



தமிழ்நாடு தமில்நாடு TAMILNADU

30/09/2024

DL 558350

BONFIGLIOLI TRANSMISSIONS PRIVATE LIMITED

V.P. SEETHALAKSHMI (S.V.)

L.No: 9/CH(SI)/2010 Dt.14-2-2011

BONFIGLIOLI TECHNOLOGY SPACE PRIVATE LIMITED

20A / 26A, Morrison 6th Street, Alandur
Chennai-600 016. Cell: 99402 10578

2023

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE BUSINESS
TRANSFER AGREEMENT DATED 30TH SEPTEMBER 2024 BETWEEN
BONFIGLIOLI TRANSMISSIONS PRIVATE LIMITED AND BONFIGLIOLI
TECHNOLOGY SPACE PRIVATE LIMITED





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BUSINESS TRANSFER AGREEMENT

DATED 30TH SEPTEMBER 2024

BETWEEN

BONFIGLIOLI TRANSMISSIONS PRIVATE LIMITED

AND

BONFIGLIOLI TECHNOLOGY SPACE PRIVATE LIMITED



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BUSINESS TRANSFER AGREEMENT

This **BUSINESS TRANSFER AGREEMENT** is entered into at **Chennai** on the **30th** day of **September 2024** ("**Execution Date**") by and amongst:

1. **BONFIGLIOLI TRANSMISSIONS PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 having corporate identification number U29309TN1998PTC040717 and having its registered office at Plot No AC 7 to AC 11, SIDCO Industrial Estate, Thirumudivakkam, Kanchipuram, Tamil Nadu - 600132 (hereinafter referred to as the "**Seller**", which expression shall unless repugnant to the context hereof include its successors and permitted assigns) of the **FIRST PART**;

AND

2. **BONFIGLIOLI TECHNOLOGY SPACE PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 having corporate identification number U72100TN2024FTC172351 and having its registered office at Featherlite – The Address, 200 Ft Radial Road, Tiruneermalai, Tambaram, Kanchipuram, Tamil Nadu - 600044 (hereinafter referred to as the "**Purchaser**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

The Seller and the Purchaser shall collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- (A) The Seller is engaged in in the business of manufacturing and trading of gearboxes, gearmotors and the related sub assembly parts and spare parts.
- (B) Apart from the above, the Seller is also engaged in providing Engineering Design Services, IT support services and Accounting, Finance & Consolidation services to Group companies as a Global Capability Center (collectively, the "**Relevant Business**");
- (C) The Seller wishes to sell, and the Purchaser wishes to purchase, the Business Undertaking (as defined hereinafter) as a going concern on a slump sale basis (as contemplated under Section 50B read with Section 2(42C) of the IT Act), for a lump sum consideration, without values being assigned to individual assets and liabilities together with all the tangible and intangible assets, relating thereto.
- (D) The Parties are entering into this Agreement to record the terms and conditions on which the Relevant Business will be transferred by the Seller to the Purchaser subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions



In this Agreement, (i) capitalised terms defined by inclusion in quotation marks and / or parentheses have the meanings so ascribed; and (ii) the following terms shall have the following assigned meanings:

"Affiliate" of a Person (the **"Subject Person"**) means any holding or subsidiary entity forming part of the Bonfiglioli group¹.

"Agreement" shall mean this Business Transfer Agreement dated as of the Execution Date between the Seller and the Purchaser including the exhibits and schedules hereto and all amendments to such Agreement.

"Applicable Law" shall mean any applicable statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, clearance, approval, directive, binding guidelines and policies, requirement, or other governmental restriction or any similar form of decision, or determination by, or administration of any of the foregoing by any Governmental Authority in effect, as amended from time to time.

"Assumed Assets" shall have the meaning set forth in the definition of the term 'Business Undertaking'.

"Assumed Liabilities" shall have the meaning set forth in Clause 0.

"Business Contracts" means all contracts, undertakings, engagements and arrangements entered into by the Seller which relate to the Relevant Business and which remain to be performed (in whole or in part) or are otherwise in force at the Closing Date (including, for the avoidance of doubt, any contracts, undertakings, engagements and arrangements the material terms of which have been satisfied or performed by the Parties thereto but pursuant to which the Seller continues to derive or otherwise receive or has the right to derive or receive payment).

"Business Undertaking" shall mean the following:

- (a) all tangible moveable properties or assets utilized or developed in relation to the Relevant Business, as detailed in **Schedule 1 ("Business Assets")**;
- (b) Business Contracts;
- (c) the Employees who accept the offer of employment of the Purchaser (**"Transferring Employees"**), Employee Benefits in respect of the Transferring Employees, and personal records relating to the Transferring Employees;
- (d) books and records pertaining to the Relevant Business;
- (e) all causes of action, rights of recovery and rights under all warranties, representations, indemnities and guarantees made by vendors, distributors or other third parties, arising from or relating to the Relevant Business;
- (f) all Governmental Authorisations (transferable under Applicable Law), to the extent used in connection with, or related to, the Business Undertaking or required for the ownership or use of the Business Undertaking or the operation of the Relevant Business together with (i) all original documents and related data, records, and correspondence in the

¹ Bonfiglioli S.p.A, Italy and its affiliates collectively referred in as Bonfiglioli Group.



possession of the Seller evidencing or otherwise related to such Governmental Authorisations; (ii) all applications or renewals for such Governmental Authorisations; and (iii) all related files, documentation and correspondence with Governmental Authorities;

- (g) all business and commercial rights in the Relevant Business;
- (h) Current Assets, as detailed in **Schedule 1**;
- (i) Assumed Liabilities

Items referred to from sub-clause (a) to (h) above shall be referred to as "**Assumed Assets**".

"**Closing**" means completion of transfer of the Business Undertaking from the Seller to the Purchaser by completing the actions set out in Clause 5 (*Closing*).

"**Claim**" means any claim, action, demand, arbitration, audit, notice of violation, proceeding, litigation, summons, or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

"**Closing Accounts**" shall mean the unaudited balance sheet for the Relevant Business as of 30 September 2024 or such other date as may be agreed in writing between the Parties.

"**Closing Date**" shall have the meaning set forth in Clause 5.1.

"**Confidential Information**" shall have the meaning set forth in Clause 13.1.

"**Current Assets**" includes the following items in relation to the Relevant Business: (i) trade receivables; (ii) receivables from Government Authorities, (iii) cash in bank account pertaining to Relevant business, (iv) inventory, and (v) loans and advances and other current assets including but not limited to advances given for the Relevant Business, prepaid expenses, balances with Governmental Authorities, net goods and services tax (GST) input credit receivables, net tax deducted at source (TDS) receivable, security deposits given for the purposes of the Relevant Business and interest accrued thereon, loans and advances to the Transferring Employees, insurance claims receivables in relation to the Relevant Business in each case, (i), (ii), (iii), (iv) and (v) as of the Closing Date, whether or not classified as current assets in the Balance Sheet of the Seller.

"**Current Liabilities**" means, in relation to the Relevant Business, the current liabilities disclosed in the Closing Accounts including, for the avoidance of doubt (and to the extent disclosed in the Closing Accounts), (a) all trade payables and related accounts in relation to the Relevant Business, including amounts due to the companies owned or controlled by the Seller or any of its Affiliates; (b) prepayments made by customers; and (c) any provision relating to employee related expenses including retiral benefits.

"**Delivery Note**" means the written confirmation and acknowledgement by the Seller of delivery of constructive possession of the Assets in the format as set out in **Schedule 2** (*Form of Delivery Note*).

"**Employees**" mean all employees on the rolls of the Seller and full-time consultants which are exclusively involved in carrying out the Relevant Business as on the Execution Date, as listed in **Schedule 3**, excluding all contract workers or employees who are engaged through a third party in relation to the Relevant Business.



"Employee Benefits" means any plan, fund, provision, scheme or proposal provided by or on behalf of the Seller, to the Employees, including but not limited to the provident fund, gratuity obligations as per the Payment of Gratuity Act, 1972 (as amended or restated from time to time), accrued performance bonus, retention bonus, life insurance, leave benefits, leave travel allowance, superannuation, employee stock option plan, pension, and any insurance coverage/benefits including for medical, group medicaid, group personal accident whether or not the same is required under Applicable Law or otherwise.

"Encumbrances" shall mean any lien, security interests, equities, claims, prior assignments, mortgages, charges, pledges, conditional sales contracts, collateral security arrangements or any other security agreement or arrangement, third party rights including pre-emptive right, right of first refusal, or any restriction on use, voting rights or transfer restrictions, of any nature whatsoever or any agreement to create any of the above.

"Execution Date" shall have the meaning set forth in the Preamble hereto.

"Governmental Authority" shall mean any (a) nation, region, state, county, city, town, village, district or other jurisdiction; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal); or (d) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, having the force of law.

"IT Act" means the Income Tax Act, 1961.

"Liability" shall mean any known or unknown, actual or contingent, present or future, liability, cost, expense, indebtedness, commitment or obligation of any kind, character, or description.

"Losses" or **"Loss"** means any direct losses, liabilities, Claims, damages, costs and expenses, Taxes, including legal fees and disbursements in relation thereto but shall not include indirect, consequential, special or remote losses, loss of profits or opportunity cost, incurred or suffered by a Person.

"Party" and **"Parties"** shall have the meaning set forth in the Preamble hereto.

"Person" means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency, or political subdivision thereof, or any other entity that may be treated as a person under Applicable Law.

"Purchase Consideration" shall have the meaning set forth in Clause 3.1.

"Purchaser" shall have the meaning set forth in the Preamble hereto.

"Relevant Business" shall have the meaning set forth in the Recitals hereto.

"Representatives" shall have the meaning set forth in Clause 13.1.

"Seller" shall have the meaning set forth in the Preamble hereto.

