto:sergio.carvalho@fras-le.com">sergio.carvalho@fras-le.com</a> <u>cc:</u> <a href="mailto:paulo.gomes@fras-le.com">paulo.gomes@fras-le.com</a>  <u>cc:</u> <a href="mailto:gustavo.souto@randon.com.br">gustavo.souto@randon.com.br</a>	Managing Director  <u>cc:</u> Sérgio Lisbão Moreira de Carvalho (President)  <u>cc:</u> Paulo Ivan Barbosa Gomes (Director) Address: Rodovia RS 122, km 66, nº 10.945, Caxias do Sul, RS, Brazil  <u>cc:</u> Gustavo Souto Polese Address: Avenida Abramo Randon, nº 770, Caxias do Sul, RS, Brazil

or such other Notified Address as any Party or the Company may, by written Notice to the other Parties and the Company, substitute for its Notified Address set out above.



27.4. Notwithstanding the foregoing, a Notice received on a day other than a Business Day, or after business hours in the place of receipt, shall be deemed to be given on the next following Business Day in such place. In the event a Party refuses delivery or acceptance of a Notice under this Agreement, it shall be deemed that the Notice was given upon proof of the refused delivery, provided that, the same was sent in the manner specified in this Agreement.

## 28. GOVERNING LAW, DISPUTES AND SUBMISSION TO JURISDICTION

28.1. This Agreement shall be governed by and construed in accordance with the laws of India and, subject to Clauses 28.3 to 28.7, the Parties shall be free to approach any appropriate courts in India for relief.

### 28.2. Amicable Discussions:

- (i) The Parties agree to use all reasonable efforts to resolve any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement, including any question regarding its existence, validity or termination ("**Dispute**"), expeditiously and amicably to achieve timely and full performance of the terms of this Agreement.
  - (ii) Any Party which claims that a Dispute has arisen must give Notice thereof to the other Parties as soon as practicable in accordance with the provisions of Clause 27, after the occurrence of the event, matter or thing which is the subject of such Dispute and in such Notice such Party shall provide particulars of the circumstances and nature of such Dispute and of its claim(s) in relation thereto and shall designate a Person as its representative for negotiations relating to the Dispute, which Person shall have authority to settle the Dispute. The other Parties shall, within 7 (Seven) days of such Notice, each specify in writing its position in relation to the Dispute and designate as their representative in negotiations relating to the Dispute a Person with similar authority.
  - (iii) The aforesaid designated representatives shall use all reasonable endeavours including engaging in discussions and negotiations to settle the Dispute within 30 (Thirty) days after receipt of the particulars of the Dispute.
  - (iv) If the Dispute is not resolved within the 30 (Thirty) days period set out in Clause 28.2(iii) above, then the provisions of Clause 28.3 to 28.7 shall apply.
- 28.3. Any Dispute shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the International Chamber of Commerce, in force at the relevant time ("**Rules**") (which is deemed to be incorporated into this Agreement by reference).
- 28.4. The arbitration shall be by a panel of 3 (Three) arbitrators. The Parties instituting such arbitration shall collectively appoint 1 (One) arbitrator and the respondents in such arbitration shall collectively appoint 1 (One) arbitrator, and the 2 (Two) arbitrators so appointed, shall select the third arbitrator. In case of any disagreement on the manner of appointment, the arbitrators shall be appointed in accordance with the Rules specified in Clause 28.3.
- 28.5. To the extent possible and notwithstanding commencement of any arbitral proceedings in accordance with this Clause 28:
- (i) the Parties shall subject to Applicable Law, continue to perform their respective obligations under this Agreement ("**Obligations**"); and
  - (ii) such arbitral proceedings shall be conducted so as to cause the minimum inconvenience to the performance by the Parties of the Obligations.

- 28.6. The seat, or legal place of arbitration shall be London and any award shall be treated as an award made at the seat of the arbitration. The language to be used in the arbitral proceedings shall be English.
- 28.7. By agreeing to arbitration in accordance with this Clause 28, the Parties undertake to abide by and carry out any award promptly and any award shall be final and binding on the Parties. The Parties waive irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made except as provided for in accordance with the Rules.
- 28.8. If more than one arbitral proceeding has commenced under this Agreement and / or any of the other Transaction Documents, and a Party that is a party to any such arbitral proceedings contends that two or more of such proceedings are substantially related and that the issues therein should be heard in one proceeding, the proceedings should be consolidated in one proceeding.
- 28.9. Any arbitral award rendered in accordance with this Clause 28 shall be enforceable by any court of competent jurisdiction, including (if and to the extent determined by the arbitral tribunal) by injunctive relief or order for specific performance.
- 28.10. Notwithstanding anything contained in the Rules, in the event any of the Parties fails to comply or fulfil their obligations in respect of their arbitral proceedings, including without limitation, (i) failure to comply with any directions or orders of the arbitral tribunal; (ii) failure to comply with or make the requisite filings within the prescribed timelines, (iii) failure to appoint their arbitrator; or (iv) fail to deposit the necessary fees and expenses, the arbitral tribunal (to the extent constituted) shall have the right to proceed with the arbitral proceedings notwithstanding such Party's failure and pass any orders as it deems necessary (including passing of any summary judgement in respect of the Dispute). The Party which fails to fulfil its obligations shall be precluded from challenging, contesting or otherwise disputing any order passed pursuant to any such procedural default on the part of such Party.
- 28.11. The Parties agree that in the event any Dispute arises between them at any time prior to the Closing Date, then notwithstanding anything contained in this Agreement, Fras-le shall be entitled to terminate this Agreement by way of a Notice to the other Party and such termination will not affect any of the accrued rights of the Parties hereunder.
- 28.12. It is the intention of parties that the Parties shall be entitled to seek and receive interim relief under section 9, Part 1 of the Arbitration & Conciliation Act, 1996, notwithstanding the seat of arbitration being outside India.

## 29. MISCELLANEOUS

### 29.1. ASK and Fras-le Shareholder Group Representatives

ASK hereby irrevocably appoints, and shall ensure that each of its Affiliates who hold Equity Shares in the Company appoint an individual belonging to the Rathee Family as their representative and constituted attorney ("**ASK Representative**"), who shall act for and on behalf of each member of the Shareholder Group, including ASK, under this Agreement and the Transaction Documents in respect of any right, action or waiver to be exercised by any member of the Shareholder Group. The ASK Representative shall also do or carry out or to refrain from carrying out any act or to do anything including without limitation signing, issuing and dispatching any further documents, filings, certificates, acknowledgements, *etc.*, as may be required on behalf of the members of the ASK Shareholder Group as contemplated under the Transaction Document, and any such act or thing or omission done by the ASK Representative pursuant to this Clause 29.1 shall be fully binding upon the members of the Shareholder Group and the Fras-le and the Company shall be entitled to place full reliance on such act or thing or omission of the ASK

Representative. Similarly, Fras-le hereby irrevocably appoints, and shall ensure that each of its Affiliates who hold Equity Shares in the Company appoint the an individual chosen by Fras-le as their representative and constituted attorney ("Fras-le Representative"), who shall act for and on behalf of Fras-le and each Affiliate(s) of Fras-le who holds Equity Shares of the Company pursuant to this Agreement and the Transaction Documents in respect of any right, action or waiver to be exercised by Fras-le any such Affiliate(s) of Fras-le. The Fras-le Representative shall also do or carry out or to refrain from carrying out any act or to do anything including without limitation signing, issuing and dispatching any further documents, filings, certificates, acknowledgements, *etc.*, as may be required on behalf of Fras-le or such Affiliate(s) as contemplated under the Transaction Document, and any such act or thing or omission done by the Fras-le Representative pursuant to this Clause shall be fully binding upon Fras-le and such Affiliate(s) and ASK and the Company shall be entitled to place full reliance on such act or thing or omission of the Fras-le Representative.

29.2. Entire Agreement

The Parties acknowledge and agree that this Agreement together with the other Transaction Documents constitute the entire agreement and understanding between the Parties concerning their subject matter hereof and supersedes any prior agreements or understandings concerning this subject matter, including the Term Sheet dated 16<sup>th</sup> September, 2017.

29.3. Further Assurances

Each of the Parties shall, at all times, act in good faith in the discharge of their obligations under this Agreement and not do anything which would constitute a contravention of its terms. Each Party shall do all such acts, deeds and things and execute all such deeds, documents and writings as may be necessary for the consummation of the Transactions in the manner contemplated hereunder.

29.4. No Partnership

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership or association of persons between the Parties, and no Party shall hold himself/ itself out as an agent for the other Parties.

29.5. Time

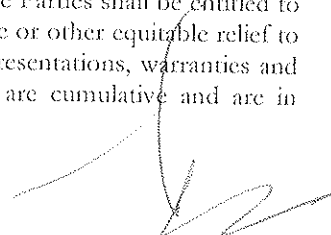
Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties, failing which, time shall be of the essence.

29.6. Counterparts

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person, *provided that*, nothing contained in this Clause be applicable to the manner in which Notices are required to be given under Clause 27.

29.7. Specific Performance

The Parties agree that damages may not be an adequate remedy and the Parties shall be entitled to an injunction, restraining order, right for recovery, specific performance or other equitable relief to restrain any breach or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in





addition to any other rights and remedies that the Parties may have at law or in equity, including without limitation a right for damages.

29.8. Amendments

No amendments of this Agreement shall be binding on any Party unless such amendment is in writing and signed by each Party.

29.9. Assignment

Subject to the provisions of this Agreement, this Agreement is personal to the Parties and shall not be capable of assignment, except with the prior written consent of the other Parties. Notwithstanding the foregoing, it is expressly agreed between the Parties that subject to Applicable Laws, (i) Fras-le shall be entitled to assign this Agreement (either in whole or in part) or any rights or obligations hereunder, in favour of one or more their Affiliates. It being clarified that the Fras-le License Agreement and the Fras-le Trademark Agreement shall not automatically terminate upon any such assignment by Fras-le, and Fras-le shall continue to be liable for its obligations prior to such assignment; and (b) ASK shall be entitled to assign this Agreement (either in whole or in part) or any rights or obligations hereunder, in favour of one or more their Affiliates. It being clarified that the ASK License Agreement and the ASK Trademark Agreement shall not automatically terminate upon any such assignment by ASK, and ASK shall continue to be liable for its obligations prior to such assignment.

29.10. Waiver

The rights of the parties under this Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party. Failure of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce every provision. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by a duly authorised representative of the waiving Party.

29.11. Severability

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, unenforceable or prohibited to any extent by Applicable Law, this Agreement shall be considered severable as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the other(s), and the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid, enforceable and binding and of like effect to the fullest extent permitted by Applicable Law. In the event any provision of this Agreement is held to be invalid or unenforceable, the Parties shall mutually discuss to arrive at a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

29.12. Expenses, etc.

Each Party shall bear its respective fees, costs and expenses incurred in connection with the preparation, execution and performance of this Agreement. All expenses in relation to incorporation of the Company shall be borne by the Company and the Company shall reimburse ASK for any pre-incorporation expense incurred on behalf of the Company including any costs for obtaining Insurance or Transferring or obtaining Licenses pursuant this Agreement. With respect to costs and expenses for the Transfer of the Target Assets (including Inventory), the same shall be mutually agreed and shall be borne by the Company (in addition to GST, shall be added to the invoice raised by ASK and shall be borne by the Company). The Company shall also pay any stamp

duty or registration charges or other expenses in connection with the Lease Agreement or any other Transaction Documents to which the Company is a Party (unless other agreed in the relevant Transaction Document).


*[Remainder of this page intentionally left blank]*



IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

Signed and delivered for and on behalf of  
ASK AUTOMOTIVE PRIVATE LIMITED


Signed and delivered for and on behalf of  
FRAS-LE S.A.

  
Name : Guldeep Singh Arthee  
Title : CMO


  
Name : Sergio Carvalho  
Title : Directors


  
Paulo Gomes

  
Witness: Yogesh Choudhary

  
Witness: David Abramo Randon

Signed and delivered for and on behalf of the  
ASK FRICTION PRIVATE LIMITED

  
Name : Aman Arthee  
Title : Director

  
Witness: Yogesh Choudhary

The signatories of Fras-le S.A. hereby authorize Gustavo Souto Polese to initial the Annexures of this Agreement.

Gustavo Souto Polese Initial:





**ANNEXURE 1**

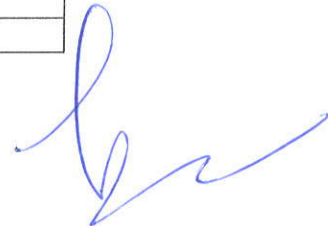
**PART A: DETAILS OF SHAREHOLDING PATTERN OF THE COMPANY ON  
EXECUTION OF THIS AGREEMENT**

No.	Party	No. Equity Shares	Percentage
1.	ASK	9,999	99.99%
2.	MR. K.S. Rathee	1	0.01%
TOTAL		10,000	100%

**PART B: DETAILS OF SHAREHOLDING PATTERN OF THE COMPANY ON AND  
FROM CLOSING DATE**

No.	Party	Percentage
1.	Fras-le	51%
2.	ASK	49%
TOTAL		100%

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**ANNEXURE 1**

**PART A: DETAILS OF SHAREHOLDING PATTERN OF THE COMPANY ON  
EXECUTION OF THIS AGREEMENT**

No.	Party	No. Equity Shares	Percentage
1.	ASK	9,999	99.99%
2.	MR. K.S. Rathee	1	0.01%
TOTAL		10,000	100%

**PART B: DETAILS OF SHAREHOLDING PATTERN OF THE COMPANY ON AND  
FROM CLOSING DATE**

No.	Party	Percentage
1.	Fras-le	51%
2.	ASK	49%
TOTAL		100%

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**ANNEXURE 2**

**LIST OF TARGET ASSETS**

<b>FAR SUMMARY</b>					
<b>Particulars</b>	<b>Reference</b>	<b>Cost Price INR Crores</b>	<b>Cost Price K US\$</b>	<b>EPCG Liability (INR in crores)</b>	<b>EPCG Export Obligati on(INR in crores)</b>
Machine	Part A	21.94	33,74,781	2.04	12.25
Utility	Part B	7.22	11,10,222		
Lab	Part C	0.33	50,913		
<b>Total</b>		<b>29.48</b>	<b>45,35,915</b>	<b>2.04</b>	<b>12.25</b>
Dies	Part D	5.52	8,48,462		
ECE R90 charges		1.44	2,21,538		
Dyno <i>[In Case Dyno is purchased in ASK before JV. Other-wise direct JV can purchase and take EPCG obligation.]</i>		9.00	13,84,615	2.43	14.58
<b>G Total</b>		<b>45.44</b>	<b>69,90,531</b>	<b>4.47</b>	<b>26.83</b>

**Notes:**

1. In addition Trolleys, Bins, Racks and other such items will be valued based on actual physical count.
- EPCG is Export Promotion Capital Goods (An export promotion scheme from the govt. wherein import duties are waived off against an obligation for export).
- EPCG liability is to be paid with interest & penalty in case export obligation is not met in the defined timeline.
- 1 USD = INR 65

**PART A - LIST OF MACHINERY**

1 USD = INR 65

219,360,741

3,374,781

<b>Asset</b>	<b>Asset description</b>	<b>Current APC</b>	<b>US\$</b>
1301001771	ERLMANN PRODUCTION LINE	7,50,15,059	11,54,078
1301001762	PRESS 600 TON INCR. HEIGHT CV PAD	53,21,879	81,875
1301001848	PRESS 600 TON INCR. HEIGHT CV PAD	52,14,750	80,227
1301001952	HYD. PRESS 600 T (DOUBLE DAY LIGHT)	48,37,190	74,418
1301001953	HYD. PRESS 600 T (DOUBLE DAY LIGHT)	48,37,189	74,418
1301000924	HYDRAULIC PRESS 600 TON DOUBLE DAY LIGHT	48,14,884	74,075
1301000882	HYDRAULIC PRESS 600 TON DOUBLE DAY LIGHT	45,64,761	70,227



Asset	Asset description	Current APC	US\$
1301000897	HYDRAULIC PRESS 600 TON DOUBLE DAY LIGHT	45,13,876	69,444
1301000804	HYDRAULIC PRESS 600 TON DOUBLE DAY LIGHT FOR 24 Pc	44,63,896	68,675
1301001786	HYD. PRESS 600 T (DOUBLE DAY LIGHT)	43,96,750	67,642
1301001842	HYD. PRESS 600 T (DOUBLE DAY LIGHT)	43,96,750	67,642
1301001843	HYD. PRESS 600 T (DOUBLE DAY LIGHT)	43,96,750	67,642
1301001844	HYD. PRESS 600 T (DOUBLE DAY LIGHT)	43,96,750	67,642
1301000807	POWDER COATING UNIT	43,48,541	66,901
1301000925	MULTI DISC PAD GRINDER MACHINE	39,98,300	61,512
1301001871	MULTI DRILLING MACHINE	35,27,625	54,271
1301001809	COATING M/C "GL01"	24,05,937	37,014
1301000832	MULTY DRILLING MACHINE	30,28,677	46,595
1301000809	SYNCO GRIT BLASTING MACHINE /SSB-250100120-SPL	26,28,935	40,445
1301000829	AUTO SLITTING MACHINE	25,60,425	39,391
1301001564	" HYDRAULIC PRESS 18"" (35O-TON), , "	24,63,250	37,896
1301001563	" HYDRAULIC PRESS 18"" (35O-TON), , "	24,62,902	37,891
1301000869	AUTOMATIC WEAR CUTTING DRILL TYPE (WIDTH SIDE)	16,38,130	25,202
1301001778	AUTOMATION SYSTEM FOR PAINT B/L	15,42,750	23,735
1301000923	PREFORMING PRESS 10" (100 TON) DOWN STROKE	14,40,050	22,155
1301001766	PREFORMING PRESS DOWN STRK (100T)	14,31,500	22,023
1301001769	PREFORMING PRESS DOWN STRK (100T)	14,31,500	22,023
1301000802	BATCH OVEN	14,24,880	21,921
1301000825	AUTO OD GRINDING MACHINE	13,84,056	21,293
1301001789	AUTO OD GRINDING M/C	13,80,375	21,237
1301000834	WEAR INDICATOR MACHINE	12,82,925	19,737
1301000816	PLOUGH SHEAR MIXER MACHINE	12,35,022	19,000
1301000830	AUTO ID GRINDING MACHINE	11,80,644	18,164
1301001816	LD GRINDER (C.V. B/L PRESS 600 T)	11,75,875	18,090
1301000904	AUTO TAPER & STATE INSIDE GRINDING MACHINE (MANUA	11,53,838	17,751
1301000828	BOTH SIDE CHAMFER GRINDING MACHINE	11,30,316	17,389
1301001849	CHAMFER (C.V. B/L PRESS 600 T)	11,24,750	17,304
1301000870	GRINDER (MANUAL)	10,75,771	16,550
1305001074	MS RACK	7,30,541	11,239
1301001765	SHOT BLASTING MACHINE - CONT. TYPE DPB	7,20,000	11,077
1301000891	MIXER (SMALL 10 KGS.)	5,41,063	8,324
1301001594	"COUNTER BALANCER STACKER (VLCB12 - HVM2750)/CAP.	5,11,935	7,876
1305000307	MATERIAL HANDLING STACKER	5,11,434	7,868
1301000832	MULTY DRILLING MACHINE Spindle	4,09,000	6,292
1301001871	SPINDLE FOR B/L DRILLING MACHINE	4,09,000	6,292
1301001871	SPINDLE FOR B/L DRILLING MACHINE	4,09,000	6,292
1301001873	EOT CRANE1 TN-SINGLE GIRDER UNDER SLUNG	3,19,650	4,918
1301001777	DRYING OVEN CV PAD	3,10,000	4,769
1301001781	TAMPO PRINTER SIC-60M/C	2,46,400	3,791
1301001791	OVEN (FOR DIES PREHEATING)	2,34,000	3,600
1301000924	POWER PACK TOP STAND - 600TON	2,04,500	3,146



Asset	Asset description	Current APC	US\$
	HYD.PRESS		
1301001762	POWER PACK TOP STAND - 600TON HYD.PRESS	2,04,500	3,146
1301001786	POWER PACK TOP STAND - 600TON HYD.PRESS	2,04,500	3,146
1301001842	POWER PACK TOP STAND - 600TON HYD.PRESS	2,04,500	3,146
1301001843	POWER PACK TOP STAND - 600TON HYD.PRESS	2,04,500	3,146
1301001844	POWER PACK TOP STAND - 600TON HYD.PRESS	2,04,500	3,146
1301001848	POWER PACK TOP STAND - 600TON HYD.PRESS	2,04,500	3,146
1301000911	CURING OVEN WITH BOTH SIDE FAN & THERMIC HEATING	1,82,700	2,811
1301000926	CURING OVEN WITH BOTH SIDE FAN & THERMIC HEATING	1,82,700	2,811
1301001790	SEMI ELECTRIC STACKER	1,52,400	2,345
1305000308	SEMI ELECTRIC HAND STACKER	1,50,570	2,316
1306000338	SLIP GAUGE ( 112 NOS )	1,35,175	2,080
1306001495	DRILLING JIG - MP/31 (19486)	1,32,925	2,045
1306000343	COATING THICKNESS GAUGE (DFT METER) BASIC MODEL FE	1,01,000	1,554
1301001763	SHRINK TUNNEL MACHINE	1,00,400	1,545
1301000871	DRILL MACHINE 3/4" (GEAR TYPE)	79,230	1,219
1301000895	HYDRO PNEUMATIC PRESS 4TON 2 PILLAR MODEL:21P4A-10	79,033	1,216
1306001514	" AUTO GRINDING FIXTURE (REF. NO. SY/23), "	77,505	1,192
1306000517	AUTO GRINDING FIXTURE - AL/TP/SM/R/F	77,161	1,187
1306000518	AUTO GRINDING FIXTURE (BC/37)	77,122	1,186
1306000525	AUTO GRINDING FIXTURE (MP/36)	77,110	1,186
1306000510	AUTO GRINDING FIXTURE (4515 ANCHOR)	76,688	1,180
1306000509	AUTO GRINDING FIXTURE (4515 CAM)	76,688	1,180
1306001624	AUTO GRINDING FIXTURE (REF. NO. RW/29)	76,688	1,180
1306001603	AUTO GRINDING FIXTURE (REF. NO. SJ/28/1)	76,688	1,180
1306001604	AUTO GRINDING FIXTURE (REF. NO. SJ/29/1)	76,688	1,180
1306001607	AUTO GRINDING FIXTURE (REF. NO. SV/41)	76,688	1,180
1306001623	AUTO GRINDING FIXTURE (REF. NO. VL/88)	76,688	1,180
1306001610	AUTO OD TAPER GRINDNG FIXTURE TATA PRIMA	76,688	1,180
1306001595	GRINDING FIXTURE -19370 OD AUTO	76,688	1,180
1306000502	AUTO GRINDING FIXTURE - TATA 1510 RR. & FR. (TTS/2	76,685	1,180
1306000365	LINER CHECKING GAUGE	73,863	1,136
1306001481	" GRINDING FIXTURE (4707 CAM), , GRINDING FIXTURE	73,620	1,133
1306001601	OD AUTO GRINDING FIXTURE -MB/75/1	71,575	1,101
1301000924	CHILLER AC FOR HYDRULIC PRESS 600 TON	69,530	1,070
1301001762	CHILLER AC FOR HYDRULIC PRESS 600 TON	69,530	1,070
1301001786	CHILLER AC FOR HYDRULIC PRESS 600 TON	69,530	1,070
1301001842	CHILLER AC FOR HYDRULIC PRESS 600 TON	69,530	1,070



Asset	Asset description	Current APC	US\$
1301001843	CHILLER AC FOR HYDRULIC PRESS 600 TON	69,530	1,070
1301001844	CHILLER AC FOR HYDRULIC PRESS 600 TON	69,530	1,070
1301001848	CHILLER AC FOR HYDRULIC PRESS 600 TON	69,530	1,070
1306000504	DRILLING JIG - TATA 1510 FRONT (DRILL M/C)	67,173	1,033
1306000503	DRILLING JIG Fixture - TATA 1510 REAR (DRILL M/C)	67,173	1,033
1306000515	DRILLING JIG - AL/TP/SM/1 (DRILL M/C)	66,873	1,029
1306000516	DRILLING JIG - AL/TP/SM/2 (DRILL M/C)	66,873	1,029
1305000314	ELECTRONIC WEIGHING SCALE CAP.-3KG	66,631	1,025
1305000315	ELECTRONIC WEIGHING SCALE CAP.-3KG	66,631	1,025
1306000508	AUTO DRILLING JIG (4515 ANCHOR)	66,463	1,023
1306000507	AUTO DRILLING JIG (4515 CAM)	66,463	1,023
1306000501	DRILLING JIG - BC/36 (19032)	66,463	1,023
1306000500	DRILLING JIG - BC/37 (19094)	66,463	1,023
1306001498	DRILLING JIG - MP/36 (19488)	66,462	1,022
1301001907	DRILL M/C-3/4"GEAR TYPE MACHLESS	59,700	918
1301000855	DIAMOND WHEEL (DRUM TYPE)	59,160	910
1306001480	" BRAKE LINING JIG & CHECKING (19384), , TAPER GRI	57,260	881
1301001583	" DRILL MACHINE 3/4"" (GEAR TYPE) "	57,000	877
1301000928	DRILL MACHINE 3/4" (GEAR TYPE)	57,000	877
1306000353	DIGITAL MICROMETER 0.01MM ( 0~25MM )	56,977	877
1301001765	HI PR,BLOWER IMPELLER S/BLAST- 3HP2800RPM	55,000	846
1305000306	VACCUM CLEANER (WET & DRY) / ZW 35 SSC	55,000	846
1306001483	" BRAKE LINING JIG & CHECKING (19579), , TAPER GRI	53,170	818
1306001503	" ALUMINIUM SLITTING FIXTURE (RN/101/1), "	51,636	794
1306000340	DIGITAL VERNIER CALIPER 0.01MM ( 0~300MM )	51,600	794
1301000899	DRILL MACHINE 3/4" (DSG20)	50,252	773
1301001591	" SEMI AUTOMATIC STRAPPING MACHINE MODEL:316H, "	49,500	762
1301000909	DRILL MACHINE 3/4" (DSG20)	49,436	761
1306001486	DRILLING JIG & CHECKING (15150)	47,035	724
1306000341	DIGITAL HEIGHT GAUGE 0.01MM ( 0~300MM )	46,500	715
1306000347	DIGITAL HEIGHT GAUGE 0.01MM ( 0~300MM )	46,500	715
1301000919	SEMI AUTOMATIC STRAPPING MACHINE MODEL:316H	45,980	707
1306001479	Gauges	42,000	646
1301000880	HYDRO PNEUMATIC PRESS 4TON 2 PILLAR	41,935	645
1306000339	VERNIER CALIPER 0.01MM ( 0~150MM )	41,457	638
1301001779	HYDRO PNEU M/C4T,2 PILLERMOD-21P4A100- 6	41,215	634
1301001840	HYDRO PNEU M/C4T,2 PILLERMOD-21P4A100- 6	41,215	634
1301001841	HYDRO PNEU M/C4T,2 PILLERMOD-21P4A100- 6	41,215	634
1301001870	HYDRO PNEU M/C4T,2 PILLERMOD-21P4A100- 6	41,215	634



Asset	Asset description	Current APC	US\$
1306001509	BRAKE LINING JIG & CHECKING GAUGE (TRACTOR LIININ	40,900	629
1301000907	RUBBER ROALLA FOR SLITTING MACHINE (ST/19)	38,855	598
1301001826	PNEUMATIC (PP&PET) STRAPPING M/C	38,264	589
1301000903	HYDRO PNEUMATIC PRESS 4TON 2 PILLAR MODEL:21P4A-10	37,477	577
1306001482	" BRAKE LINING JIG & CHECKING (19581), , CHECKING	34,765	535
1306001493	BRAKE LINING JIG & CHECKING GAUGE	34,765	535
1306001485	" DRILLING FIXTURE & CHECKING GAUGE (4718), , DRIL	34,765	535
1306000540	SPACER FOR SV/27 (ALUM.)	32,720	503
1306000346	MAGNETIC ' V ' BLOCK 4"	31,581	486
1305000303	HAND PALLET TRUCK	31,500	485
1301001923	DRILL M/C-3/4"GEAR TYPE MACHLESS	31,000	477
1306001598	GRINDING STOPPER FIX. 4718 CAM OD AUTO	30,675	472
1306001599	GRINDING STOPPER FIX.4718 ANCHOR OD AUTO	30,675	472
1306001596	GRINDING STOPPER FIXTURE RW/1 OD AUTO	30,675	472
1306001597	GRINDING STOPPER FIXTURE RW/2 OD AUTO	30,675	472
1306001600	GRINDING STOPR FIX.AL/TP/SM/10&11OD AUTO	30,675	472
1301001905	WEIGHING BALANCE0~1000 KG	29,880	460
1301001782	DRILL M/C-3/4"GEAR TYPE MACHLESS	28,800	443
1301001810	DRILL M/C-3/4"GEAR TYPE MACHLESS	28,800	443
1301000906	ALUMINIUM SPACER (ST/19)	28,630	440
1301000890	RUBBER ROLLER FOR SLITTING MACHINE (R/95 MM)	28,630	440
1306000541	SPACER FOR SV/42 (ALUM.)	27,608	425
1301000819	DRILL MACHINE 1/2"	26,434	407
1305000302	ELECTRONIC WEIGHING SCALE	25,000	385
1306000368	CHECKING RADIUS GAUGE DRUM (BC/37)	24,680	380
1306000367	CHECKING RADIUS GAUGE DRUM (MP/31)	24,680	380
1306000366	CHECKING RADIUS GAUGE DRUM (MP/32)	24,680	380
1306000369	CHECKING RADIUS GAUGE DRUM (MP/36)	24,680	380
1306000359	LINER CHECKING GAUGE - 4515 CAM & ANCHOR	24,665	379
1306000358	LINER CHECKING GAUGE - AL/TP/SM/R/F	24,665	379
1306000357	LINER CHECKING GAUGE - TATA 1510 R/F	24,665	379
1306001508	" WEAR INDICATOR DRUM (19384) REF. CW/41, "	24,540	378
1306001506	" WEAR INDICATOR FIXTURE (DRUM) REF :- SV/41 & 42,	24,540	378
1306000539	ALUMINIUM SPACER FOR FU/4&5	24,540	378
1306000376	CHECKING RADIUS GAUGE DRUM (BC/36)	24,540	378
1306000390	CHECKING RADIUS GAUGE DRUM (VL/86)	24,540	378
1306000389	CHECKING RADIUS GAUGE DRUM (VL/87)	24,540	378
1306000387	CHECKING RADIUS GAUGE DRUM (VL/88)	24,540	378
1306000388	CHECKING RADIUS GAUGE DRUM (VL/89)	24,540	378



Asset	Asset description	Current APC	US\$
1306000395	DRILLING CHECKING DRUM - FU/4/5	24,540	378
1306000397	DRILLING CHECKING DRUM - SV/27	24,540	378
1306000396	DRILLING CHECKING DRUM - SV/41/42	24,540	378
1306000438	RADIUS CHECKING DRUM - VL/74/75	24,540	378
1306000532	RADIUS CHECKING DRUM (BC/80/1)	24,540	378
1306000537	RADIUS CHECKING DRUM (SY/24)	24,540	378
1306000394	RADIUS CHECKING DRUM (TATA 407)	24,540	378
1306000417	ROUND RADIUS CHECKING GAUGE (MB/51)	24,540	378
1306000427	ROUND RADIUS CHECKING GAUGE (DAF - 20/21)	24,540	378
1306000472	ROUND RADIUS CHECKING GAUGE (MB/60)	24,540	378
1306000473	ROUND RADIUS CHECKING GAUGE (RN/100)	24,540	378
1306000474	ROUND RADIUS CHECKING GAUGE (VL/76/77)	24,540	378
1306000416	ROUND RADIUS CHECKING GAUGE /AL/TP/SM/10&11	24,540	378
1306000428	ROUND RADIUS CHECKING GAUGE/AL/TP/SM/7&8	24,540	378
1306000349	CHECKING RADIUS GAUGE DRUM - AL/TP/SM/2&1 (RR & FR	24,530	377
1306000348	CHECKING RADIUS GAUGE DRUM - 1510 RR & FR	24,529	377
1301001792	HYDRAULIC PALLET TRUCK (PT 2500)	24,200	372
1306001496	BRAKE LINING JIG & CHECKING (SJ/28/29)	23,518	362
1306001512	ALUMINIUM FIXTURE FOR SLITTING MACHINE (REF.-1160	23,004	354
1301001760	SEALING MACHINE FOR PACKING	23,000	354
1301000868	TAPER DIAMOND WHEEL 11 DEG	22,897	352
1305000313	ELECTRONIC WEIGHING SCALE - 1000 KGS. /ACCURACY 10	22,500	346
1305001082	I.D GRINDING DIAMOND WHEEL(115X300X40) 3	22,440	345
1306001606	BENCH CENTRE 500X200MM500X200 MM	22,000	338
1301000856	TAPER DIAMOND WHEEL 70 DEG.	21,472	330
1306000456	DIGIMATIC THICKNESS GAUGE	20,828	320
1306001501	DRILLING JIG & CHECKING GAUGE (RN/101/1)	20,450	315
1305001083	I.D GRINDING DIAMOND WHEEL(95X300X40) 30	19,380	298
1305001084	I.D GRINDING DIAMOND WHEEL(95X300X40) 30	19,380	298
1306000364	TAPER GRINDING FIXTURE (TATA 909)	18,486	284
1306000363	TAPER GRINDING FIXTURE MANUAL (TATA 1109)	18,486	284
1306001477	" BRAKE LINING CHECKING 19365/19366,, BRAKE LININ	18,405	283
1306001617	AUTO GRINDING FIXTURE (REF. NO. SV/41)	18,405	283
1306001611	B/L CENTER HOLE FIXTURE - AL/49	18,405	283
1306001492	BRAKE LINING CHECKING GAUGE (FU/4&5)	18,405	283
1306000398	BRAKE LINING JIG & CHECKING	18,405	283
1306001487	GRINDING FIXTURE (RW/28/29)	18,405	283
1306000412	MANUAL TAPER GRINDING FIXTURE -	18,405	283