"Tax" means any and all form of direct and indirect taxes whether federal, state, local or foreign, including with reference to income, profits, gains, net wealth, asset values, turnover, gross receipts including all duties (including stamp duties), excise, customs, service tax, value



added tax, withholding tax, dividend distribution tax, goods and services tax, central sales tax, charges, fees, levies or other similar assessments by or payable to a Governmental Authority including any interest, fines, penalties, assessments, or additions to Tax resulting from, attributable to or incurred in connection with any proceedings, contest, or dispute in respect thereof.

“**Transaction**” shall have the meaning set forth in Clause 3.

1.2. **Interpretation**

- (a) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Execution Date) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- (b) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- (c) Headings, subheadings, titles and subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules and annexures hereto and shall be ignored in construing the same.
- (d) Any reference to “writing” shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form but shall exclude text messages from mobile phones.
- (e) The words “include” and “including” are to be construed without limitation.
- (f) If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

2. **TRANSFER OF BUSINESS**

2.1. **Business Undertaking**

The Purchaser agrees to acquire and purchase from the Seller and the Seller hereby agrees to sell, transfer, assign and convey to the Purchaser for lump sum consideration without values being attached to individual assets and liabilities, and free from all Encumbrances, the right, title and interest of the Seller in the Business Undertaking, as a going concern on a slump sale basis (as defined in Section 2(42C) read with Explanation 1 to Section 2(19AA) of the IT Act), on the Closing Date.

2.2. **Assumed Liabilities**

Upon the terms and subject to the conditions of this Agreement, at the Closing, the Purchaser agrees to assume and pay or perform when due (i) all Liabilities that arise as a result of conduct of the Relevant Business by the Purchaser after the Closing Date (including the Liabilities set forth in Clauses 2.2.1 through 2.2.2.), and (ii) those certain Liabilities set forth in Clause 2.2.3 prior to or as of the Closing Date (collectively, the “**Assumed Liabilities**”, as detailed in **Schedule 1**):



- 2.2.1 all trade accounts payable to third party creditors specific to the Relevant Business for goods and services purchased, ordered or received by the Relevant Business;
- 2.2.2 all Liabilities in respect of the Business Contracts;
- 2.2.3 all Liabilities of the Seller that exist as of the Closing Date (and are not otherwise Current Liabilities) in respect of, Employee Benefits including contributions and payments in each case, with respect to the Transferring Employees; and
- 2.2.4 Current Liabilities.

2.3. Slump Sale

The purchase and sale of the Business Undertaking shall be on a slump sale basis (*as defined under section 2(42C) read with Section 50B of the Income Tax Act, 1961*) as a going concern for a lump sum consideration without values being assigned to individual assets and liabilities ("**Transaction**"), such that on Closing:

- 2.3.1. the right, title and interest of the Seller in the Relevant Business and the Business Undertaking (and thus the Assumed Assets and the Assumed Liabilities) shall stand transferred to and be vested in the Purchaser;
 - 2.3.2. the Purchaser shall be entitled to all rights, title, interest, and rewards of the Relevant Business and the Business Undertaking, and be liable and responsible for all Assumed Liabilities and all Liabilities in connection with its operation of the Relevant Business subsequent to, the Closing Date; and
 - 2.3.3. the Purchaser shall have the full ability, right, power and authority necessary for conducting and carrying on the Relevant Business, in so far as such ability, right, power and authority is transferred pursuant to this Agreement and the ancillary agreements executed pursuant to this Agreement.
- 2.4. The Parties hereby agree to execute ancillary documents as contemplated under this Agreement and as necessary to effectuate the transfer of the Business Undertaking contemplated herein, including for the purpose of fulfilling filing, stamp duty, registration or any other requirements under Applicable Law. Determination of the value of any of the components of the Business Undertaking for the purpose of payment of stamp duty by the Purchaser or other similar Taxes or fees shall not be regarded as assignment of values to individual assets or liabilities.

3. **CONSIDERATION**

- 3.1. Subject to the terms of this Agreement, in consideration for the sale of the Business Undertaking as a going concern on a slump sale basis, the Purchaser agrees to pay to the Seller the sum of INR 116,500,000 (Indian Rupees One Hundred and Sixteen Million and Five Hundred Thousand only), subject to any adjustments as may be mutually agreed between the Parties within 45 days from the Closing Date ("**Purchase Consideration**"). Such Purchase Consideration shall be discharged by way of cash within 45 days from the Closing Date or such other date as may be mutually agreed between Parties.
- 3.2. No part of the Purchase Consideration is attributed to any particular asset or liability comprised in the Business Undertaking and the Purchase Consideration represents the entire



consideration and no other amounts are payable by the Purchaser for the transfer of the Business Undertaking by way of a slump sale.

- 3.3. For the avoidance of doubt, subject to the terms of this Agreement, the payment of the Purchase Consideration to the Seller under this Clause 3 (*Consideration*) shall constitute the full and final consideration to be paid to the Seller hereunder in consideration of the sale / transfer of the Business Undertaking and the Seller shall not be entitled to any other consideration, fee, commission, revenue share, reimbursement or any other type of payment whatsoever in connection with the acquisition of the Business Undertaking by Purchaser.
- 3.4. Any income tax arising out of the transactions contemplated under this Agreement, including, but not limited to, capital gains tax under the Income Tax Act, 1961 shall be borne by the Seller.
- 3.5. Where the Purchase Consideration is not paid within 45 days from date of execution of the BTA, that portion of Purchase Consideration which is remaining unpaid on 46th day shall be treated as Inter-company loan and interest at Repo rate (as on the first day of the relevant quarter) + 1.7% (equivalent to 8.20% as on date) per annum shall be charged by Seller to Purchaser thereon on a quarterly basis.

4. CONDITIONS PRECEDENT TO CLOSING

- 4.1. This Agreement and the obligation of the Purchaser to consummate transfer of the Business Undertaking under this Agreement is subject to the following conditions precedent having been completed ("**Conditions Precedent**"); provided that the Purchaser may in its absolute discretion, by writing, waive all or any of the Conditions Precedent (if so permitted to be waived under applicable Law), in part or in full, or postpone performance of any of the Conditions Precedent beyond the Closing Date, and in case of such postponement, such conditions shall have to be fulfilled as conditions subsequent, within the time limit as may be specifically notified by the Purchaser in writing and agreed to by the Seller in writing:

4.1.1. All applicable corporate authorizations for the transaction contemplated in this Agreement shall have been obtained.

4.1.2. The Seller shall ensure that all the Business Contracts are transferred to the Purchaser by way of assignment letters or novation deeds executed with the relevant counterparty, as may be applicable.

4.1.3. The Seller shall have issued the Employment Letters as specified in Clause 6.3.1.1 and shall have obtained the duly executed acceptance of such Employment Letter from the Employees.

4.1.4. The Seller shall have obtained all consents and approvals from relevant statutory and regulatory authorities as may be required under Applicable Law to perform the obligations under this Agreement.

4.1.5. The Seller shall have undertaken such other actions as may be reasonably required by the Purchaser for the effective transfer of the Business Undertaking from the Seller to the Purchaser.



5. CLOSING

- 5.1. The Closing shall take place at the registered office of the Seller on 30th September 2024 or such other date thereafter, as may be mutually agreed between the Parties (the "**Closing Date**").
- 5.2. Closing Sequence: On the Closing Date, the following events shall occur in the sequence provided below, provided however that Closing shall be deemed not to have occurred unless each of the actions below have been fully fulfilled:
- 5.2.1. The Seller shall deliver or cause to be delivered to the Purchaser on the Closing Date:
- 5.2.1.1. duly executed copy of the Delivery Note, confirming and evidencing delivery of all the Business Assets by the Seller to the Purchaser, with the intent that title in such Business Assets shall pass by and upon delivery of constructive possession;
 - 5.2.1.2. duly executed copies of the Employment Letter as specified in Clause 6.3.1.1 issued to the Transferring Employees by the Seller and the Purchaser, and copies of duly executed acceptance of such Employment Letter by the Transferring Employees;
 - 5.2.1.3. all books and records pertaining to the Relevant Business in the possession of the Seller to the extent possible and permissible under the Applicable Laws, by executing the Delivery Note;
 - 5.2.1.4. consent letters from the counterparties to the Business Contracts (where applicable);
 - 5.2.1.5. the novation agreements to transfer the relevant Business Contracts (where applicable) to the Purchaser, duly executed by itself and/or each third party to such Business Contracts;
 - 5.2.1.6. Any other deeds, assignments and other instruments and documents of transfer necessary to transfer/assign all right, title and interest of the Seller in, to and under the Business Undertaking, as may be reasonably requested by the Purchaser to give effect to the Closing, shall be duly executed by the Seller in favour of the Purchaser in form and substance acceptable to the Purchaser.
- 5.3. All transactions to be consummated under this Agreement on the Closing Date shall be deemed to occur simultaneously, and no such transaction shall be deemed to be consummated, unless all such transactions are consummated simultaneously (unless so waived by the Purchaser).



6. MODE OF TRANSFER OF THE BUSINESS UNDERTAKING

6.1. Co-operation

6.1.1. The Parties shall cooperate, and shall cause their respective officers, employees, agents, auditors and their representatives to cooperate with the other Parties, to ensure the orderly transition of the Business Undertaking to the Purchaser, and to minimise any disruption to the Relevant Business that might result from the transactions contemplated by this Agreement.

6.1.2. It is hereby agreed that the Seller shall cooperate with the Purchaser in connection with any filing, application to be made to, information requested by, the Governmental Authority in connection with the Transaction contemplated under this Agreement, including, to the extent permitted under the Applicable Law, providing copies, or portions thereof, of all such documents to the Purchaser prior to such filing, application or informing the Governmental Authorities.

6.2. Contracts

6.2.1. This Agreement shall not constitute an assignment or attempted assignment of any Business Contract if the transfer or attempted transfer would constitute a breach of the terms of that Business Contract or would otherwise be prohibited by operation of Applicable Law.

6.2.2. On or before the Closing Date, the Seller shall: (a) obtain prior consent of the counterparties to the Business Contracts (where applicable); or (b) send an intimation letter to the counterparties to the Business Contracts which do not require the consent of the counter party for novation and/ or assignment, in relation to transfer and assignment of rights and obligations under the respective Business Contracts.

6.3. Employees

6.3.1. On or before the Closing Date:

6.3.1.1. the Purchaser and Seller shall Issue letters ("**Employment Letters**") to each of the Transferring Employees (and the Transferring Employees shall counter-sign and acknowledge such letters), providing that: (a) the Transferring Employees are resigning from their employment with the Seller and shall be released by the Seller at the end of business hours on the Closing Date (with waiver of any notice period or payment in lieu of notice); (b) the Purchaser is providing employment to the Transferring Employees effective from the Closing on terms that are substantially similar and not less favourable to the terms on which the Transferring Employee was employed by the Seller; and (c) the Purchaser will recognise the service of the Transferring Employees as continuous and not interrupted by reasons of the transfer of the Business Undertaking to the Purchaser as contemplated in this Agreement;

6.3.1.2. Subject to Closing, from the Closing Date, any employment agreement executed by the Transferring Employees with the Seller shall stand terminated and the Transferring Employees will be solely governed by the



terms of the Employment Letter set out in Clause 6.3.1.1. Further, the Transferring Employees shall stand transferred to the rolls of the Purchaser from and with effect from Closing.

6.4. **Movable Assets**

All Business Assets, wherever located on the Closing Date, shall be transferred by the Seller to the Purchaser on the Closing Date to give effect to the transfer of the Business Undertaking, by way of constructive delivery of possession, by way of executing the Delivery Note, and no further or additional act or deed shall be required to be done for this purpose by or between the Purchaser and the Seller.

7. **REPRESENTATIONS AND WARRANTIES**

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

- 7.1.1. it is validly incorporated, in existence and duly registered under the laws of India and has full power to conduct its business as conducted;
- 7.1.2. it has obtained all corporate authorisations and consents required to empower it to enter into and perform its obligations under this Agreement;
- 7.1.3. this Agreement will, when executed, constitute its valid and binding obligations; and
- 7.1.4. the entry into and performance by it of this Agreement will not: (i) breach any provision of its charter documents or equivalent constitutional documents; or (ii) result in a breach of any Applicable Law or of any order, decree of judgment of any court or any Governmental Authority.

8. **WRONG POCKETS**

- 8.1. If any Assumed Asset is not transferred to the Purchaser on the Closing Date as a result of the transactions contemplated under this Agreement on the Closing Date or in the event the Seller receives any payment or receivable with respect to any of the Assumed Assets after the Closing Date (regardless of whether such Assumed Asset has been transferred as of the Closing Date or on a later date) the Seller shall ensure that such Assumed Asset (together with any benefit or sum, net of Tax, accruing to the Seller as a result of holding such asset since the Closing Date) or such payment or receivable or an equivalent benefit with respect to such Assumed Asset, is transferred to the Purchaser as soon as practicable, and in no event later than 15 (fifteen) days after discovery of such non-transfer, and on the terms that no consideration is payable by any person for such transfer. The Parties agree that the Purchaser shall be entitled to the use and enjoyment of the Assumed Assets that may not have been transferred to the Purchaser on Closing Date, until such time that it is transferred to the Purchaser.
- 8.2. If any Excluded Asset is erroneously transferred to the Purchaser as a result of the transactions contemplated under this Agreement, the Purchaser shall ensure that such Excluded Asset (together with any benefit or sum, net of Tax, accruing to the Purchaser as a result of holding such asset since Closing Date) is handed over to the Seller as soon as reasonably practicable, and in no event later than 15 (fifteen) days after discovery of such erroneous transfer. The Parties agree that the Seller shall be entitled to the use and enjoyment of such Excluded Assets that may have been erroneously transferred to the Purchaser until such time that it is handed



back to the Seller in the same manner in which such Excluded Assets were being used by the Seller prior to the Closing Date.

- 8.3. If any Assumed Liability is erroneously retained or incurred by the Seller as a result of the transactions contemplated under this Agreement, the Seller shall ensure that such Assumed Liability (together with any ancillary liability, costs, charges or duty or sum, net of Tax, accruing to the Seller as a result of holding such liability after the Closing Date) is transferred to the Purchaser as soon as reasonably practicable and in no event later than 90 (ninety) days after discovery of such erroneous non-transfer or retention or incurrence, and the Purchaser shall indemnify the Seller of any losses suffered by the Seller on account of such non-transfer or retention or incurrence of such Assumed Liability by the Seller.
- 8.4. The Purchaser and Seller shall do all such further acts and things and shall execute such documents as may be necessary for the purpose of this Clause.

9. TERM AND TERMINATION

- 9.1. This Agreement shall come into effect on the Execution Date and shall remain valid and binding on the Parties until such time that it is terminated in accordance with Clause 9.2 below.
- 9.2. This Agreement may be terminated at any time by the mutual agreement of the Parties.

10. ASSIGNMENT

Neither Party may at any time assign any of its rights or obligations under this Agreement without the consent of the other Party. This Agreement shall inure to the benefit of and shall be binding on the Parties and their respective successors and permitted assigns.

11. COUNTERPARTS

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

12. FURTHER ASSURANCE

The Seller shall act in good faith and cooperate with the Purchaser to provide support and assistance that may be reasonably requested by the Purchaser during the implementation of the transfer of the Business Undertaking (including the Assumed Assets) to the Purchaser.

13. CONFIDENTIALITY

- 13.1. Each Party agrees and undertakes that it shall not reveal and shall use its reasonable efforts to ensure that its directors, officers, managers, employees (including those on secondment), Affiliates, financial and professional advisors and bankers (collectively, "**Representatives**") to whom Confidential Information is made available do not reveal, to any third party any Confidential Information without the prior written consent of the concerned disclosing Party. The term "**Confidential Information**" as used in this Agreement means (i) any information concerning the Party, Business, Intellectual Property, technology, trade secrets, know-how, finance, transactions or affairs of the disclosing Party or any of their respective Representatives (whether conveyed in written, oral or in any other form and whether such



information is furnished before, on or after the Closing Date); (ii) any information whatsoever concerning or relating to: (1) any dispute or claim arising out of or in connection with this Agreement; or (2) the resolution of such claim or dispute; and (iii) any information or materials prepared by or for a Party or its Representatives that contain or otherwise reflect, or are generated from, Confidential Information.

- 13.2. Each of the Parties shall ensure that their respective officers, employees, agents and representatives observe the same degree of confidentiality as regards the Confidential Information.
- 13.3. The Parties shall not make, and shall not permit any of their respective directors, employees, officers, or representatives to make, any public announcement about the subject matter of this Agreement, whether in the form of a press release or otherwise, without first consulting with each other and obtaining the other Parties' written consent. However, this Clause 13 shall not be applicable with respect to disclosures that any Party may be required to make under law or regulation pertaining to relevant stock exchanges in which shares of such Party are traded. For the avoidance of doubt, notwithstanding anything contained herein to the contrary, disclosure of Confidential Information necessary to comply with any reporting requirements of any stock exchange or such other regulatory body, is allowed, to the minimum extent required.

14. SEVERABILITY

If any provision of this Agreement is rendered void, illegal or unenforceable in any respect under Applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Should any provision of this Agreement be or become unenforceable, the Parties shall negotiate in good faith to agree upon a new provision, in substitution of the said provision, which shall as nearly as possible, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

15. NOTICES

- 15.1. All notices, demands or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by commercial courier service or relevant email address, addressed to the intended recipient thereof at its address given below or to such address or email as the Parties may, from time to time, duly notify to the others:

To the Seller:

Attention : Mr. Kennady V Kaippally, Director
Address : Plot No AC 7 to AC 11, SIDCO Industrial Estate, Thirumudivakkam,
Kanchipuram, Tamil Nadu - 600132
E-mail : Kennady@bonfiglioli.com

To the Purchaser:

Attention : Mr. Santosh Lingraj Godi, Director



Address : Featherlite – The Address, 200 Ft Radial Road, Tiruneermalai,
Tambaram, Kanchipuram, Tamil Nadu - 600044
E-mail : Santosh.Godi@bonfiglioli.com

- 15.2. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery (a) if given in person on delivery thereof to the address of the recipient with acknowledgement of receipt, or (b) if given by commercial courier service upon acknowledgement of receipt and (c) if given or made by email, upon dispatch (electronic confirmation of transmission (delivery receipt, not read receipt) is required).

16. GOVERNING LAW

The provisions of this Agreement including the validity, interpretation, implementation and resolution of disputes arising out of or in connection with this Agreement shall be governed by the laws of India without giving effect to its conflict of law principles. The courts of Chennai shall have exclusive jurisdiction over all matters arising out of this Agreement.

17. EXPENSES

Each Party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsels.

18. AMENDMENT, WAIVERS, ETC.

- 18.1. No modification or amendment of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.
- 18.2. Any waiver may only be made specifically in writing by the Party waiving the provision or right (which provision or right was meant to serve the interest of such waiving Party).

19. ENTIRE AGREEMENT

This Agreement, together with the other written agreements executed *inter-alia* between the Parties, constitutes the whole agreement between the Parties relating to the transactions contemplated in this Agreement.

[Signature pages follow]



IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

For **BONFIGLIOLI TRANSMISSIONS PRIVATE LIMITED**

Name: Kennady V Kaippally

Designation: Director

Date: 30th September 2024



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)
)

A handwritten signature in blue ink, consisting of a large loop followed by several smaller, connected strokes.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

For **BONFIGLIOLI TECHNOLOGY SPACE PRIVATE LIMITED**

Name: Santosh Lingraj Godi

Designation: Director

Date: 30th September 2024



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)
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)

A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines, positioned to the right of the vertical list of parentheses.