Asset	Asset description	Current APC	US\$
	AL/TP/SM/7&8		
1306000413	MANUAL TAPER GRINDING FIXTURE - AL/TP/SM/10&11	18,405	283
1306000399	MANUAL TAPER GRINDING FIXTURE - BC/80	18,405	283
1306000414	MANUAL TAPER GRINDING FIXTURE - DAF/20	18,405	283
1306000415	MANUAL TAPER GRINDING FIXTURE - DAF/21	18,405	283
1306000384	MANUAL TAPER GRINDING FIXTURE (BC/37)	18,405	283
1306000385	MANUAL TAPER GRINDING FIXTURE (MP/36)	18,405	283
1306000386	MANUAL TAPER GRINDING FIXTURE (VL/89)	18,405	283
1306001629	TAPER GRIND FIX. MANUAL B/L-19010&19064	18,405	283
1306001630	TAPER GRIND FIX. MANUAL B/L-19011&19063	18,405	283
1306000425	TAPER GRINDING FIXTURE - FU/4 (MANUAL)	18,405	283
1306000426	TAPER GRINDING FIXTURE - FU/5 (MANUAL)	18,405	283
1306000442	TAPER GRINDING FIXTURE MANUAL - VL/77/1	18,405	283
1306000439	TAPER GRINDING FIXTURE MANUAL - VL/74//1	18,405	283
1306000440	TAPER GRINDING FIXTURE MANUAL - VL/75/1	18,405	283
1306000441	TAPER GRINDING FIXTURE MANUAL - VL/76/1	18,405	283
1306001608	TAPER GRINDING FIXTURE MANUAL ASKBL1007	18,405	283
1306001614	TAPER GRINDING FIXTURE-19515	18,405	283
1306001615	TAPER GRINDING FIXTURE-19516	18,405	283
1306000462	DIGIMATIC MICROMETER BALL TYPE 0-25 MM (MODEL 395-	18,376	283
1306001602	CV PAD M/C BASE PLATE CUM FIXTURE	17,500	269
1306000534	B/L JIG & CHECKING (SV/41)	16,360	252
1306000533	B/L JIG & CHECKING (SV/42)	16,360	252
1306001494	BRAKE LINING JIG & CHECKING (4718 ANC.)	16,360	252
1306000448	RADIUS CHECKING DRUM - FC/150/L REAR	16,360	252
1306001609	WEAR INDICATOR FIXTURE ASKBL1007	16,360	252
1306001566	ID RUBBER ROLLA	15,338	236
1306000530	BRAKE LINING JIG, (MP/31,MP/32,MP/36)	15,338	236
1306001515	" DRILLING JIG & CHECKING GAUGE (RN/101/1), "	15,338	236
1306001516	" BRAKE LINING JIG & CHECKING GAUGE (VL/88/2 - 190	14,315	220
1306000484	BRAKE LINING JIG & CHECKING (RW/28/1)	14,315	220
1306000485	BRAKE LINING JIG & CHECKING (RW/29/1)	14,315	220
1306000498	BRAKE LINING JIG (4707 CAM & ANC.)	14,315	220
1306001502	CHECKING FIXTURE (12 HOLE) REF. 4515	14,315	220
1306001497	DRILLING JIG & CHECKING GAUGE (VL/87/2)	14,315	220
1301000887	ROTARY VIBRATOR (1400 RPM)	14,000	215
1305001085	I.D GRINDING DIAMOND WHEEL(68X300X40) 30	13,770	212
1301001906	SEALING MACHINE 500F WIDTH 1.6MM-20	13,500	208
1306001612	B/L DRILLING JIG - WVA 19049	13,293	205
1306000342	SHEARING FIXTURE PILLAR SET	12,950	199



Asset	Asset description	Current APC	US\$
1306000351	BEVEL PROTECTOR (0 - 360 DEG.) /MODEL NO. 187-901	12,700	195
1308000122	ORBITAL GRINDER	12,600	194
1306000380	BRAKE LINING JIG & CHECKING (VL/86)	12,312	189
1306000382	BRAKE LINING JIG & CHECKING (VL/87)	12,312	189
1306000383	BRAKE LINING JIG & CHECKING (VL/88)	12,312	189
1306000381	BRAKE LINING JIG & CHECKING (VL/89)	12,312	189
1306000362	JIG & CHECKING GAUGE (TATA 1109)	12,297	189
1306000360	JIG & CHECKING GAUGE (TATA 709)	12,297	189
1306000361	JIG & CHECKING GAUGE (TATA 909)	12,297	189
1306000536	B/L JIG & CHECKING (SV/24)	12,270	189
1306000535	B/L JIG & CHECKING (SV/27)	12,270	189
1306000475	BRAKE LINING JIG - ST/19/1	12,270	189
1306000418	BRAKE LINING JIG & CHECKING - AL/TP/SM/10&11	12,270	189
1306000447	BRAKE LINING JIG & CHECKING - FC/150/L REAR	12,270	189
1306000443	BRAKE LINING JIG & CHECKING - MARSHAL REAR	12,270	189
1306000436	BRAKE LINING JIG & CHECKING - VL/74/1	12,270	189
1306000476	BRAKE LINING JIG & CHK. (ST/19/1)	12,270	189
1306000477	BRAKE LINING JIG (4551)	12,270	189
1306001638	MOONCUTTING WEAR INDICATOR FIX.B/L 19071	12,270	189
1306001636	MOONCUTTING WEAR INDICATOR FIX.B/L 19393	12,270	189
1306000445	RADIUS CHECKING DRUM (MARSHAL)	12,270	189
1306001513	" ALUMINIUM FIXTURE FOR SLITTING MACHINE (REF.-115	12,269	189
1301000902	DRILL MACHINE 1/2" (DS13)	11,985	184
1306001489	SHEARING FIXTURE FOR C.V.PAD	11,500	177
1308000133	MANUAL SEALING MACHINE	11,250	173
1306001613	B/L DRILLING JIG - WVA 19199	11,248	173
1301001819	WEIGHING BALANCE0-3000 GMS	11,142	171
1301001820	WEIGHING BALANCE0-3000 GMS	11,142	171
1301001853	WEIGHING BALANCE0-3000 GMS	11,142	171
1301001821	WEIGHING BALANCE0-3000 GMS	11,118	171
1301001822	WEIGHING BALANCE0-3000 GMS	11,118	171
1301001823	WEIGHING BALANCE0-3000 GMS	11,118	171
1306000524	CENTER HOLE FIXTURE (AL/TP/SM/1)	10,736	165
1306000523	CENTER HOLE FIXTURE (AL/TP/SM/2)	10,736	165
1306000411	CENTRE HOLE FIXTURE - AL/TP/SM/7&8	10,736	165
1306000379	SENSOR HOLE FIXTURE (TATA 1109)	10,736	165
1306000521	SENSOR HOLE FIXTURE (TATA-709)	10,736	165
1306000522	SENSOR HOLE FIXTURE (TATA-909)	10,736	165
1306001616	AUTO GRINDING FIXTURE (REF. NO. SV/41)	10,230	157
1306000492	BRAKE LINING JIG (BC/36/1)	10,226	157
1306000531	B/L JIG & CHECKING (BC/80/1)	10,225	157
1306000419	BRAKE LINING JIG - DAF 20/21	10,225	157
1306000400	BRAKE LINING JIG & CHECKING - AL/AP/SM/7&8	10,225	157
1306000424	BRAKE LINING JIG & CHECKING -	10,225	157



Asset	Asset description	Current APC	US\$
	AL/TP/SM/7&8		
1306000446	BRAKE LINING JIG & CHECKING - FC/150/S FRONT	10,225	157
1306000444	BRAKE LINING JIG & CHECKING - MARSHAL FRONT	10,225	157
1306000423	BRAKE LINING JIG & CHECKING - MB/57	10,225	157
1306000422	BRAKE LINING JIG & CHECKING - RN/100	10,225	157
1306000437	BRAKE LINING JIG & CHECKING - VL/75/1	10,225	157
1306000421	BRAKE LINING JIG & CHEKING (MB/60)	10,225	157
1306000493	BRAKE LINING JIG (BC/37/1)	10,225	157
1306001504	CHECHING FIXTURE (TTS/1) REF. 1510 FR.	10,225	157
1306001618	SJ/28/29 INDICATOR FIXTURE	10,225	157
1306001619	SJ/28/29 INDICATOR FIXTURE	10,225	157
1306000337	PUSH PULL GAUGE	10,145	156
1306001517	" MICROMETER (25-50MM), , "	9,300	143
1305000305	ELECTRONIC WEIGHING SCALE	9,000	138
1301001818	ELECTRONIC WEIGHING SCALE - 300KG	8,500	131
1301001851	ELECTRONIC WEIGHING SCALE - 300KG	8,500	131
1306000499	BRAKE LINING CHECKING (4707 & ANC.)	7,158	110
1306000393	BRAKE LINING CHECKING GAUGE LONG (TATA 407)	7,158	110
1306000391	BRAKE LINING DRILLING JIG LONG (TATA 407)	7,158	110
1306000350	VERNIER CALIPER 0.01MM ( 0~150MM )	6,735	104
1305000304	ELECTRONIC WEIGHING SCALE	6,298	97
1306000478	BRAKE LINING CHEKING FIXTURE (4551)	6,135	94
1306000392	BRAKE LINING DRILLING JIG SMALL (TATA 407)	6,135	94
1306000352	PUPPY DIAL 0.001MM ( 0~0.1MM )	5,766	89
1306000420	BRAKE LINING CHECKING (DAF 20/21)	5,113	79
1306000496	BRAKE LINING JIG (MP/32/1)	5,113	79
1306000497	BRAKE LINING JIG (MP/32/2)	5,113	79
1306001507	" DRILLING JIG & CHECKING GAUGE (RN/104/1), "	5,113	79
1306000378	DRILLING CHECKING GAUGE (BC/36)	5,113	79
1306000520	DRILLING CHECKING GAUGE (BC/37)	5,113	79
1306000371	DRILLING CHECKING GAUGE (MP/31)	5,113	79
1306000373	DRILLING CHECKING GAUGE (MP/32)	5,113	79
1306000375	DRILLING CHECKING GAUGE (MP/36)	5,113	79
1306000529	DRILLING JIG - AL/TP/SM/1 (DRILL M/C)	5,113	79
1306000528	DRILLING JIG - AL/TP/SM/2 (DRILL M/C)	5,113	79
1306000527	DRILLING JIG - TATA 1510 FRONT (DRILL M/C)	5,113	79
1306000526	DRILLING JIG - TATA 1510 REAR (DRILL M/C)	5,113	79
1306000377	DRILLING JIG MANUAL (BC/36)	5,113	79
1306000519	DRILLING JIG MANUAL (BC/37)	5,113	79
1306000370	DRILLING JIG MANUAL (MP/31)	5,113	79
1306000372	DRILLING JIG MANUAL (MP/32)	5,113	79
1306000374	DRILLING JIG MANUAL (MP/36)	5,113	79
1306000494	BRAKE LINING JIG (MP/31/1)	5,112	79
1306000495	BRAKE LINING JIG (MP/31/2)	5,112	79
1306000490	BRAKE LINING JIG (MP/36/1)	5,112	79



Asset	Asset description	Current APC	US\$
1306000491	BRAKE LINING JIG (MP/36/2)	5,112	79
1308000121	ORBITAL GRINDER	4,200	65
1308000032	SPINDLE FOR MULTI DRILLING MACHINE	4,000	62
1308000124	LAMINATION MACHINE	3,842	59
1301000874	PLANT & MACHINERY	0	0
1301000888	AUTO BAG FILLING M/C	16,41,550	25,255
1301000894	MIX TROLLEY LIFTING UNIT	7,24,300	11,143
1301000905	SLITTING MACHINE FOR SINGLE PIECE CUTTING (MANUAL)	6,68,150	10,279
1301001901	SHOT BLASTING MACHINE CHAMBER,	5,00,000	7,692
1306001546	METALLURGICAL MICROSCOPE	2,18,000	3,354
1301001776	CURING OVEN -HCV	1,62,600	2,502
1301000824	MANUAL HORIZONTAL PRECISION SURFACE GRINDER 10" X	1,01,500	1,562
1301000818	SHRINK TUNNEL MACHINE	94,340	1,451
1301000893	PLOUGH SHEAR MIXER MACHINE	14,70,231	22,619
1301000803	DEGREASING UNIT FOR 50K NOS PER DAY	1,38,41,788	2,12,951
1301000801	AUTO BATCHING SYSTEM	50,18,094	77,201

**Machinery In Respect Of Which There Would Be Export Liabilities:**

No.	Licence No.	Date	Machine Name	Qty	Duty Saved INR Lacs	Export Obligation INR Lacs	Export Obligation USD	Expiry Date	FAR Asset Code	FAR Name	APC INR
1	0530 1684 66	1-Sep-16	CEMENTING MACHINE & COATING MACHINE	2	8.15	48.90	71761	31-Aug-22	130100 1809	COATING M/C "GL01"	24,05,937
2	0530 1694 90	18-Jan-17	ERLMAN PRODUCTION LINE	1	195.96	1175.76	1712712	17-Jan-23	130100 1771	ERLMAN PRODUCTION LINE	7,50,15,059
			TOTAL		204.11	1224.66					

**PART B – UTILITIES**

1 USD = INR 65

Asset	Asset description	Current APC	US\$
1303000325	ELECTRIC INSTALLATION	98,03,421	1,50,822
1301000799	DG SET KTA-38-G5	65,49,106	1,00,755
1303000329	MAIN LT PANEL (WITH 700 KVAR CAPACITOR BANK)	51,30,000	78,923



Asset	Asset description	Current APC	US\$
1303000328	INDEPENDENT FEEDAR	43,81,441	67,407
1304000220	PIPE LINE	38,82,931	59,737
1303000324	TRANSFORMER 2500KVA OLTC	27,06,500	41,638
1304000216	AIR COMPRESSOR	12,53,244	19,281
1601000202	OFFICE (1st FLOOR)	23,73,358	36,513
1304000227	FIRE EXTINGUISHER SYSTEM	22,38,007	34,431
1301000810	THERMIC FLUID HEATER TPDi-06/6 LAC KCAL	16,15,934	24,861
1303000336	ELECTRIC INSTALLATION	11,62,973	17,892
1601000191	FURNITURE & FIXTURE	11,56,215	17,788
1304000218	FREIGHT ELEVATOR (LIFT)	11,33,764	17,443
1304000219	FREIGHT ELEVATOR (LIFT)	11,33,764	17,443
1302000031	SEWAGE TREATMENT PLANT	10,79,637	16,610
1303000333	DISC BREAK PAD AREA PANEL	9,99,000	15,369
1303000326	VACCUM CIRCUIT BREAKER/AS INCOMER FOR HSEB	9,00,000	13,846
1302000030	RO WATER PLANT	8,44,359	12,990
1302000027	DUST EXTRACTION & COLLECTION SYSTEM CAP: 14000 CMH	8,24,548	12,685
1302000028	DUST EXTRACTION & COLLECTION SYSTEM CAP: 14000 CMH	8,24,548	12,685
1302000029	EFFLUENT TREATMENT PLANT	7,95,715	12,242
1303001019	ABT METER	7,30,000	11,231
1601000197	ALUMINIUM PARTITION	7,16,207	11,019
1303000332	MAIN ACB PANEL (INDOOR TYPE)	6,90,000	10,615
1303000327	VACCUM CIRCUIT BREAKER/AS INCOMER FOR HSEB	6,75,000	10,385
1301001812	DUST EXTRACTION & COLLECT. SYS.- 25000CMH	6,74,813	10,382
1301001813	DUST EXTRACTION & COLLECT. SYS.- 25000CMH	6,44,212	9,911
1301000889	Machine RTR'100MM	5,78,336	8,897
1304000222	PIPE LINE	5,73,060	8,816
1301000813	COMPRESSED AIR DRYER	5,26,010	8,092
1301000875	CONVENTIONAL LATHE MACHINE SC 200 X 1000 WITH THRE	5,25,525	8,085
1304000223	AIR COMPRESSOR (CAP. 212 CFM)	5,15,455	7,930
1301001581	MANUAL RAMP ON WHEELS (CAP. 5 TONS)	5,06,250	7,788
1303000338	ELECTRIC INSTALLATION	4,62,210	7,111
1402000883	VIDEO CONFERENCING SYSTEM LIFE SIZE TEAM 200	4,36,560	6,716
1301001895	AIR CONVEYOR DUCTING & HOOD	4,14,113	6,371
1301001877	AIR CONVEYOR DUCTING & HOOD	3,98,775	6,135
1601000205	ALUMINIUM CABIN FOR PRODUCTION & STORE	3,90,716	6,011
1304000345	AIR COOLING UNIT-CAP-30000CMH	3,83,438	5,899
1301001876	AIR CONVEYOR DUCTING & HOOD	3,68,100	5,663
1301001817	IMPACT PULVERISER MODEL 25A	3,64,775	5,612
1702000030	MARUTI ECO	3,63,188	5,588
1301000798	SILENT DG SET	3,58,475	5,515
1502000052	COMPUTER SOFTWARE	3,00,000	4,615
1601000206	ALUMINIUM CABIN FOR MAINT. & CANTEEN	2,93,229	4,511
1308000127	ROOF AIR VENTILATION FAN (0 POWER)	2,78,740	4,288



Asset	Asset description	Current APC	US\$
1501000470	OFFICE SERVER 7072	2,77,946	4,276
1301001773	MILLING MACHINE MODEL -3S	2,63,500	4,054
1303000330	LAB CUM UTILITY PANEL	2,56,500	3,946
1303000334	BREAK LINER AREA PANEL	2,56,500	3,946
1601000521	ALUMINIUM CABIN	2,56,297	3,943
1303000335	DISC BRAKE AREA PANEL	2,22,750	3,427
1301000812	AIR RECEIVER	2,17,700	3,349
1602000012	100% Depreciable Furniture & Fixture	1,93,097	2,971
1402000422	AIR CONDITIONER	1,68,297	2,589
1402000421	AIR CONDITIONER (FHC 25 EXV16)	1,56,646	2,410
1304000217	COOLING TOWER CAP.-120TR ( INDUCED DRAFT FRP )	1,50,188	2,311
1601000208	ALUMINIUM CABIN FOR MIXING	1,49,016	2,293
1601000517	WOODEN RACK	1,41,296	2,174
1303000331	BRAKE SHOE AREA PANEL	1,33,650	2,056
1501000438	10 KVA ON LINE DOUBLE CONVERSION UPS	1,29,376	1,990
1301001580	" AIR CONVEYANCE DUTCING HOOD (M.S), 100 SQ.MTR "	1,22,700	1,888
1308000126	LED FLOOD LIGHT-50W IP65	1,22,100	1,878
1304000351	MS SRAIRS WITH MATERIAL	1,21,425	1,868
1305000309	WATER TANK CAP. 5,000 LTR. (3 LAYER)	1,17,600	1,809
1601000522	ALUMINIUM CABIN	1,08,413	1,668
1402000426	AIR CONDITIONER (MODEL 183CY)	1,00,777	1,550
1402000427	AIR CONDITIONER (MODEL 183CY)	1,00,777	1,550
1602000017	CHAIR	99,267	1,527
1601000204	ALUMINIUM CABIN FOR LAB AREA	98,906	1,522
1601000520	ALUMINIUM CABIN	97,740	1,504
1501000776	" LAPTOP MODEL NO. MJVE2HN (APPLE MAC BOOK AIR), ,	90,515	1,393
1304000237	FIRE LINE	87,343	1,344
1304000226	ABC TYPE FIRE EXTINGUISHER (CO2, GAS TROLLY TYPE)	82,500	1,269
1601000513	WOODEN RACK	79,207	1,219
1304000234	ABC TROLLY TYPE FIRE EXTINGUISHER	75,975	1,169
1501000484	OFFICE SERVER 7070 , CONVERGED COMMUNICATION SERVE	75,386	1,160
1402000425	AIR CONDITIONER (MODEL 183CY)	75,000	1,154
1501000439	PANABOARD UB 5335	70,380	1,083
1301001571	INTERNAL CHILLER AIR COOLED 2TR	69,360	1,067
1501000443	15 MTR. DATA CABLES	67,250	1,035
1402000428	AIR CONDITIONER (MODEL 183CY)	67,185	1,034
1402000430	SPLIT AC 1.5 TON MODEL 183 CY (3 STAR)	61,372	944
1402000822	SPLIT AC 1.5 TON MODEL 183 CY (3 STAR)	61,256	942
1304000354	SUBMERSIBLE PUMP 1 HP 1 PHASE	60,561	932
1601000514	WOODEN TABLE	58,496	900
1501000461	DESKTOP	57,888	891
1501000505	BAR CODE PRINTER ZEBRA ZT-230,300DPI	57,888	891
1601000518	WOODEN TABLE	56,255	865
1402000432	WALL MOUNTED FAN SWEEP 600	55,410	852
1303000943	ELECTRIC INSTALLATION	51,579	794
1501000826	LAPTOP-I3	51,573	793
1601000199	ALUMINIUM CABIN	49,660	764



Asset	Asset description	Current APC	US\$
1601000192	CONFRENCE TABLE	49,588	763
1501000466	Laptop	49,380	760
1308000128	36 WATT LED FIXTURE 2'X2' -BAJAJ (WHITE)	49,362	759
1501000437	D-LINK CAT 6 CABLE	49,350	759
1501000447	DESKTOP (HP PRO 3330) INTEL CORE I3 3RD GEN	46,836	721
1601000516	WOODEN TABLE	45,001	692
1304000224	ABC TYPE FIRE EXTINGUISHER	45,000	692
1501000828	LAPTOP-I5	44,549	685
1501000486	DELL VOSTRO 3446 : I 5 4TH GEN PROCESSOR /4 GM RAM	43,153	664
1304000221	DIE COAT TANK	42,840	659
1501000493	DESKTOP I5 - OPTIPLEX 3020	41,048	632
1501000468	LAN CABLE - CAT 6 ( D-LINK)	40,740	627
1502000053	BAR CODE SOFTWARE (1D AS WELL AS 2D)	40,000	615
1303000337	C.T. 11 KV (RATIO - 60 : 5A	40,000	615
1308000125	LED FLOOD LIGHT 70 WATT	40,000	615
1402000429	AIR CONDITIONER (MODEL SAC 242 CY)	39,500	608
1402000417	WATER CHILLER PLANT	39,050	601
1402000419	WATER CHILLER PLANT	38,988	600
1501000472	LAN CABLE - CAT 6 ( D-LINK), D-LINK KVM SWITCH	38,588	594
1501000463	LAPTOP	38,522	593
1501000510	LAPTOP (HP PROBOOK 4440 S)	36,838	567
1301001566	" HYDRAULIC PALLET TRUCK (PT 2500), 2 NOS, "	35,600	548
1501000773	DESKTOP I3 - OPTIPLEX 3020 (DELL)	34,733	534
1501000779	" DESKTOP I3 - OPTIPLEX 3020 (DELL), "	34,732	534
1501000477	LAPTOP PROCESSOR (LENOVA)	33,680	518
1501000448	DESKTOP I3 4TH GEN/DELL VOSTRO 3800	33,154	510
1501000460	DESKTOP	33,154	510
1501000462	DESKTOP	33,154	510
1501000480	DESKTOP	33,154	510
1501000491	DESKTOP	33,154	510
1402000887	AIR CONDITIONER SPLIT 1.5 TON	32,919	506
1501000481	DESKTOP INTEL CORE I3 (THINKCENTRE EDGE-73)	32,628	502
1501000483	DESKTOP INTEL CORE I3 (THINKCENTRE EDGE-73)	32,627	502
1402000423	AIR CONDITIONER	32,148	495
1501000836	DESKTOP	32,111	494
1501000487	DESKTOP I3 - OPTIPLEX 3020 (DELL)	32,101	494
1501000488	DESKTOP I3 - OPTIPLEX 3020 (DELL)	32,101	494
1501000494	DESKTOP I3 - OPTIPLEX 3020 (DELL)	32,101	494
1501000497	DESKTOP I3 - OPTIPLEX 3020 (DELL)	32,101	494
1501000498	DELL OPTIPLEX 3020 MT / CORE i3 4TH GEN. PROCESSOR	32,101	494
1501000501	DELL OPTIPLEX 3020 MT / CORE i3 4TH GEN. PROCESSOR	32,101	494
1501000503	DELL OPTIPLEX 3020 MT / CORE i3 4TH GEN. PROCESSOR	32,101	494
1501000509	DELL OPTIPLEX 3020 MT / CORE i3 4TH GEN. PROCESSOR	32,101	494



Asset	Asset description	Current APC	US\$
1501000774	DELL OPTIPLEX 3020 MT / CORE i3 4TH GEN. PROCESSO	32,101	494
1501000777	DELL OPTIPLEX 3020 MT / CORE i3 4TH GEN. PROCESSO	32,101	494
1501000778	DELL OPTIPLEX 3020 MT / CORE i3 4TH GEN. PROCESSO	32,101	494
1501000927	DESKTOP	32,101	494
1501000830	DESKTOP	32,086	494
1501000478	DELL OPTIPLEX 3020 MT / CORE i3 4TH GEN. PROCESSOR	31,956	492
1501000440	ARGOX THERMAL BARCODE PRINTER (CP 2140)	31,725	488
1402000431	SPLIT AC 1.5 TON MODEL 183 CY (3 STAR)	31,686	487
1601000201	CHAIR (EC-261)	31,147	479
1501000476	DESKTOP	31,138	479
1402000435	WALL MOUNTED FAN SWEEP 600, RPM 1440	31,120	479
1501000831	DESKTOP	31,044	478
1501000832	DESKTOP	31,044	478
1501000835	DESKTOP	31,044	478
1501000469	DESKTOP	30,940	476
1501000496	HP 240 COMMERCIAL LAPTOP	30,523	470
1501000499	HP 240 COMMERCIAL LAPTOP	30,523	470
1501000471	DESKTOP	30,522	470
1402000420	READER SAVIOR MODEL MX-8603-01-K	30,502	469
1501000840	LAPTOP-I3	29,994	461
1601000194	RECEPTION TABLE	29,201	449
1304000232	FOAM TROLLY TYPE (AB) - 50 LTR	28,847	444
1401000105	CAMERA -BULLET	28,621	440
1601000203	M.S ALMIRAH RACK - 2150*765*1680 MM	28,601	440
1501000841	LAPTOP-I3	28,421	437
1502000094	BARTENDER PROFESSIONAL SOFTWARE	28,000	431
1401000104	READER SAVIOR MODEL 8603-01-K LED & BUZZ	27,608	425
1601000198	OFFICIAL TABLE (GUARD ROOM)	26,446	407
1501000451	COMRACK 42U RACK (600 X 1000) WITH CASTERS /WITHO	25,260	389
1402000424	AIR CONDITIONER (MODEL 183CY)	25,000	385
1402000434	WALL MOUNTED FAN SWEEP 600, RPM 1440	24,896	383
1501000833	DESKTOP	24,741	381
1501000834	DESKTOP	24,741	381
1402000819	READER SAVIOR MODEL 8603-01K (INDUSTRIAL)/WITH BU	24,293	374
1501000837	DESKTOP	24,220	373
1301001815	HYDRAULIC PALLET TRUCK (PT 2500)	24,200	372
1502000093	BAR CODE SOFTWARE (MRP lable Generation)	23,438	361
1601000195	SOFA TWO SEATER (STEEL)	23,374	360
1601000200	ALUMINIUM PATITION	20,611	317
1501000473	DOT MATRIX PRINTER 5235 (WIPRO)	20,419	314
1501000475	DOT MATRIX PRINTER 5235 (WIPRO)	20,419	314
1501000852	SERVER RACK 27U	20,363	313
1304000231	ABC TYPE FIRE EXTINGUISHER	20,363	313
1601000515	WOODEN RACK	20,247	311



Asset	Asset description	Current APC	US\$
1402000415	FREEZE 230 LTR. (WHIRLPOOL)	19,568	301
1501000492	BAR CODE PRINTER (Tec-B-FV4T) - TOSHIBA	18,419	283
1501000446	ONLINE UPS SB 1 KVA	17,629	271
1501000459	HP OFFICEJET 7110 PRINTER	17,367	267
1501000500	HP OFFICEJET 7110 PRINTER	17,261	266
1501000507	HP OFFICEJET 7110 PRINTER	17,261	266
1402000815	COOLER 6 ' (INDLUSTRIAL)	17,193	265
1601000218	ALMIRAH - 78" X 36" X 19" , 18 DOOR LOCKER, KUNDA	15,611	240
1601000488	" ALMIRAH - 78"" X 36"" X 19"" , 18 DOOR LOCKER, K	15,611	240
1601000193	MEETING TABLE	15,427	237
1501000441	NETWORKING CABLE CAT-6	15,345	236
1501000506	HP LASERJET PRINTER PRO CP-1025	14,735	227
1501000853	PRINTER HP LASERJET M1005	14,209	219
1501000854	PRINTER HP LASERJET M1005	14,209	219
1308000026	CEILING FAN 48"	13,800	212
1601000214	OFFICE ALMIRAH - H-50" X W-36" X D-19" (QZ 1100 B)	13,600	209
1305000300	DIESEL PUMP HGN100 WITH 1.5 HP, 3 PHAHSE MOTOR (RO	13,370	206
1402000821	SAFE E-SWIPE (GODREJ)	13,320	205
1402000818	" WALL FAN 24"" , "	13,231	204
1601000196	OFFICIAL TABLE	13,223	203
1304000235	CLEAN AGENT TYPE FIRE EXTINGUISHER	13,009	200
1308000132	ALMONARD FAN 600 MM	12,920	199
1402000437	WALL MOUNTED FAN SWEEP 600, RPM 1440	12,848	198
1501000485	BARCODE SCANNER WITH RS232 INTERFACE	12,690	195
1601000519	WOODEN TABLE	12,599	194
1402000416	INTELLISEC OUTDOOR IR BULLET CAMERA (ICB750-L7VE)	12,543	193
1501000453	HP LASERJET M1005 PRINTER	12,209	188
1401000109	REAL TIME T61N PROF. ACCESS CONTROL	11,878	183
1401000116	REAL TIME T61N PROF. ACCESS CONTROL	11,878	183
1402000418	Office Equipment others	11,878	183
1501000502	HP LASERJET PRINTER PRO CP-1025	11,578	178
1402000413	CAMERA (DSE-WX200/B)	11,500	177
1501000467	RACK 42U ACCESSORIES KIT	10,788	166
1402000436	COOLER DITE/ 22	10,518	162
1601000209	OFFICE ALMIRA	10,317	159
1601000210	OFFICE ALMIRA OZ-1100	10,317	159
1601000212	ALMIRAH 78" X 36" X 19" (OPEN SWING OFFICE - PAI	10,317	159
1601000215	ALMIRAH 78" X 36" X 19" (OPEN SWING OFFICE - PAI	10,317	159
1601000216	ALMIRAH 78" X 36" X 19" (OPEN SWING OFFICE - PAI	10,317	159
1601000217	ALMIRAH 78" X 36" X 19" (OPEN SWING OFFICE - PAI	10,317	159
1601000487	" ALMIRAH 78"" X 36"" X 19"" (OPEN SWING OFFICE -	10,317	159
1601000489	" ALMIRAH 78"" X 36"" X 19"" (OPEN SWING	10,317	159



Asset	Asset description	Current APC	US\$
	OFFICE -		
1501000456	LAN CABLE - CAT 6 ( D-LINK)	10,185	157
1501000457	LAN CABLE - CAT 6 ( D-LINK)	10,185	157
1304000233	ABC TYPE FIRE EXTINGUISHER	10,181	157
1304000236	ABC TYPE FIRE EXTINGUISHER ( 6 KGS. )	10,181	157
1305000301	HAMMER M/C GBH 2-26 RE(0611.251.755.079)	9,500	146
1308000036	COOLER 4FT.	9,476	146
1402000414	WATER DISPENSER (BOTTLE TYPE)	9,160	141
1501000775	LASERJET 1020 PLUS PRINTER (HP)	9,157	141
1501000511	NETWORK SWITCH 24 PORT	9,104	140
1301000879	GRINDING VICE PGV-100	8,774	135
1501000780	" TFT 22"" , "	8,736	134
1501000843	HP LASERJET 1020 PRINTER	8,736	134
1402000433	COOLER 4FT	8,179	126
1501000508	HP LASERJET 1020 PRINTER	8,104	125
1601000211	OFFICE ALMIRAH WITH LOCKER, PAINTED (OPEN SWING)	8,009	123
1601000213	OFFICE ALMIRAH - H-50" X W-36" X D-19" (QZ 1100 B)	7,693	118
1601000219	OFFICE ALMIRAH - H-50" X W-36" X D-19" (QZ 1100 B)	7,693	118
1601000220	OFFICE ALMIRAH - H-50" X W-36" X D-19" (QZ 1100 B)	7,693	118
1308000131	WALL MOUNTING FAN 16"	7,150	110
1301000878	BENCH GRINDER 6" (GBG 6)	6,500	100
1401000106	CAMERA -DOME	6,448	99
1501000479	DESKJET INK ADVANTAGE PRINTER 2020HC HP	6,355	98
1501000455	UPS 1100 VA	6,210	96
1501000464	UPS 1100 VA	6,210	96
1501000454	DESKJET INK ADVANTAGE PRINTER 2020HC HP	6,157	95
1501000452	TFT 18.5" (LED)	6,105	94
1501000842	TFT MONITOR (LED)	6,105	94
1501000495	DESKJET INK ADVANTAGE PRINTER 2020HC HP	5,683	87
1501000504	HP DESKJET 3635 ALL IN ONE COLOR PRINTER	5,368	83
1501000449	SEGATE 1 TB USB HDD EXPANSION	5,157	79
1501000844	PRINTER (3635 HP INK ADVANTAGE)	5,145	79
1501000450	WD 1 TB USB EXTERNAL HARD DISK	5,105	79
1501000465	HP DESKJET PRINTER K209	5,072	78
1501000918	HARD DISK- 1 TB USB EXTERNAL	5,052	78
1308000037	COOLER 4FT.	4,838	74
1308000141	NETWORK SWITCH 16 PORT	3,158	49
1308000129	TELEPHONE INSTRUMENT	2,940	45
1308000130	TELEPHONE INSTRUMENT WITH DISPLAY	2,930	45
1401000115	CAMERA -BULLET	2,602	40
1308000123	4 G HOTSPOT	2,300	35
1308000138	SERVER RACK TRAY	2,105	32
1308000137	WI FI DONGLE	1,500	23
1304000229	BUCKET (FOR FIRE EXTINGUISHER)	1,400	22
1308000027	MOBILE - GURU 1200/SAMSUNG	1,250	19



Asset	Asset description	Current APC	US\$
1304000225	ABC TYPE FIRE EXTINGUISHER	1,050	16
1304000228	ABC TYPE FIRE EXTINGUISHER	1,050	16
1304000230	STAND (FOR FIRE EXTINGUISHER)	980	15

**PART C – LAB**

1 USD = INR 65

33,09,348

50,913

Asset	Asset description	Current APC	US\$
1301001808	CHASE FRICTION TESTER FOR B/L (0- 540'C)	14,51,040	22,324
1301001593	" SERVO CONTROLLED DIGITAL UNIVERSAL TESTING MACHI	5,05,303	7,774
1301000814	SALT SPRAY TEST CHAMBER	3,06,755	4,719
1301000867	ROOT SCRUBBER DRIER MACHINE E-4545	1,26,303	1,943
1306000354	ROUGHNESS TESTER	1,16,280	1,789
1301000846	HALOGEN MOISTURE BALANCE	1,10,275	1,697
1301000876	ELECTRONIC ANALYTICAL BALANCE /JP-1603C (METTLER)	91,800	1,412
1301001582	" Mechanical Shifter , Sheiving Machine "	83,600	1,286
1301000866	TAP DENSITY MODEL:VTAP/MATIC-II	59,398	914
1301000849	DIGITAL BURSTING STRENGTH TESTER	52,491	808
1305000312	ELECTRONIC WEIGHING SCALE CAP.-3KG	44,637	687
1301000843	06022394/FLAT HEAD SURFACE PROBE WITH TELESCOPIC H	35,122	540
1301000853	BENCH CONDUCTIVITY/TDS/TEMP. METER ( ECCON51043S )	34,406	529
1301000854	WENSAR DIGITAL BALANCE HPB.-3000	31,230	480
1301000822	HARDNESS TESTER (ROCKWELL)	30,500	469
1301000850	CYBER SCAN PH-510	29,112	448
1301000852	STD. WEIGHT 0 TO 10KG	26,466	407
1301000844	SIEVE SHAKER	26,087	401
1301000847	DIGITAL MUFFLE FURNACE 6" X 6" X 12"	23,819	366
1301001592	" ROCKWELL HARDNESS TESTING MODEL : RAS /MAKE : SA	23,460	361
1301000921	SCOPE DIGITAL HOT AIR OVEN (355*355*355 MM)	19,890	306
1402000820	MIXER GRINDER CAP- 5 LTR - For Office Pantry	10,681	164
1301000842	05609250/TEMPERATURE MEASURING INSTRUMENT	10,656	164
1301001874	WEIGHING BALANCE 0.01GM TO 600 GM	10,500	162
1306001510	MICROMETER (25-50MM)	9,300	143
1301000920	DENSITY KIT FOR HPB 3000	9,027	139
1301000848	MOISTURE TESTER FOR CORRUGATED BOX	8,381	129
1306000355	DIGITAL TECHOMETER	8,236	127
1306000356	HARDNESS TESTER SHORE 'A'	7,800	120
1301000845	ELTEK STRER MACHINE	6,793	105

## PART D - DIES

1 USD = INR 65

### Summary of Dies

Particulars	Nos.	Rate	Total	US\$
Brake Lining Dies	77	500000	38500000	5,92,307.69
CV Pad Hot Die	23	550000	12650000	1,94,615.38
CV Pad Pre-forming	20	200000	4000000	61,538.46
<b>Total</b>			<b>55150000</b>	<b>8,48,461.54</b>

Particulars	Nos.	Rate	Total	US\$
Brake Lining Dies	77	500000	38500000	5,92,307.69
CV Pad Hot Die	23	550000	12650000	1,94,615.38
CV Pad Pre-forming	20	200000	4000000	61,538.46
<b>Total</b>			<b>55150000</b>	<b>8,48,461.54</b>

### Brake Lining Dies

1	HOT MOULDING DIE 1510 FRONT (TTS 1)	500000
2	HOT MOULDING DIE 1510 Rear (TTS2)	500000
3	HOT MOULDING DIE 1510 Rear (TTS2)	500000
4	HOT MOULDING DIE TATA 709	500000
5	HOT MOULDING DIE TATA 909	500000
6	HOT MOULDING DIE TATA 1109	500000
7	HOT MOULDING DIE AL/TP/SM-1,2	500000
8	HOT MOULDING DIE AL/TP/SM-3,4	500000
9	HOT MOULDING DIE AL/TP/SM-7,8	500000
10	HOT MOULDING DIE AL/TP/SM/10&11	500000
11	HOT MOULDING DIE TATA 407-F	500000
12	HOT MOULDING DIE TATA 407-R	500000
13	HOT MOULDING DIE Mp-31	500000
14	HOT MOULDING DIE Mp-32	500000
15	HOT MOULDING DIE Mp-36	500000
16	HOT MOULDING DIE Mp-36	500000
17	HOT MOULDING DIE BC-36	500000
18	HOT MOULDING DIE BC-36	500000
19	HOT MOULDING DIE BC-37	500000
20	HOT MOULDING DIE BC-37	500000
21	HOT MOULDING DIE GG-83	500000
22	HOT MOULDING DIE DX-400	500000
23	HOT MOULDING DIE VL-86	500000
24	HOT MOULDING DIE VL-87	500000
25	HOT MOULDING DIE VL-88	500000
26	HOT MOULDING DIE VL-89	500000
27	HOT MOULDING DIE SY-24	500000
28	HOT MOULDING DIE BC-80	500000
29	HOT MOULDING DIE SV-27	500000
30	HOT MOULDING DIE SV 42	500000
31	HOT MOULDING DIE SV 42	500000
32	HOT MOULDING DIE FU-4	500000



33	HOT MOULDING DIE FU-5	500000
34	HOT MOULDING DIE MB-60	500000
35	HOT MOULDING DIE RN-100	500000
36	HOT MOULDING DIE DAF-20	500000
37	HOT MOULDING DIE DAF-21	500000
38	HOT MOULDING DIE MB-51	500000
39	HOT MOULDING DIE VL-76	500000
40	HOT MOULDING DIE VL-77	500000
41	HOT MOULDING DIE VL-74	500000
42	HOT MOULDING DIE VL-75	500000
43	HOT MOULDING DIE TATA SUMO/FC	500000
44	HOT MOULDING DIE BOLERO/MARSHAL	500000
45	HOT MOULDING DIE 150151/151174	500000
46	HOT MOULDING DIE MB-75	500000
47	HOT MOULDING DIE 19384/CW-4	500000
48	HOT MOULDING DIE WVA-19581 /MB-77	500000
49	HOT MOULDING DIE 4515 ANC	500000
50	HOT MOULDING DIE 4515 ANC	500000
51	HOT MOULDING DIE 19657/BT-59	500000
52	HOT MOULDING DIE 4515-CAM	500000
53	HOT MOULDING DIE 4515-CAM	500000
54	HOT MOULDING DIE 318X295	500000
55	HOT MOULDING DIE 406X304	500000
56	HOT MOULDING DIE 306X320	500000
57	HOT MOULDING DIE 414X379	500000
58	HOT MOULDING DIE Tractor	500000
59	HOT MOULDING DIE Tractor	500000
60	HOT MOULDING DIE SV 41	500000
61	HOT MOULDING DIE ECOM	500000
62	HOT MOULDING DIE AL/49	500000
63	HOT MOULDING DIE TATA PRIMA	500000
64	HOT MOULDING DIE AF-287	500000
65	HOT MOULDING DIE KIA-BUS	500000
66	HOT MOULDING DIE YOTONG	500000
67	HOT MOULDING DIE DX-425	500000
68	HOT MOULDING DIE 414x379x220	500000
69	HOT MOULDING DIE 318x290x316	500000
70	BRAKE LINING MOULD 19010 & 19011, 8 CAV.	500000
71	BRAKE LINING MOULD 19063 & 19064, 8 CAV.	500000
72	HOT MOULDING DIE B/L 19515(SJ/23/1)4+4-C	500000
73	HOT MOULDING DIE B/L 19099 & 19100 4+4=C	500000
74	HOT MOULDING DIE B/L 19516(SJ/22/1)4+4-C	500000
75	HOT MOULDING DIE B/L FORD TRACTOR 4=C	500000
76	HOT MOULDING DIE B/L FORD TRACTOR 3+3=6C	500000
77	HOT MOULDING DIE B/L WTP/2 3+3=6 CAVITY	500000



**CV Pad Pre-Forming**

1	HOT MOULDING DIE CV PAD 29087-ACTROS	550000
2	HOT MOULDING DIE CV PAD 29087-ACTROS	550000
3	HOT MOULDING DIE CV PAD 29087-ACTROS	550000
4	HOT MOULDING DIE CV PAD 29087 2C-ACTROS	550000
5	HOT MOULDING DIE CV PAD 29246/29247	550000
6	CV PAD MOLDING DIE WVA 29093(4)	550000
7	CV PAD MOLDING DIE WVA 29093(2)	550000
8	CV PAD MOLDING DIE WVA 29030	550000
9	CV PAD MOLDING DIE WVA 29171	550000
10	CV PAD MOLDING DIE WVA 29228	550000
11	CV PAD MOLDING DIE WVA 29167	550000
12	CV PAD MOLDING DIE WVA 29131	550000
13	C.V.PADMOULD.DIEREF.WVA29175(4CAVITY)	550000
14	HOT MOULDING DIE CV PAD 29174	550000
15	HOT MOULDING DIE CV PAD 29244/29245	550000
16	HOT MOULDING DIE CV PAD 29088	550000
17	HOT MOULDING DIE CV PAD 29253	550000
18	CV PAD MOLDING DIE WVA 29181/147	550000
19	CV PAD MOLDING DIE WVA 29162	550000
20	CV PAD MOLDING DIE WVA 29125/29277	550000
21	C V PAD HOT MOULDING DIE 4CAVITY (29173)	550000
22	C V PAD HOT MOULDING DIE 4CAVITY (29165)	550000
23	HOT MOULDING DIE CV PAD (WVA 29115 ) 4=C	550000

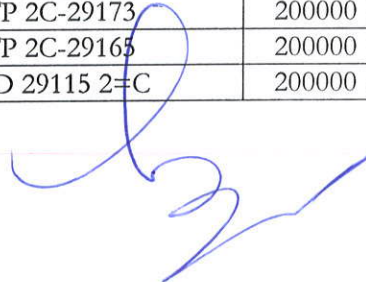
1	HOT MOULDING DIE CV PAD 29087-ACTROS	550000
2	HOT MOULDING DIE CV PAD 29087-ACTROS	550000
3	HOT MOULDING DIE CV PAD 29087-ACTROS	550000
4	HOT MOULDING DIE CV PAD 29087 2C-ACTROS	550000
5	HOT MOULDING DIE CV PAD 29246/29247	550000
6	CV PAD MOLDING DIE WVA 29093(4)	550000
7	CV PAD MOLDING DIE WVA 29093(2)	550000
8	CV PAD MOLDING DIE WVA 29030	550000
9	CV PAD MOLDING DIE WVA 29171	550000
10	CV PAD MOLDING DIE WVA 29228	550000
11	CV PAD MOLDING DIE WVA 29167	550000
12	CV PAD MOLDING DIE WVA 29131	550000
13	C.V.PADMOULD.DIEREF.WVA29175(4CAVITY)	550000
14	HOT MOULDING DIE CV PAD 29174	550000
15	HOT MOULDING DIE CV PAD 29244/29245	550000
16	HOT MOULDING DIE CV PAD 29088	550000
17	HOT MOULDING DIE CV PAD 29253	550000
18	CV PAD MOLDING DIE WVA 29181/147	550000
19	CV PAD MOLDING DIE WVA 29162	550000
20	CV PAD MOLDING DIE WVA 29125/29277	550000
21	C V PAD HOT MOULDING DIE 4CAVITY (29173)	550000
22	C V PAD HOT MOULDING DIE 4CAVITY (29165)	550000
23	HOT MOULDING DIE CV PAD (WVA 29115 ) 4=C	550000

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CV Pad Pre-forming

1	CV PAD PRIFORMING 29087-ACTROS	200000
2	CV PAD PRIFORMING 29087-ACTROS	200000
3	CV PAD PRIFORMING WVA 29246/29247	200000
4	CV PAD PRIFORMING 29093/MAN	200000
5	CV PAD PRIFORMING 29030	200000
6	CV PAD PRIFORMING 29171	200000
7	CV PAD PRIFORMING DIEWVA-29228	200000
8	CV PAD PRIFORMING WVA-29167	200000
9	C.V.PADPRE.MOULDDIEREF.WVA29278(2CAVITY)/29131	200000
10	C.V.PADMOULD.DIEREF.WVA29175(2CAVITY)	200000
11	CV PAD PERFORMING DIE 29174	200000
12	CV PAD PREFORMING DIE 29244/45	200000
13	CV PAD PREFORMING DIE 29088	200000
14	CV PAD PREFORMING DIE 29253	200000
15	CV PAD PREFORMING DIE 29181/29147	200000
16	CV PAD PREFORMING DIE 29162	200000
17	CV PAD PREFORMING DIE 29125/29277	200000
18	C V PAD PREFORMING MOULD BOX TP 2C-29173	200000
19	C V PAD PREFORMING MOULD BOX TP 2C-29165	200000
20	PREFORMING MOULDING DIE CV PAD 29115 2=C	200000

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**ANNEXURE 2**  
**PART B - LIST OF CONTRACTS**

Sr. No.	Service	Name & Address	Agreement Effective Date	Agreement Closing Date
1	Manpower	VHS ENTERPRISES, H.NO.149 SEC-27 GURGAON	01-04-2017	31-03-2018
2	Manpower	A D. ENTERPRISES, BASEMENT 149 SEC-27 GURGAON	01-04-2017	31-03-2018
3	Manpower & House Keeping	HARISH ENTERPRISES, VILL.-DHORKA- PATAUDI ROAD,WAZIRPUR MORE FARRUKHNAGAR	01-04-2017	31-03-2018
4	Manpower	N C. ENTERPRISES, BHAGWATI COMPLEX, KASAN ROAD, MANESAR	01-04-2017	31-03-2018
5	Manpower	SHAPERS HR SOLUTIONS, HOUSE NO.- 485, SECTOR - 1, IMT MANESAR	01-10-2017	31/9/2018
6	Security	Umang Security ServiceNAJAFGARH, NEW DELHI,New Delhi	01-04-2017	31-03-2018



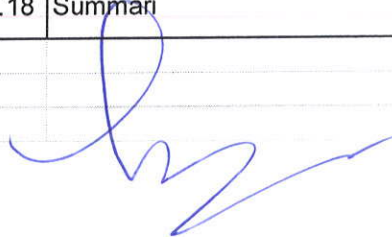
Sr. No.	Service	Name & Address	Agreement Effective Date	Agreement Closing Date
7	Canteen	SURINDER KUMAR ARORA CONTRACTOR, 5A/116 NIT FARIDABAD	01-04-2017	31-03-2018

AMC DETILS WITH SUPPLIER ADDRESS				
SR NO	MACHINE NAME	PERIOD		SUPPLIER
1	Thermic Unit	15.4.17	14.4.18	Aetom Engineers Technologies
2	Goods Lift	1.12.16	30.11.17	Easa Elevators
3	Voltas Stacker	NA	NA	Times Markting
4	White Printing	1.5.17	30.4.18	Domino
5	Black Printing	1.8.17	31.7.18	Best Ink
6	Weighing Scale	14.11.17	13.11.18	Summari

Water Supplied from HSIDC

Electricity Supplied from DHBVN

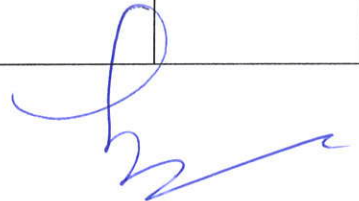
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**ANNEXURE 2**  
**PART B1 - LIST OF CONTRACTS WHICH ARE TRANSFERABLE**

Sr. No.	Service	Name & Address	Agreement Effective Date	Agreement Closing Date
1	Manpower	VHS ENTERPRISES, H.NO.149 SEC-27 GURGAON	01-04-2017	31-03-2018
2	Manpower	A D. ENTERPRISES, BASEMENT 149 SEC-27 GURGAON	01-04-2017	31-03-2018
3	Manpower & House Keeping	HARISH ENTERPRISES, VILL.-DHORKA- PATAUDI ROAD,WAZIRPUR MORE FARRUKHNAGAR	01-04-2017	31-03-2018
4	Manpower	N C. ENTERPRISES, BHAGWATI COMPLEX, KASAN ROAD, MANESAR	01-04-2017	31-03-2018
5	Manpower	SHAPERS HR SOLUTIONS, HOUSE NO.- 485, SECTOR - 1, IMT MANESAR	01-10-2017	31/9/2018
6	Security	Umang Security ServiceNAJAFGARH, NEW DELHI,New Delhi	01-04-2017	31-03-2018

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Sr. No.	Service	Name & Address	Agreement Effective Date	Agreement Closing Date
7	Canteen	SURINDER KUMAR ARORA CONTRACTOR, 5A/116 NIT FARIDABAD	01-04-2017	31-03-2018

AMC DETILS WITH SUPPLIER ADDRESS				
SR NO	MACHINE NAME	PERIOD		SUPPLIER
1	Thermic Unit	15.4.17	14.4.18	Aetom Engineers Technologies
2	Goods Lift	1.12.16	30.11.17	Easa Elevators
3	Voltas Stacker	NA	NA	Times Markting
4	White Printing	1.5.17	30.4.18	Domino
5	Black Printing	1.8.17	31.7.18	Best Ink
6	Weighing Scale	14.11.17	13.11.18	Summari
Water Supplied from HSIDC				
Electricity Supplied from DHBVN				

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ANNEXURE 2  
PART B2 - LIST OF NON-TRANSFERABLE CONTRACTS

Nil



**ANNEXURE 2**  
**PART C- LIST OF EMPLOYEES**

White Collar Employees:

No	Employer	Card No	Empl Code	Function	Position	Unit No
1	ASK	9A000171	171	Account	Asst. Manager	ASK-9
2	ASK	9A000177	177	Account	Sr. Executive	ASK-9
3	ASK	9A000178	178	Account	D.M.	ASK-9
4	ASK	9A000097	97	ADMIN	Assistant	ASK-9
5	ASK	9A000107	107	ADMIN	Assistant	ASK-9
6	ASK	9A000185	185	ADMIN	Admin Officer	ASK-9
7	ASK	9A000189	189	ADMIN	Jr Executive	ASK-9
8	ASK	9A000180	180	DBP	Computer OP SAP	ASK-9
9	ASK	9A000053	53	Engineering	Engineer	ASK-9
10	ASK	9A000123	123	Engineering	Sr. Engineer	ASK-9
11	ASK	9A000057	57	Excise/Dispatch	Deputy Manager	ASK-9
12	ASK	9A000091	91	Excise/Dispatch	Helper	ASK-9
13	ASK	9A000117	117	HRD	Executive	ASK-9
14	ASK	9A000195	195	HRD	D.M.	ASK-9
15	ASK	9A000116	116	Lab	Assistant	ASK-9
16	ASK	9A000118	118	Lab	Deputy Manager	ASK-9
17	ASK	9A000128	128	Lab	Assistant	ASK-9
18	ASK	9A000042	42	Lining	Supervisor	ASK-9
19	ASK	9A000086	86	Lining	Engineer	ASK-9
20	ASK	9A000088	88	Lining	Engineer	ASK-9
21	ASK	9A000094	94	Lining	Supervisor	ASK-9
22	ASK	9A000101	101	Lining	Supervisor	ASK-9
23	ASK	9A000108	108	Lining	Sr. Engineer	ASK-9
24	ASK	9A000020	20	Maint.	Fitter	ASK-9
25	ASK	9A000048	48	Maint.	Engineer	ASK-9

No	Employer	Card No	Empl Code	Function	Position	Unit No
		48				
26	ASK	9A0001 11	111	Maint.	Engineer	ASK-9
27	ASK	9A0001 41	141	Maint.	Engineer	ASK-9
28	ASK	9A0002 10	210	Maint.		ASK-9
29	ASK	9A0000 52	52	Marketing Export	Deputy Manager	ASK-9
30	ASK	9A0001 67	167	Marketing Export	Deputy Manager	ASK-9
31	ASK	9A0000 16	16	PUR.	Deputy Manager	ASK-9
32	ASK	9A0001 06	106	PUR.	Jr. Executive	ASK-9
33	ASK	9A0000 25	25	QUALITY	Engineer	ASK-9
34	ASK	9A0000 84	84	QUALITY	Engineer	ASK-9
35	ASK	9A0001 22	122	QUALITY	G.E.T	ASK-9
36	ASK	9A0001 51	151	QUALITY	Engineer	ASK-9
37	ASK	9A0001 52	152	QUALITY	Engineer	ASK-9
38	ASK	9A0001 53	153	QUALITY	G.E.T	ASK-9
39	ASK	9A0001 70	170	QUALITY	Asst. Manager	ASK-9
40	ASK	9A0001 84	184	QUALITY	G.E.T	ASK-9
41	ASK	9A0001 98	198	QUALITY	Sr. Engineer	ASK-9
42	ASK	9A0002 01	201	QUALITY	Engineer	ASK-9
43	ASK	9A0002 11	211	QUALITY	Assistant Engineer	ASK-9
44	ASK	9A0000 55	55	Store	Asst. Manager	ASK-9
45	ASK	9A0001 87	187	Tool room	Supervisor	ASK-9

Details of Blue Collar Employees

No	Section	Manpower
1	CV pad	22
2	Brake Lining	85
Total		107

WY






**ANNEXURE 2**  
**PART D - LIST OF EMPLOYEES BENEFIT PLANS**

1. Employees' Provident Fund (pursuant to the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and the rules made thereunder) - Application no- 1947539138, CODE No - GNGGN1046268 [*Registered since 2014*]
2. Employees State Insurance (pursuant to the Employees State Insurance Act, 1948, and the rules made thereunder) - registration no – 69000552270000699 [*Registered since 2014*]

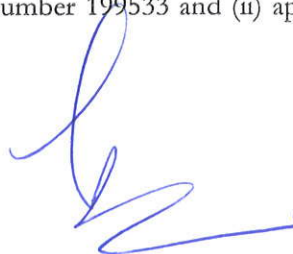
KM



ANNEXURE 2  
PART E - LIST OF INTELLECTUAL PROPERTY

1. Intellectual Property detailed in the ASK Trademark Agreement, the brand/tradename/trademark "ASK", bearing (i) application number 506591 and certificate number 199533 and (ii) application number 1437839 and certificate number 923649.
2. Intellectual Property detailed in the ASK License Agreement

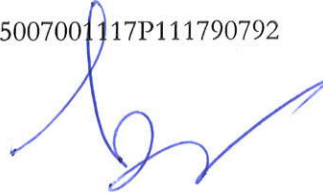




ANNEXURE 2  
PART F - LIST OF INSURANCE POLICIES

Standard Fire & Special Perils Policy bearing policy number: 5007001117P111790792

km

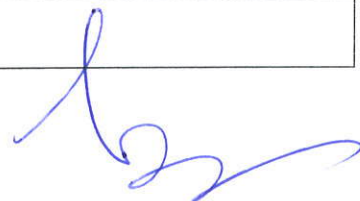




**ANNEXURE 2**  
**PART G - LIST OF LICENSES**

No.	License	Issuing Authority
1.	Environment Clearance	HSPCB
2.	Consent to Establish	HSPCB
3.	Consent to Operate	HSPCB
4.	Building Plan Approval	Labour Department - Haryana
5.	Factory License	Labour Department - Haryana
6.	Contract Labour License	Labour Department - Haryana
7.	Registration under ESIC	ESIC sub Regional Office
8.	Registration under EPFO	EPFO
9.	Electricity License	DHBVN
10.	Permission of D G Set	DHBVN
11.	FIRE NOC	Commissioner- Municipal Corporation Gurgaon (to be approve from Chandigarh)
12.	IEC Code	
13.	EPCG	

12/11



**ANNEXURE 2**  
**PART G1 - LIST OF LICENSES WHICH ARE TRANSFERABLE**

Environment Clearance	Transferable
Consent to Establish	Transferable
Building Plan Approval	Transferable
Factory License	Transferable
Contract Labour License	Transferable
Registration under ESIC	Transferable
Registration under EPFO	Transferable
Electricity License	Transferable
Permission of D G Set	Transferable
FIRE NOC	Transferable
IEC Code	Transferable
EPCG	Transferable

key



ANNEXURE 2  
PART G2 - LIST OF NON-TRANSFERABLE LICENSES

1. Consent to Operate

WY





**ANNEXURE 2**  
**PART I - EXPORT LIABILITIES**

1 USD = INR 65

Particulars	Cost Price INR Crores	Cost Price K US\$	EPCG Liability (INR in crores)	EPCG Export Obligation( INR in crores)
Machine (details set out in Part A, above)	21.94	33,74,781	2.04	12.25
Dyno [In Case Dyno is purchased in ASK before the Company. Other-wise direct Company can purchase and take EPCG obligation.]	9.00	13,84,615	2.43	14.58

12/11



**ANNEXURE 2**  
**PART J – LIST OF CUSTOMERS**

No.	Direct Customer	Country	Product	Indirect Customer	Country	Label	Brand
	Leeway Mafcom	India	Brake Lining	Custom Clutch & Friction	South Africa	Private	Brakeforce
			Brake Lining	Ian Lawrie & Co, Melbourne	Australia	ASK	ASK
			Brake Lining	Goldstar	South Africa, Mozambique, Zambia, Zimbabwe, Malawi	Private	Goldstar + ASK
			Tractor Lining	Industrial Brake	UK	ASK	ASK
2	Indo Nikko	India	Brake Lining	Indo Nikko	Nigeria	Private	Infinity
			Brake Pads	Indo Nikko	Nigeria	Private	Infinity
3	Noble Automotive	Qatar	Brake Lining	N/A	Qatar	ASK	ASK
4	SARL Auto	Algeria	Brake Lining	N/A	Algeria	ASK	ASK
			Brake Pads	N/A	Algeria	ASK	ASK
5	Jordex Agency / Technoparts	South Africa	Brake Lining	N/A	South Africa	ASK	ASK
			Brake Pads	N/A	South Africa	ASK	ASK
6	Amkul Dubai	Dubai	Brake Lining	N/A	Middle East	Private	Powerbrake
7	Emmerre	Italy	Brake Lining	N/A	Europe	Private	Technobrake
8	Brown's Thermal	Sri Lanka	Brake Lining	N/A	Sri Lanka	Private	Radco + ASK
9	Shalimar Exports	India	Brake Lining	N/A	Middle East & Europe	Private	Auseto
			Brake Pads	N/A	Middle East & Europe	Private	Auseto
10	AVExim	Europe	Brake Lining	N/A	Russia & Baltic region	ASK	ASK
			Brake Pads	N/A	Russia & Baltic region	ASK	ASK
11	Auto Travos	Portugal	Brake Lining	N/A	Portugal	Private	ATV
			Brake Pads	N/A	Portugal	ASK	ASK
12	Sri Kalas	Nepal	Brake Lining	N/A	Nepal	ASK	ASK
13	Euro Auto parts	Ghana	Brake Lining	N/A	Ghana	ASK	ASK
14	Bazargani Pavleen	Iran	Brake Lining	N/A	Iran	ASK	ASK
15	Alzabrian Metal trading LLC	Dubai	Brake Lining	N/A	Dubai	ASK	ASK
16	Charkhe tejarat Araz co.	Iran	Brake Lining	N/A	Iran	ASK	ASK

No.	Direct Customer	Country	Product	Indirect Customer	Country	Label	Brand
17	Baskent Balata	Turkey	Brake Lining	N/A	Turkey	TBA	TBA

24

*[Handwritten signature]*



ANNEXURE 2A

RECEIPT TO BE ISSUED BY COMPANY ACKNOWLEDGING DELIVERY OF TARGET ASSETS (INCLUDING INVENTORY) BY ASK (AND COUNTERSIGNED BY ASK)

[To be printed on the letter head of the Company]

\_\_\_\_\_, 20\_\_

**ASK AUTOMOTIVE PRIVATE LIMITED**

Flat No. 104,929/1, Naiwala, Faiz Road, Karol Bagh  
New Delhi – 110005, India

Kind Attention: [●]

Dear Sir,

In accordance with clause 5.2.1 of the Joint Venture Agreement dated 5<sup>th</sup> December 2017 between Fras-le S.A., ASK Automotive Private Limited and ASK Friction Private Limited ("**Agreement**"), [*insert name of the Company*] hereby acknowledges receipt of delivery of possession of the Target Assets (listed in **Schedule A**<sup>1</sup> hereto together with the Inventory (as per the Inventory list in **Schedule B** hereto).

Capitalised terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Yours faithfully,

*For and on behalf of*

[Enter name of the Company]

\_\_\_\_\_  
Name:

Designation:

Encl.: (i) Schedule A & B; and (ii) copy of board resolution dated [●] (authorizing [●] to sign this Receipt).

Acknowledged and confirmed by ASK AUTOMOTIVE PRIVATE LIMITED (who has delivered the Target Assets listed in Part A of Annexure 2 of the Agreement to the Company together with the Inventory listed in Schedule B)

\_\_\_\_\_  
Name:

Designation:

<sup>1</sup> Note: Target Assets set out at Schedule 2 in the JVA to be included in Schedule A.

Encl.: Copy of board resolution dated [●] (authorizing [●] to countersign this Receipt).