SCHEDULE 1

LIST OF ASSETS AND LIABILITIES TRANSFERRED

A) Fixed Assets:

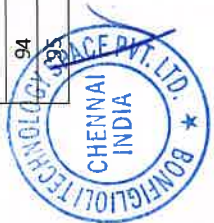
S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
1	38500012040	CONTROLLING INSTRUMENTS	Hydrotechnik Multisystem 5060
2	38560003940	CONTROLLING INSTRUMENTS	Digital Multimeter _ R&D
3	38560003950	CONTROLLING INSTRUMENTS	Digital Tacho Meter _ R&D
4	38560003960	CONTROLLING INSTRUMENTS	Digital Indicator Plunger 1 mm X Lc - 0.001 mm _ R
5	38560003970	CONTROLLING INSTRUMENTS	Dial Indicator Plunger 1 mm X Lc - 0.001 mm _ R&D
6	38560003990	CONTROLLING INSTRUMENTS	Digital Vernier Caliper 0 - 300 mm _ R&D
7	38560004000	CONTROLLING INSTRUMENTS	Depth Vernier (0-300mm With Extension Base - 320mm)
8	38560014740	CONTROLLING INSTRUMENTS	FLUKE-NORMA 6003+ Electrical Power Analy
9	38560018800	CONTROLLING INSTRUMENTS	Digital microscope
10	38560019730	CONTROLLING INSTRUMENTS	Hydraulic flowmeter - 300LPM
11	38560019740	CONTROLLING INSTRUMENTS	Vibration analyzer
12	38560019771	CONTROLLING INSTRUMENTS	50g Cera shear Triaxial acc.mtr _ IEPE O/P
13	38560019772	CONTROLLING INSTRUMENTS	Triaxial IEPE acc.mtr O/P cable length5m
14	38560019773	CONTROLLING INSTRUMENTS	Mounting base (Magnetic)
15	38560019774	CONTROLLING INSTRUMENTS	Magnetic mounting base 1 /4-28 fem
16	38560019775	CONTROLLING INSTRUMENTS	Mounting base (ground isolated)
17	38560019861	CONTROLLING INSTRUMENTS	50g Cera shear Triaxial acc.mtr _ IEPE O/P
18	38560019862	CONTROLLING INSTRUMENTS	Triaxial IEPE acc.mtr O/P cable length5m
19	38560019863	CONTROLLING INSTRUMENTS	Mounting base (Magnetic)
20	38560019864	CONTROLLING INSTRUMENTS	Magnetic mounting base 1 /4-28 fem
21	38560019865	CONTROLLING INSTRUMENTS	Mounting base (ground isolated)
22	38560018570	CONTROLLING INSTRUMENTS	TRACK DRIVE TEST FIXTURE ASSEMBLY
23	38560018571	CONTROLLING INSTRUMENTS	Floating frame
24	38560018572	CONTROLLING INSTRUMENTS	710C3K JCB GB connecting flange
25	38560018573	CONTROLLING INSTRUMENTS	Radial load hydraulic cylinder
26	38560018574	CONTROLLING INSTRUMENTS	Radial and axial load manifold
27	38560018575	CONTROLLING INSTRUMENTS	Check valve manifold



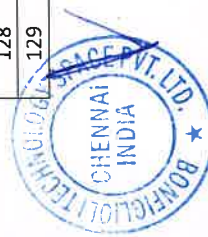
S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
28	38560018576	CONTROLLING INSTRUMENTS	Shuttle valve manifold
29	38560018577	CONTROLLING INSTRUMENTS	Speed encoder
30	38560018578	CONTROLLING INSTRUMENTS	Flow control manifold
31	38560018579	CONTROLLING INSTRUMENTS	Pressure Reducing manifold
32	385600185710	CONTROLLING INSTRUMENTS	Hydraulic power unit for cylinder
33	43100006360	HARDWARE	Dell Precision Tower 7810
34	43100006400	HARDWARE	Dell Workstation 7810A
35	43100006410	HARDWARE	Dell Workstation 7810A
36	43100006420	HARDWARE	Dell Workstation 7810A
37	43100006430	HARDWARE	Lenovo P51 Mobile Workstation
38	43100006590	HARDWARE	Dell P2717 27" Monitor
39	43100006600	HARDWARE	Dell P2717 27" Monitor
40	43100006610	HARDWARE	Dell P2717 27" Monitor
41	43100006620	HARDWARE	Dell P2717 27" Monitor
42	43100006630	HARDWARE	Dell P2717 27" Monitor
43	43100006640	HARDWARE	Dell P2717 27" Monitor
44	43100006650	HARDWARE	Dell P2717 27" Monitor
45	43100006660	HARDWARE	Dell P2717 27" Monitor
46	43100006690	HARDWARE	Lenovo- Think Station P520 C Tower
47	43100006700	HARDWARE	Lenovo- Think Station P520 C Tower
48	43100006710	HARDWARE	Lenovo- Think Station P520 C Tower- FEA model
49	43100006720	HARDWARE	Think Vision 27 " FHD IPS Monitor
50	43100006730	HARDWARE	Think Vision 27 " FHD IPS Monitor
51	43100006740	HARDWARE	Think Vision 27 " FHD IPS Monitor
52	43100007000	HARDWARE	Lenovo Think Station P520 C Tower
53	43100007010	HARDWARE	Lenovo Think Station P520 C Tower
54	43100007020	HARDWARE	Lenovo Think Station P520 C Tower
55	43100007030	HARDWARE	Think Vision 27" FHD IPS Monitor
56	43100007040	HARDWARE	Think Vision 27" FHD IPS Monitor
57	43100007050	HARDWARE	Think Vision 27" FHD IPS Monitor
58	43150002060	HARDWARE	Dell Work Station 5810
59	43150002070	HARDWARE	Dell Work Station 5810
60	43150002230	HARDWARE	Dell workstation 5820
61	43150002330	HARDWARE	Lenovo- Think Station P520 C Tower



S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
62	43150002340	HARDWARE	Lenovo - Think Vision 27 " FHD IPS Monitor
63	43160000210	HARDWARE	Lenovo Think station P520 C Tower
64	43160000270	HARDWARE	Think Vision 27 " FHD IPS Monitor
65	43160001230	HARDWARE	System Monitor
66	43160001240	HARDWARE	System Monitor
67	43160001250	HARDWARE	System Monitor
68	43160001610	HARDWARE	Monitor - HP 27FWA 27" LED
69	43160001620	HARDWARE	Monitor - HP 27FWA 27" LED
70	43160001630	HARDWARE	Monitor - HP 27FWA 27" LED
71	43160001640	HARDWARE	Monitor - HP 27FWA 27" LED
72	43160001650	HARDWARE	Monitor - HP 27FWA 27" LED
73	43160001660	HARDWARE	Monitor - HP 27FWA 27" LED
74	43160001670	HARDWARE	Monitor - HP 27FWA 27" LED
75	43160001980	HARDWARE	Logitech MX MASTER 3 Wireless mouse
76	43160001990	HARDWARE	Logitech ERGOM575TRACKBALL Wirelessmouse
77	43160002000	HARDWARE	Dell EMC Storage Unity 480
78	43160002001	HARDWARE	Dell EMC Unity ProSupport&4Hr Mission
79	43160002002	HARDWARE	Veeam Backup&Replication Subscription5Yr
80	43160002020	HARDWARE	Lenovo 32" monitor
81	43160002030	HARDWARE	Lenovo 32" monitor
82	43160002130	HARDWARE	Apple MacBook
83	43160003400	HARDWARE	Mobile Workstation : ThinkPad P16 Ge1
84	43160003410	HARDWARE	Mobile Workstation : ThinkPad P16 Ge1
85	43160003420	HARDWARE	Mobile Workstation : ThinkPad P16 Ge1
86	43160003430	HARDWARE	Mobile Workstation : ThinkPad P16 Ge1
87	43160003440	HARDWARE	Mobile Workstation : ThinkPad P16 Ge1
88	43160003450	HARDWARE	Mobile Workstation : ThinkPad P16 Ge1
89	43160003460	HARDWARE	Mobile Workstation : ThinkPad P16 Ge1
90	43160003470	HARDWARE	Mobile Workstation : ThinkPad P16 Ge1
91	43160003490	HARDWARE	Interactive Display
92	43160005720	HARDWARE	Think Vision Monitor T32H-20
93	43160005730	HARDWARE	Think Vision Monitor T32H-20
94	43160005740	HARDWARE	Think Vision Monitor T32H-20
	43160005750	HARDWARE	Think Vision Monitor T32H-20



S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
96	43160005760	HARDWARE	Think Vision Monitor T32H-20
97	43160005770	HARDWARE	Think Vision Monitor T32H-20
98	43160005780	HARDWARE	Think Vision Monitor T32H-20
99	43160005790	HARDWARE	Think Vision Monitor T32H-20
100	43160005800	HARDWARE	Think Vision Monitor T32H-20
101	43160005810	HARDWARE	Think Vision Monitor T32H-20
102	43160005820	HARDWARE	Think Vision Monitor T32H-20
103	43160005830	HARDWARE	Think Vision Monitor T32H-20
104	43160005840	HARDWARE	Think Vision Monitor T32H-20
105	43160005850	HARDWARE	Think Vision Monitor T32H-20
106	43160005860	HARDWARE	Think Vision Monitor T32H-20
107	43160005870	HARDWARE	Think Vision Monitor T32H-20
108	43160005880	HARDWARE	Think Vision Monitor T32H-20
109	43160005890	HARDWARE	Think Vision Monitor T32H-20
110	43160006120	HARDWARE	Dell Mobile Workstation
111	43160006170	HARDWARE	Mobile Work Station
112	43160006180	HARDWARE	Mobile Work Station
113	43160006190	HARDWARE	Mobile Work Station
114	43160006200	HARDWARE	Mobile Work Station
115	43160006210	HARDWARE	Mobile Work Station
116	43160006220	HARDWARE	Mobile Work Station
117	43160006230	HARDWARE	Mobile Work Station
118	43160006240	HARDWARE	Mobile Work Station
119	43160006250	HARDWARE	Mobile Work Station
120	43160006260	HARDWARE	Mobile Work Station
121	43160006270	HARDWARE	Mobile Work Station
122	43160006280	HARDWARE	Mobile Work Station
123	43160006290	HARDWARE	Mobile Work Station
124	43160006300	HARDWARE	Mobile Work Station
125	43160006310	HARDWARE	Mobile Work Station
126	43160006320	HARDWARE	Mobile Work Station
127	43160006330	HARDWARE	Mobile Work Station
128	43160006340	HARDWARE	Mobile Work Station
129	43160006350	HARDWARE	Mobile Work Station