**Schedule A**  
**List of Target Assets**

*[Details set out at Annexure 2 to be inserted herein]*

**Schedule B**  
**List of Inventory**



*[Details to be inserted]*



**ANNEXURE 3**  
**CONDITIONS PRECEDENT**

**PART A: ASK AND COMPANY CONDITIONS PRECEDENT**

1. The Company shall have an authorised share capital which would be adequate to issue and allot the Subscription Shares.
2. Satisfactory completion of due diligence of the Company, the Target Assets and Target Business by Fras-le and the results of such due diligence being satisfactory to Fras-le and resolution to Fras-le's satisfaction of any issues arising therefrom.
3. ASK shall have filed and obtained the tax certificate under section 281 of the Income-tax Act, 1961.
4. The Company shall, and ASK shall have caused the Company to (i) use its best efforts to ensure the counterparties to enter into new contracts in relation to the non-transferable Contracts listed in **Part B2 of Annexure 2**; and (i) enter into deeds of novation or assignment with the counterparties to the transferable Contracts listed in **Part B1 of Annexure 2**; which are required for the Target Business. Each of such new contracts and deeds of assignment and novation shall be on terms which are no less favourable to the Company than those contained in such corresponding existing Contract and shall be in an agreed form.
5. The Company shall apply for transfer of the Transferable licenses, permits and approvals listed in **Part G1 of Annexure 2**, and obtain the consent of the relevant authorities / transfer of such Licenses in the name of the Company.
6. The Company shall, and ASK shall have caused the Company to apply to obtain new Licenses in respect of the licenses, permits and approvals listed in **Part G2 of Annexure 2** (which are not transferable) in the New Name of the Company.
7. No Material Adverse Effect with respect to ASK and the Company, including in relation to Target Business, Target Assets, Inventory and Land and Building shall have occurred, or is likely to occur.
8. No order (including by a court or arbitration tribunal), writ, judgment, injunction, decree shall have been issued by Government Authority, and there shall not be in effect any statute or regulation, restraining, enjoining or preventing consummation of the any of the Transactions contemplated under this Agreement or any other Transaction Documents and / or having a Material Adverse Effect and / or which has or would have the effect of making the Transaction void, illegal or otherwise prohibiting its completion or effectiveness.
9. The Company having obtained all requisite Approvals in a form mutually agreed between ASK and Fras-le for the transactions contemplated under this Agreement, and having undertaking all requisite actions such that the provisions of Clause 5 are given effect to on the Closing date, in accordance with the terms thereof.
10. The agreed form draft of the legal opinion to be delivered by the legal counsel to Fras-le, dated as of the Closing Date and duly signed by an authorised member of the said firm, stating that (i) the Transaction Documents constitute legal, valid and binding obligations of ASK and the Company and enforceable against them in accordance with their respective terms; (ii) that the Target Assets (including Inventory) shall be duly Transferred to the Company in accordance with Applicable Law with effect from the Closing Date by delivery of possession under Applicable Law on the Closing Date; and all Licenses have either been duly transferred (where transferable) or applied for and obtained in the name of the Company under Applicable Laws (where not transferable); and (iii) all Approvals, if any, which are required for the Transaction have been duly obtained ("**Legal Opinion**");


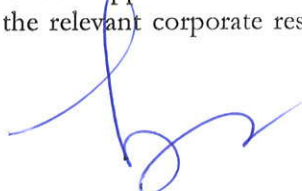


11. The Company shall have held all meetings and made all applications and filings with the Registrar of Companies including the Forms INC-1, MGT-14 and INC-24 in relation to changing its name to the New Name.
12. A certificate having been obtained by the Company from an independent chartered accountant (as required under the FEMA Regulations to be filed together with Form FC-GPR for the Fras-le Subscription Shares), indicating that the fair value of the Subscription Shares calculated in accordance with an internationally accepted pricing methodology for valuation of shares ("**Valuation Report**") at which fair value (or more) Fras-le will be issued the Subscription Shares, and a copy of the Valuation Report having been provided to Fras-le.
13. Drafts of Forms FC-GPR and Form AFR, and the annexures thereto (including without limitation the company secretary's certificate) in relation to the issuance and allotment of the Fras-le Subscription Shares and inward remittance of the Fras-le Subscription Consideration, respectively, shall have been in agreed form and the authorised dealer bank of the Company shall have confirmed that the same is in order.
14. One of the ASK Directors having expressly given his consent in writing to the Board to act as "officer who is in default" for the purposes of the Act, and the Board having expressly specified such Director as "officer who is in default" for the purposes of the Act, in accordance with Section 2(60) of the Companies Act, 2013, and the Company shall have duly made all filings required in that regard with the Registrar of Companies.
15. Each of the Transaction Documents, including the Employment Agreements and the Non-Compete and Non-Solicit Agreement and Restated Articles, which are to be executed / approved on the Closing Date, shall be in an agreed form.
16. The Company shall have (i) held a board meeting and a shareholders meeting for the issuance of the Fras-le Subscription Shares to Fras-le, in accordance with Section 62 of the Act and (ii) filed the relevant forms with the Registrar of Companies in this respect, including Form MGT-14 and Form PAS-3.

#### **PART B - FRAS-LE CONDITIONS PRECEDENT**

1. No Material Adverse Effect with respect to Fras-le shall have occurred, or is likely to occur.

#### **PART C – JOINT CONDITIONS PRECEDENT**

1. Joint physical identification of the Target Assets (as specified in **Part A of Annexure 2**) against the list in **Part A of Annexure 2** and also a joint identification of the Inventory against the list provided by the Company as per Clause 5.1.1.
  2. The Parties having agreed in writing to the consideration amount for the Inventory, which shall be as per the actual cost of the Inventory, listed in the Joint Receipt.
  3. Fras-le shall acquire, and the Shareholders of the Company shall sell, such nominal number of Equity Shares of the Company to Fras-le as may be mutually agreed between them, in accordance with Applicable Law. The Company shall make all filings under Applicable Law in this regard, including but not limited to filing Form FC-TRS, passing the relevant corporate resolutions and updating its register of members in this regard.
- 
- 

**ANNEXURE 4**  
**Format of CP Confirmation Certificate**

Date: [●]

[Insert details of Fras-le / ASK / the Company]

**Re: CP Confirmation Certificate**

We refer to the Joint Venture Agreement dated 5<sup>th</sup> December, 2017 (the “**Agreement**”) executed by and amongst Fras-le S.A. (“**Fras-le**”), ASK Automotive Private Limited (“**ASK**”) and ASK Fras-le Friction Private Limited (the “**Company**”) pursuant to Deed of Adherence dated [●].

We hereby confirm, declare and certify pursuant to Clause 8.5 of the Agreement that as of the date hereof:

1. No Material Adverse Effect [with respect to ASK and the Company / Fras-le] has occurred or is likely to occur.
2. No order (including by a court or arbitration tribunal), writ, judgment, injunction, decree shall have been issued by Government Authority, or statute or regulation (enacted or publicly proposed), restraining, enjoining or preventing consummation of the any of the Transactions contemplated under the Agreement or any other Transaction Documents and / or having a Material Adverse Effect with respect to ASK and the Company on the rights and remedies of Fras-le under the Agreement, or on the Company or on the Target Business, or which has or would have the effect of making the Transaction void, illegal or otherwise prohibiting its completion or effectiveness.
3. Each of the Conditions Precedent specified in [Part A / Part B / Part C] **Annexure 3** of the Agreement, other than those which have been waived (if any), have been satisfied. The table below sets out the details of the documents evidencing such compliance, which documents have been enclosed herewith.

Agreement Reference Number	Particulars of Condition Precedent	Documents Enclosed
Annexure [●], para [●]	[●]	[●]
Annexure [●], para [●]	[●]	[●]

Capitalized words and expressions used in this letter but not defined herein shall have the same meaning as assigned to them in the Agreement.

Yours sincerely,

\_\_\_\_\_  
[To be executed by the Company and ASK / Fras-le]







**ANNEXURE 5**  
**FORMAT OF DEED OF ADHERENCE**

This DEED OF ADHERENCE (“**Deed**”) is made at [●] on this [●] day of [●] by:

1. [●] (the “**New Shareholder[s]**”).  
and
2. [●] (the “**Original Shareholder[s]**”);

IN FAVOUR OF THE COMPANY AND OTHER PARTIES TO THE Joint Venture Agreement dated [●], 2017 (the “**Agreement**”).

The New Shareholder proposes to purchase the Purchase Securities (*as defined below*) of the Company from the Original Shareholder and pursuant to the Agreement, the New Shareholder is required to execute a Deed of Adherence as a condition precedent to the proposed transfer of the Purchase Securities.

The New Shareholder shall therefore hold [●] Equity Securities (“**Purchase Securities**”) of the Company following the transfer as aforesaid and wishes to record its adherence to the terms of the Agreement.

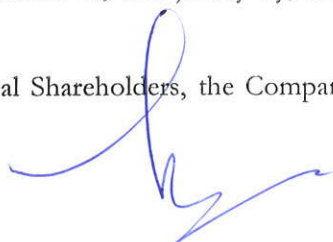
**NOW THEREFORE**, this Deed witnesseth as under:

Unless the context otherwise requires, the capitalised terms used but not defined in this Deed will have the respective meanings given to them in the Agreement.

In consideration of the Original Shareholder having transferred the Purchase Securities to the New Shareholder, the New Shareholder hereby agrees and undertakes as follows:

1. the New Shareholder hereby confirms that it has been provided with a copy of the Agreement and the Articles of the Company, each as amended from time to time and being up to date, and has read and fully understood the terms of the same;
2. the New Shareholder agrees to hold the Purchase Securities subject to the terms and conditions of the Agreement and the articles of association of the Company;
3. the New Shareholder confirms to the Original Shareholder, the Shareholders and Company to be bound by the Agreement in all respects as if the New Shareholder was a party to the Agreement and to observe and perform all the provisions and obligations of the Agreement applicable to or binding on it under the Agreement insofar as they are to be observed or performed on or after the date of this Deed, [including but not limited to the indemnity obligations under the Agreement];
4. [the New Shareholder confirms that it is an “Affiliate” (as such term is defined in the Agreement) of the Original Shareholder;] *<applicable if New Shareholder is an Affiliate>*
5. [the New Shareholder confirms it shall be jointly and severally liable with the Original Shareholder under the Agreement for such time as it owns any Shares or interest therein (as such term is defined in the Agreement);] *<applicable if New Shareholder is an Affiliate>*
6. any communication from the Original Shareholder purporting to exercise a right under the Agreement shall be deemed to have been sent with the consent of, and jointly by, the New Shareholder;] *<applicable if New Shareholder is an Affiliate>*
7. the New Shareholder represents and warrants to the Original Shareholders, the Company and other remaining Shareholders that:







- 7.1 It is a person competent to execute and deliver this Deed, and to perform its obligations under this Deed and the Agreement.
- 7.2 The execution and delivery by it of this Deed and the performance of its obligations hereunder and under the Agreement do not and will not violate any provision of any regulations or any agreement to which it is a party or by which it or any of its properties are bound as well as its memorandum of association and articles of association.
- 7.3 It has obtained all authorisations or approvals of the governmental agencies required to enable it to perform its obligations hereunder.
8. This Deed is made for the benefit of (i) the Parties to the Agreement, and (ii) every other Person who after the date of the Agreement (and whether before or after the execution of this Deed) assumes any rights or obligations under the Agreement or adheres to it.
9. The address and email address of the New Shareholder for the purposes of this Deed and Clause 27 of the Agreement is as follows:

[•]

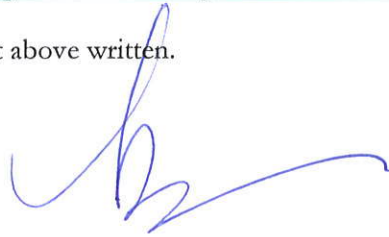
This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same Deed.

This Deed is governed by and shall be construed in accordance with Indian law, and disputes, if any shall be resolved in accordance with the relevant provisions in this regard under the Agreement.

**EXECUTED AND DELIVERED** as a deed on the date first above written.



[insert signature bloc]



## ANNEXURE 6 WARRANTIES

ASK hereby represents, warrants and covenants, as on the Execution Date and on the Closing Date, that:

### **1. Existence, Ability and Legally Binding**

- 1.1. Each of ASK and the Company are duly incorporated and validly existing under the laws of India, and have all requisite power and authority to carry on the Target Business, and are duly qualified to transact business in each jurisdiction in which they conduct business.

### **2. Authority**

- 2.1. Each of ASK and the Company have taken all necessary actions, corporate or otherwise, as applicable to it to authorise or permit the execution, delivery and performance of this Agreement and the Transaction Documents to which they are a Party, and have the power and authority to enter into, perform and comply with their respective obligations under this Agreement and the Transaction Documents to which they are a Party. The Transaction Documents constitute valid and legally binding obligations of each of ASK and the Company and are enforceable against them in accordance with their terms.

### **3. Solvency**

- 3.1. Neither ASK nor the Company, nor any of their respective Affiliates or other Person holding Equity Shares in ASK or the Company, as the case may be, are insolvent or unable to pay their debts, nor have any of them received any notice to that effect, nor, have any of their respective creditors presented any petition, application or other proceedings for any administration order, creditors' voluntary arrangement or similar relief by which their affairs, or business assets will be managed by a Person appointed for the purpose by a Governmental Authority or by any creditor or by the entity itself nor has any such order or relief been granted or appointment made. Neither ASK nor the Company are in receivership or liquidation, nor have any of them taken any steps to enter into liquidation, and no petition has been presented for the winding-up of either of ASK or the Company. Neither ASK nor the Company are subject to bankruptcy or insolvency, and no petition has been presented for their bankruptcy or insolvency.

### **4. No violation**

- 4.1. Neither the execution, delivery and performance of this Agreement or any of the Transaction Documents to which each of ASK or the Company are a Party, nor the performance of the transactions contemplated therein, will:
- (a) constitute a breach or violation of the charter documents of ASK or the Company, as the case may be;
  - (b) conflict with or constitute (with or without the passage of time or the giving of Notice) a violation of any of the terms and conditions of, or default under or breach of performance of any contract, including the Contracts, or obligation, agreement or condition that is applicable to ASK or the Company, as the case may be, including which (with or without the passage of time or the giving of Notice) affords any Person the right to accelerate any Indebtedness;
  - (c) constitute a material default under or breach or result in any material default or breach, of any other Contract to which ASK or the Company, as the case may be, is a party;
  - (d) will result in the creation of any Encumbrance over the Target Business, the Target Assets, or any part thereof;

- (e) will result in the creation of any Encumbrance over the ASK Subscription Shares or the Fras-le Subscription Shares when allotted by the Company or any other Equity Securities or equity securities of ASK;
- (f) violate, conflict with or contravene any provision of any Applicable Law; or / and
- (g) violate any court order, judgment, injunction, award, decree or writ against, or binding upon ASK, the Company or any of their Affiliates holding Equity Shares in the Company or equity securities of ASK.

## 5. Subscription Shares

- 5.1. All of the Equity Shares of the Company have been, and on the Closing Date will be, validly issued, duly authorised, in compliance with the requirements of the Act and all other provisions of Applicable Law, and are (or on the Closing Date, will be) fully paid-up, non-assessable and free of any Encumbrances, pre-emptive rights, rights of first refusal or other rights pursuant to any existing agreement or commitment, save and except as set out under this Agreement.
- 5.2. Except as contemplated by this Agreement, there are no outstanding rights, plans, options (including employee stock options), warrants, calls, conversion rights, repurchase rights, redemption rights or any contracts whether written or otherwise, obligating the Company to issue, deliver, sell, purchase, repurchase or otherwise acquire, or cause to be issued, delivered, sold, purchased, repurchased or otherwise acquired, any equity securities or other securities (including an option or right of pre-emption) or obligating ASK or the Company to grant, extend or enter into any such contract, arrangement, requirement or commitment, nor are there any rights to receive dividends or other distributions in respect of any such securities.
- 5.3. The Company has not made any investments in any other company or Person, and does not own any shares or other form of ownership interest in any company or Person, and does not have any Subsidiaries.
- 5.4. The Company has good right, full power and absolute authority under Applicable Laws to issue and allot the Subscription Shares free and clear of any Encumbrance, claim or demand of any nature. ASK shall cause the Company to use and allot the Subscription Shares on the Closing Date in accordance with provisions of this Agreement and Applicable Laws. Upon the issuance of the Subscription Shares, Fras-le and ASK will be the sole legal owners of their respective Subscription Shares and will be registered as the sole owners thereof free and clear of any Encumbrances.

## 6. Target Assets

- 6.1. Annexure 2, sets out a true, complete, accurate and correct list of all of the Target Assets (other than the Inventory) that are required, and used by ASK for the Target Business, and such Target Assets will be duly transferred to the Company on the Closing Date in accordance with the terms of this Agreement and in accordance with Applicable Law. The Inventory List shall when provided, and as of the Closing Date, set out a true, complete, accurate and correct list of all of the Inventory which will be with ASK 5 (Five) days prior to the Closing Date, as required for the Target Business in the ordinary and normal course of the Target Business, and the said Inventory will be transferred to the Company on the Closing Date, and the Inventory detailed therein is commensurate to the target Business in its nature and quantum.
- 6.2. On the Execution Date and up to the Closing Date, ASK shall have good and marketable title to the Target Assets (and the Equipment & Machinery as specified in Part A of Annexure 2), free and clear of any Encumbrance and Liabilities (except for the Export Liabilities).



- 6.3. Pursuant to the Transfer of the Target Assets (as specified in **Part A of Annexure 2**) from ASK to the Company on the Closing Date, in accordance with this Agreement, all rights in the Target Assets, including without limitation in respect of title to all Licenses, Contracts, and other Target Assets (specified under different heads/parts of **Annexure 2**), will be legally and validly vested in, and owned by, the Company, free and clear of any Encumbrances, and no other Person shall have any ownership or other similar rights in relation to the same, and there shall not be any Claims, Liabilities (other than the Export Liabilities) or other proceedings, or any circumstances which could result in such Claims, Liabilities (other than the Export Liabilities) or proceedings, arising out of or in relation to the Target Assets or the Transfer of the Target Assets to the Company pursuant thereto. The Company shall have good, free and clear title to the Target Assets as on the Closing Date. Other than as set out in **Annexure 2** and in the Inventory List, as on the Closing Date, the Company does not have or require any other assets to carry on its business, and the Company does not have any Liabilities whatsoever other than the Export Liabilities. The Export Liabilities being Transferred to the Company is only in relation to the machinery set out at **Part A of Annexure 2** (as stipulated therein), and does not include any product liability whatsoever. It is clarified that all Liabilities, other than the Export Liabilities, remain the sole responsibility of, and shall be retained, paid, borne, performed and discharged solely by ASK.
- 6.4. There are no restrictions on the ability of ASK to Transfer the Target Assets (including the Inventory) as provided in this Agreement to the Company on the Closing Date. The Target Assets have been duly maintained in the Ordinary Course of Business, consistent with past practice and commensurate with industry standards.
- 6.5. The Transfer of the Target Assets pursuant to this Agreement shall not result in any Taxes being payable by the Company on account of such transfer, save and except such amount of GST as has been set out in the invoice raised by ASK on the Company pursuant to Clause 5.2.5.
- 6.6. The Target Assets are accurately reflected in register of assets of ASK (on the Execution Date and up to the Closing Date). No proceedings or steps have been taken or initiated by authority for the expropriation or requisition of any of the Target Assets.

## **7. Financing**

- 7.1. In relation to the Target Assets, there are no borrowings, Liabilities (other than the Export Liabilities), whether actual or contingent, or other security interests of or provided by, the Company and there are no financing facilities availed of by the Company.

## **8. Land & Building**

- 8.1. ASK is the sole owner of the Land and Building in accordance with Applicable Law, has good clear and marketable title to it, free and clear of any Encumbrance and ASK has full authority to execute the Lease Deed in favour of the Company. The entire Land & Building is sufficient to conduct the Target Business.
- 8.2. To the best of ASK's knowledge neither ASK nor (on the Closing Date) the Company is in breach of any covenant affecting the title to the Land and Building and all taxes, outstandings or other material obligations pertaining to the Land and Building have been duly complied.
- 8.3. To the best of ASK's knowledge there is no encroachment, trespasser or tenants or occupants or licensee or any third party rights on the Land & Building and no other person has any claim with respect to the Land & Building.
- 8.4. The current use of the Land & Building does not contravene any Applicable Law. All Approvals, including certificates of occupancy, and authorisations of all Governmental Authorities or any other entity having jurisdiction over the Land & Building, which are required to use or occupy

the Land & Building, have been obtained and are in full force and effect. ASK has not received any notice from any Government Authority or other entity having jurisdiction over the Land & Building alleging any non-compliance of Applicable Law or Approvals with respect to the Land & Building, or any modification, suspension or revocation of any of the Approvals in relation thereto.

- 8.5. There is no covenant, restriction, burden or stipulation affecting the Land & Building which is of an onerous or unusual nature or which conflicts with its present use.
- 8.6. Other than the Lease Agreement which shall be effect on the Closing Date, neither ASK nor the Company, have entered into any agreement for sale / transfer and / or any other agreement or arrangement with any other Party with respect to the Land & Building.
- 8.7. The consummation of the Transaction will not result in ASK losing any of its rights with respect to the Land & Building, nor require any payment, Approval or fulfilment of any obligation.
- 8.8. There are no underground storage tanks located on, and no hazardous substances stored on, the Land & Building. There has been no release or any threat of release of any hazardous substance on, upon, into or from the Land & Building.

## 9. Licenses

- 9.1. ASK has, and (as on the Closing Date) the Company has, all Licenses necessary for the Target Business, including to own and hold the Target Assets and carry out the Target Business. The Licenses are in full force and effect and ASK has, and the Company will have, complied with all obligations and terms and conditions of the Licenses and have not done any act or omission which is likely to give rise to any breach, revocation, amendment, variation or suspension of the Licenses or result in any License not being extended or renewed. No notice of revocation, suspension or non-compliance has been received from the relevant Government Authority which issues, approves or monitors compliance with such Licenses.
- 9.2. The Licenses currently required for conducting the Target Business are listed in **Part G of Annexure 2** and the list of Licenses which are transferable are listed in **Part G1 of Annexure 2**. All other Licenses which are not transferable (and listed in **Part G2 of Annexure 2**) and the Company shall apply for and shall have obtained by the Closing Date, new licenses required for the Target Business in accordance with Applicable Laws in India and the provisions of this Agreement.

## 10. Contracts

- 10.1. The current Contracts executed by ASK for the Target Business (including Contracts with third party contractors who provide contract labour to ASK in relation to the Target Business as of the Execution Date) are listed in **Part B of Annexure 2** and such list is true, correct, accurate and complete list in all respects. The list of Contracts which are transferable are listed in **Part B1 of Annexure 2**, and do not require any Consent or Approval from any Person for the Transaction. All other Contracts which are not transferable, i.e., the Non-Transferable Contract are listed in **Part B2 of Annexure 2**, and the Company shall enter into new contractual arrangements in respect of the same in accordance with Applicable Laws in India and the provisions of this Agreement. For the purposes of this paragraph 10, all such new contracts entered into by the Company shall be deemed to be "Contracts".
- 10.2. ASK and the Company have, and to the best knowledge of ASK and the Company, the counterparties to each of the Contracts have, complied with all the terms and conditions contained in the Contracts and neither of them have not done any act or omission which is likely to give rise to any breach of the Contracts or result in any Contract being terminated. No counterparty to any Contract has indicated that it intends to terminate any Contract prior to the



expiry of the previously contracted term, or to substantially reduce its commercial relationship with ASK or the Company, as the case may be, for any reason whatsoever, including on account of the Transaction.

- 10.3. Each Contract has been duly authorised, executed and delivered by ASK or the Company, as the case may be, and the other parties thereto. Each such Contract constitutes valid and binding obligations of the ASK or the Company, as the case may be, and the other parties thereto, enforceable in accordance with their terms. There is valid consideration for all contracts, agreements, or arrangements relating to Target Business and Target Assets.
- 10.4. To the best knowledge of ASK and the Company, there are no Contracts relating to Target Business and / or Target Assets, which (i) are outside the Ordinary Course of Business; (ii) involves any payment or liability (actual or contingent) including under any guarantee or indemnity or letter of credit or comfort letter or under any leasing (other than in relation to land), hiring, hire purchase, credit sale or conditional sale agreement in respect of goods; (iii) imposes any non-compete, non-solicitation or exclusivity obligations on ASK or the Company, affects or limits the right or ability of ASK or the Company, as the case may be, to carry on the Target Business; or (iv) provides for the acquisition (whether by merger, share purchase, asset purchase or otherwise) by ASK or the Company of any business or any other Person or division thereof or grants to any Person an option or pre-emption right to purchase or acquire any assets of ASK or the Company; or (v) cannot be terminated by the ASK or the Company, as the case may be, in terms of the Contract concerned or on less than 3 (Three) months' notice, or cannot be terminated without ASK or the Company, as the case may be, incurring any penalty or other liability; or (vi) are of the nature specified in Section 3(3) of the Competition Act, 2002. Neither ASK or the Company is in a dominant position in any relevant market; or (vii) entered into with any Related Party of the Company or ASK, other than the Lease Agreement as on the Closing Date.
- 10.5. To the best knowledge of ASK and the Company, none of the counterparties to the Contracts are any directors of ASK or the Company, or any of their spouses, parents or children or any legal entity controlled by any of them. There are no Claims with any of the counterparties, including with respect to debit notes raised on customers relating to Target Business and / or Target Assets. All debit notes on customers have been fully approved. There are no outstanding price negotiations between ASK or the Company, as the case may be, and any counterparty to any of the Contracts, including in respect of exchange rates, material price variations or any other matters.

## 11. Employees

- 11.1. Part C of Annexure 2 contains true, accurate, correct and complete a list of all Employees including workmen who are on the pay roll of ASK and are employed by ASK in the Target Business as of the Execution Date and up to the Closing Date. Such Employees are sufficient in number for the purposes of carrying on the Target Business as on the Execution Date and up to the Closing Date. Each of the Person listed in Part C of Annexure 2 shall be employed with the Company as on the Closing Date, in accordance with the terms of this Agreement and Applicable Law.
- 11.2. Part D of Annexure 2 contains a true, accurate, correct and complete list of all Employee benefit plans, including pension schemes, *etc.*, of the Employees working in the Target Business as on the Execution Date ("**Employee Benefit Plans**"). Each of the Employee Benefit Plans has been operated, administered and funded in accordance with all Applicable Laws.
- 11.3. To the best of ASK's and Company's knowledge, each of ASK and the Company have in relation to each of its employees and workmen complied with all employment, labour, health and safety and industrial laws and other similar Applicable Laws and made all contributions in relation to the payment of employee benefits, salaries and any other amounts in accordance with all



Applicable Laws and no sum is due and outstanding towards the same.

- 11.4. There are no collective bargaining or similar agreements with any trade union or other body representing the Employees pertaining to the Target Business.
- 11.5. None of the Employees working in the Target Business is involved in any strike or other labour unrest and there is no pending industrial dispute or threatened industrial dispute to the knowledge of ASK and none of the Employees are currently under notice of dismissal nor have any of ASK or the Company received any notice of termination or resignation from, or given or intends to give any notice of termination to, any of the Employees.
- 11.6. Each of the Company and ASK have obtained adequate representations from all third party contractors engaged by it in relation to the Target Business and the Land & Building (as applicable) that they have obtained valid and subsisting necessary registration under the Contract Labour (Regulation and Abolition) Act, 1970 and are in compliance with the provisions thereof the Contract Labour (Regulation and Abolition) Act, 1970. There are no commitments, agreements or understandings on by or between the Company or ASK on the one hand, and any contractor, on the other hand, formal or informal, in respect of absorbing contract labour into on roll of the Company or ASK, as the case may be (either as permanent employees or fixed term employees). All liabilities relating to contract labour have been duly accounted for by the third party contractors.
- 11.7. To the best knowledge of ASK and the Company, none of the agreements between the Company or ASK and their respective consultants and employees (including the Employees) (a) require more than 3 (Three) months' notice to be terminated; or (b) provide for payment of any termination payments in the event of termination or pursuant to the Transaction or provide for any extra-ordinary payments.
- 11.8. The Company has not made any commitment to any Person or Governmental Authority relating to the number of the employees or to future (collective or individual) dismissals.
- 11.9. No liability which remains undischarged has been incurred or may be incurred, by the Company in relation to the Target Business for breach of any contract of employment or consultancy agreement with any employee or consultant, or any Applicable Law relating to labour or health and safety.
- 11.10. The Company does not operate, nor has it proposed or agreed to operate, for any of its officers or employees (including the Employees as on the Closing Date) any option or incentive or bonus or profit sharing scheme or arrangement, nor are any of the Company's officers or employees participating in or entitled (now or at any time) to participate in or otherwise receive benefit from any such scheme or arrangement.

## 12. Insurance

The Insurance Policies maintained by ASK with respect to the Target Business on the Execution Date and up to the Closing Date are listed in **Part F of Annexure 2**. None of Insurance Policies are transferable and the Company shall have to apply for and obtain prior to, or on the Closing Date, new insurance of the type and in the amounts comparable to the Insurance Policies which are required for the Target Business and are in accordance with Applicable Laws in India. The insurance maintained by the Company as on the Closing Date adequately covers the risks in relation to the Target Business and operations, in accordance with standard industry practice, which are customary for comparable businesses. The Company has maintained sufficient liability insurance cover that it is required to maintain under the relevant Contracts and / or arrangements with its respective customers.

### **13. Legal Compliance**

- 13.1. The Target Business has been undertaken by ASK in accordance with Applicable Laws in India, including without limitation relevant anti-corruption laws and Environmental Laws in India. In conducting the Target Business, to the best of ASK's knowledge, ASK has not deviated from any material provision of any Applicable Laws in India, and ASK has not received any notice from any Government Authority alleging non-compliance of any Applicable Laws.
- 13.2. The Target Business comprises only of activities in which foreign investment can be made to the extent of 100% (Hundred Per Cent) under the automatic route under the FEMA Regulations, without any sector-specific conditionalities.
- 13.3. The assets and turnover of the Company and ASK fall below the specified limits under the applicable exemptions under the Competition Act, 2002 in connection with the filings to be made under Section 5 and Section 6 thereof.

### **14. No Material Adverse Effect**

No event, occurrence, fact, condition, change, development, action or effect has occurred that would constitute a Material Adverse Effect under this Agreement or result in a Change of Control Event or which impairs the ability of ASK or the Company to perform its obligations under this Agreement or which renders or could reasonably be expected to render any of the Warranties being or becoming untrue, inaccurate, incomplete or misleading in any material manner.

### **15. Financial Statements & Tax**

- 15.1. The Financial Statements present a true and fair view of the assets, liabilities and state of affairs of ASK including in relation to the Target Business as at the date on which such accounts were prepared and are not misleading in any respect and give a true and fair view of the business operations assets, liabilities, cash flows and profits and losses and cash flows (where applicable) of ASK for the financial year for which such accounts were prepared. Other than as set out in the Financial Statements and the Export Liabilities, to the best knowledge of ASK there are no Claims, Liabilities, or Indebtedness (including present or contingent) and there does not exist any condition, fact or circumstance that will create a Claim, liability or Indebtedness in the future. There are no liabilities, obligations or Claims or Indebtedness in the Financial Statements in relation to the Target Business and there does not exist any condition, fact or circumstance that will create a Claim, liability or Indebtedness in the future.
- 15.2. Neither ASK nor the Company, are treated for any Taxation purpose as resident in a country other than India. Neither ASK nor the Company, have at any time had a branch or agency or permanent establishment in a country other than India. All Tax returns and filings of ASK and/or the Company (where applicable) are correct and complete in all respects and were prepared in compliance with, and have been duly filed in accordance with, all Applicable Laws. All Taxes due and payable by ASK or the Company, as the case may be, as on date have been duly paid within the respective time periods for their payment.
- 15.3. To the best knowledge of ASK and/or the Company, as the case may, each instrument to which ASK or the Company, as the case may be, are a party (i) which attracts stamp duty in any relevant jurisdiction has been duly stamped; and (ii) has been duly registered where required to be registered.

### **16. Claims and Proceedings**

- 16.1. Neither ASK nor is the Company the subject matter of any litigation, mediation, conciliation,



arbitration, prosecution or other legal proceedings which has any criminal prosecutions.

- 16.2. Neither ASK, nor the Company is the subject matter of any criminal proceedings or process by any Governmental Authority, administrative or regulatory body nor, are there any circumstances which is likely to give rise to any such investigation, inquiry or proceeding or process.

**17. Intellectual Property**

To the best knowledge of ASK and/or the Company, as the case may, all rights in all Intellectual Property required for the Target Business of the Company are vested in or validly granted to, ASK as on the Execution Date and up to the Closing Date, and the Company as on the Closing Date, and are not subject to any limit as to time or any other limitation, right of termination (including on any change in the underlying ownership or Control of the Company or restriction) and all renewal fees and steps required for their maintenance or protection have been paid and taken. Other than as set out in Part E of Annexure 2 and the ASK License Agreement and the ASK Brands, the ASK does not own or use any Intellectual Property for the Target Business and as on the Closing Date, other than pursuant to the ASK License Agreement, the Fras-le License Agreement, the Trademark Agreement and the ASK Brands Company, the Company does not use or require any other Intellectual Property to carry on the Target Business and / or in relation to the Target Assets. All such Intellectual Property (mentioned above), are owned by, or licensed to ASK as on the Execution Date and up to the Closing Date (other than pursuant to the Fras-le License Agreement and the Trademark Agreement), and the Company (as on the Closing Date) and are valid, subsisting and enforceable. No misrepresentations or omissions have been made in relation to any Intellectual Property owned by ASK or the Company, as the case may be, including to any Governmental Entity. Neither ASK nor the Company has received any opposition to the registration of the Intellectual Property rights and has not filed any Intellectual Property right in other countries. Neither ASK nor the Company, has infringed the Intellectual Property rights of any Person.

**18. Material Information and Documents Provided**

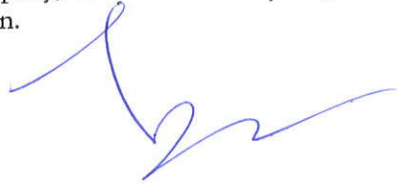
- 18.1. The information provided by ASK and the Company to Fras-le during the preparation and negotiation of the Transaction Documents was provided by ASK, the Company and their representatives and advisors in good faith and is true, correct, complete and accurate in all material respects, including information relating to the Target Business and the Target Assets.
- 18.2. All material information pertaining to the Target Business has been provided to Fras-le, including all information which may affect the willingness of or have a bearing on a third party purchaser to acquire the Target Assets or consummate the Transaction.
- 18.3. With respect to the Warranties, all information supplied by ASK or the Company and their representatives and advisors to Fras-le or their agents and advisors is true, correct, accurate and complete in all material respects with reference to the facts and statements contained therein and neither ASK nor the Company, to the best of their respective knowledge, have knowingly or deliberately withheld any material information or documents in their possession or accessible to them.

**19. Customers**

- 19.1. The customers of ASK, which are in relation to, or in connection with the Target Business are set out **Part J of Annexure 2**, and such list is a true, correct, accurate and complete list in all respects, and such customers shall be the customers of the Company on and from the Closing Date, such customers being the "**Customers**".
- 19.2. ASK and the Company have, and to the best knowledge of ASK and the Company, the Customers to each of the purchase orders which have been executed with the relevant Customer



have, complied with all the terms and conditions contained in the underlying purchase orders and neither of them have not done any act or omission which is likely to give rise to any breach of the underlying purchase orders or result in any such underlying purchase orders being terminated. No Customer has indicated that it intends to terminate any underlying purchase order prior to the expiry of the previously contracted term, or to substantially reduce its commercial relationship with ASK or the Company, as the case may be, for any reason whatsoever, including on account of the Transaction.



**ANNEXURE 7**  
**FRAS-LE WARRANTIES**

**1. Existence, Ability and Legally Binding**

Fras-le is duly incorporated and validly exist under the laws of the country of its incorporation. Fras-le is not in receivership or liquidation, nor has it taken any steps to enter into liquidation, and no petition has been presented for the winding-up of Fras-le. Fras-le is not subject to bankruptcy or insolvency, and no petition has been presented for the bankruptcy or insolvency of Fras-le.

**2. Authority**

Fras-le has taken all necessary actions, corporate or otherwise, as applicable to it to authorise or permit the execution, delivery and performance of the Transaction Documents and the transactions contemplated therein. Fras-le has the power and authority to enter into, and perform and comply with their respective obligations under the Transaction Documents.

**3. Solvency of Fras-le**

Neither Fras-le, nor any Affiliate holding Equity Shares in the Company is insolvent nor unable to pay its debts, nor has it received any notice to that effect, nor, has any of its creditors presented any petition, application or other proceedings for any administration order, creditors' voluntary arrangement or similar relief by which its affairs, or business assets will be managed by a Person appointed for the purpose by a Governmental Authority or by any creditor or by the entity itself nor has any such order or relief been granted or appointment made.

**4. No violation**

4.1. Neither the execution, delivery and performance of the Transaction Documents by Fras-le, nor the performance of the transactions contemplated therein by the Fras-le, will:

- (a) constitute a breach or violation of the organisational documents of Fras-le;
- (b) violate, conflict with or constitute (with or without with the passage of time or the giving of Notice) a violation of any of the terms and conditions of, or default under or breach of performance of any contract to which Fras-le is a party or contravene any provision of any Applicable Law; or
- (c) to the best knowledge of Fras-le, violate any court order, judgment, injunction, award, decree or writ against, or binding upon, Fras-le, its properties or its business.

**5. No Material Adverse Effect**


No event, occurrence, fact, condition, change, development, action or effect has occurred that would constitute a Material Adverse Effect with respect to Fras-le under this Agreement or results in a Fras-le Change of Control or which impairs the ability of Fras-le to perform its obligations under this Agreement or which renders or could reasonably be expected to render any Fras-le Warranty being or becoming untrue, inaccurate, incomplete or misleading in any material manner.

**6. Material Information and Documents Provided**

6.1. The information provided by Fras-le to ASK during the preparation and negotiation of the Transaction Documents was provided by Fras-le and its/their representatives and advisors in good faith and is true, complete and accurate in all material respects.

6.2. All material information pertaining to the business activities of Fras-le's Products Division and



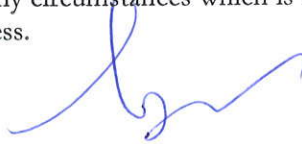


matters relating to Fras-le License Agreement have been provided by Fras-le to ASK.

- 6.3. With respect to the Fras-le Warranties, Fras-le has not knowingly or deliberately withheld any material information or documents in their possession or accessible to them.

**7. Claims and Proceedings**

- 7.1. Fras-le is not engaged in any litigation, mediation, conciliation, arbitration, prosecution or other legal proceedings which has any criminal prosecutions.
- 7.2. Fras-le is not the subject matter of any criminal prosecutions, by any Governmental Authority, administrative or regulatory body nor, are there any circumstances which is likely to give rise to any such investigation, inquiry or proceeding or process.





ANNEXURE 8  
FORM OF THE LEASE AGREEMENT

LEASE DEED

**THIS LEASE DEED** ("Deed") is made at Gurugram, Haryana, India on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between:

**ASK Automotive Private Limited**, a company registered under the Companies Act, 1956 and having its Registered Office at 104/929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi 110005, hereinafter referred to as the "**Lessor**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-interest, executors and administrators) of the **ONE PART**;

**AND**

[insert name of JVCO], a company registered under the Companies Act, 2013 and having its Registered Office at Farm No. 82, Road No. 4, Silver Oak Marg Ghitorni, South West Delhi, Delhi 110030, hereinafter referred to as the "**Lessee**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, executors and administrators) of the **OTHER PART**.

(The **Lessor** and the **Lessee** are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".)

**WHEREAS:**

- A. The Lessor is absolutely seized and possessed off and well and sufficiently entitled to the ownership rights of the **Factory Building** constructed on a plot admeasuring **7200** square yards, by virtue of Land (*defined hereinafter*) situate lying and being at Sector-8, IMT Manesar, Gurugram 122050 (Haryana, India), more particularly described in the **Schedule** hereunder and delineated by red colour boundary line on the plan annexed hereto and marked as **Annexure 'A' ("Plan")**, and the factory building standing on the Land comprising of ground floor, first floor and part of second floor admeasuring approximately 76,836.23 (Seventy Six Thousand Eight Hundred and Thirty Six Point Twenty Three) square feet (built-up area) in the aggregate (*collectively* "**Structures**") (the Land and the Structures are hereinafter collectively referred to as the "**Demised Premises**") which Demised Premises was acquired by the Lessor under a Conveyance Deed duly registered with the Sub Registrar, Manesar on 23.04.2014 as document no. 181. On this plot a new building was constructed consisting of Ground Floor, First Floor and Part of Second Floor (hereinafter referred to as the "**Demised Premises**");
- B. The Lessee is a joint venture company promoted by the Lessor and Fras-le-S.A. pursuant to a Joint Venture Agreement dated 5<sup>th</sup> December 2017 ("**JV Agreement**"); and,
- C. Pursuant to the negotiations between the Parties, the Lessor has agreed to grant to the Lessee and the Lessee has agreed to take on lease from the Lessor the Demised Premises on the terms and conditions more particularly set out hereunder.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

**ARTICLE 1**

**LEASE TERM, LOCK-IN PERIOD, AND LEASE RENTALS**

- 1.1 In consideration of the Rent (*defined hereinafter*) and Lessee's covenants hereinafter reserved and contained, the Lessor doth hereby demise unto the Lessee plot no. 446-D admeasuring 7200

square yards ("**Land**") situate lying and being at Sector-8, IMT Manesar, Gurgaon 122050 (Haryana, India), more particularly described in the **Schedule** hereunder and delineated by red colour boundary line on the plan annexed hereto and marked as **Annexure 'A'** ("**Plan**"), and the factory building standing on the Land comprising of ground floor, first floor and [part of second floor admeasuring approximately 76,836.23 (Seventy Six Thousand Eight Hundred and Thirty Six Point Twenty Three) square feet built-up area in the aggregate shown in blue hatched lines on the Plan ("**Structures**") (the Land and the Structures are hereinafter collectively referred to as the "**Demised Premises**"), free from all encumbrances **TO HAVE AND HOLD** unto the Lessee the Demised Premises hereby demised for the Lease Term (*as defined hereinafter*).

- 1.2 The Lessee can use the Demised Premises for the purpose of manufacturing friction products (viz., brake lining and brake pads) for commercial vehicles from 3.5 tons and above, including ancillary activities in relation to the same ("**Purpose**").
- 1.3 The Parties agree that the term of the lease shall be for nine (9) years commencing from [●] and expiring on [●] ("**Lease Term**") which Lease Term shall renewed for such further period as may be mutually agreed between the Parties hereto on such mutually agreed terms and conditions to be recorded in the renewed lease deed conditional to the Lessee communicating its intention to renew the Lease Term one (1) year prior to the expiration of the Lease Term under this Deed.
- 1.4 Neither Party can terminate the Lease for an initial period of three (3) years commencing from the commencement of the Lease Term ("**Lock-in Period**") provided however in case of termination by Lessee or by the Lessor on account of failure by the Lessee to pay the Rent for a continuous period six (6) months during the Lock-in-period, then the Lessee will be required to pay the Rent equivalent to the residual Lock-In-Period, unless otherwise agreed between the Parties.
- 1.5 The Lessee shall be entitled to terminate this Lease Deed after giving six (6) months' notice, which can be given only after expiry of two years and six (6) months from the commencement of the Lease Term.
- 1.6 The Lessee shall pay to the Lessor the monthly lease rentals at the rate of Rs. 25,00,000/- (Rupees Twenty Five Lacs only) in advance. That the Rent will increase every year @ 5% on the last paid Rent ("**Rent**"). For the sake of clarity the first increase will be after 12 months from the date commencement of the Lease term and the amount of increase will be Rs 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only). In addition to the Rent, all taxes present and future GST applicable on the Rent will be paid by the Lessee along with the Rent every month. It is the duty of Lessor to raise the invoice for the Rent and the taxes and/or GST payable thereon. For the sake of clarity at present the applicable tax is GST @ 18% and the Parties agree that the Lessee shall bear and pay the applicable GST till such time as the Lessee can claim the GST credit for the same.
- 1.6 The Lessor shall be free to securitise the Rent receivable from the Lessee provided however it is expressly agreed and confirmed that Lessee shall not be called upon towards creation of such charge/or encumbrance by the Lessor in favour of such lender in respect of the securitising of the rent as aforesaid. Further, if the Lessee is called upon to pay the Rent to such lender or any third party on account of such securitisation then the same shall be treated as the sufficient discharge of the lessee's obligations towards the payment of the Rent under this Deed.
- 1.7
  - (a) The aforesaid Rent to be payable on or before the 7<sup>th</sup> day of each calendar month in advance and subject to deduction of the requisite amounts towards tax deductible at source under the applicable Income-tax laws. The Lessee shall provide the certificate of such tax deduction to the Lessor at the end of each quarter of the financial year.
  - (b) The payment of all taxes related to the Demised Premises such as ground rent, House Tax, Property Tax etc. present and future shall be borne and paid by the Lessor alone.

- (c) That in the event of delay in payment of monthly Rent, Lessee shall be liable to pay interest @ 18% Per Annum for the delayed period. However a grace period of 10 days is agreed between the Parties only for one incidence per year.
- 1.8 In case the Lessee fails to pay Rent for a period of six (6) consecutive months during the Lock-in Period or for a period of three (3) consecutive months at any time after the Lock-In Period, this would amount to breach of this Deed and in that event the Lessor can terminate this Deed by issuing notice of 30 days to the Lessee and in such event Lessor shall have the right to re-enter the Demised Premises.
- 1.9 This Deed shall be renewed by mutual written consent of the Parties upon the terms and conditions as mutually agreed between the Parties upon the Lessee providing the Lessor with a written intimation of its intention to renew the Lease Term one year prior to the expiration of the Lease Term (*i.e.* on the completion of the 7<sup>th</sup> year of the Lease Term).

## ARTICLE 2 SECURITY DEPOSIT

- 2.1 The Lessee shall deposit with the Lessor an interest free fully refundable Security Deposit equivalent to four (4) months' Rent which will be paid at the time of execution of this Deed ("Security Deposit").
- 2.2 Upon the expiry of the Term or earlier determination thereof, the Lessor shall refund the Security Deposit to Lessee without interest simultaneously against the Lessee handing over vacant and peaceful possession of the Demised Premises to the Lessor. Any loss/damage to Demised Premises beyond reasonable wear and tear, arrear of Rent, pending invoices related to utilities like power/water etc. will be adjusted against the Security Deposit.
- 2.3 In the event the Lessor fails to refund the Security Deposit on the expiration of the Term or earlier termination thereof, the Lessee shall be entitled to continue the use, occupation and possession of the Demised Premises without paying any Rent or any other charges payable in respect of the Demised Premises till such time that the Security Deposit is refunded with interest at the rate of 18% per annum for such delayed period.

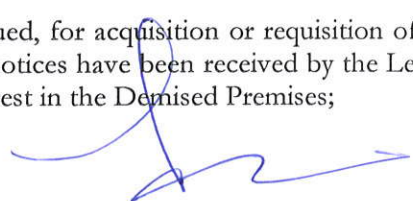
## ARTICLE 3 REPRESENTATIONS

### 3.1 Lessor representations

Based on the following representations made by Lessor to the Lessee, the Lessee has agreed to execute this Deed:

- 3.1.1 The Lessor is the absolute owner in respect of the Demised Premises and has good right, absolute power, clear and marketable title to the Demised Premises and full authority to deal with the same and is in the exclusive possession, enjoyment and occupation of the Demised Premises;
- 3.1.2 The Lessor has obtained all necessary permissions and approvals from the concerned authorities to use the Demised Premises for the Purpose and there is no legal impediment to use the Demised Premises including for the Purpose;
- 3.1.3 No notice has been issued, or is likely to be issued, for acquisition or requisition of the Demised Premises or any part thereof and not notices have been received by the Lessor from any person claiming any right title and interest in the Demised Premises;

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- 3.1.4 There are no litigation, legal or other proceedings before any Court or tribunal or authority affecting or concerning the Demised Premises and there is no notice of *lis pendens*, order, decree, or attachment either before or after judgment nor any prohibitory order or injunction passed by any forum against the Lessor restraining the Lessor from dealing with the Demised Premises;
- 3.1.5 The Structure standing on the Land have been constructed in accordance with the local building regulations and all approvals required under applicable law for the purpose of constructing and occupying the Structures were obtained at the time of construction of the Structures in accordance with applicable law;
- 3.1.6 The Structures are in good repairs and condition and there is no present requirement of carrying out repairs to the Structures;
- 3.1.7 There are no income-tax or other proceeding whether for recovery, under the Income-tax Act, 1961 or otherwise initiated by any Taxation Authorities pending under the Income-tax Act, 1961, Excise Duties, service tax or any other statutes or law for the time being in force from dealing with or disposing off the Demised Premises, which may negatively affect the lease in favour of the Lessee as herein envisaged and there are no dues payable to any of the authorities;
- 3.1.8 At present, the Lessor on its name has sanctioned electricity load of 1000 KW. The Lessee shall get this load transferred to its name at its own cost including the deposit of refundable security with the electricity department. The Lessor shall provide all the necessary documents, no objection certificate required for the purpose and in general to provide all support to get this load transferred in the name of Lessee. The Lessee shall be free to increase or decrease the electricity load as per its requirement.
- 3.1.9 The Lessor shall permit the Lessee to prominently display sign boards, signage's, name plates, as may be required by the Lessee without any objections or payment of any additional charges whatsoever on the exterior as well as the interior of the Demised Premises as per the local prevailing laws.
- 3.1.10 The Lessor has paid all municipal taxes, property taxes and other taxes and outgoings and shall continue to pay all present and future municipal taxes and any other taxes and outgoings such as corporation taxes and any increases thereon during the Term, in respect of the Demised Premises.
- 3.1.11 Neither the Lessor and/or any person on their behalf have otherwise entered into any agreement for sale or development or otherwise transferred the Demised Premises or any part thereof to any person nor is any such agreement subsisting and /or valid.
- 3.1.12 The Lessor has not sold, let out, gifted, exchanged, given on leasehold basis, created any mortgage, charge or encumbrance or otherwise transferred the Demised Premises to any person/party and/or entered into with anybody any agreement for any such or other transfer of the Demised Premises and/or any part thereof whereby any third party may have right, title, interest or claim or otherwise be entitled into, upon or in respect of the Demised Premises or any part thereof and neither has the Lessor parted with possession of the Demised Premises or any part thereof to any third party or person.

**ARTICLE 4  
COVENANTS**

4.1 The Lessor's covenants

The Lessor hereby expressly covenants with the Lessee as under:

**4.1.1 Usage**

The Demised Premises is available for the Purpose and that the Lessee shall be entitled to use the same for its business of manufacturing of friction products (viz., brake lining and brake pads) for commercial vehicles from 3.50 tons and above, including ancillary activities in relation to the same.

**4.1.2 Taxes**

The Lessor shall pay all existing and future rates, taxes such as property taxes, building taxes, corporation taxes, house taxes, etc., payable to the governmental and/or any other authorities and municipalities in respect of the Demised Premises.

In the event of non-payment by the Lessor of any of the above-mentioned taxes, the Lessee may, at its sole discretion, make payment thereof. In such event, the Lessee shall have the right to adjust the same against the monthly Rent payable to the Lessor as provided in Article 2 hereof.

**4.1.3 Omission of Acts**

The Lessor has not done or omitted to do any act, matter, deed or thing and shall not do or omit to do any act, matter, deed or thing whereby the lease in respect of the Demised Premises granted hereunder shall become void or voidable or be affected in any manner or cancelled or revoked or determined.

**4.1.4 Electricity**

- (a) The Lessor shall hand over to the Lessee all the electrical lines bearing electricity load of 1000 KW and other such power connections in respect of the Demised Premises in full working condition.
- (b) The Lessee agrees to carry out repairs of the Structural damages required to be done attributed to any lapse or negligence of the Lessee. However, all other structural damages caused due to any force majeure events or not attributed to any lapse or negligence of Lessee would be repaired / rectified by the Lessor at the Lessor's cost and expense. All day to day repairs would be responsibility of the Lessee and the Lessee shall maintain the building in good condition (subject to reasonable wear and tear).
- (c) The Lessee shall pay electricity, telephone and water charges to concerned authorities on time and keep the Lessor indemnified in this regard.

**4.1.5 Removal of Equipment**

On the expiry or earlier determination of this Deed, the Lessee shall remove all its equipment, units, appliances, etc. installed at the Demised Premises and shall handover the vacant, quiet and peaceful possession thereof (reasonable wear and tear accepted) to the Lessor, before refund of the Security Deposit by the Lessor to the Lessee. Any damage beyond normal wear and tear will be adjusted against the Security Deposit.

**4.1.6 Access**

The Lessor shall provide access, without any restriction whatsoever, on a 24x7x365 basis to the members of the staff of the Lessee and other persons permitted to use and occupy the Demised



Premises, their visitors and contractors for the purpose of ingress and egress to the Demised Premises.

Lessor through its representatives shall have right to enter the Demised Premises during office hours with prior written notice of 24 hours specifying the purpose for which the Lessor needs to inspect the building either directly or through its authorised representative. The Parties hereto mutually agree that the Lessor shall not be permitted by the Lessee to inspect such area of the Demised Premises which relate and/or contain material with respect to trade secrets of the Lessee's operations being conducted in the Demised Premises unless such area has suffered some major structural damage and requires urgent repair and maintenance of the same.

#### 4.1.7 Enjoyment of the Demised Premises

The Lessee shall peacefully and quietly possess and enjoy the Demised Premises and run and operate all facilities therein in the manner desired by the Lessee, during the Lease Term without eviction, interruption, disturbance, claim or demand whatsoever by the Lessor or any person or persons lawfully or equitably claiming by, from, under or in trust for them.

#### 4.1.8 Structural/Non Structural Changes

The Lessee shall be at liberty at its sole cost and expense to make, fix or install temporary additional fittings or fixtures in the Demised Premises including equipment, pipes, cables, shelves, screens, racks, sunblinds, partitions, cabins, false ceilings and water, electric, telephone, sanitary and other installations, air conditioners exhaust fans, ducting, lights and fans, and shall be entitled to remove the same. The Lessee shall be entitled to carry out renovation or interior work, refurbishment *etc.* in the Demised Premises which shall be of temporary and non-structural in nature. The Lessee shall be entitled to install equipments, computers and other such equipment/ gadgets/items of temporary and non-structural in nature, which are necessary for the Lessee to conduct its Purpose in the Demised Premises. It is agreed between the Parties hereto that the Lessee shall not require any consent from Lessor for any of the additions/alteration to the Demised Premises specified in this clause. The equipments installed by Lessee in the Demised Premises shall remain the exclusive property of Lessee at all times and the same shall be vacated from the Demised Premises on the termination and/or the earlier determination of this Deed. Further the Lessee shall at its sole discretion, cost and expense undertake any kind of refurbishment, renovation and repairs in the Demised Premises for its upkeep and the use and occupation of the Demised Premises in its normal course of business without the requirement of the Lessor's consent regarding the same.

The Lessor agrees to allow the Lessee to carry out structural changes to the Demised Premises at any time with the prior written approval of Lessor, which shall not be unreasonably withheld, and subject to the approval of the municipal and other public authorities, if required, provided such alterations do not affect structural safety and stability of the demised premises. Provided however that, all such changes, except those initially agreed upon to be done prior to the commencement of the lease, shall be carried out by the Lessee at the sole cost of the Lessee. In the event of the Lessor withholding such consent/approval, the Lessor shall intimate to the Lessee in writing the reasons for withholding such consent.

#### 4.2 The Lessee hereby expressly covenants with the Lessor as under:

- (a) The Lessee undertake not to do or cause to be done in or upon the aforesaid Demised Premises any act, matter or thing whatsoever which may need any interference by the Police or Local authority.
- (b) The Lessee shall not carry on or permit to be carried on in the Demised Premises or any part thereof, any activity which is unlawful or obnoxious nor shall the Lessee store any



goods of hazardous or combustible nature in demised premises except those permitted under applicable law.

- (c) The Lessor shall not be responsible for any non-compliance done. The Lessee shall observe and abide all rules/ and regulations of concerned with respect to the operations being conducted by the Lessee on the Demised Premises as may have been issued and/or as may be amended from time to time by the competent authorities/agencies. Further related to Lessee's activities, Lessee shall indemnify and keep Lessor (including its promoters and directors,) indemnified against any such claim/demand or actions caused due to non-performance/non-compliance on the part of the Lessee. The Lessor can adjust the Security Deposit to indemnify itself against claims/demand or actions caused due to non-performance/non-compliance on the part of the Lessee or as may be raised by a competent authority with respect to the operations being conducted by the Lessee on the Demised Premises.
- (d) Lessee shall co-operate and sign all the necessary documents in case Lessor gets any loan / other facility against the security of the Rent under this Deed from any bank/financial institution/person.

#### 5.1 The Lessee's Rights and Liabilities

In addition to the rights available to a Lessee in terms of Section 108 of the Transfer of Property Act, 1882, the Lessee shall have the following rights and obligations during the Term:

- (a) That Lessee will pay and discharge all the maintenance charges and required government taxes (other than all property taxes (present and future) which shall be borne and paid by the Lessor alone) and utilities (such as water, sanitation, sewerage, electricity) assessed, charged and/or imposed upon the Demised Premises payable during the Leased Term;
- (b) Subject to written consent of the Lessor, the Lessee shall be entitled to put up additional constructions on the Land and/or make structural alterations/permanent additions to the Structures standing on the Land ("**Improvements**"), after obtaining the requisite permissions, sanctions and approvals from the concerned local authorities and thereafter to construct thereon the buildings and structures as may be approved by the concerned local authorities, which Improvements will belong to the Lessee and the Lessee shall be entitled to remove the Improvements upon expiry or sooner termination of this Agreement.;
- (c) For the purposes of putting up additional constructions or making alteration/additions, the Lessee shall be entitled to submit proposals to the local authority, government and other body/ies and authority Board/s in its own name and comply with the requisitions of the concerned authorities and make execute and give appropriate bonds, undertakings, etc. and obtain all requisite sanctions and permissions and carry out the work;
- (d) Subject to clause (b) above, the Lessee will at the expiration of the Term quietly and peacefully surrender and deliver to the Lessor possession of the Demised Premises in reasonably good condition (reasonable wear and tear excepted); and,
- (e) The Lessee will use the Demised Premises only for the Purpose or such other use as may be permitted in writing by the Lessor.

ARTICLE 6  
SUB-LETTING / SALE / TRANSFER

## **6.1 Sub-letting by Lessee**

- 6.1.1 The Lessee shall not, without the previous written consent of the Lessor, transfer, assign, under let or part with the possession of the Demised Premises or any part thereof. The Lessee shall reserve the right to transfer, assign, under let, or part with the possession of the Demised Premises or any part thereof in favour of an affiliate, group companies, subsidiary of the Lessee without the consent of the Lessor.
- 6.1.2 The Lessee shall not create any third party interest in whole or part of the Demised Premises. The Lessee shall not enter into any arrangement leading directly or impliedly to creation of co-tenancy rights in respect of the Demised Premises in favour of a third party.
- 6.1.3 During the subsistence of the Lease Term, the Lessor shall be entitled to sell the Demised Premises, but subject to the rights of the Lessee under this Deed. Accordingly, the lease of the Leased Premises shall be attorned in favour of such transferee or transferees. The sale of the Demised Premises shall always be subject to the lease hereby granted to the Lessee in respect thereof, and this shall be specifically provided in the agreement or deed that may be executed in favour of a third party buyer. The Lessor shall ensure that the third party buyer agrees to be bound by the terms of this Deed and executes a deed of adherence to this Deed and such third party buyer will step into the shoes of the Lessor, till the expiry or early termination of the Lease Term, and any renewal thereof.

## **ARTICLE 7 INDEMNITY**

- 7.1 The Lessee shall indemnify and hold harmless to the Lessor for non-payment of Rent and for any loss that the Lessor may suffer due to Lessee using the Demised Premises other than for the Purpose or such other use as may be permitted in writing by the Lessor. The Lessor shall indemnify and hold harmless to the Lessee in the event of any loss / damage suffered by the Lessee attributed to breach of terms and conditions of this Deed by the Lessor.

## **ARTICLE 8 TERMINATION AND CONSEQUENCES OF TERMINATION**

### **8.1 Termination by either Party:**

- 8.1.1 Except as provided in Articles 1.8 and 8.1.4 of this Deed, it is agreed that the Lessor shall not be entitled to terminate this Deed, during the Term of the Deed and renewal thereafter.
- 8.1.2 The Lessee shall be entitled to terminate this Deed, after giving 6 (six) months written notice to the Lessor. The said notice of 6 (six) months can be given only after expiry of the initial two years and six months commencing from the date of execution of this Deed.
- 8.1.3 In the event of breach of any of the Lessor's covenants herein and/or the terms and conditions hereof, the Lessee shall give a written notice to the Lessor to rectify or cure such breach within a period of 90 (Ninety) days from the date of receipt of notice in that regard. If the Lessor fails to remedy and rectify the default within the aforesaid period the Lessee shall without prejudice to any other right or remedy available to it hereunder or under any law for the time being in force, be entitled to terminate this Deed forthwith.
- 8.1.4 In case the Lessee fails to pay Rent for a period of 3 (three) consecutive months subsequent to the completion of the Lock-In Period, this would amount to breach of terms of this Deed and in that event the Lessor shall issue a written notice to the Lessee specifying the nature of breach committed by the Lessee. The Lessee shall be entitled to rectify/remedy/pay and clear the said breach within a period of 30 (thirty) days from the date of receipt of the notice. In case Lessee fails to rectify/remedy/pay the Lessor, the Lessor shall be entitled to terminate this Deed and the

Security Deposit shall stand forfeited. In such event Lessor would have the right to re-enter the Demised Premises. Save and except the aforesaid, the Lessor shall not be entitled to terminate this Deed even prior to expiry of Lease period by serving 30 days' notice.

8.4 Notwithstanding anything contained herein upon termination of the JV Agreement, this Deed will stand terminated within 1 year from the date of termination of the JV Agreement and upon expiry of the period of 1 year the Lessee will hand over vacant and peaceful possession of the Demised Premises to the Lessor.

8.5 In case Lessor enters the Demised Premises upon termination of this Deed such entry in the Demised Premises of the Lessor shall be without prejudice to any claim which the Lessor may have against the Lessee with respect to outstanding Rent or any other charges payable under this Deed by the Lessee. In case the Lessee does not vacate the Demised Premises as provided in Article 8.4, then without prejudice to other rights or remedy, the Lessor shall be entitled to charge liquidated damages for unauthorised occupation at the rate of Rs. 200,000 per day.

8.6 The above clause 8.5 will be applicable only in case if the Lessor has informed about the breach to the Lessee and such breach has not been rectified by the Lessee in accordance with the provisions of this Deed.

#### 8.7 Termination due to Events of Force Majeure

Notwithstanding anything to the contrary hereinabove contained, if at any time during the subsistence of this Deed, the Demised Premise is destroyed or damaged by fire, tempest, earthquake, accident, act of God, war or due to any other cause beyond the control of the Lessee such that the Demised Premises or a substantial part thereof becomes unfit for occupation, then the Lessee shall be at liberty to terminate this Deed, by giving thirty (30) days' notice in writing to the Lessor and the Lessor shall be obligated to refund the Security Deposit amount upon expiration of such thirty (30) day notice without any further delay.

#### 8.8 Consequences of Termination


Upon earlier termination of this Deed, the Lessee shall offer to vacate the Demised Premises and shall handover the vacant, quiet and peaceful possession thereof (except reasonable wear and tear) to the Lessor as of the date of such termination before refund of the Security Deposit by the Lessor to the Lessee. Provided however that, the Lessee shall be entitled to take away all such equipment, units, appliances, etc. that may have been installed by the Lessee in the Demised Premises. In the event of the Lessee is not vacating the Demised Premises upon termination of this Deed, the Lessor shall be entitled to re-enter upon the Demised Premises or any part thereof and thereafter the lease hereunder shall stand determined provided always that such re-entry shall be without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants on the part of the Lessee.

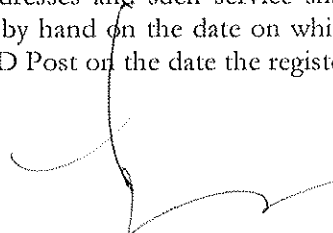
### ARTICLE 9 MISCELLANEOUS

#### 9.1 Notices

9.1.1. All notices required to be served by either of the Parties hereto upon the other shall be deemed to have been duly and effectually served if delivered by hand or addressed by Registered A.D. Post at the following addresses and such service shall be deemed to have been effected in the case of delivery by hand on the date on which it so delivered and in the case of delivery by Registered AD Post on the date the registered AD notice is received by the addresses:

(a) In the case of the Lessor:







**ASK Automotive (P) Ltd.**

Atten: [●]

Address: Plot No. 28, Sector-4, IMT Manesar, Gurgaon-122050

Tel no.: [●]

Fax no. 0124-4659300

(b) In the case of the Lessee:

**ASK Fras-le Friction (P) Ltd**

Atten: [●]

Address: Farm No. 82, Road No. 4, Silver Oak Marg Ghitorni, South West Delhi, Delhi 110030

Tel no.: [●]

Fax no.: [●]

9.1.2 All notices shall be deemed to have been validly given on (i) the expiry of fourteen days of the posting, if sent by registered post; or (ii) the expiry of five days after transmission, if sent by recognised overnight courier posting; or (iii) the business date of receipt, if personally delivered.

9.1.3 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Deed by giving not less than fifteen days prior written notice to the other Party.

**9.2 Entire agreement**

This Deed comprises the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings concerning this Deed and each subject matter. Each of the Parties acknowledge that they have not entered into this Deed relying upon any earlier representation, statement or agreement, whether oral or in writing, which is not recorded in these documents.

**9.3 Severance of terms**

In the event that any of the provisions of this Deed shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with deletion of such words or such reduction of scope, period or area of application, as may be required to make such provision valid and effective; provided however that, on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provision contained in this deed were limited as provided hereinabove, the original provision would stand renewed and be effective to its original extent, as if it had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to observe and be bound at all times by the spirit of this Deed.

**9.4 Survival of obligations**

Any provision or covenant of this Deed, which expressly, or by its nature, imposes obligations beyond the expiration or termination of this Deed, shall survive such expiration or termination.

**9.5 Plant & Machinery**



On Execution of this Deed, the Lessor is responsible to pass on the vacant possession of the said Demised Premises to the Lessee. However a period of seven (7) months has been agreed between the Parties to remove the plant and machinery belonging to the Lessor.

**9.6 Waiver**

The granting by any Party of any time or indulgence in respect of any breach of any term of this Deed by any other Party shall not be deemed a waiver of such breach. The waiver by any Party of any breach of any term of this Deed by any other Party shall not prevent the subsequent enforcement of that term (save to the extent of the express waiver in question) and shall not be deemed a waiver of any subsequent breach.

The rights of the parties under this Deed shall not be prejudiced or restricted by any indulgence or forbearance extended to the other Party. Failure of any Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce every provision. No waiver of any breach of any provision of this Deed shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by a duly authorised representative of the waiving Party.

**9.7 Violation of terms**

The Parties agree that each Party shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other Party from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Deed. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have, at law or in equity, including without limitation, a right for recovery of the amounts due under this Deed and related costs and a right for damages.

**9.8 Jurisdiction & Governing Law**

The courts of Gurugram, Haryana, India shall have exclusive jurisdiction in respect of any disputes arising under this Deed. This Deed shall be subject to laws of India.

**9.9 Dispute Resolution**

If any dispute or difference arises between the Parties hereto during the subsistence of this Deed or thereafter, in connection with the validity, interpretation, implementation or breach of this Deed, the Parties shall endeavor to resolve the same by referring the same to the respective Advocates for the Parties by way of mediation. In case the dispute is not resolved by the Advocates of the Parties, the dispute shall be referred to panel of 3 arbitrators. Each Party shall appoint one (1) arbitrator. The two (2) appointed arbitrators shall appoint the third arbitrator (presiding arbitrator). The arbitration shall be conducted in English language and the seat of arbitration shall be Gurugram, Haryana, India. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereto.

**9.10 Enforcement**

In the event a Party resort to legal action to enforce the terms and provisions of this Deed, the prevailing Party may recover from the other Party the costs of such action including, without limitation, reasonable attorneys' fees.

**9.11 Amendment**



No variation or amendment amendments of this Deed shall be valid binding on any Party unless such amendment is evidenced in writing, and signed by or on behalf of each of the Party.

#### 9.12 Costs

Unless otherwise specified in this Deed, each Party shall bear its own respective fees, costs and expenses incurred in connection with the negotiation, preparation and, execution of this Deed and the transactions contemplated by performance of this Deed. The Parties agree that this Deed shall be duly stamped and registered with the Sub Registrar, Gurugram, Haryana, India and the stamp duty and registration charges, relating to or other expenses in connection with this Lease Deed shall be equally borne by the Lessee. The Parties hereto mutually agree that this Deed shall be submitted for registration within a maximum of seven (7) days from the date of execution hereof.