S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
130	43160006360	HARDWARE	Mobile Work Station
131	43160006370	HARDWARE	Mobile Work Station
132	43160006380	HARDWARE	Mobile Work Station
133	43160006390	HARDWARE	Mobile Work Station
134	43160006400	HARDWARE	Mobile Work Station
135	43160006500	HARDWARE	Think Vision Monitor T32H-20
136	43160006510	HARDWARE	Think Vision Monitor T32H-20
137	43160006520	HARDWARE	Think Vision Monitor T32H-20
138	43160006530	HARDWARE	Think Vision Monitor T32H-20
139	43160006540	HARDWARE	Think Vision Monitor T32H-20
140	43160006550	HARDWARE	Think Vision Monitor T32H-20
141	43160006560	HARDWARE	Think Vision Monitor T32H-20
142	43160006570	HARDWARE	Think Vision Monitor T32H-20
143	43160006580	HARDWARE	Think Vision Monitor T32H-20
144	43160006590	HARDWARE	Think Vision Monitor T32H-20
145	43160006600	HARDWARE	Think Vision Monitor T32H-20
146	43160006610	HARDWARE	Think Vision Monitor T32H-20
147	43160006620	HARDWARE	Think Vision Monitor T32H-20
148	43160006630	HARDWARE	Think Vision Monitor T32H-20
149	43160006640	HARDWARE	Think Vision Monitor T32H-20
150	43160006650	HARDWARE	Think Vision Monitor T32H-20
151	43160006660	HARDWARE	Think Vision Monitor T32H-20
152	43160006670	HARDWARE	Think Vision Monitor T32H-20
153	43160006680	HARDWARE	Think Vision Monitor T32H-20
154	43160006690	HARDWARE	Think Vision Monitor T32H-20
155	43160006700	HARDWARE	Think Vision Monitor T32H-30
156	43160006860	HARDWARE	Think Vision Monitor T32H-30
157	43160006870	HARDWARE	Think Vision Monitor T32H-30
158	43160006880	HARDWARE	Think Vision Monitor T32H-30
159	43160006890	HARDWARE	Think Vision Monitor T32H-30
160	43160006900	HARDWARE	Think Vision Monitor T32H-30
161	43160006910	HARDWARE	Think Vision Monitor T32H-30
162	43160006920	HARDWARE	Think Vision Monitor T32H-30
163	43160006930	HARDWARE	Think Vision Monitor T32H-30





S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
164	43160006940	HARDWARE	Think Vision Monitor T32H-30
165	43160006950	HARDWARE	Think Vision Monitor T32H-30
166	43160006960	HARDWARE	Think Vision Monitor T32H-30
167	43160006970	HARDWARE	Think Vision Monitor T32H-30
168	43160006980	HARDWARE	Think Vision Monitor T32H-30
169	43160006990	HARDWARE	Think Vision Monitor T32H-30
170	43160007000	HARDWARE	Think Vision Monitor T32H-30
171	43160007010	HARDWARE	Think Vision Monitor T32H-30
172	43160007020	HARDWARE	Think Vision Monitor T32H-30
173	43160007030	HARDWARE	Think Vision Monitor T32H-30
174	43160007040	HARDWARE	Think Vision Monitor T32H-30
175	43160007050	HARDWARE	Think Vision Monitor T32H-30
176	43160007060	HARDWARE	ThinkPad T16 Gen2 Laptop
177	43160007070	HARDWARE	ThinkPad T16 Gen2 Laptop
178	43160007080	HARDWARE	ThinkPad T16 Gen2 Laptop
179	43160007090	HARDWARE	ThinkPad T16 Gen2 Laptop
180	43160007100	HARDWARE	ThinkPad T16 Gen2 Laptop
181	43160007110	HARDWARE	ThinkPad T16 Gen2 Laptop
182	43160007120	HARDWARE	ThinkPad T16 Gen2 Laptop
183	43160007130	HARDWARE	ThinkPad T16 Gen2 Laptop
184	43160007140	HARDWARE	ThinkPad T16 Gen2 Laptop
185	43160007150	HARDWARE	ThinkPad T16 Gen2 Laptop
186	43160007160	HARDWARE	ThinkPad T16 Gen2 Laptop
187	43160007170	HARDWARE	ThinkPad T16 Gen2 Laptop
188	43160007180	HARDWARE	ThinkPad T16 Gen2 Laptop
189	43160007190	HARDWARE	ThinkPad T16 Gen2 Laptop
190	43160007200	HARDWARE	ThinkPad T16 Gen2 Laptop
191	43160007210	HARDWARE	ThinkPad T16 Gen2 Laptop
192	43160007220	HARDWARE	ThinkPad T16 Gen2 Laptop
193	43160007230	HARDWARE	ThinkPad T16 Gen2 Laptop
194	43160007240	HARDWARE	ThinkPad T16 Gen2 Laptop
195	43160007250	HARDWARE	ThinkPad T16 Gen2 Laptop
196	43160007670	HARDWARE	Lenovo P15v
197	43160007680	HARDWARE	Lenovo T14 G4



S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
198	43160007690	HARDWARE	Lenovo T14 G4
199	43160007700	HARDWARE	Lenovo T14 G4
200	43160007710	HARDWARE	Lenovo T14 G4
201	43160007720	HARDWARE	Lenovo T14 G4
202	43160007730	HARDWARE	Lenovo T14 G4
203	43160007740	HARDWARE	Lenovo T14 G4
204	43160007750	HARDWARE	Lenovo T14 G4
205	43160007760	HARDWARE	Lenovo T14 G4
206	43160007770	HARDWARE	Lenovo P16s G2
207	43160007780	HARDWARE	Lenovo P16s G2
208	43160007790	HARDWARE	Lenovo X1 Carbon
209	43160007930	HARDWARE	Laptop:Lenovo E14 Gen4
210	43160007940	HARDWARE	Laptop
211	43160008070	HARDWARE	Meraki MS225 24 P Switch
212	43160008080	HARDWARE	Meraki MX84 security appliance
213	43160008090	HARDWARE	MR46-HW Meraki MR46 Wi-Fi 6 Indoor AP
214	43160007950	HARDWARE	Laptop:Lenovo E14 Gen4
215	43160007960	HARDWARE	Laptop:Lenovo E14 Gen4
216	43160007970	HARDWARE	Apple MacBook
217	43160007980	HARDWARE	Lenovo T14
218	43160007990	HARDWARE	Lenovo T14
219	43160008000	HARDWARE	Lenovo T14
220	43160008010	HARDWARE	Lenovo T14
221	43160008020	HARDWARE	Lenovo T14
222	43160008030	HARDWARE	Lenovo T14
223	43160008040	HARDWARE	Lenovo T14
224	43160008050	HARDWARE	Lenovo T14
225	43160008060	HARDWARE	Lenovo T14
226	43160008100	HARDWARE	Dell Precision Tower 7810
227	43160008110	HARDWARE	Dell Precision Tower 7810
228	43160008120	HARDWARE	Dell Precision Tower 7810
229	38060005610	INDUSTRIAL FIXTURES	Base frame fixture for 2nd test bench
230	38060006640	INDUSTRIAL FIXTURES	Sound level meter
231	38060006670	INDUSTRIAL FIXTURES	Laser distance meter



S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
232	38060009240	INDUSTRIAL FIXTURES	IEC132 Housing A2FM28
233	38060009250	INDUSTRIAL FIXTURES	IEC132 Coupling A2FM28
234	38060009260	INDUSTRIAL FIXTURES	IEC132 Housing A2FM16
235	38060009270	INDUSTRIAL FIXTURES	IEC132 Coupling A2FM16
236	38060009280	INDUSTRIAL FIXTURES	IEC132 Housing A2FM45
237	38060009290	INDUSTRIAL FIXTURES	IEC132 Coupling A2FM45
238	38060009310	INDUSTRIAL FIXTURES	IEC 132 1:1 Coupler Housing
239	38060009320	INDUSTRIAL FIXTURES	Housing A6VE55
240	38060009330	INDUSTRIAL FIXTURES	Coupling A6VE55
241	38060009610	INDUSTRIAL FIXTURES	Torque sensor Housing 2000Nm
242	38060010990	INDUSTRIAL FIXTURES	AS100 Test fixture assembly
243	38060010991	INDUSTRIAL FIXTURES	714T coupling_AS100 Test Fixt Assy
244	38060010992	INDUSTRIAL FIXTURES	IEC225 M5X130 coupling_AS100 Test Assy
245	38060010993	INDUSTRIAL FIXTURES	IEC 225 1:1 coupling_AS100 Test Assy
246	38060010994	INDUSTRIAL FIXTURES	714T Connecting flange_AS100 Test Assy
247	38060010995	INDUSTRIAL FIXTURES	AS100 Connecting flange_AS100 Test Assy
248	38060010996	INDUSTRIAL FIXTURES	IEC225 M5X130 Housing_AS100 Test Assy
249	38060010997	INDUSTRIAL FIXTURES	IEC 225 1:1 Housing_AS100 Test Assy
250	38060011001	INDUSTRIAL FIXTURES	Idler pin_Vestas 709T Test fixture Assy
251	38060011002	INDUSTRIAL FIXTURES	Sleeve_Vestas 709T Test fixture Assy
252	38060011003	INDUSTRIAL FIXTURES	Top plate_Vestas 709T Test fixture Assy
253	38060011004	INDUSTRIAL FIXTURES	Flange IEC100 B14_Vestas Test fixt Assy
254	38060011005	INDUSTRIAL FIXTURES	Flange A2FM28_Vestas Test fixt Assy
255	38060011006	INDUSTRIAL FIXTURES	Housing A6VE28_Vestas Test fixt Assy
256	38060011007	INDUSTRIAL FIXTURES	Coupling A6VE28_Vestas Test fixt Assy
257	38060011011	INDUSTRIAL FIXTURES	Mounting frame_AS25 Test fixture assy
258	38060011012	INDUSTRIAL FIXTURES	Gearbox coupling_AS25 Test fixture assy
259	38060011013	INDUSTRIAL FIXTURES	Gearbox flange_AS25 Test fixture assy
260	38060011014	INDUSTRIAL FIXTURES	Coupling M5X130_AS25 Test fixture assy
261	38060011015	INDUSTRIAL FIXTURES	Flange M5X130_AS25 Test fixture assy
262	38060011071	INDUSTRIAL FIXTURES	Mounting Frame
263	38060011072	INDUSTRIAL FIXTURES	Support Frame
264	38060011073	INDUSTRIAL FIXTURES	Output Coupling
265	38060011074	INDUSTRIAL FIXTURES	Servomotor Housing