#### 9.13 Counterparts

This Deed is executed in 2 (two) counterparts each of which when executed shall constitute an original, but all such counterparts shall together constitute one and the same Deed. One each of such counterparts shall remain with each of the Parties.

#### 9.14 Interpretation

- a. References to a provision, Clause, Schedule or an Annexure are to a provision, clause of, or a schedule or annexure to, this Deed and references to this Deed include its Schedules and Annexures, which are part of this Deed, and references to a part or paragraph include references to a part or paragraph of a Schedule or Annexure to this Deed;
- b. The Recitals, Annexure and Schedule, if any annexed shall form an integral and operative part of this Deed; and
- c. In this Deed, unless the context requires otherwise, capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed.

#### 9.15 No Partnership

Nothing contained in this Deed shall constitute or be deemed to constitute a partnership or association of persons between the Parties, and no Party shall hold himself/ itself out as an agent for the other Parties.

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribed their respective hands, the day and year first hereinabove written.

#### Schedule

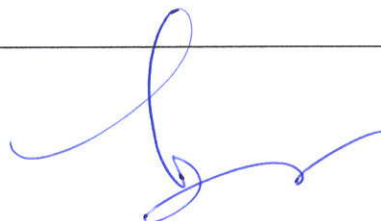
*(Details of the Demised Premises)*

<i>For and on behalf of</i> <b>ASK Automotive Private Limited</b>	<i>For and on behalf of</i> <b>ASK Fras-le Friction Private Limited</b>
Signature: _____ Name: _____	Signature: _____ Name: _____



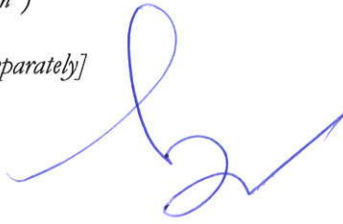
Designation:	Designation:
<u>Witness:</u>	<u>Witness:</u>
Signature: _____	Signature: _____
Name:	Name:
ID&ID No.:	ID&ID No.:
Address:	Address:

MM



**Annexure 'A'**  
(*Plan*)

*[attached separately]*

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**ANNEXURE 2**  
**ASK'S LIST OF CUSTOMERS**

No.	Direct Customer	Country	Product	Indirect Customer	Country	Label	Brand
			Brake Lining	Custom Clutch & Friction	South Africa	Private	Brakeforce
			Brake Lining	Ian Lawrie & Co, Melbourne	Australia	ASK	ASK
			Brake Lining	Goldstar	South Africa, Mozambique, Zambia, Zimbabwe, Malawi	Private	Goldstar + ASK
			Tractor Lining	Industrial Brake	UK	ASK	ASK
2				Indo Nikko	Nigeria	Private	Infinity
				Indo Nikko	Nigeria	Private	Infinity
3	Noble Automotive	Qatar	Brake Lining	N/A	Qatar	ASK	ASK
4	SARL Auto	Algeria	Brake Lining	N/A	Algeria	ASK	ASK
			Brake Pads	N/A	Algeria	ASK	ASK
5	Jordex Agency / Technoparts	South Africa	Brake Lining	N/A	South Africa	ASK	ASK
			Brake Pads	N/A	South Africa	ASK	ASK
6	Amkul Dubai	Dubai	Brake Lining	N/A	Middle East	Private	Powerbrake
7	Emmerre	Italy	Brake Lining	N/A	Europe	Private	Technobrake
8	Brown's Thermal	Sri Lanka	Brake Lining	N/A	Sri Lanka	Private	Radco + ASK
9				N/A	Middle East & Europe	Private	Auseto
				N/A	Middle East & Europe	Private	Auseto
10	AVExim	Europe	Brake Lining	N/A	Russia & Baltic region	ASK	ASK
			Brake Pads	N/A	Russia & Baltic region	ASK	ASK
11	Auto Travos	Portugal	Brake Lining	N/A	Portugal	Private	ATV
			Brake Pads	N/A	Portugal	ASK	ASK
12	SriKalas	Nepal	Brake Lining	N/A	Nepal	ASK	ASK
13	Euro Auto parts	Ghana	Brake Lining	N/A	Ghana	ASK	ASK
14	Bazargani Pavleen	Iran	Brake Lining	N/A	Iran	ASK	ASK
15	Alzabrian Metal trading LLC	Dubai	Brake Lining	N/A	Dubai	ASK	ASK
16	Charkhe tejarat Araz co.	Iran	Brake Lining	N/A	Iran	ASK	ASK
17	Baskent Balata	Turkey	Brake	N/A	Turkey	TBA	TBA



No.	Direct Customer	Country	Product	Indirect Customer	Country	Label	Brand
			Lining				

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**ANNEXURE 10**  
**FORM OF THE LICENSE AGREEMENT**

**LICENSE AGREEMENT<sup>2</sup>**

This License Agreement ("**License Agreement**") is made on [insert Closing Date] ("**Execution Date**") and is made by and amongst:

- (1) [insert name of Licensor], a company incorporated under the laws of [●], and having its address at [●] (hereinafter referred to as "**Licensor**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **First Part**; and
- (2) [insert name of JV Company] **PRIVATE LIMITED**, a company incorporated under the laws of the India, and having its registered address at [●] (hereinafter referred to as the "**Licensee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **Second Part**.

The Licensor and the Licensee are hereinafter, unless repugnant to the context or meaning thereof, collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- E. The shareholders of the Licensee, *i.e.*, the Licensor and [ASK Automotive Private Limited ("**ASK**")]<sup>3</sup>, have entered into a joint venture agreement on [insert Execution Date of the JVA] ("**JVA**") which governs the *inter se* relationship between such shareholders, pursuant to, and in consideration of which the Licensor has agreed to grant the Licensee a License (*as defined hereinafter*) to Use the Formulations (*as defined hereinafter*), subject to and in accordance with the terms and conditions of this License Agreement.
- F. The Parties wish to enter into this License Agreement to record the terms and conditions of the License as herein below stated.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, representations and warranties set forth in this License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. In this License Agreement, unless the context requires otherwise, (i) the following words and expressions shall have the following meanings; and (ii) capitalised terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed:

"**Affiliates**" means (a) with respect to any Person other than a natural person, any other Person that directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such Person; and (b) in the case of any Person who is a natural person, any Person who is a relative of such a natural person (according to the meaning ascribed to it under Section 2(77) of the Companies Act, 2013), or any Person who is Controlled by such natural person, or under the common Control of such natural person and any of such natural person's relatives (according to the meaning ascribed to it under Section 6 of the Companies Act, 1956);

<sup>2</sup> Note to draft: Stamp duty of an appropriate amount will need to be paid on this agreement.

<sup>3</sup> Note to draft: To be replaced with a reference to Fras-le in the ASK License Agreement.



**"Applicable Law"** or **"Applicable Laws"** includes, in respect of each Party, such applicable:

- (i) laws (whether civil, criminal, administrative or taxation), common laws or, statutes, enactments, rules, listing agreements, notifications, guidelines, circulars or policies, subordinate legislation, regulations, directives and by-laws in any jurisdiction, including, where applicable, the countries and jurisdictions in which any of the Parties are incorporated and/or carry on any business or activities; and
- (ii) administrative interpretation, writ, injunction, directions, directives, binding judgment, arbitral award applicable to the Parties, decree, orders or governmental approvals of, or agreements with, any Governmental Authority or recognized stock exchange;

**"Approval"** means any permission, approval, consent, waiver, grant, license, order, decree, authorization, authentication of, or registration, qualification, designation, notice, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority or any other Person;

**"Business Days"** means a day on which banks in Delhi, India, Gurgaon, India and Caxias do Sul, Brazil are open for normal banking business (excluding Saturdays, Sundays and public holidays);

**"Claim"** means, in relation to a Person, any demand, legal action, cause of action, liability, proceeding, claim, suit, litigation, prosecution, mediation, arbitration or enquiry, and includes any notice received in relation thereto, whether civil, criminal, administrative or investigative, made or brought by or against such a Person;

**"Confidential Information"** means (i) this License Agreement, its existence and any documents, correspondence, discussions and negotiations related to this License Agreement; (ii) any dispute arising out of or in connection with this License Agreement or the resolution of such dispute, unless such dispute is before a court or other similar public forum to the extent required as per Applicable Laws; (iii) any information or materials prepared by or for a Party or its directors, officers, employees and representatives that contain or otherwise reflect, or are generated from, Confidential Information; (iv) any other proprietary, confidential or non-public information of any Party; and (v) any Intellectual Property of any Party, including for the avoidance of doubt, with respect to the Licensee, any information relating to the Licensed IP;

**"Formula Content and Production Process"** shall mean the process set out at Annexure 2;<sup>4</sup>

**"Formulations"** means the formulations of the Licensor licensed to the Licensee hereunder, which comprise a minimum of [4 (Four) chemical compositions, i.e., (i) 2 (Two) chemical formulations for commercial vehicle linings for OEM and IAS, and (ii) 2 (Two) chemical formulations for commercial vehicle pads for OEM and IAS]<sup>5</sup> (**"Identified Formulations"**). The Formulations, once identified shall be detailed in the format set out at Annexure 1 (**"Formulation Statement"**), which shall be executed by both the Parties, from time to time upon identification of the relevant Formulations, and up on execution, each such Formulation Statement, shall be deemed to be an integral part of this License Agreement. It being clarified that for the Formulations licensed for the applications in the Target Territory, 100% of the formula or raw materials (including without limitation the percentages thereof) shall be provided to the Company without any pre-mix, provided that the above shall not apply with respect to formulations that the Licensor decides to manufacture in India for a specific market outside the Target Territory or

<sup>4</sup> **Note to draft:** To be deleted from the ASK License Agreement, as we understand that this would not be relevant for the IAM formulations being licensed by ASK to the Company.

<sup>5</sup> **Note to draft:** We understand that ASK would only be licensing IAM formulations and not OEM Formulations to the Company. Therefore, this portion of the definition, and other relevant provisions of this License Agreement which reference OEM Formulations would need to be appropriately modified in the ASK License Agreement.



specific customer or customers from the Licensor, in respect of which the Licensor reserves the rights to use a premix as part of the formulations. If used, the premix may be imported from the Licensor's other facilities or as per its strategy or plan.

**"Governmental Authority"** means any governmental or statutory authority, governmental department, agency, commission, board, tribunal or court or other entity authorised to make laws, rules or regulations or pass directions having jurisdiction, or any state or other subdivision thereof or any municipality, district or other subdivision thereof having jurisdiction in respect of the subject matter pursuant to Applicable Laws, including but not limited to any authority which has, or would have, any jurisdiction in relation to the activities of the Parties or its subsidiaries (as existing from time to time);

**"IAM"** means independent aftermarket;

**"IAM Formulation"** means the 2 (Two) Formulations for commercial vehicle linings and commercial vehicle brake pads for IAM;

**"Intellectual Property"** means patents, trademarks, service marks, trade names, domain names, database rights, registrations, copyrights (in each case in any part of the world whether or not registered or capable of being registered and if registered for their full period of registration with all extensions and renewals, and including all applications for registration), Know-How (*as per the definition below*), industrial rights, industrial secrets, product licenses and any and all intellectual property rights of any nature anywhere in the world and any licenses and permissions in connection with any of the above rights or information, and includes the Licensed IP;

**"Know-How"** includes [the Formula Content and Production Process (described in Annexure 2), as well as] all technical knowledge, technology, information, data, particularly, engineering data, blueprints, designs, templates, specifications and any other data and information including special technical information in the form of product design and manufacturing brake pads, as well as service and operating manuals, relating to said processes, including any improvements, owned by Licensor, in relation to which Licensee has the right to use pursuant to the License granted hereunder within the Target Territory;

**"Licensed IP"** shall mean the Formulations and the Updates, including any Intellectual Property and Know-How in relation thereto;

**"Licensee Improvements"** shall mean all inventions, discoveries, variations, improvements, information and materials, patentable or un-patentable, that are enhancements, modifications or derivative works of the Licensed IP (or any portion thereof), and that are conceived, created, made or reduced to practice by the Licensee (or its employees, agents, directors or officers);

**"Losses"** means all losses, liabilities (including statutory liabilities), damages, proceedings, deficiencies, demands, Claims, actions, judgments or causes of action, awards, assessments, Taxes, costs or expenses (including, without limitation, interest, penalties and attorneys' fees, settlement amounts and expenses), that are or will be suffered or incurred.

**"Net Sales Price"** with respect to a relevant Products, means the price at which such Product is sold to the customer net of all taxes, third party commissions and discounts.

**"OEM"** means Original Equipment Manufacturer;

**"OEM Formulations"** means the Formulations for commercial vehicle linings and commercial vehicle brake pads for OEMs;<sup>6</sup>

<sup>6</sup> *Note to draft: To be deleted from the ASK License Agreement (since ASK would only be providing the IAM Formulations and no*

**“Person”** means a natural person, a company, any corporation, a partnership or a limited liability partnership, a trust, a business trust, a joint stock company, an unincorporated association, a government or Governmental Authority, and / or any other legal entity;

**“Products”** means the commercial vehicle brake linings and brake pads for commercial vehicle products from 3.5 (Three point Five) tons and above manufactured by the Licensee;

**“Purpose”** means the purpose of manufacturing the Products;

**“Target Territories”** mean India, Sri Lanka, Bangladesh and Nepal;

**“Tax”** means:

- (c) all forms of tax (direct and indirect), levy, duty (including stamp duties), charge, impost, withholding or other amount, whenever or wherever created or imposed by, or payable to any Tax Authority in India or other jurisdictions whether payable on own account or in a representative capacity, including without limitation in relation to income, profits, gains, net wealth, asset values, turnover, expenditure, capital gains, withholding, employment, payroll, fringe benefits, goods and services tax and franchise taxes (including surcharge and cess); and
- (d) all charges, interest, penalties and fines incidental or relating to any Tax falling within (a) above or which arise as a result of the failure to pay any Tax on the due date or to comply with any obligation relating to Tax;

**“Tax Authority”** means any revenue, customs, fiscal, governmental, statutory, state, provincial, local governmental or municipal authority, body or Person responsible for Tax;

**“Term”** shall have meaning ascribed to it in Clause 11.1;

**“Updates”** shall mean all improvements, enhancements, modification, revision, substantial alterations, adaptations, and enhancement to the Formulations developed by the Licensor and licensed to the Licensee hereunder; and

**“Use”** shall mean use and application of the Licensed IP for the Purpose.

## 1.2. Interpretation

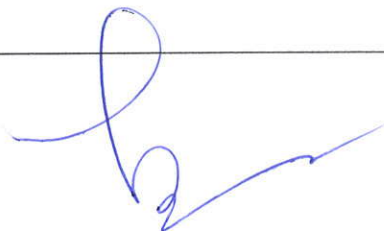
In this License Agreement, unless the context requires otherwise:

- (xiii) references to a provision, Clause, Schedule or an Annexure are to a provision, clause of, or a schedule or annexure to, this License Agreement and references to this License Agreement include its Schedules and Annexures, which are part of this License Agreement, and references to a part or paragraph include references to a part or paragraph of a Schedule or Annexure to this License Agreement;
- (xiv) references to this License Agreement and any other document or to any specified provision of this License Agreement and any other document are to that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of this License Agreement and that document or, as the case may be, with the agreement of the relevant parties;

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OEM Formulations).

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- (xv) reference in this License Agreement to certain number of days shall mean calendar days unless otherwise specified to be Business Days;
- (xvi) words importing the singular include the plural and *vice versa*, words importing a gender include every gender;
- (xvii) the headings to clauses, Schedules, Annexures, parts and paragraphs are inserted for convenience only and shall be ignored in interpreting this License Agreement;
- (xviii) the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible;
- (xix) a reference to any statute or statutory provision includes any subordinate legislation made under it and any provision which it has re-enacted (with or without modification), and any provision superseding it or re-enacting it (with or without modification), before or on the Execution Date;
- (xx) any reference to documents in the "Agreed Form", "agreed form" or acts / consents "mutually agreed between the Parties" or "agreed to by the Parties" or any similar expressions shall mean documents / acts / consents that are in such form, and containing such content, that has been approved in writing between the Parties;
- (xxi) time is of the essence in the performance of the Parties' respective obligations; if any time period specified herein is extended, such extended time shall also be of essence and unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day; and
- (xxii) substantive portions of any provision of this Clause 1 shall be given effect accordingly.

## 2. GRANT OF LICENSE

- 2.1. Subject to the terms and conditions of this License Agreement, the Licensor hereby grants, and the Licensee accepts, an exclusive license to use the Licensed IP (with or without Licensee Improvements) in the Target Territory during the Term (*defined below*), only for the Purposes (the "License"). The Licensee will not be allowed to sell Products outside the Target Territory, unless prior written approval of Licensor has been obtained by the Licensee, or such sale is conducted outside the Target Territory through the Licensor's sales team, in accordance with the terms and conditions set out in the JVA. It being clarified that the license to use the Licensed IP for distribution and sale of the Products outside the Target Territory pursuant to this Clause 2. 1 shall be on a non-exclusive basis.

## 3. FEES<sup>7</sup>

- 3.1. In each instance where any of the OEM Formulations (with or without any Updates or Licensee Improvements), are sought to be Used by the Licensee for the Purpose, the Licensee shall be required to pay to the Licensor a fixed license fee in accordance with the provisions of **Annexure 3 ("OEM Formulation Fee")**. The OEM Formulation Fee shall be payable by the Licensee to the Licensor in the following manner: (i) 50% (Fifty Per Cent) of the OEM Formulation Fee shall be paid when the Licensee [requires initiation of development of the OEM Formulation]; and (ii) the

<sup>7</sup> *Note to draft: This Clause to be appropriately modified in the ASK License Agreement to reflect the commercial terms agreed between the parties.*



remaining 50% (Fifty Per Cent) shall be paid upon each OEM customer of the Licensee approving the OEM Formulations (with or without any Updates or Licensee Improvements), and in any event, within 30 (Thirty) Business Days of such approval. It is hereby clarified that (a) in the event that the OEM Formulations (with or without any Updates or Licensee Improvements) are used in the manufacture of any Products for OEM customer by the Licensee, the same shall be deemed to be used with the approval of the OEM customer, and the Licensee shall be required to make payment to the OEM Formulation Fee to the Licensor, in the manner set out in this Clause 3.1 and **Annexure 3**; and (b) the OEM Formulations Fee shall be payable upon each occurrence of an OEM customer of the Licensee approving the OEM Formulations Formulations (with or without any Updates or Licensee Improvements). The Parties also agree that whenever the raw materials for the Formulations are required to be purchased by the Licensee from the Licensor, the same shall be purchased by the Licensee on an arms' length basis at a most favourable price, without either Party charging any commission from the vendor supplying the raw materials, subject always to Applicable Law, including applicable transfer pricing guidelines.

- 3.2. In the event that the Licensor grants the Licensee a License with respect to any additionally formulations, which are over and above the required minimum Formulations (*i.e.*, 2 (Two) chemical formulations for commercial vehicle linings for OEM and IAS and 2 (Two) chemical formulations for commercial vehicle pads for OEM and IAM) (such formulations being hereinafter referred to as the "**Additional Formulations**"), then the Licensor and the Licensee shall execute the Formulation Statement in relation to such Additional Formulations and shall mutually agree on the quantum of the formulation fee for such Additional Formulations ("**Additional Formulation Fee**"), which shall at all times be at least as per **Annexure 3** with respect to the Additional Formulations for OEM. Subject to the above, it is clarified that once the floor price of any Additional Formulation is mutually agreed by the Parties, the said floor price shall remain constant for all such Additional Formulations. The provisions of Clause 3.1, with respect to the manner of payment of the relevant formulation fee shall *mutatis mutandis* apply to such Additional Formulation Fee.
- 3.3. It is hereby clarified that the OEM Formulation Fee (or any Additional Formulation Fee, as applicable) shall be paid net of all taxes and deductions including GST. To the extent that payment of any Fee is subject to receipt of any Approvals, the Licensee shall be responsible for obtaining all such Approvals.
- 3.4. It is acknowledged by the Parties that the License of the Formulations, including the IAM Formulations, granted pursuant hereto is also granted taking into account the warranties, covenants and undertakings provided by the Parties under the JVA and there is sufficient consideration for their undertakings and obligations hereunder. Accordingly, the Licensee would not be required to pay the Licensor any separate or additional licensee fee with respect to the IAM Formulations granted to it hereunder.

#### 4. UPDATES & LICENSEE IMPROVEMENTS

- 4.1. Where the Licensor develops any Updates after the Execution Date, it shall grant to the Licensee, for the remainder of the Term, at no additional cost, an exclusive license to the use of the Updates only for the Purpose in the Target Territory, subject to the terms and conditions set out of this License Agreement.
- 4.2. The Licensee shall adhere to the Licensor's specifications with respect to the use of the Licensed IP. In the event that the Licensee desires any modifications or improvements to be made to the Licensed IP, [including such modifications as may be requested by the Licensee's OEM customers,]<sup>8</sup> the same shall require the prior written consent of the Licensor, and such modification(s) or improvement(s) shall be deemed to be the Licensor's property, as per

<sup>8</sup> **Note to draft:** To be deleted for the ASK License Agreement as this relates to OEM Formulations.

Clause 6 below.

- 4.3 Licensor agrees to supply working days of engineering technical assistance during the term of this Agreement at USD 500 (United States Dollars Five Hundred Only) per engineer/day, in order to assist Licensee to assimilate and become acquainted with the Know-How and the Formulations necessary for manufacturing the Products. All travel costs will be charged at actuals, at the Licensee's expense, including but not limiting to air tickets of technicians allocated abroad, insurance, transportation, communication and lodging. The location of the assistance (Licensor's or Licensee's facilities) will be determined by mutual agreement in writing of the Parties. Any other arrangement in relation to such assistance shall be at Licensor's exclusive discretion.

## 5. LICENSEE IP

- 5.1. Notwithstanding the provisions of Clause 6 below, the Parties agree that any formulations or Intellectual Property developed independently by the Licensee, without the use of the Licensed IP (or any portion thereof) and / or any Intellectual Property or Confidential Information of the Licensor, shall be the exclusive property of the Licensee.

## 6. OWNERSHIP OF LICENSED IP AND INTELLECTUAL PROPERTY

- 6.1. The Licensee acknowledges and agrees that (i) all Intellectual Property rights, including the common law rights, in the Licensed IP, including without limitation, all modifications and other derivative works thereto ("**Licensors' Rights**") are, and will in perpetuity remain, the exclusive property of the Licensor; (ii) the Licensor shall continue to have all such rights that it owns in the world with respect to the Licensors' Rights, whether or not specifically recognized or perfected under the Applicable Laws of the relevant jurisdiction; and (iii) subject to License granted hereunder, the Licensor shall be entitled to use and to protect the Licensed IP, in any manner it deems fit.
- 6.2. The Licensee acknowledges and agrees that all Intellectual Property rights in the Licensee Improvements shall also vest in the Licensor and shall be the exclusive property of the Licensor. The Licensee hereby assigns and agrees to assign to the Licensor all Intellectual Property rights in any Intellectual Property that may be developed by the Licensee in future using the Licensed IP (or any portion thereof), including the Licensee Improvement. The Licensee hereby waives its rights to make any claim as an author of the Licensee Improvements in favour of the Licensor.
- 6.3. Further, the Licensor shall be the exclusive owner of any copyrightable material produced or used by the Licensee that includes the Licensed IP or Licensee Improvements or any Intellectual Property developed by the Licensee during the term of this License Agreement using the Licensed IP, or any portion thereof, and any such copyrights registered shall be registered in the name of the Licensor.
- 6.4. The Licensee shall not directly or indirectly, during the term of this License Agreement, and at any time thereafter, do or cause to be done by any third party an act disputing, attacking, impairing, diluting, or in any way tending to dispute, attack, impair or dilute the Licensor's right, title or interest in or to the Licensed IP, Licensee Improvements or any other Intellectual Property owned by the Licensor.
- 6.5. The Licensee shall promptly notify the Licensor in case any suit, claim or action is brought against the Licensee by a third party based on a claim that the Licensed IP or any part thereof, or the designed use of the same constitutes infringement of any Intellectual Property rights of a third party. The Licensee shall promptly notify the Licensor in case any passing off or infringement is being committed by a third party as soon as the Licensee becomes aware of the same and shall, on the instructions of the Licensor, take all reasonable actions, including filing or defending any suit for protecting Intellectual Property rights of the Licensor, at the cost of the Licensor.



## 7. COVENANTS & UNDERTAKINGS OF THE PARTIES

7.1. Each Party represents and warrants to the other Party hereto that:

- 7.1.1. such Party has the full power and authority to enter into, execute and deliver this License Agreement and to perform the transactions contemplated hereby and, if such Party is not a natural Person, such Party is duly incorporated and existing under the laws of the jurisdiction of its incorporation or organisation;
- 7.1.2. the execution and delivery by such Party of this License Agreement and the performance by such Party of the License Agreement has been duly authorised by all necessary corporate or other action of such Party;
- 7.1.3. assuming the due authorisation, execution and delivery hereof by the other Parties, this License Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

7.2. The Licensor represents and warrants to the Licensee hereto that:

- 7.2.1. there are no Claims against the Licensor in relation to the Licensed IP which would prevent that license of the Licensed IP under this License Agreement; and
- 7.2.2. the Licensor is the sole and exclusive owner of the Licensed IP.

7.3. The Licensee hereby undertakes and covenants that it shall not, and shall procure that its subsidiaries and Affiliates do not, directly or indirectly, use the Licensed IP (or any portion thereof) for any purposes other than the Purpose, attempt or apply to register the Licensed IP (or any portion thereof) any form whatsoever, anywhere in the world and / or sub-license the Licensed IP (or any portion thereof) to any Person.

7.4. Confidential Information of the Licensor:

- 7.4.1. The Parties agree that any employees of the Licensee who are provided with access to the Formulations and / or any Confidential Information of the Licensor shall be required to execute appropriate non-disclosure and confidentiality agreement which shall be in a form and substance mutually agreed between the Parties.
- 7.4.2. The Licensee understands that any unauthorized use or disclosure of the Licensor's Confidential Information (including the Licensed IP) can cause immense and irreparable harm, loss, damage and injury to the Licensor. In the event that the Licensee breaches any term, representation, warranty, undertaking or covenant herein or does not comply with any provision hereof, then the provisions of Clause 9 shall apply. Provided that where the Licensee breaches any term, representation, warranty, undertaking or covenant herein or does not comply with any provision hereof, post the termination of this Agreement, then the Licensee shall be liable to make a payment of USD 2,000,000 (United States Dollars Two Million Only) per day to the Licensee ("**Liquidated Damages**"), for the period till such breach is cured to the satisfaction of the Licensor. The Parties agree and acknowledge that the Liquidated Damages is a genuine pre-estimate of the loss that may be suffered by the Licensor as a result of non-compliance / breach by the Licensee and the same is not in the nature of a penalty.
- 7.4.3. The Licensee acknowledges that the Licensor may not be adequately compensated by monetary damages alone in the event of breach of the obligations set out in this License Agreement by the Licensee, and therefore in addition to any other relief which may be available to the Licensor, the Licensor shall be entitled to seek equitable relief of any kind including injunctive reliefs against the Licensee in case of a breach or threatened breach of



the terms of this License Agreement by the Licensee, its employees, advisors, agents and / or consultants.

- 7.5. Subject to the terms of the License contained herein, the Licensor shall have the exclusive right to (i) seek appropriate protection for the Licensors' Rights, in any manner whatsoever, including filing applications with the appropriate authorities, as they deem fit; (ii) enforce their rights in the Licensors' Rights; and (iii) all use of the Licensors' Rights and associated goodwill generated by such use of the Licensors' Rights anywhere in the world, and the same shall accrue to the sole and exclusive benefit of the Licensors.
- 7.6. The Licensor shall not be liable for any claims, liabilities and losses whatsoever which will arise in relation to the Licensee's use of the Licensed IP or Products.

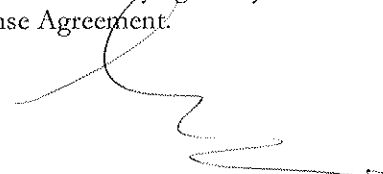
## 8. QUALITY CONTROL AND INSPECTION

- 8.1. Quality: It is agreed upon by the Parties that the Products or the services which use the Licensed IP, shall be of such [specifications], nature and quality, as may be specified by the Licensor.
- 8.2. Inspection: Upon the request of the Licensor, the Licensee shall, at any time, allow the Licensor to inspect the Products manufactured by the Licensee by usage of the Licensed IP. The Licensor's authorized representatives shall have access, at any time, with no prior advance notice, to any and all plants and offices of the Licensee for the purpose of inspecting such Products and the Use of the Licensed IP.
- 8.3. Audit.
- 8.3.1. The Licensee shall, on an annual basis, provide to the Licensor, a copy of all Licensee Improvements and other Intellectual Property that may be developed by the Licensee during such period in a format as may be desired by the Licensor.
- 8.3.2. The Licensee, or its representatives, shall have the right from time to time, during the Licensee's normal business hours, and by providing at least 5 (Five) days prior written notice to the Licensee, to conduct an audit to verify the Licensee's performance hereunder, including without limitation, examining, copying, making extracts and retaining the same from all records which the Licensor reasonably deems appropriate to verify the accuracy and completeness of the Licensee's statements and payments hereunder, including by way of example and not limitation, a complete master inventory list. If requested by the Licensor or its representatives (i) the audit may also include an inspection of physical inventory, and (ii) the Licensee shall provide data such as sales, returns and inventory, in electronic form prior to the scheduled audit.

## 9. INDEMNIFICATION

- 9.1. Without prejudice to the other rights of the Parties under this License Agreement or Applicable Law, each of the Parties (the "**Indemnifying Party(ies)**") hereby agree to indemnify and hold the other Parties and / or its Affiliates, and their respective employees, officers, directors, agents, managers and representatives (the "**Indemnified Party(ies)**") harmless against and in respect of any and all Losses, actions, damages, expenses, costs or other liabilities (including reasonable attorney's fees) incurred or suffered by the Indemnified Parties in any manner from or due to any failure or default by the Indemnifying Parties to perform any of their covenants, undertakings or obligations under this License Agreement or any breach by the Indemnifying Party of the Indemnifying Party's representations and warranties under this License Agreement.





## 10. ANNOUNCEMENT & CONFIDENTIALITY

- 10.1. Subject to the provisions of this Clause 26.1 and save and except for any communication pursuant to Applicable Law, no announcement, circular or communication (each an "Announcement") concerning the existence or content of this License Agreement shall be made by any Party and/or its Affiliates without the prior written approval of the other Parties (such approval not to be unreasonably withheld or delayed).
- 10.2. This Clause 10 does not apply in respect of any Announcement if, and to the extent that, it is required to be made by Applicable Law or any other Governmental Authority of competent jurisdiction to which the Party making the Announcement is subject, including market announcements, whether or not any of the same has the force of Applicable Law; provided that, any Announcement shall, so far as is practicable, be made after consultation with the other Parties and after taking into account such Party's reasonable requirements regarding the content, timing and manner of dispatch of the Announcement in question.
- 10.3. The Parties agree and undertake that they and their Affiliates, directors, officers, employees and professional advisors shall not reveal, to any third Person other than the foregoing parties any Confidential Information without the prior written consent of the other Parties. A Party may disclose Confidential Information, if and to the extent:

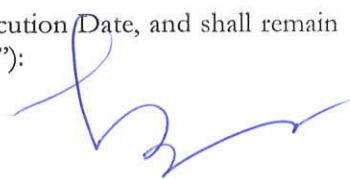
- (viii) required by the law of any relevant jurisdiction;
- (ix) required by any Governmental Authority to which the Party making the disclosure is subject, whether or not such requirement has the force of law, *provided that*, such Party shall, to the extent practicable (a) provide in advance, a copy of the required disclosure to the other Party and incorporate any additions or amendments reasonably requested by such other Party; and (b) shall take all such reasonable measures to inform the Governmental Authority of the confidential nature of the information;
- (x) required to vest the full benefit of this License Agreement in either Party or for the enforcement of that Party's rights;
- (xi) disclosure is made to any of the Party's professional advisers, auditors and bankers on a '*need to know basis*', *provided that*, such Persons have been informed about the confidentiality requirement of this Clause 10;
- (xii) the information has come into the public domain through no fault of the Party disclosing such information;
- (xiii) was independently developed by the Party or was already in the lawful possession of that Party; or
- (xiv) where other Parties have given prior written approval to the disclosure,

provided, further that any disclosure shall, so far as is practicable, be made only after consultation with the other Parties.

- 10.4. The Parties agree that nothing in this Clause 10 shall apply to disclosures made by the Licensor to any of its Affiliates in the ordinary course.

## 11. TERM & TERMINATION

- 11.1. This License Agreement shall come into force on and from the Execution Date, and shall remain terminate upon the occurrence of the earlier of the following ("Term"):



11.1.1. by the written consent of all the Parties, or

11.1.2. upon the termination of the JVA.

The date on which this License Agreement terminates is hereinafter referred to as the "**Termination Date**".

11.2. Survival

11.2.1. Notwithstanding any other provision in this License Agreement to the contrary, the expiry/ termination of this License Agreement will not limit or extinguish the liabilities of the Parties under this License Agreement or Applicable Law that have accrued prior to the date of termination, including the liability of the Licensee for any breach of the warranties, covenants or agreements set forth in this License Agreement. Termination of this License Agreement shall not relieve the Parties of their obligations due at the time of such termination, nor shall termination prejudice any claim of the Parties, accrued or to be accrued, on account of any breach by any of them.

11.2.2. Notwithstanding any other provision of this License Agreement, the provisions of Clauses 6, 7.3, 7.4, 7.5, 7.6, 9, 10, 11.2, 11.3, 11.4, 11.5, 11.6, 12, 13 and 14, shall survive the expiry / termination of this License Agreement.

11.3. Subject to Clause 11.6 below, upon termination of this License Agreement, the Licensee shall immediately cease to use the Licensed IP (including for the Purpose) without the Licensee being entitled to a claim for any compensation or indemnification from the Licensor.

11.4. Subject to the provisions of Clause 11.6, upon termination of this License Agreement, the Licensee agrees to return to the Licensor all Confidential Information (and all copies thereof made by or on behalf of the Licensee, its employees, agents, officer, advisors and / or consultants) provided / made available to the Licensee pursuant to this License Agreement. The Licensee shall not be permitted to retain any or all of the Confidential Information (including any hard and / or soft copies thereof). It is specifically clarified that the confidentiality obligations contained in this License Agreement shall continue to apply to the information so retained by the Licensee, notwithstanding the expiry or termination of this License Agreement till such time as the Licensee continues to be in possession of such Confidential Information. If required by the Licensor, the Licensee shall in writing certify compliance with this Clause.

11.5. Subject to Clause 11.6 below, the Licensee understands that upon the termination or expiration of this License Agreement for any reason whatsoever, the use of the Licensed IP or any Intellectual Property or Confidential Information of the Licensor will be unlawful, abusive and prejudicial to the legal rights of the Licensor and will create no rights in the Licensee. The Licensee acknowledges that such use, or any use other than as permitted in this License Agreement, will entitle the Licensor to compensation and all other remedies provided by law. The Licensor shall have the right to enter into any and all facilities, plants and warehouses of the Licensee for a period of [12] months as of the expiration of this License Agreement to determine if the Licensee has complied with the provisions of this Clause 11.

11.6. Procedure upon Termination<sup>9</sup>. Upon termination of this License Agreement, the Licensee shall be permitted to use the Licensed IP in the manner set out below:

11.6.1. In the Target Territories:

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<sup>9</sup> *Note to draft: to be appropriately modified in the ASK License Agreement, including in light of the fact that ASK would not be providing any OEM Formulations.*

KY



- (i) For a period of 1 (One) year from the Termination Date, the Licensee shall be entitled to use the IAM Formulations for all orders [of the Products] which have been accepted by the Licensee prior to the Termination Date, by paying to the Licensor a royalty fee of 3% (Three Per Cent) on the Net Sales Price.
- (ii) The Licensee shall be entitled to use the OEM Formulations by paying to the Licensor a royalty fee of 3% (Three Per Cent) on the Net Sales Price for the duration of the OEM Contracts entered into between the Licensee and the Licensee's OEM Customer prior to the Termination Date, provided that such period shall not extent to more than 5 (Five) years, and the Licensee shall not be permitted to renew any such OEM Contracts including for any period within the above mentioned 5 (Five) year period.

11.6.2. For Exports:

- (i) For a period of 1 (One) year from the Termination Date, the Licensee shall be entitled to use the IAM Formulations for all orders [of the Products] which have been accepted by the Licensee prior to the Termination Date, by paying to the Licensor a royalty fee of 3% (Three Per Cent) on the Net Sales Price.

11.6.3. For avoidance of doubt, it is clarified that for the purpose of computing the royalty fee payable pursuant to this Clause 11.6, the royalty fee will be calculated on the Net Sales Prices of the relevant Products which Use / have Used the Licensed IP.

## 12. NOTICES

12.1. A notice or other communication given under or in connection with this License Agreement (a "Notice") shall be:

- (iv) in writing;
- (v) in the English language; and
- (vi) sent by the Permitted Method (*as defined hereafter*) to the Notified Address.

12.2. The "Permitted Method" means any of the methods set out in the first column below, the second column setting out the date on which a Notice given by such Permitted Method shall be deemed to be given; provided that, the Notice is properly addressed and sent in full to the Notified Address:

Permitted Method:	Date on which Notice is deemed given:
Personal delivery	When delivered at the Notified Address during the business hours with proof of acknowledgment.
E-mail	When the e-mail is sent, with no delivery failure report having been received.
Registered post, air-mail or courier	7 (Seven) Business Days after posting.

12.3. The "Notified Addresses" means the address, for each of the Parties as set out below:

Party	Address	Email	Marked for the attention of:
Licensor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Licensee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

or such other Notified Address as any Party may, by written Notice to the other Parties,

substitute for its Notified Address set out above.

- 12.4. Notwithstanding the foregoing, a Notice received on a day other than a Business Day, or after business hours in the place of receipt, shall be deemed to be given on the next following Business Day in such place. In the event a Party refuses delivery or acceptance of a Notice under this License Agreement, it shall be deemed that the Notice was given upon proof of the refused delivery, provided that, the same was sent in the manner specified in this License Agreement.

### 13. GOVERNING LAW, DISPUTES AND SUBMISSION TO JURISDICTION

- 13.1. The provisions of Clause 28 (*Governing Law, Disputes and Submission to Jurisdiction*) of the JVA shall apply *mutatis mutandis* to this License Agreement.

### 14. MISCELLANEOUS

#### 14.1. Entire Agreement

The Parties acknowledge and agree that this License Agreement constitute the entire agreement and understanding between the Parties concerning their subject matter hereof and supersedes any prior agreements or understandings concerning this subject matter.

#### 14.2. Further Assurances

Each of the Parties shall, at all times, act in good faith in the discharge of their obligations under this License Agreement and not do anything which would constitute a contravention of its terms. Each Party shall do all such acts, deeds and things and execute all such deeds, documents and writings as may be necessary for the consummation of the transactions set out in this License Agreement in the manner contemplated hereunder.

#### 14.3. No Partnership

Nothing contained in this License Agreement shall constitute or be deemed to constitute a partnership or association of persons between the Parties, and no Party shall hold himself / itself out as an agent for the other Parties.

#### 14.4. Time

Any date or period as set out in any Clause of this License Agreement may be extended with the written consent of the Parties, failing which, time shall be of the essence.

#### 14.5. Counterparts

This License Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this License Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person, *provided that*, nothing contained in this Clause be applicable to the manner in which Notices are required to be given under Clause 127.

#### 14.6. Specific Performance

The Parties agree that damages may not be an adequate remedy and the Licensor shall be entitled to an injunction, restraining order, right for recovery, specific performance or other equitable relief to restrain any breach or enforce the performance of the covenants, representations, warranties and obligations contained in this License Agreement. These injunctive remedies are cumulative and

are in addition to any other rights and remedies that the Licensor may have at law or in equity, including without limitation a right for damages.

14.7. Amendments

No amendments of this License Agreement shall be binding on any Party unless such amendment is in writing and signed by each Party.

14.8. Assignment

Subject to the provisions of this License Agreement, this License Agreement is personal to the Parties and shall not be capable of assignment, except with the prior written consent of the other Parties.

14.9. Waiver

No waiver of any breach of any provision of this License Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by a duly authorised representative of the waiving Party.

14.10. Severability

If any provision of this License Agreement or the application thereof to any Person or circumstance shall be invalid, unenforceable or prohibited to any extent by Applicable Law, this License Agreement shall be considered severable as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the other(s), and the remainder of this License Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this License Agreement shall be valid, enforceable and binding and of like effect to the fullest extent permitted by Applicable Law. In the event any provision of this License Agreement is held to be invalid or unenforceable, the Parties shall mutually discuss to arrive at a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

14.11. Expenses

Each Party shall bear its respective fees, costs and expenses incurred in connection with the preparation, execution and performance of this License Agreement.

[EXECUTION BLOC TO BE INSERTED]





## ANNEXURE 1

### FORM OF THE FORMULATION STATEMENT

Date: *[insert date]*

This formulation statement ("**Formulation Statement**") sets out details of the Formulations (as defined in the License Agreement) in respect of which a License has been granted by [Insert name and details of the Licensor] (the "**Licensor**") to ASK Friction *[insert name of JV Company]* **Private Limited**, a company incorporated under the laws of the India, and having its registered address at [●] (the "**Licensee**") pursuant to and in accordance with the License Agreement dated [●] executed between the Licensor and the Licensee ("**License Agreement**"):

The details of the Formulations are as set out below:

1. *[insert details of the Formulations]*
2. *[insert details of the Formulations]*
3. *[insert details of the Formulations]*
4. [●]

Capitalised terms used but not defined in this Formulation Statement will have the meanings ascribed to them in the License Agreement.

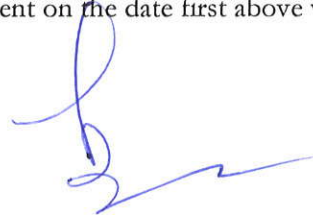
The Formulations contained herein and this Formulation Statement shall be governed by the terms and conditions set out in the License Agreement. This Formulation Statement shall be deemed to form an integral part of the License Agreement and the provision of the License Agreement shall apply mutatis mutandis to this Formulation Statement.

This Formulation Statement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Formulation Statement.

**EXECUTED AND DELIVERED** as a Formulation Statement on the date first above written.

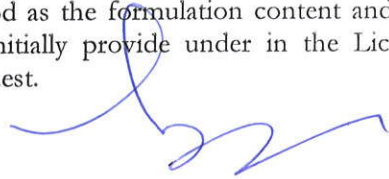


*[insert signature bloc]*



## ANNEXURE 2

The Formula Content and Production Process shall be understood as the formulation content and the mixing sequence and parameters related to the Formulations initially provide under in the License Agreement, and further Additional Formulations, upon formal request.



### ANNEXURE 3

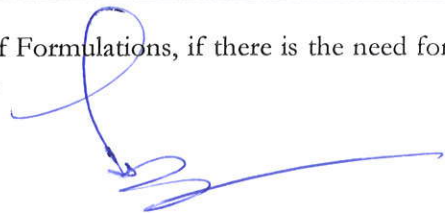
#### OEM FORMULATION FEE

1. OEM Formulation Fee for existing OEM Formulations, i.e., such OEM Formulations which would not require any customization or modification, would be USD 50,000 per OEM Formulation.
2. OEM Formulation Fee for OEM Formulations which would require new formulations to be developed or customizations to existing formulations would be USD 150,000 per OEM Formulations, as per the brake up provided in the table below:

ITEM	COST	DESCRIPTION
Engineering HR	USD 50,000	5 months (1 engineer and 1 compounder)
Field assessment	USD 5,000	Vehicle routes and operational conditions characterization
Prototypes	USD 10,000	Experimental formulations and process development
Characterization Tests	USD 5,000	Mechanical and tribologic properties evaluation
Dynamometer Tests	USD 40,000	Performance and wear tests
Vehicle Tests	USD 30,000	Performance evaluation in vehicle
Fleet Tests	USD 10,000	Hardware and logistics costs
Total	USD 150,000	

3. The Licensor would determine, according to its portfolio of Formulations, if there is the need for development and customization of the Formulations or not.

KM





# **ANNEXURE 11** **BUSINESS PLAN**

JV Project					
P&L	Year 1	Year 2	Year 3	Year 4	Year 5
TOTAL OEM + OES	-	-	5.282	9.035	10.393
TOTAL IAM (India)	968	1.071	1.983	2.629	3.024
TOTAL EXPORT (ASK) + Domestic PL	5.432	6.519	7.823	9.387	10.797
TOTAL EXPORT (FRAS-LE)	5.917	7.100	8.520	10.225	11.761
Net Revenues	12.317	14.690	23.608	31.276	35.975
COGS	(9.360)	(11.087)	(16.786)	(22.242)	(25.347)
% RL	-76,0%	-75,5%	-71,1%	-71,1%	-70,5%
Gross Profit	2.957	3.602	6.822	9.035	10.628
SG&A Expenses	(2.060)	(2.374)	(3.241)	(4.457)	(4.965)
% RL	-16,7%	-16,2%	-13,7%	-14,3%	-13,8%
EBITDA	1.680	2.298	4.651	6.138	7.233
Adjusted EBITDA	1.680	2.298	4.651	6.138	7.233
Depreciation & Amortization	(782)	(1.070)	(1.070)	(1.570)	(1.570)
% RL	13,6%	15,6%	19,7%	19,6%	20,1%
EBIT	898	1.228	3.581	4.568	5.663
% RL	7,3%	8,4%	15,2%	14,6%	15,7%
Net Interest Income (Expenses)	117	50	(51)	11	(300)
EBT	1.015	1.278	3.529	4.579	5.363
Income Taxes	(345)	(434)	(1.200)	(1.557)	(1.823)
Net Income	670	843	2.329	3.022	3.539
% RL	5,4%	5,7%	9,9%	9,7%	9,8%
Fixed Cost	3.230	3.825	4.865	6.731	7.704
Variable Cost	2.522	2.872	4.624	6.105	7.022
Contribution Margin	4.128	5.053	8.445	11.299	12.996

**Total Investment USD      1,00,00,000.00**

\* To be defined amount of equity and debt.

Acquisition Target Assets      70,00,000.00

Lease deposit      1,52,000.00

Year 1 Investments      7,40,000.00

Working Capital Needs      21,08,000.00

*my*

*[Handwritten signature]*

**ANNEXURE 12**  
**LIST OF AFFIRMATIVE VOTE MATTERS**

- (a) Any change in the Share Capital of the Company, including any further issue of securities by the Company, as a result of which the shareholding or voting percentage of either Frax-le or ASK in the Company will change from the percentage specified in Clause 4.1 of the Agreement;
- (b) Any Change in the scope of the Target Business including, without limitation, the undertaking of any new line of business (it being clarified that any business activity falling within the scope of the term "Target Business" *(as defined in this Agreement)* shall not be treated as a new line of business);
- (c) Any merger, de-merger, spin-off, amalgamation, consolidation of the Company or restructuring or change of its corporate structure;
- (d) Any sale, transfer, lease, assignment, mortgage or other disposal of whole or substantial part of the Target Business or Target Assets acquired by the Company on the Closing Date or other assets of the Company subsequently acquired, if any, in one or a series of transactions, with an aggregate value of INR 65,000,000 (Rupees Sixty Five Million Only) or more in any Financial Year;
- (e) Any investment by the Company in one or a series of transactions, with an aggregate value of INR 65,000,000 (Rupees Sixty Five Million Only) or more in any Financial Year;
- (f) Appointment or removal, or change of any contract executed with Key Employee of the Company (including the chief executive officer, chief financial officer or any other person regarded as key managerial personnel under the Act) or any other contract or agreement related to any Key Employee or any personnel referred to in this paragraph (f), by the Company with a value of INR 5,000,000 (Rupees Five Million Only) or more per contract in any Financial Year;
- (g) Appointment or removal of statutory auditors of the Company;
- (h) Any amendments to the Memorandum of Association or Articles of Association of the Company;
- (i) Establishment of new manufacturing or administrative facilities of the Company;
- (j) Debt financing for the Company which require any Shareholder of the Company to provide any guarantee or other comfort or support to any third party including bank or other financial institution;
- (k) Change of Financial Year or adoption of or amendment to the financial and accounting systems of the Company;
- (l) Any action for commencement of a voluntary liquidation or winding up, dissolution, winding up, bankruptcy, receivership, insolvency, trusteeship or similar arrangement in respect of the Company;
- (m) Any initial public offer or public offer for sale of securities of the Company, on any stock exchanges or any preferential or other offer for sale or issue of securities of the

Company to any third party;

- (n) Any capital expenditure, expenses or payments which deviates from the Business Plan by more than 10% (Ten Per Cent);
- (o) Entering into, terminating or amending any Related Party Transactions, other than as contemplated pursuant to this Agreement;
- (p) Any change in the size of the Board;
- (q) Any amendment in the Fras-le License Agreement or ASK's License Agreement or in the Trademark License Agreement(s);
- (r) Issue of Equity Securities to any Third Party;
- (s) Any change in sales (or terms of sale) by the Company to Existing ASK Customers (who are specified in Annexure 9) which is not in line with the general policies of the Company;
- (t) Establishment or creation of any new Subsidiary; and
- (u) Any of the above in relation to any of the Subsidiaries of the Company.





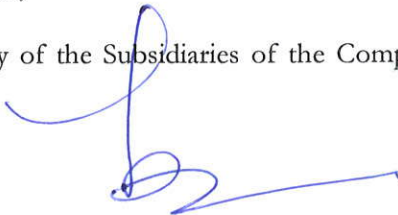


**ANNEXURE 13**

**LIST OF MATTERS REQUIRING COMPANY'S BOARD APPROVAL**

1. Oversee the officers' management, examining, at any given time, the Company's books and documents, requesting information concerning contracts which have been executed or are undergoing the signing procedures, and taking other measures;
2. Acquisitions to integrate Company's fixed assets (tangible or intangible) whenever the latter exceeds, within a Financial Year, an amount of US\$ 100,000 (United States Dollars One Hundred Thousand Only);
3. Sale of goods (tools, machinery and equipment of no considerable value) which have been recorded as fixed assets of the Company, amounting to an amount of 100,000 (United States Dollars One Hundred Thousand Only) per Financial Year;
4. Constitution of Encumbrances and the granting of warranties of obligations of the Company or third parties, up to an amount of 100,000 (United States Dollars One Hundred Thousand Only);
5. Entering into loans from any Person, including financial institutions, regardless of the value borrowed;
6. Execution of contracts that discharge third parties from obligations towards the Company, for an amount individually or jointly higher than US\$ 25,000 (United States Dollars Twenty Five Thousand Only);
7. Execution of contracts with terms longer than 36 (Thirty Six) months;
8. Authorize the purchase of Assets of a value superior to US\$ 100,000 (United States Dollars One Hundred Thousand Only);
9. Approve the sale of the Company's assets (goods or real state), credits, rights and tangible and intangible assets of any kind, which, individually or jointly, are worth US\$ 100,000 (United States Dollars One Hundred Thousand Only) or more;
10. Approve obligations of any kind contracted by the Company, financial or others, including the concession or warranties, which, individually or jointly, represent US\$ 100,000 (United States Dollars One Hundred Thousand Only) or more;
11. Executing agreements which require capital expenditure, of an amount more than US\$ 100,000 (United States Dollars One Hundred Thousand Only) and the subscription price of the shares being issued, except as determined by the Parties in the Agreement, respecting the initial capital contributions;
12. Adoption of an employee benefit plan;
13. Any of the above in relation to any of the Subsidiaries of the Company, or any Person Controlled by the Company.

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**ANNEXURE 14**  
**TRADEMARK LICENSE AGREEMENT**

**TRADEMARK LICENSE AGREEMENT<sup>10</sup>**

This Trademark License Agreement ("**Agreement**"), executed at [●] on this [●] day of [●], 2017 ("**Execution Date**") by and between:

1.

[**INSERT NAME OF LICENSOR**], a company incorporated under the laws of [●], and having its address at [●] (hereinafter referred to as "**Licensor**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns);

**AND**

2. [insert name of JV Company] **PRIVATE LIMITED**, a company incorporated under the laws of the India, and having its registered address at [●] (hereinafter referred to as the "**Licensee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);

(LICENSOR AND LICENSEE are jointly referred to as the "**Parties**" and, individually, as a "**Party**")

**WHEREAS:**

- (i) The shareholders of the Licensee, i.e., the Licensor and ASK Automotive Private Limited ("**ASK**"), have entered into a joint venture agreement on [insert Execution Date of the JV] ("**JV Agreement**") which governs the *inter se* relationship between such shareholders, pursuant to, and in consideration of which the Licensor has agreed to grant the Licensee a license to the Trademarks (*as defined hereinafter*), subject to, and in accordance with the terms and conditions of this Trademark License Agreement.
- (ii) LICENSEE wishes to use the Trademarks, and the LICENSOR has agreed to license the Trademarks owned by it to the LICENSEE, solely for the Purpose (*as defined hereinafter*), subject to and in accordance with the terms and conditions set out in this Agreement.

The LICENSEE desires to enjoy, and the LICENSOR has agreed to grant, a non-exclusive royalty-free license to use the Trademarks with respect to the Products under the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual agreements, covenants, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

**CLAUSE 1. DEFINITIONS**

In addition to terms and expressions defined in other clauses, sections or exhibits of this Agreement, the following terms and expressions shall have the meaning specified below whenever they are employed in this instrument in the singular or plural, feminine or masculine, which for purposes of this Agreement are equivalent, unless when the context clearly indicates a different meaning:

1.1. "**Affiliates**": means: (a) with respect to any Person other than a natural person, any other Person that directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such Person; and (b) in the case of any Person who is a natural person, any Person who is a relative of such a natural person (according to the meaning ascribed to

<sup>10</sup> **Note to draft:** Stamp duty of an appropriate amount will need to be paid on this agreement. To be modified factually, depending on the party which is the Licensor.

it under Section 2(77) of the Companies Act, 2013), or any Person who is Controlled by such natural person, or under the common Control of such natural person and any of such natural person's relatives (according to the meaning ascribed to it under Section 2(77) of the Companies Act, 2013).

1.2. "Losses": means all losses, liabilities (including statutory liabilities), damages, proceedings, deficiencies, demands, claims, cause of action, suit, litigation, prosecution, mediation, arbitration or enquiry, and includes any notice received in relation thereto, whether civil, criminal, administrative or investigative, actions, judgments or causes of action, awards, assessments, taxes, costs or expenses (including, without limitation, interest, penalties and attorneys' fees, settlement amounts and expenses), that are or will be suffered or incurred.

1.3. "Person" means a natural person, a company, any corporation, a partnership or a limited liability partnership, a trust, a business trust, a joint stock company, an unincorporated association, a government or Governmental Authority, and / or any other legal entity.

1.4. "Products": means the commercial vehicle brake linings and brake pads for commercial vehicle products from 3.5 (Three point Five) tons and above manufactured by the Licensee, and to be distinguished by the Trademarks, as defined in **Exhibit A**. For avoidance of doubt it is clarified that the LICENSEE shall not manufacture pad back plates, however, may procure the same from third parties in connection with the Products.

1.5. "Territory": shall mean India, Sri Lanka, Bangladesh and Nepal.

1.6. "Trademarks": means the trademarks listed in Exhibit A of this Agreement.

## CLAUSE 2. LICENSE GRANT

2.1. LICENSOR hereby grants to LICENSEE a royalty-free and revocable license to use the Trademarks to manufacture, sell, market, export, and service the Products only in the Territory during the term of this Agreement ("**Purpose**"). It being clarified that the license to use the Trademarks for manufacture of the Products in the Territory shall be on an exclusive basis.

2.1.1. The LICENSEE will not be allowed to sell Products outside the Territory, unless prior written approval of LICENSOR has been obtained by the LICENSEE, or such sale is conducted outside the Territory through LICENSOR's sales team, in accordance with the terms and conditions set out in the JV Agreement. It being clarified that the license to use the Trademarks for distribution and sale of the Products outside the Territory pursuant to this Clause 2.1.1 shall be on a non-exclusive basis.

2.2. LICENSEE shall not sub-license the Trademarks to any third party in the Territory or in any jurisdiction in the world, unless prior written approval of LICENSOR has been obtained.

2.3. Notwithstanding anything in this Agreement, LICENSOR reserves the exclusive and sole right to own and manage the official presence of Trademarks online in all global markets, including for the avoidance of doubt, the Territories. This includes, but is not limited to, (i) all digital assets and properties, such as websites, corporate websites and all social media accounts that, *inter alia*, serve to promote the Trademarks and (ii) sell *via* internet, e-mail orders and/or any other digital distribution channels that LICENSOR and/or its Affiliates uses, from time to time inside and/or outside the Territory.

2.3.1. The LICENSEE may, with the prior written consent of the Licensor, create market-specific print and collateral materials provided, however, that they adhere to LICENSOR's brand reproduction guidelines, as amended from time to time by the LICENSOR. Copies of the

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LICENSOR's brand reproduction guidelines (including amendments thereto) shall be provided by the LICENSOR to the LICENSEE from time to time, in writing and in the English language. It being clarified that any such digital content for any usage, including online usage must come from, or be approved (prior) in writing by, the LICENSOR.

2.3.2. LICENSOR will determine a company, belonging to LICENSOR's same economic group of companies, to register domain names in each country of the Territory, bearing the Trademarks or other similar distinctive signs. LICENSEE may manage the websites in the Territory that embodies the Trademarks and other similar elements, subject to LICENSOR previous written approval, which shall be on such terms and conditions as are mutually agreed in writing between the LICENSOR and the LICENSEE. Upon termination of this Agreement, for any reason whatsoever, LICENSEE shall immediately revert control of such websites (if any) to LICENSOR and stop managing the websites, and shall make all filings, applications and deeds, including as requested by the LICENSOR.

2.4. LICENSEE acknowledges that LICENSOR is the exclusive owner of all possible rights, titles and interests in and to the Trademarks in any form or embodiment thereof, and that LICENSOR is the exclusive owner of any possible goodwill attached, or which shall become attached, to the same in connection with the business, goods, products or services in relation to which the same have been, are or shall be used and the exclusive owner of any modifications to the Trademarks. LICENSEE's use of the Trademarks under this Agreement shall inure to the exclusive benefit of LICENSOR.

2.5. LICENSOR represents and warrants to the LICENSEE that it is the sole and exclusive owner of the Trademarks.

2.6. LICENSEE agrees to never challenge or question, either in its own name or through third Parties, the validity or ownership of any of the Trademarks.

### CLAUSE 3. DURATION AND TERMINATION

3.1. This License Agreement shall come into force on and from the execution date, and shall remain terminate upon the occurrence of the earlier of the following ("Term"):

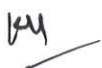
- (a) by the written consent of all the Parties;
- (b) upon the termination of the JV Agreement;
- (c) by either Party, if the LICENSEE or their creditors file a successful liquidation, bankruptcy or dissolution lawsuit for LICENSEE; and
- (d) by the non-defaulting Party, if the other Party breaches any provision hereof and fails to remedy such breach within five (5) days from the notification of such breach by the innocent Party.

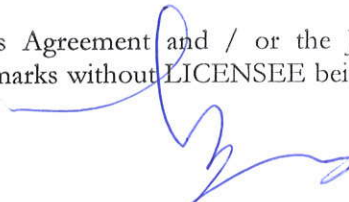
3.2. LICENSOR may terminate this Agreement, at any moment and irrespective of any judicial or extrajudicial notices, without any penalty or obligation of indemnification to LICENSOR, if LICENSEE breaches its obligation set out in Clause 6.

3.3. Termination of this Agreement shall not relieve the Parties of their obligations due at the time of such termination, nor shall termination prejudice any claim of the Parties, accrued or to be accrued, on account of any breach by any of them.

### CLAUSE 4. DISCONTINUANCE OF USE OF THE TRADEMARKS

4.1. Subject to Clause 4.4 below, upon termination of this Agreement and / or the JV Agreement, LICENSEE shall immediately cease to use the Trademarks without LICENSEE being





entitled to a claim for any compensation or indemnification from LICENSOR. Subject to Clause 4.4 below, LICENSEE shall discontinue any use of the Trademarks and shall abstain from any behavior or activity that may induce in third parties the false opinion that the relationship under this Agreement and / or the JV Agreement is still in force.

4.2. Subject to Clause 4.4 below, upon termination of this Agreement, LICENSEE will inform LICENSOR about the remaining inventory of Products, and the provisions of clause 25.4 of the JV Agreement shall apply.

4.3. Subject to Clause 4.4 below, LICENSEE understands that upon the termination or expiration of this Agreement for any reason whatsoever, the use of the Trademarks by LICENSEE will be unlawful, abusive and prejudicial to the legal rights of LICENSOR, will create no rights in LICENSEE and cause irreparable harm to the LICENSOR. LICENSEE acknowledges that such use, or any use other than as permitted in this Agreement, will entitle LICENSOR to compensation and all other remedies provided by law. The Parties agree that damages may not be an adequate remedy and LICENSOR shall be entitled to an injunction, restraining order, right for recovery, specific performance or other equitable relief to restrain any breach or enforce the performance of the covenants, representations, warranties and obligations contained in this Agreement. LICENSOR shall have the right to enter into any and all facilities, plants and warehouses of LICENSEE post the termination of this Agreement, for any reason whatsoever to determine if LICENSEE has complied with the provisions of this Clause 4.

4.4. Procedure upon Termination. Upon termination of License Agreement, the Licensee shall be permitted to use the Trademarks to the limited extent and in the manner provided in Clause 25.4 of the JV Agreement, which provisions are deemed to be incorporated by reference herein, and shall apply.

#### CLAUSE 5. PROTECTION OF THE TRADEMARKS


5.1. The Parties undertake to take all necessary procedures and measures, to defend and maintain the validity of the Trademarks, including without limitation paying all fees and complying with all administrative or judicial deadlines in due course. All expenses related to such procedures and measures for the protection as well as registration and maintenance of the Trademarks shall be borne by LICENSOR.

5.2. LICENSEE agrees to cooperate with LICENSOR in the protection of LICENSOR's rights to the Trademarks and agrees to promptly notify LICENSOR of any infringement of the Trademarks, and, if possible, provide LICENSOR with the infringement material. LICENSEE is not entitled to file lawsuits for unauthorized use of the Trademarks, unless requested by the LICENSOR.

5.3. LICENSEE undertakes not to perform or actively permit others to perform any act that would, or may reasonably be expected to, jeopardize, disparage, invalidate the Trademarks or prejudice the right, title, or interest of the Parties under this Agreement or the goodwill attached to such Trademarks.

5.4. LICENSEE agrees to, upon LICENSOR's request, and at LICENSOR's expense, give to LICENSOR or its authorized representative any information as to its use of the Trademarks which LICENSOR reasonably requires, and shall render any assistance reasonably required by LICENSOR in maintaining, *inter alia*, the registration and / or the goodwill of the Trademarks.

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#### CLAUSE 6. DISPLAY OF TRADEMARK

6.1. LICENSEE acknowledges the reputation associated with the Trademarks, and shall use them solely during the Term for the Purpose, in accordance with the terms and conditions herein, but only in a manner that maintains and promotes such valuable reputation and shall refrain from taking any action that is likely to impair the goodwill or reputation of the Trademarks. LICENSEE shall fully cooperate with LICENSOR to protect the Trademarks and the goodwill it represents, and shall make all filings, applications and deeds, including as requested by the LICENSOR, at the LICENSOR's cost.

6.2. LICENSEE shall follow LICENSOR's specifications for the Products, its brand guidelines, as amended from time to time, and its generally applicable updates (including any amendments thereto), as provided by the LICENSOR to the LICENSEE in writing and in English from time to time during the Term, with respect to the use of the Trademarks. Any request for change to the technical specifications and/or LICENSOR's brand guidelines must be submitted in writing by the LICENSOR and approved in writing by the LICENSEE.

6.3. Upon request, LICENSEE will furnish LICENSOR samples of the various Products and labeling, packaging and any other materials or items on which it uses the Trademarks.

6.4. LICENSEE shall not display or use the Trademarks with any modification or alteration of any of its features, including any characteristic features, without the prior written consent of the LICENSOR (which consent LICENSOR may grant or withhold in its sole discretion). LICENSEE shall not use or try to register any trademark or name equal or similar to the Trademarks, or that could cause confusion with the Trademarks.

6.5. LICENSEE may create market-specific print and collateral materials as long as they adhere to LICENSOR's brand guidelines, as amended from time to time, and quality control specified in Clause 7 and are pre-approved in writing by LICENSOR.

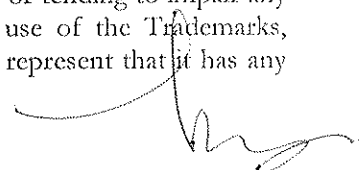
#### CLAUSE 7. QUALITY CONTROL AND INSPECTION

7.1. It is agreed upon by the Parties that the Products manufactured by LICENSEE under the Trademarks shall contain specifications, nature and quality of the same level as to the products manufactured by LICENSOR provided, however, that LICENSEE shall, in addition, comply with any rules relating to the Products which, from time to time, may be prescribed by any laws or regulations in force in the Territory.

7.2. Upon the request of LICENSOR, LICENSEE shall, at any time, allow LICENSOR to inspect the Products in any place in the Territory, or elsewhere (*i.e.*, in any other places where such Products are located), as specified from time to time by LICENSOR. LICENSOR's authorized representatives shall have access, at any time, with prior advance notice, to any and all plants and offices of LICENSEE for the purpose of inspecting the Products as well as the methods, equipment and materials used for the rendering of such Products, and have access rights to any of the representatives of the LICENSEE.

#### CLAUSE 8. OWNERSHIP OF TRADEMARKS

8.1. The LICENSEE acknowledges LICENSOR's exclusive right, title and interest in and to the Trademarks and any registration that have issued or may issue thereon, and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any of such right, title and interest. In connection with the LICENSEE's use of the Trademarks, neither LICENSEE nor any Affiliate of LICENSEE shall in any manner represent that it has any





ownership in the Trademarks or registrations thereof, and all Parties acknowledge that use of the Trademarks shall ensure to the benefit of the LICENSOR. Upon termination of this Agreement, the LICENSEE will cease and desist from all use of the Trademarks in any way and will deliver to the LICENSOR, or its duly authorized representatives, all material and papers upon which the Trademarks appears, and furthermore, LICENSEE will not at any time adopt or use without LICENSOR's prior written consent, any word or trademark which may be viewed as similar to or confusing with the Trademarks.

**CLAUSE 9. UNDERTAKINGS AND WARRANTIES BY LICENSEE; INDEMNIFICATION AND LIQUIDATED DAMAGES**

9.1. During the Term, LICENSEE shall use its best endeavors to produce and sell the Products. The LICENSEE shall use the Trademarks only for the Purpose.

9.2. LICENSEE shall use the Trademarks in such a way as to maintain and enhance the value of the Trademarks and shall not do or omit anything that could prejudice LICENSOR's rights or the value of the Trademarks.