S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
266	38060011075	INDUSTRIAL FIXTURES	Servo Motor Coupling
267	38060011076	INDUSTRIAL FIXTURES	A2FM10 IEC100 Coupling
268	38060011077	INDUSTRIAL FIXTURES	A2FM10 IEC100 Housing
269	38060011078	INDUSTRIAL FIXTURES	Servo Housing Sensor Mount
270	38060011079	INDUSTRIAL FIXTURES	Servo Coupling Sensor Mount
271	38060011160	INDUSTRIAL FIXTURES	JCB 709T Fixture Assembly
272	38060011910	INDUSTRIAL FIXTURES	JCB 710C3K mounting flange
273	38060012230	INDUSTRIAL FIXTURES	710C sprocket assembly fixture
274	38060013510	INDUSTRIAL FIXTURES	Floating frame support
275	38060013930	INDUSTRIAL FIXTURES	JCB 710C2 Gearbox mounting frame
276	38060016401	INDUSTRIAL FIXTURES	Sensor Housing_AS25 Test fixture
277	38060016402	INDUSTRIAL FIXTURES	Gearbox coupling_AS25 Test fixture
278	38060016403	INDUSTRIAL FIXTURES	Sensor flange_AS25 Test fixture
279	38060016404	INDUSTRIAL FIXTURES	Motor Coupling M5X130_AS25 Test fixture
280	38060017750	INDUSTRIAL FIXTURES	710C_1:1 Coupling
281	43560000190	MOTOR VEHICLES	MOTOR CAR- Skoda Octavia L & K
282	43000005540	OFFICE EQUIPMENT	Home theatre audio speaker Philips
283	43060000390	OFFICE EQUIPMENT	Canon C3520 Printer with Stabilizer & Pedestal
284	43060001710	OFFICE EQUIPMENT	TV for Phase 3 - 2nd floor
285	43060002020	OFFICE EQUIPMENT	Mi LED TV 4 PRO
286	43060002930	OFFICE EQUIPMENT	Camera_R&D
287	43060003330	OFFICE EQUIPMENT	MONITORS- D&P
288	43060003340	OFFICE EQUIPMENT	MONITORS- D&P
289	43060003350	OFFICE EQUIPMENT	MONITORS- D&P
290	43060003360	OFFICE EQUIPMENT	MONITORS- D&P
291	43060003370	OFFICE EQUIPMENT	MONITORS- D&P
292	43060003380	OFFICE EQUIPMENT	MONITORS- D&P
293	43060003390	OFFICE EQUIPMENT	MONITORS- M&W
294	43060003410	OFFICE EQUIPMENT	MONITORS- M&W- CARRY OVER
295	43060003420	OFFICE EQUIPMENT	MONITORS- M&W- CARRY OVER
296	43060003430	OFFICE EQUIPMENT	MONITORS- M&W- CARRY OVER
297	43060003440	OFFICE EQUIPMENT	MONITORS- O&K
298	43060003450	OFFICE EQUIPMENT	MONITORS- D&P
299	43060003460	OFFICE EQUIPMENT	MONITORS- D&P



S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
300	43060003480	OFFICE EQUIPMENT	Samsung S32AM500 32" Flat monitor
301	43060003490	OFFICE EQUIPMENT	Samsung S32AM500 32" Flat monitor
302	43060003500	OFFICE EQUIPMENT	Samsung S32AM500 32" Flat monitor
303	43060003580	OFFICE EQUIPMENT	Color Laser Jet Printer
304	43060003590	OFFICE EQUIPMENT	Thermal imaging Camera-R&D Test Bench
305	43060003610	OFFICE EQUIPMENT	Telescopic Magnet-R&D Test Bench
306	43060004090	OFFICE EQUIPMENT	Samsung S60A (27 Inch) Monitor
307	43060004100	OFFICE EQUIPMENT	Samsung S60A (27 Inch) Monitor
308	43060004260	OFFICE EQUIPMENT	DELL 27 Inch Monitor for BPS Team
309	43060004610	OFFICE EQUIPMENT	Mini – Refrigerator for R&D
310	43060006560	OFFICE EQUIPMENT	POLY STUDIO X50 & TC8_Ph4 Conf Room
311	43060006570	OFFICE EQUIPMENT	Lenovo Think Vision T32h-30 31.5 Monitor
312	43060006580	OFFICE EQUIPMENT	Canon IR ADV - C3520 MFP PRINTER
313	16000000040	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	TeamCentre New License
314	16000000050	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	Teamcenter License Siemens
315	16000000090	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	Unigraphics NX & Teamcenter software
316	16000000130	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	Design software NX Mach 1 (Floating) NX11110
317	16000000140	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	Design software NX Mach 1 (Floating) NX11110
318	16000000150	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	Teamcentre Author software TC10101
319	16000000190	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mach 1 Design (Floating) NX11110
320	16000000200	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mach 1 Design (Floating) NX11110
321	16000000250	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mach 1 Design (Floating) NX11110
322	16000000270	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mach1 design (Floating) Software for Design
323	16000000280	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mach1 design (Floating) Software for Design
324	16000000350	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)
325	16000000360	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)
326	16000000370	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)
327	16000000380	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)
328	16000000440	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)
329	16000000450	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)
330	16000000460	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)
331	16000000470	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)
332	16000000480	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)
333	16000000500	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mech 1 Design (Floating)



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S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
334	16000000510	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mech 1 Design (Floating)
335	16000000520	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mech 1 Design (Floating)
336	16000000530	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mech 1 Design (Floating)
337	16050000020	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX and Team center software License
338	16050000030	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	Teamcenter License Siemens
339	16050000050	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	Siemens NX license
340	16050000060	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	Design software NX Mach 1
341	16050000080	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	Design software: Siemens NX Mach Design Floating
342	16050000100	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach1 License for Design Dept - Mannur
343	16050000110	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach1 License for Design Dept - Mannur
344	16050000120	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mech 1 Design (Floating)
345	16060000140	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
346	16060000150	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
347	16060000160	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
348	16060000170	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX13100-NX Mach 3 Product Design - Software
349	16060000180	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
350	16060000190	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
351	16060000200	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
352	16060000210	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
353	16060000260	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
354	16060000270	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
355	16060000280	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
356	16060000290	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
357	16060000300	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)- Software
358	16060000440	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 1 Design (Floating)
359	16060000450	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 2 Design (Floating)
360	16060000460	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 3 Design (Floating)
361	16060000470	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 4 Design (Floating)
362	16060000480	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 5 Design (Floating)
363	16060000490	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 6 Design (Floating)
364	16060000500	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 7 Design (Floating)
365	16060000510	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	NX Mach 8 Design (Floating)
366	16060000530	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	Simcenter 3D value License Pack SC10100
367	16060000540	RIGHTS TO USE INTELLECTUAL PROF. (TIME LIMITED)	Simcenter 3D value License Pack SC10050



S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
368	16060000541	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	Simcenter 3D value License Pack SC10050
369	16060000560	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	Simcenter 3D Structures SC13500
370	16060000570	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mach 1 Design (Floating)
371	16060000580	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	NX Mach 3 Product Design
372	16060000660	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	Report Pack Pro
373	16060000670	RIGHTS TO USE INTELLECTUAL PROP. (TIME LIMITED)	Audit Pack Pro
374	37000013740	SPECIFIC PLANTS	NX mach 1 design(floating)(NX111110)
375	37000013750	SPECIFIC PLANTS	Teamcenter Author(TC10101)
376	37000013760	SPECIFIC PLANTS	Teamcenter Consumer(TC10102)
377	37000013770	SPECIFIC PLANTS	Classification Author(TC30401)
378	37000013780	SPECIFIC PLANTS	Classification Access(TC30402)
379	37000013790	SPECIFIC PLANTS	Product configuration Author(TC30701)
380	37000013800	SPECIFIC PLANTS	Product configuration Access(TC30702)
381	37000013810	SPECIFIC PLANTS	Teamcenter gateway for SAP(TC10315)
382	37060000160	SPECIFIC PLANTS	Oil circulation system - Mud test bench
383	370600003070	SPECIFIC PLANTS	3T Crane with Hoist & Structure_endurance test rig
384	370600003080	SPECIFIC PLANTS	power pack_endurance test rig
385	370600003090	SPECIFIC PLANTS	Base Frame_endurance test rig
386	370600003100	SPECIFIC PLANTS	Hydro Motors A2FM16/61W-VBB030_endurance test rig
387	370600003110	SPECIFIC PLANTS	Motor Pump A6VE55EP2_endurance test rig
388	370600003120	SPECIFIC PLANTS	Hydro Motor A2FM45/61W-VAB010_endurance test rig
389	370600003320	SPECIFIC PLANTS	Motor - Pump For Loading A6VE28EP2/63W-VAL0200PB
390	370600003330	SPECIFIC PLANTS	Hydro Motors For Loading A2FM10/61W-VZB040
391	370600003340	SPECIFIC PLANTS	Hydro Motors For Loading A2FM28/61W-VBB010
392	370600003640	SPECIFIC PLANTS	Grease Pump_R&D Test bench
393	370600004400	SPECIFIC PLANTS	Electrical & Pneumatic work_endurance test rig
394	370600006490	SPECIFIC PLANTS	Control Manifold Assembly for 2nd test bench
395	370600008120	SPECIFIC PLANTS	Endurance test bench III
396	370600008121	SPECIFIC PLANTS	Pump-Motor, base frame and manifold unit
397	370600008122	SPECIFIC PLANTS	Hydraulic high pressure pipe
398	370600008123	SPECIFIC PLANTS	Accumulator manifold unit
399	370600008124	SPECIFIC PLANTS	Needle valve manifold unit
400	370600008125	SPECIFIC PLANTS	Brake release manifold unit
401	370600008126	SPECIFIC PLANTS	Regeneration and control manifold unit