9.3. LICENSEE has the full responsibility for any damages or costs resulting from the manufacturing, marketing, sale, revenue or use of the Products, or from failure, defect or malfunction of the Products.

9.4. LICENSEE does not represent LICENSOR. LICENSEE acts solely on its own behalf.

9.5. LICENSEE agrees that LICENSOR shall not be responsible to LICENSEE or its customers for any defects whatsoever in any products or services sold or provided by LICENSEE, including the Products. LICENSEE further agrees to indemnify, defend and save LICENSOR harmless from any expense or liability whatsoever arising out of any and all claims, demands or causes of action that may be asserted against LICENSOR on account of injuries to, or the death of, persons or damage to property occurring as a result of, or in any way related to, any of the Products sold or provided or services performed by LICENSEE pursuant to this Agreement, whether such claim, demand or cause of action is based on negligence, implied or express warranty or otherwise.

9.6. Without prejudice to the other rights of the LICENSOR under this Agreement or law, the LICENSEE hereby agrees to indemnify and hold the LICENSOR and / or its Affiliates, and their respective employees, officers, directors, agents, managers and representatives (*collectively* "Indemnified Parties") harmless against and in respect of any and all Losses actually incurred or suffered by the Indemnified Parties as a result of or due to any breach of the terms and conditions in this Agreement by the LICENSEE, including any loss of goodwill or reputation of the LICENSOR. Provided that, the LICENSEE shall have a period of 15 (fifteen) days from the date on which such breach arises, to cure such breach without any Losses to the LICENSOR.

9.7. If LICENSEE has not ceased to use the Trademarks and / or has not complied with any term hereof following the termination of this Agreement (including the provisions of Clause 6) (each of the above being hereinafter referred to as a "Breach"), the LICENSEE shall be liable to pay to LICENSOR a non-compensatory fine in the amount of USD 2,000,000 (United States Dollars Two Million Only) per day for each day the LICENSEE continues to be in Breach, as liquidated damages. Provided that, the LICENSEE shall have a period of 7 (seven) days from the date on which such Breach arises, to cure such Breach without any Losses to the LICENSOR. The Parties agree that such liquidated damages are reasonable, and is a genuine pre-estimate of the Losses which would be suffered by the LICENSOR. If the LICENSEE is required for any reason to deduct or withhold from any payment to the LICENSOR pursuant to this Clause for any tax

imposed by a tax authority, or the LICENSOR is required for any reason to pay any tax imposed by a tax authority on any payment from the LICENSEE pursuant to this Agreement, the LICENSEE will increase such payment to an amount which, after taking into account such deduction, withholding or payment of tax, will result in payment to the LICENSOR of the full amount the LICENSOR would have received from the LICENSEE had no such deduction or withholding been made or had such tax not become payable. The right to receive such liquidated damages shall be in addition to any other rights that LICENSOR may have to seek damages and or pursue other legal remedies to, *inter alia*, sanction (and obtain the cessation of) such unauthorized use by LICENSEE of the LICENSOR's Trademarks.

#### CLAUSE 10. CONFIDENTIALITY

10.1. Each of the Parties, by itself, as well as by its partners, shareholders (direct or indirect), directors and officers, employees, service providers, advisors and related third parties, commits to keep this Agreement and information exchanged during the Agreement strictly confidential, except if:

- (a) a previous and written consent of the other Party for the disclosure of such confidential information is obtained;
- (b) the confidential information is or becomes generally available to the public, as long as that is not due to a breach of the confidentiality herein set forth, due to the action or omission of the other Party or of any of the related parties;
- (c) the confidential information is or becomes known or available to the Party or any of the related parties, on a non-confidential basis, from a source which, to the best knowledge of the Party, after due investigation, is not prohibited to disclose such information;
- (d) the confidential information is already legally known by the Party on the date of its disclosure; or
- (e) the confidential information must be disclosed according to the applicable laws or the applicable policies, or by judicial or administrative order, decree or governmental norm to which the Party is subject to, provided that the Party informs the other Party before the disclosure in writing and at least 3 (three) working days prior to such disclosure, allowing the other Party the opportunity to take the necessary measures to avoid such disclosure.

10.2. Each of the Parties commits, by itself, not to use any confidential information, except for the purposes of this Agreement.

10.3. The duty of confidentiality shall remain valid and effective for a period of five (5) years from the termination of this Agreement.

#### CLAUSE 11. NOTICES

11.1. A notice or other communication given under or in connection with this Agreement (a "Notice") shall be:

- (i) in writing;
- (ii) in the English language; and
- (iii) sent by the Permitted Method (as defined hereafter) to the Notified Address.





11.2. The “Permitted Method” means any of the methods set out in the first column below, the second column setting out the date on which a Notice given by such Permitted Method shall be deemed to be given; provided that, the Notice is properly addressed and sent in full to the Notified Address:

Permitted Method:	Date on which Notice is deemed given:
Personal delivery	When delivered at the Notified Address during the business hours with proof of acknowledgment.
E-mail	When the e-mail is sent, with no delivery failure report having been received.
Registered post, air-mail or courier	7 (Seven) Business Days after posting.

11.3. The “Notified Addresses” means the address, for each of the Parties as set out below:

Party	Address	Email	Marked for the attention of:
Licensor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Licensee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

or such other Notified Address as any Party may, by written Notice to the other Parties, substitute for its Notified Address set out above.

11.4. Notwithstanding the foregoing, a Notice received on a day other than a business day, or after business hours in the place of receipt, shall be deemed to be given on the next following business day in such place. In the event a Party refuses delivery or acceptance of a Notice under this Agreement, it shall be deemed that the Notice was given upon proof of the refused delivery, provided that, the same was sent in the manner specified in this Agreement.

## CLAUSE 12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. The provisions of Clause 28 (*Governing Law, Disputes and Submission to Jurisdiction*) of the JV Agreement shall apply *mutatis mutandis* to this Agreement, and shall be deemed to be incorporated by reference herein.

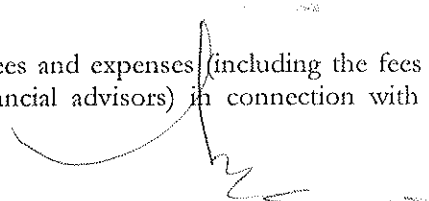
## CLAUSE 13. MISCELLANEOUS

13.1. Assignment. The rights granted to LICENSEE under this Agreement are personal and shall not be assigned or transferred without the prior written consent of LICENSOR, which consent LICENSOR may grant or withhold in its sole discretion. Any attempted assignment of some or all of Licensee’s rights pursuant to this Agreement without LICENSOR’s prior written consent is immediately null and void.

13.2. Authorization. The execution of this Agreement was duly approved and authorized by the board of directors and/or articles of association of the respective Parties. Each of the Parties represent and warrant, with respect to themselves, that no other corporate approval is, or was necessary for the enforcement of this Agreement.

13.3. Expenses. Each Party hereto shall pay its own fees and expenses (including the fees and expenses of its attorneys, accountants, brokers and financial advisors) in connection with this Agreement.

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**13.4. Waiver; Amendment.** Except as otherwise expressly provided herein, no waiver, termination or discharge of this Agreement, or any of the representations, warranties, conditions to closing or other terms or provisions hereof, shall be binding upon a unless confirmed in writing by all. No waiver of any term or provision of this Agreement or of any default hereunder shall affect such rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar. This Agreement may not be modified or amended except in a written document executed by all of the Parties.

**13.5. Severability.** If any provision of this Agreement shall be held void, violable, invalid or non-enforceable, by any competent judge, no other provision of this Agreement shall be affected as a result thereof and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, violable, invalid or non-enforceable provision had not been contained herein.

**13.6. Binding Effect.** This Agreement obligates the Parties and their respective successors and assignees.

**13.7. Survival.** Clauses 9.6, 9.7, 10, 11, 12 and 13.7 will survive termination of this Agreement for any reason whatsoever.

In Witness Whereof, each of the Parties has caused this Agreement to be executed by their respective officers before the witnesses below.

LICENSOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness:



LICENSEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness:



Exhibit A - Trademarks

Registration Number	Trademark	Class	Products

Sri Lanka

Registration Number	Trademark	Class	Products

Bangladesh

Registration Number	Trademark	Class	Products

Nepal

Registration Number	Trademark	Class	Products

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## Key Terms of Transition Services Agreement

**Date:** 5<sup>th</sup> December 2017

These key terms of the transition services agreement ("**Key Terms**") sets out the material terms of the transition services agreement ("**TSA**") proposed to be executed between ASK Friction Private Limited, a company incorporated under the laws of India, and having its registered address at Farm No.82, Road No.4, Silver Oak Marg, Ghitori, New Delhi -110030, India ("**Company**"), ASK Automotive Private Limited, a company incorporated under the laws of India, and having its registered address at Flat No. 104,929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi 110005 ("**ASK**") and Fras-le S.A., a company incorporated under the laws of Brazil, and having its address at RS 122 Road, Km 66, No. 10,945, Caxias do Sul, RS, Brazil ("**Fras-le**"), and such terms embodied in this Key Terms shall form the basis of, and be further detailed in the TSA. The Company, ASK and Fras-le are hereinafter collectively referred to as the 'Parties' and individually as the 'Party'.

1. Machinery: Considering that ASK will need to benefit from the use of the machinery set out at **Annexure A** ("**Machinery**") for a period up to 9 (Nine) months from the date of execution of the TSA, the Parties shall negotiate in good faith the terms and conditions of such use, always in accordance with the terms and conditions set out herein. It is agreed that the Company will provide services of industrialisation to ASK using the Machinery. For that matter, ASK shall provide the raw materials at its own cost to the Company, and the Company shall thereafter industrialise such raw material ("**Product**"), and provide the Product to ASK, at ASK's costs. The Company shall charge ASK for such industrialisation, such compensation to be calculated based on all direct and indirect costs associated with such industrialisation (including tax and administrative costs, if any), in such a manner that the Company shall not incur any loss with the industrialisation of the Products.

It is further agreed that ASK shall provide the Company with a monthly forecast at least 15 (Fifteen) days prior to the commencement of the subsequent month which would detail the amount of Products required for such subsequent month, and Company shall not be required to provide Products which are more than as set out in such monthly forecast. In the event that ASK would need Products which are lesser than as set out in the monthly forecast, ASK shall inform the Company of the same in advance, and the Parties agree that the Company would not incur any losses, or likely to incur any losses (including loss of profits) in this regard.

The Parties agree that the Company shall not be required to incur any additional expenditure (either capital or operational) in order to be able to industrialise the Products to ASK, as the process of industrialising shall be fully absorbed by the structure and human resources that Company will have at Closing of the joint venture agreement executed by the parties on even date.

Further, the Parties agree that the Company shall not provide any representation or warranty in relation to the Products and will not be liable in any way whatsoever in relation to the Products. In the event that any liability or losses arise in connection with the Products, then ASK shall indemnify the Company to that extent.

2. Shared Facilities: ASK will be permitted to use certain facilities of the Company for a period up to 9 (Nine) months from the date of execution of the TSA, which facilities shall include the cafeteria and the restrooms, and the details of the same shall be further detailed in the TSA. ASK and the Company shall execute a sub-lease agreement in this regard, or any other instrument that the Parties agree to. The compensation to be paid to the Company for the use of the shared facilities, and the sharing of the costs related to the utilities, such as the electricity, water, *etc.*, shall be calculated based on the ratio of the space which is used by each Party, not considering the math the areas that are from common use, (e.g. should ASK use 40% (Forty Per Cent) of the 'Land & Building' (being all that piece and parcel of land situated at Plot Number 446-D, Sector 8, IMT Manesar, Gurugram – 122050, Haryana, India), it should reimburse the Company 40% (Forty Per Cent) of the total infrastructure costs). Whenever possible, the measurement and payment of utilities will be segregated. The cost of food and running the cafeteria shall be divided between the Parties in the ratio of the number of

employees engaged by either Party in such shared facilities. The Parties shall be solely responsible for their own employees, irrespective of whether such employees are in the shared facilities, or in any other part of the facilities, and shall provide the other Party a knock-to-knock indemnity in this regard. ASK shall be solely responsible for its activities in the Land & Building and in the event that the Company incurs any losses in such shares facilities due to ASK's activities, then ASK shall indemnify the Company.

3. SAP: ASK will make available the latest version of the SAP license it uses to the Company, at the costs set out at **Annexure 2**. It is agreed between the Parties that such costs includes the any cost incurred by ASK for obtaining any consent or paying any incremental costs to make such SAP license available to the Company.

*[Remainder of this page intentionally left blank]*

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IN WITNESS WHEREOF the Parties hereto have executed this Key Terms on the day and year first above written.

Signed and delivered for and on behalf of  
ASK AUTOMOTIVE PRIVATE LIMITED

Signed and delivered for and on behalf of  
FRAS-LE S.A.

Kethan  
Name :  
Title :

Witness: Ugo Chalmers

Sergio S. S. S.  
Name :  
Title :  
Witness: Ugo Chalmers

Signed and delivered for and on behalf of the  
ASK FRICTION PRIVATE LIMITED

Amantane  
Name :  
Title :

Witness: Ugo Chalmers

for Amantane S. S. S.



# ANNEXURE A

Asset	Asset description	Current APC	Section	Area	Machine Ref.
1301000 803	DEGREASING UNIT FOR 50K NOS PER DAY	13.841.78 8,00	BPP	1ST FLOOR	1.1.09 ,3.01.09
1301001 765	SHOT BLASTING MACHINE - CONT. TYPE DPB	720.000,0 0	BPP	1ST FLOOR	4.1.09
1301000 801	AUTO BATCHING SYSTEM	5.018.094, 00	MIXER	1 ST FLOOR	2.2.09
1301000 807	POWDER COATING UNIT	4.348.541, 00	GRINID NG DBP	G. FLOOR	02.4.09,03.0 5.09
1301000 893	PLOUGH SHEAR MIXER MACHINE	1.470.231, 00	MIXER	1 ST FLOOR	1.2.09
1301000 816	PLOUGH SHEAR MIXER MACHINE	1.235.022, 00	MIXING	1ST FLOOR	04.02.09
1301000 894	MIX TROLLEY LIFTING UNIT	724.300,0 0	MIXER	1 ST FLOOR	1.2.09A
1301000 891	MIXER (SMALL 10 KGS.)	541.063,0 0	MIXING	1ST FLOOR	3.2.09

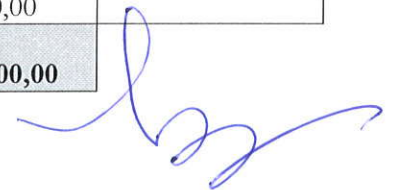
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## ANNEXURE 2

New Legal Identity Cost In SAP with 25 User Lic.					
No	Description	Price per unit (INR)	Amount First Year (INR)	Year on Year (INR)	Remarks (INR)
1	SAP new Legal Identity cost	15 Lacs , 20% AMC for next year	1.500.000,00	300.000,00	With 1 Plant , Additional Plant @7.5Lacs
2	SAP User license Cost , 25 User	50K 22% AMC for next year	1.250.000,00	275.000,00	
3	Internet Charges for 2 MB	1 Lacs per year	120.000,00	120.000,00	
4	Firewall , Antivirus , CCTV , 25 User	3000 per User	75.000,00	75.000,00	
5	SAP Support and training	50K Per month	600.000,00	600.000,00	
<b>Total Cost</b>			<b>3.545.000,00</b>	<b>1.370.000,00</b>	

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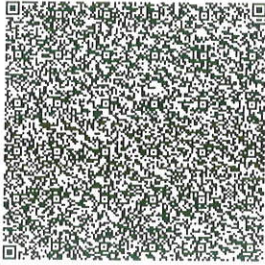
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## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL80319905928834Q
Certificate Issued Date	: 24-Jan-2018 07:03 PM
Account Reference	: IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96030363857018605431Q
Purchased by	: ASK FRAS LE FRICTION PRIVATE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ASK FRAS LE FRICTION PRIVATE LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: ASK FRAS LE FRICTION PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

*This Stamp paper forms an Integral part of the  
JOINT VENTURE AMENDMENT AGREEMENT executed between  
FRAS-LE S.A. , ASK AUTOMOTIVE PVT. LTD. & ASK FRAS-LE  
FRICTION PVT LTD. dt. 25th January 2018*

#### Statutory Alert:

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



## JOINT VENTURE AMENDMENT AGREEMENT

This **JOINT VENTURE AMENDMENT AGREEMENT** ("Agreement") is dated 25<sup>th</sup> January 2018 ("Execution Date") and is made by and amongst:

- (1) **FRAS-LE S.A.**, a company incorporated under the laws of Brazil, and having its address at RS 122 Road, Km 66, No. 10,945, Caxias do Sul, RS, Brazil (hereinafter referred to as "**Fras-le**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **First Part**;
- (2) **ASK AUTOMOTIVE PRIVATE LIMITED**, a company incorporated under the laws of India, and having its registered address at Flat No. 104,929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi 110005, India (hereinafter referred to as "**ASK**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **Second Part**; and
- (3) **ASK FRAS-LE FRICTION PRIVATE LIMITED** (*formerly known as ASK FRICTION PRIVATE LIMITED*), a company incorporated under the laws of India, and having its registered address at Flat No. 104,929/1, Naiwala, Faiz Road, Karol Bagh, New Delhi 110005, India (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **Third Part**.

Fras-le, ASK and the Company are hereinafter, unless repugnant to the context or meaning thereof, collectively referred to as the "**Parties**" and individually as a "**Party**".

### **WHEREAS:**

- (A) The Parties are parties to a joint venture agreement dated 5<sup>th</sup> December 2017 ("**JVA**") which, *inter alia*, records the manner of the Transfer of the Target Assets (*as defined therein*), investment by Fras-le and ASK into the Company and the respective *inter se* rights and obligations of the parties thereto and rights and obligations of the Shareholders (*as defined therein*) in relation to the Company.
- (B) The Parties now wish to enter into this Agreement to amend certain procedural changes as stipulated in the JVA, and amend the provisions of the JVA.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants, representations and warranties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

### **IT IS AGREED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS:**

1. Each capitalized term used but not defined herein shall have the meaning assigned to it in the JVA.
2. Clause 8.6 of the JVA shall be deleted and replaced in its entirety with the following:

*"8.6 Remedy of Fras-le and ASK: The Parties agree that in terms of sequence on the Closing Date, the Fras-le Subscription Shares and the ASK Subscription Shares shall be issued only after the Transfer of the Target Assets to the Company (free and clear of any Encumbrances and Liabilities, in accordance with Clause 5). If notwithstanding the above, after having received the Fras-le Subscription Consideration and the ASK Subscription, any of the terms contained in Clause 8.3 for the Closing (including for the avoidance of doubt the Transfer of the Target Assets to the Company, free and clear of any Encumbrances and Liabilities, in accordance with Clause 5), are not complied on the Closing Date or within 2 (Two) Business Days from the Closing Date, Fras-le and ASK shall have the right to obligate the Company to, by written notice, and if so required by Fras-le and ASK, the Company shall, forthwith and immediately refund to Fras-le and ASK, the Fras-le Subscription Consideration and ASK Subscription Consideration respectively, within a period of 7 (Seven) calendar days from the date of such written notice if the Equity Shares of the Company have not been issued and allotted to Fras-le and ASK. The Parties also agree that in such an event, ASK*



shall acquire the Fras-le Subscription Shares or the Company shall buyback the Fras-le Subscription Shares, for (i) the Fras-le Sale Consideration; or (ii) the highest price permitted under Applicable Law, whichever is lower, within such 7 (Seven) day period."

3. Clause 8.7 of the JVA shall be deleted and replaced in its entirety with the following:

"8.7 Name Change: In the event that Closing does not occur, and the Company has undertaken any of the steps set out at paragraph 11 of Annexure 3 of the Agreement, in relation to (A) changing its name to the New Name and / or (B) amending the Articles to include provisions relating to Fras-le in accordance with the Agreement, the Company shall (i) change its name back to 'ASK Friction Private Limited' and remove all references to the name 'Fras-le', (ii) amend the Articles (as desired by ASK) to remove all rights of Fras-le or references to Fras-le, including in the composition of the Board, quorum at Board and Shareholder meetings, deletion of Affirmative Vote Matters etc. (ii) make all filings required under Applicable Law in this regard to the satisfaction of Fras-le and ASK, including but not limited to Forms INC-1, MGT-14 and INC-24, and provide copies of the same to Fras-le and ASK and (iii) not use the name 'Fras-le' in any manner whatsoever. Additionally, in the event that Closing does not occur, notwithstanding anything to the contrary, the requirement for the presence of Fras-le at any Board or Shareholder meeting will not apply to facilitate amendment of the Memorandum of Association of the Company and the Articles of Association of the Company as contemplated in this Clause."

4. Clause 8.3.3(v)(a) of the JVA shall be deleted and replaced in its entirety with the following:

"(A) approve, issue and allot the Subscription Shares to Fras-le (and/or its Affiliate(s), as applicable) in a physical form and deliver such duly stamped and executed share certificates to Fras-le and take all actions necessary in relation to the issuance of the Fras-le Subscription Shares to Fras-le (and/or its Affiliate(s), as applicable), including, authorizing the filing of all necessary forms and returns with relevant Governmental Authorities including Form FC-GPR in relation to the Fras-le Subscription Shares issued and allotted to Fras-le and/or its Affiliate(s); and (B) approve, issue and allot the Subscription Shares to ASK (and/or its Affiliate(s), as applicable) in a physical form and deliver such duly stamped and executed share certificates to ASK; and (C) take all actions necessary in relation to the issuance of the Fras-le Subscription Shares to Fras-le (and/or its Affiliate(s), as applicable), and the ASK Subscription Shares to ASK (and/or its Affiliate(s), as applicable);"

5. Clause 8.3.3(vii) of the JVA shall be deleted and replaced in its entirety with the following:

"(A) issue and allot the Fras-le Subscription Shares to Fras-le (and / or its Affiliate(s), as applicable), against the Fras-le Subscription Consideration, in a physical form and deliver the duly stamped and executed share certificates to Fras-le in this regard, and (B) issue and allot the ASK Subscription Shares to ASK, against the ASK Subscription Consideration, in a physical form and deliver the duly stamped and executed share certificates to ASK in this regard,"

6. A new Clause 11.5 shall be inserted into the JVA after Clause 11.4, which shall be:

**"11.5 SAP License:**

**11.5.1** ASK will make available to the Company on and from the Closing Date, the latest version of the SAP license which is used by ASK ("SAP License"). In consideration for the same, the Company shall pay ASK the cost specified in **Annexure 15** ("SAP Consideration"). It is agreed and acknowledged between the Parties that the SAP Consideration includes any cost which will or may be incurred by ASK for obtaining any Approval, or paying any incremental costs whatsoever, to make such SAP License available to the Company. Provided however that in the event that the license fee payable by ASK to SAP increases, then the SAP Consideration shall be increased proportionately.

**11.5.2** ASK represents, warrants and covenants that (i) it has, and shall continue to have, the full right to use the SAP License and to sub-license and provide the same to the Company for its use; (ii) ASK is and shall continue to be in full compliance with the agreement executed between it and SAP, pursuant to which the SAP License has been licensed to ASK ("SAP Agreement"); and (iii) ASK shall not terminate or amend the terms of the SAP License or SAP Agreement without the prior written notice to the Company and Fras-le, which notice shall be provided to the Company and Fras-le at least 6 (Six) months prior to such termination / amendment."



7. A new Clause 11.6 shall be inserted into the JVA after Clause 11.5, which shall be:

*"11.6 If for any reason, any matters or actions required to be completed by the Company or ASK on or prior to the Closing Date, have not been duly completed in accordance with the terms of this Agreement, ASK and the Company shall ensure that the same are completed as soon as possible, and in any event within 90 (Ninety) days of the Closing Date, or such further period as may be mutually agreed between the Parties in writing. The Parties agree and acknowledge that the provisions of this Clause 11.6 are in addition to, and without prejudice to, any other rights or remedies which Fras-le would have under this Agreement or otherwise."*

8. A new Clause 13.2A shall be inserted into the JVA after Clause 13.2, which shall be:

*"Clause 13.2A. In the event that Fras-le elects not to appoint all 3 (Three) of the Fras-le Directors on the Board on the Closing Date, it is clarified for the avoidance of doubt that Fras-le shall at all times continue to have the right to appoint all 3 (Three) of the Fras-le Directors on the Board, and upon a request from Fras-le in this regard, each of the Parties shall take all necessary actions to ensure that such Fras-le Directors are appointed on the Board, including voting on their Equity Shares and ensuring that their nominees on the Board vote in a manner as to give effect to the above."*

9. Paragraph 3 of Part C of Annexure 3 of the JVA shall be deleted.

10. Paragraph (o) of Annexure 12 of the JVA shall be deleted and replaced in its entirety with the following:

*"(o) Entering into, terminating, amending or waiving any rights in relation to any Related Party Transactions, other than entering into any Related Party Transaction, as contemplated pursuant to this Agreement;"*

11. Clause 16.6.5(b) of the JVA shall be deleted and replaced in its entirety with the following:

*"(b) The Selling Party shall be bound to absolutely and irrevocably Transfer the Deadlock Sale Shares to the Purchasing Party, free and clear of any Encumbrance, and all actions as may be necessary to give effect to such Transfer shall be duly completed by the Parties, inter alia, including, (i) (A) the Selling Party executing irrevocable delivery instruction slips issued by his depository participant to Transfer the Deadlock Sale Shares from its DP Account to the Purchasing Party's DP Account, providing copies of the same to the Purchasing Party and causing the Deadlock Sale Shares to be credited to Purchasing Party's DP Accounts on the Sale Closing Date and / or (B) the Selling Party delivering duly executed and endorsed share transfer forms and share certificates to the Purchasing Party on the Sale Closing Date, as the case may be (ii) obtaining all the Approvals as may be necessary for the Purchasing Party to acquire the Sale Shares; (iii) providing representations and warranties in relation to the title of the Deadlock Sale Shares and there being no Encumbrances on such Deadlock Sale Shares; and (iv) making all regulatory filings within the time periods required under Applicable Law, including filing of Form FC-TRS (if required) with respect to the Transfer of the Deadlock Sale Shares. Any stamp duty and other expenses payable on Transfer of the Deadlock Sale Shares shall be borne by the Purchasing Party."*

12. Clause 19.3(b) of the JVA shall be deleted and replaced in its entirety with the following:

*"(b) The Changed Party shall be bound to absolutely and irrevocably Transfer the Option Shares to the other Party and / or the Option Transferee as set out in the Call Option Exercise Notice, free and clear of any Encumbrance, and all actions as may be necessary to give effect to such Transfer shall be duly completed by the Changed Party, the Option Transferees and the Company, as the case may be inter alia, including (i) (A) Changed Party executing irrevocable delivery instruction slips issued by his depository participant to Transfer the Option Shares from its DP Account to the other Option Transferees' DP Account, providing copies of the same to the Option Transferees and causing the Option Shares to be credited to Option Transferees' DP Accounts on the Call Option Closing Date and / or (B) the Changed Party delivering duly executed and endorsed share transfer forms and share certificates to the Option Transferees on the Call Option Closing Date, as the case may be; (ii) obtaining all the Approvals as may be necessary for the Option Transferees to acquire the Option Shares; (iii) providing representations and warranties as on the Call Option Closing Date only in relation to the title of the Call Option Shares and there being no Encumbrances on such Call Option Shares; and (iv) making all regulatory filings within the time periods required*



*under Applicable Law, including filing of Form FC-TRS (if required) with respect to the transfer of the Call Option Shares. Any stamp duty and other expenses payable on Transfer of the Option Shares shall be borne by the Changed Party."*

13. A new paragraph 9.3 shall be inserted after paragraph 9.2 of Annexure 6 of the JVA which shall be as set out below:

*"9.3. The Company is not required to obtain or maintain any building plan approvals or any environmental clearance under Applicable Law."*

14. A new paragraph 20 shall be inserted after paragraph 19 of Annexure 6 of the JVA which shall be as set out below:

*"20. All undisputed Tax claims under Applicable Laws relating to income tax have been duly discharged by ASK. There are no disputed Tax claims under Applicable Laws. In respect of all income taxes due and payable by ASK, either (a) such liabilities have been duly discharged by ASK; or (b) ASK has the full ability and capacity to discharge such liabilities, without recourse by any Tax Authority to the Company (including under Section 281 of the Income-tax Act, 1961); and (c) such income taxes due and payable by ASK shall be discharged when due."*

15. Paragraph 3 of Part A of Annexure 3 of the JVA shall be deleted and replaced in its entirety with the following:

*"ASK shall have obtained a certificate from a chartered accountant providing that in respect of all income taxes due and payable by ASK: (a) such liabilities have been duly discharged by ASK; (b) ASK has the full ability and capacity to discharge such liabilities, without recourse by any Tax Authority to the Company under Section 281 of the Income-tax Act, 1961; and (c) such income taxes due and payable by ASK shall be discharged when due."*

16. A new Clause 10.1.A shall be inserted after Clause 10.1 of the JVA which shall be as set out below:

*"10.1.A. The Indemnifying Parties (being the Indemnifying Parties described in limb (i) of the definition of "Indemnifying Parties") hereby agree to indemnify and hold harmless the Indemnified Parties (being the Indemnified Parties described in limb (a) of the definition of "Indemnified Parties"), from and against any and all Losses suffered by such Indemnified Parties arising out of or which in any way relate to, or results from non-receipt of the certificate from the relevant Tax Authority under Section 281 of the Income-tax Act, 1961 by ASK and / or any breach of the representation and warranty under paragraph 20 of Annexure 6 of the JVA ("281 Warranty") or the 281 Warranty being untrue, inaccurate or incorrect ("Specified Indemnities"). Notwithstanding anything else contained in this Agreement, the Parties agree that the said Indemnifying Parties shall indemnify the said Indemnified Parties for the full amount of the Losses suffered in respect of the Specified Indemnities, without any restrictions or limitations whatsoever (including those contained in Clause 10, which shall not be applicable in respect of any Claims / Losses arising out of, or relating to the Specified Indemnities)."*

17. A new Annexure 15 shall be inserted after Annexure 14 which would include the details set out in Schedule 1 herein.
18. This Agreement shall modify the agreement and the understanding set out in the JVA, as applicable, only to the limited extent set out herein. Except as specifically and expressly amended by this Agreement, all other provisions of the JVA shall remain unchanged and in full force and effect and shall continue to remain applicable and binding on the Parties.
19. This Agreement shall be effective from the Execution Date.
20. Save and except for the aforesaid all other terms and conditions of the JVA shall remain unaltered and in force. In the event of conflict between the terms of this Agreement and the provisions of the JVA, the provisions of this Agreement shall prevail in relation to the matters set out herein.

21. The provisions of Clauses 1 (*Definitions and Interpretation*), 26 (*Announcements and Confidentiality*), 27 (*Notices*), 28 (*Governing Law, Disputes and Submission to Jurisdiction*) and 29 (*Miscellaneous*) of the JVA shall apply *mutatis mutandis* to this Agreement.

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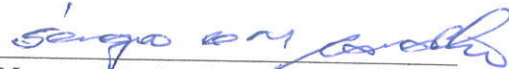
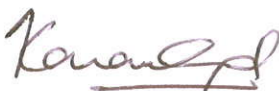
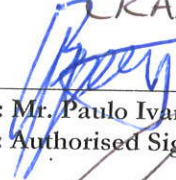
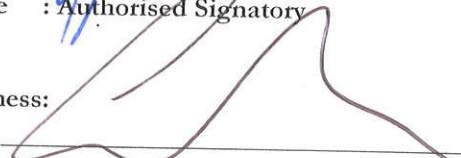


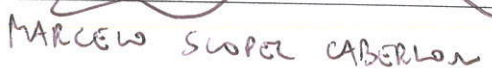
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IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

<p>Signed and delivered for and on behalf of ASK AUTOMOTIVE PRIVATE LIMITED</p> <p></p> <p>Name : <u>K.S. Rathee</u> Title : <u>CMD</u></p> <p>Witness:  (NAREESH SHARMA)</p>	<p>Signed and delivered for and on behalf of FRAS-LE S.A.</p> <p></p> <p>Name : Mr. Sergio Lisboa Moreira De Carvalho Title : CEO</p> <p>Witness:  (KARAN SINGAL)</p> <p></p> <p>Name : Mr. Paulo Ivan Barbosa Gomes Title : Authorised Signatory</p> <p>Witness: </p>
<p>Signed and delivered for and on behalf of the ASK FRAS-LE FRICTION PRIVATE LIMITED</p> <p></p> <p>Name : Mr. Aman Rathee Title : Director</p> <p>Witness:  (GAURAV GULIA)</p>	<p></p> <p>MARCELO SUPER CABERLON</p>





# SCHEDULE 1

## "ANNEXURE 15

New Legal Identity Cost In SAP with 25 User License					
No	Description	Price per unit (INR)	Amount First Year (INR)	Year on Year (INR)	Remarks (INR)
1	SAP new Legal Identity cost	15 Lacs, 20% AMC for next year	1.500.000,00	300.000,00	With 1 Plant , Additional Plant @7.5Lacs
2	SAP User license Cost, 25 User	50K per user, 22% AMC for next year	1.250.000,00	275.000,00	
3	Internet Charges for 2 MB	1 Lacs per year	120.000,00	120.000,00	
4	Firewall, Antivirus , CCTV, 25 User	3000 per User	75.000,00	75.000,00	
5	SAP Support and training	50K Per month	600.000,00	600.000,00	
Total Cost			3.545.000,00	1.370.000,00	

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