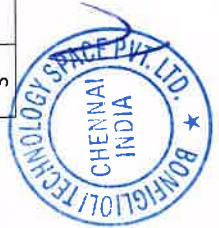
S NO	ASSET CODE	ASSET CLASS DESCRIPTION	ASSET DESCRIPTION
402	37060008127	SPECIFIC PLANTS	Electrical power and control panel unit
403	370600009900	SPECIFIC PLANTS	Chiller for R&D Test Bench
404	370600009901	SPECIFIC PLANTS	Plate Heat Exchanger
405	370600009902	SPECIFIC PLANTS	Motor-Pump mounting frame
406	370600009903	SPECIFIC PLANTS	15HP Motor - 45V pump unit
407	370600009904	SPECIFIC PLANTS	Pressure relief manifold
408	400600005280	TOOLS	Vertical Fixture_endurance test rig
409	400600005910	TOOLS	Tools & accessories for R&D Test bench
410	400600005920	TOOLS	Ttb7 Tools Trolley for R&D Test bench
411	400600005930	TOOLS	Magnetic Dial Stand_R&D
412	400600005940	TOOLS	10 Ton Hydraulic Puller_R&D
413	400600005950	TOOLS	50 Ton Hydraulic Puller_R&D
414	400600006350	TOOLS	Tools & accessories for R&D Test bench
415	400600006830	TOOLS	Digital Torque Wrench - Below 200 Nm_R&D Test ben
416	400600006840	TOOLS	Digital Torque Wrench - Below 800 Nm_R&D Test ben
417	400600006850	TOOLS	Dial Torque Wrench - Below 1400 Nm_R&D Test bench
418	400600008920	TOOLS	Pneumatic Impact Wrench 150 – 400 Nm.
419	400600008930	TOOLS	Pneumatic Impact Wrench 300 – 1450 Nm.
420	400600008940	TOOLS	Pneumatic Ratchet Wrench 25 – 80 Nm.
421	385000009790	CONTROLLING INSTRUMENTS	Hydrotechnik Multisystem 5060

B) Other Assets:

S NO	ASSET TYPE	DESCRIPTION
1	Capital Work-in-Progress	Capital Working-in-Progress relating to assets at Featherlite office premises
2	Prepaid expenses	Prepaid Insurance & Software AMC charges
3	Advances paid to employees	Travel Advance paid to employees

C) Liabilities:

S NO	DESCRIPTION
1	Liabilities for employees towards Variable pay and retention
2	Liabilities for employees towards Gratuity
3	Liabilities for employees towards Leave Encashment



SCHEDULE 2

FORM OF DELIVERY NOTE

[On the letterhead of the Seller]

30th September 2024

To,

BONFIGLIOLI TECHNOLOGY SPACE PRIVATE LIMITED

Featherlite – The Address, 200 Ft Radial Road,
Tiruneermalai, Tambaram,
Kanchipuram, Tamil Nadu – 600044.

Attention: Mr. Santosh Lingraj Godi

Dear Sir,

RE: Delivery Note under the Business Transfer Agreement dated 30th September 2024, executed between Bonfiglioli Transmissions Private Limited and Bonfiglioli Technology Space Private Limited (the "BTA").

We refer to the BTA. This letter is being issued pursuant to Clause 5.2.1.1 of the BTA. All capitalised terms used in this letter and not defined here shall have the meanings referred to them under the BTA.

In accordance with the terms of the BTA, we, the Seller has delivered and handed over to the Purchaser, possession of all the Business Assets that are moveable in nature by constructive delivery. All such Business Assets are accompanied by the relevant documents including purchase orders, invoices, delivery and possession receipts and any other records pertaining to such Business Assets, which are in the possession of the Seller as on the date hereof.

Further, in accordance with the terms of the BTA, we, the Seller has delivered and handed over to the Purchaser, possession of all books and records pertaining to the Relevant Business in the possession of the Seller by constructive delivery.

By this delivery note, the Purchaser accepts, confirms and acknowledges that it has received from the Seller, the possession and delivery of all the Business Assets (as defined under the BTA) and all books and records pertaining to the Relevant Business, in accordance with the terms and conditions of the BTA.

For and on behalf of **Bonfiglioli Transmissions Private Limited**

Authorised Signatory

Date: 30th September 2024

Place: Chennai



We acknowledge and confirm.

For and on behalf of **Bonfiglioli Technology Space Private Limited**

Authorised Signatory

Date: 30th September 2024

Place: Chennai



SCHEDULE 3
LIST OF EMPLOYEES

S No	EMPLOYEE CODE	FULL NAME	DATE OF JOINING	DESIGNATION	DEPARTMENT
1	408	A Mathialagan	06/08/2007	Manager-Design	IDC
2	617	Santosh L Godi	01/08/2011	Vice President - IDC	IDC
3	628	Ramarao Bonu	19/09/2011	Deputy Manager-Design	IDC
4	714	R.Thangaraj	13/09/2012	Assistant General Manager-Design	IDC
5	718	T.R.Srinivasan	17/09/2012	Senior Manager-Design	IDC
6	732	J.Praveen Ragavendran	04/03/2013	Manager-Design	IDC
7	736	Anandh Gunasekaran	26/03/2013	Deputy Manager-Design	IDC
8	772	Ashish Ranjan Behera	11/11/2013	Senior Manager-Design	IDC
9	797	R.Praveen	19/06/2014	Deputy Manager-Design	IDC
10	823	T.Thirumoorathi	21/11/2014	Senior Manager-Design	IDC
11	889	Aniruddha Bhowmik	09/03/2016	Assistant General Manager-Design	IDC
12	927	M. Gokulkumar	17/10/2016	Deputy Manager-Design	IDC
13	936	Harikrishnan R	05/12/2016	Deputy Manager-Design	IDC
14	2007	Sivaraj . S	13/11/2017	Deputy Manager-Design	IDC
15	2092	Karthik P	11/02/2019	Deputy Manager-Design	IDC
16	2126	Sarath Kumar B	07/06/2019	Assistant Manager-Projects	IDC
17	2149	Swaminathan R	13/09/2019	Deputy Manager-Design	IDC
18	2163	Maheshkumar C	04/12/2019	Manager-Design	IDC
19	2170	Yesu Raja.	17/02/2020	Junior Engineer-Design	IDC
20	2189	Krishna Prabu P	01/09/2020	Senior Engineer-Design	IDC
21	2206	Nimal T	01/12/2020	Assistant Manager-Design	IDC
22	2237	Arunagiri S	14/06/2021	Engineer-Design	IDC
23	2240	Pramod V	14/06/2021	Senior Engineer-Design	IDC
24	2242	Dooland Praveen L	21/06/2021	Senior Engineer-Design	IDC
25	2243	Kowshik N	23/06/2021	Engineer-Design	IDC
26	2247	Balaji R	16/07/2021	Assistant Manager-Design	IDC
27	2250	Elango E	26/07/2021	Senior Engineer-Design	IDC



S No	EMPLOYEE CODE	FULL NAME	DATE OF JOINING	DESIGNATION	DEPARTMENT
28	2277	Pranav Murali	03/01/2022	Engineer-Design	IDC
29	2280	Srinidhi K V	24/01/2022	Senior Engineer-Design	IDC
30	2281	Shrivignesh.G	24/01/2022	Senior Engineer-Design	IDC
31	2290	Raja Pattabiraman	02/03/2022	Senior Engineer-Design	IDC
32	2326	Sai Prabhu	25/05/2022	Deputy Manager-Design	IDC
33	2327	Swaminathan T	25/05/2022	Deputy Manager-Design	IDC
34	2333	Gokulakrishnan V	02/06/2022	Engineer-Design	IDC
35	2339	Lokesh U	02/06/2022	Engineer-Design	IDC
36	2340	Manibalan S	02/06/2022	Engineer-Design	IDC
37	2343	Plakeel Kurian John	02/06/2022	Engineer-Design	IDC
38	2344	Praveen Kannan A	02/06/2022	Engineer-Design	IDC
39	2345	Ranjith S	02/06/2022	Engineer-Design	IDC
40	2352	Sivakumar R	10/06/2022	Manager-Electric Motor	IDC
41	2356	H Mohammed Javed	13/06/2022	Senior Engineer-Design	IDC
42	2357	Santosh Kumar V	13/06/2022	Engineer-Design	IDC
43	2358	Jeyanth Karthick Charan T	20/06/2022	Engineer-Design	IDC
44	2363	Abishek R	02/07/2022	Engineer-Design	IDC
45	2365	Vignesh K S	02/07/2022	Senior Engineer-FEA	IDC
46	2374	Thukilan A	02/09/2022	Engineer-Design	IDC
47	2393	Charles Rajendran	26/10/2022	Senior Engineer-Design	IDC
48	2402	Manikandan K	06/12/2022	Engineer-Design	IDC
49	2432	J John Prakash	03/04/2023	Senior Engineer-Design	IDC
50	2436	Sivaraj D	03/04/2023	Testing Engineer	IDC
51	2438	T Mohanagiri	05/04/2023	Senior Engineer-Design	IDC
52	2443	Dinesh Dhanapal	17/04/2023	Senior Manager-Electronics Platform	IDC
53	2447	Ramkumar J	08/05/2023	Senior Engineer-Design	IDC
54	2448	Yugendar J	08/05/2023	Assistant Executive-Internal Coordination & Support	IDC
55	2449	Dhilip G	15/05/2023	Engineer-Design	IDC
56	2450	Jinen Sangani	01/06/2023	Graduate Engineer Trainee - CAD	IDC
57	2453	Karan Ajit Ghanwat	01/06/2023	Graduate Engineer Trainee - CAD	IDC
58	2454	Pathan Faizankhan	01/06/2023	Graduate Engineer Trainee - CAD	IDC
59	2460	Nitish Shivaji Todkar	12/06/2023	Senior Engineer-Calculations	IDC
60	2469	Koushik Kumar Das	03/07/2023	Engineer-Design	IDC
61	2474	Harish Balasubramani	03/07/2023	GET	IDC





S No	EMPLOYEE CODE	FULL NAME	DATE OF JOINING	DESIGNATION	DEPARTMENT
62	2475	Pradeep Balaji	08/07/2023	GET	IDC
63	2477	Daniel Thomson	08/07/2023	GET	IDC
64	2478	Dheepak G M	08/07/2023	GET	IDC
65	2481	Hitesh Franco	08/07/2023	GET	IDC
66	2482	Raghul Murugan	08/07/2023	GET	IDC
67	2483	Richard Asirrajan	08/07/2023	GET	IDC
68	2484	Presely Raj	08/07/2023	GET	IDC
69	2485	S Sharan Sundar	08/07/2023	GET	IDC
70	2486	Sheik Mohamed Arsath	08/07/2023	GET	IDC
71	2491	S Sai Ram	19/07/2023	PGET	IDC
72	2497	Blesson Ignatius	01/08/2023	Senior Engineer-Design	IDC
73	2500	Rennie Priyakumar	10/08/2023	PGET	IDC
74	2509	Ajay N	21/08/2023	PGET	IDC
75	2510	Karthikeyan M	21/08/2023	Engineer-Design	IDC
76	2523	Dineshkumar S	04/10/2023	Senior Engineer-Design	IDC
77	2525	Gokulraj V	12/10/2023	Senior Engineer-Design	IDC
78	2531	Midhun Thomas	02/11/2023	Engineer-Design	IDC
79	2532	Kannan P	08/11/2023	Senior Engineer-Design	IDC
80	2533	R Arunavigneshwaran	08/11/2023	PGET	IDC
81	2534	Mohanraj K	08/11/2023	PGET	IDC
82	2558	H Abdul Saleem	22/01/2024	Assistant Manager - Calculation	IDC
83	2571	Veeraragavan R	18/03/2024	Engineer Testing	IDC
84	2579	Mohammed Rayeez R	18/04/2024	Senior Engineer	IDC
85	2580	Babu P	22/04/2024	GET	IDC
86	2581	Karthik S	22/04/2024	Senior Engineer	IDC
87	2583	Sanjeev V	24/04/2024	GET	IDC
88	2588	Shakthivel V S	06/05/2024	GET	IDC
89	2589	T Vidyasagar	13/05/2024	GET	IDC
90	2590	Ruban Anthony	20/05/2024	Senior Engineer	IDC
91	2591	Mohan N	20/05/2024	GET	IDC
92	2599	Thaddaeus Lijo Abishua	04/06/2024	GET	IDC
93	2600	Anandaraj R	05/06/2024	Senior Engineer - Design	IDC
94	2601	Prasanna Perumaal S	10/06/2024	GET	IDC
95	2605	Swastik Das	19/06/2024	GET	IDC



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S No	EMPLOYEE CODE	FULL NAME	DATE OF JOINING	DESIGNATION	DEPARTMENT
96	2610	Rajalaxmi Maharana	04/07/2024	GET	IDC
97	2632	U Saravanan	01/08/2024	Senior Engineer - Software Testing	IDC
98	5003	Rajeev Dagur	12/11/2007	Senior Manager-Infrastructure & Digital Services	GDS
99	5007	B.Baradhan	15/07/2008	Assistant General Manager-Business Application Services	GDS
100	5014	D.Jayakumar	18/01/2010	Team Lead-Infrastructure & Digital Services	GDS
101	5016	Amrith Raj John Poonga	05/05/2010	Senior Lead Analyst-Infrastructure & Digital Services	GDS
102	5031	S.Sakthi Dasan	01/06/2011	Team Lead-Infrastructure & Digital Services	GDS
103	5056	Srikanth Kota	21/01/2015	Lead Analyst-Business Application Services	GDS
104	5061	Velmurugan.P	19/10/2015	Deputy General Manager-GDS	GDS
105	5067	Rangarajan.K	20/01/2016	Lead Functional Analyst-Business Application Services	GDS
106	5069	Manoj B	14/03/2016	Lead Analyst-Business Application Services	GDS
107	5073	Muthukumaran B	01/07/2016	Senior Lead Analyst-Business Application Services	GDS
108	5076	Siva Kumar.M	09/11/2016	Team Lead-Business Application Services	GDS
109	5085	C.S.Chellam	10/12/2018	Lead Analyst-Business Application Services	GDS
110	5090	Venkata Chalapaathi N	23/10/2019	Lead Analyst-Business Application Services	GDS
111	5094	Maheedar Nuvvuru	01/06/2020	Lead Techno Functional Analyst-Business Application Services	GDS
112	5096	Sam David Ranjith Kumar	23/09/2020	Manager-Infrastructure & Digital Services	GDS
113	5097	Premkumar S	11/01/2021	Assistant Manager	GDS
114	5099	Pradeep S	26/04/2021	Sr. System Engineer-Infrastructure & Digital Services	GDS
115	5100	Abdul Rasick	24/05/2021	Sr. System Engineer-Infrastructure & Digital Services	GDS
116	5101	Gokulakrishnan S	07/06/2021	Senior Lead Analyst-Infrastructure & Digital Services	GDS
117	5104	Mahendiran R	03/08/2021	Team Lead-Business Application Services	GDS
118	5105	Natarajan S	22/12/2021	Sr. System Engineer-Infrastructure & Digital Services	GDS
119	5108	G. Kumaran	20/01/2022	Lead Infor WMS Analyst	GDS
120	5109	Praveen M E	14/02/2022	System Engineer	GDS
121	5110	Manikandan R	16/03/2022	Senior Functional Analyst-SAP PP	GDS
122	5111	Ajeez Ansari	30/03/2022	System Engineer	GDS
123	5112	Udhayakumar M	16/05/2022	System Engineer	GDS
124	5113	Gokul Raj	01/06/2022	Analyst	GDS
125	5116	Ajith V S	01/07/2022	Analyst	GDS
126	5117	Duraipandi R	01/08/2022	Lead Analyst-Network & Security	GDS
127	5118	Gowri Sankar R	24/08/2022	Lead Analyst-PLM	GDS
128	5120	Silambarasan K	19/09/2022	System Engineer-Network & Security	GDS
129	5121	Yamuna Suresh	23/09/2022	SAP BI/BO Functional Analyst	GDS



BUSINESS TRANSFER AGREEMENT
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PRIVILEGED & CONFIDENTIAL

S No	EMPLOYEE CODE	FULL NAME	DATE OF JOINING	DESIGNATION	DEPARTMENT
130	5122	Ranjithkumar V	05/10/2022	SAP BI BO Lead Analyst	GDS
131	5123	Koduru Naveen	01/12/2022	Senior Analyst-Salesforce	GDS
132	5124	Deepshika Raman	05/12/2022	Senior Analyst	GDS
133	5125	B Dinesh Kumar	14/12/2022	SAP SD Senior Lead Analyst	GDS
134	5126	Shiek Mohammed	04/01/2023	Senior Lead Analyst	GDS
135	5127	Sudharsan G	04/01/2023	Senior Analyst	GDS
136	5128	Prem Anand K	03/02/2023	SAP MM WM Lead Analyst	GDS
137	5129	Manoj Kumar Krishnan	07/04/2023	Functional Analyst-PLM	GDS
138	5130	Balashan Pillalamarri	25/05/2023	Analyst-SAP Hybris	GDS
139	5131	G Tamilarasan	13/06/2023	System Engineer	GDS
140	5132	A Naveen Johnson	21/06/2023	System Engineer	GDS
141	5133	Hari Vallabhan Rg	03/07/2023	Analyst-Infor WMS	GDS
142	5134	Tamizhmani Ga	21/09/2023	Analyst	GDS
143	5135	Santhosh Kumar M	25/09/2023	Graduate Trainee	GDS
144	5137	Arjun V S	15/11/2023	IT Analyst	GDS
145	5138	Raveendhiran Kanagarajan	15/12/2023	SAP SD-Lead Analyst	GDS
146	5140	Gunasekhar Bandi	12/02/2024	Analyst-Sales Force	GDS
147	5141	G Rithish Guru	14/06/2024	Analyst - SAP ABAP	GDS
148	5142	Narasimha Murthy Dasari	15/07/2024	Manager- SAP FICO	GDS
149	6002	K. Ruban Chackaravarthy	24/02/2011	Senior Manager -Corporate finance	AFC
150	6013	Vishnu A	01/03/2021	Assistant Manager-Corporate Finance	AFC
151	6014	Baddigam Venkata Reddy	07/07/2022	Senior Executive - Corporate Finance	AFC
152	6015	Ramakrishna Narkedamilli	18/05/2023	Deputy Manager-Corporate Finance	AFC
153	6016	Kovelamudi Kowshik	16/10/2023	Senior Executive - Corporate Finance	AFC
154	6017	Vetri P	27/10/2023	Senior Executive - Corporate Finance	AFC
155	6018	M Jagadish	22/12/2023	Senior Executive - Corporate Finance	AFC
156	2636	Archana Rajamanickam	09/08/2024	HR Business Partner	IDC
157	2642	Sakthivel Kuruchev	29/08/2024	Senior Engineer - Design	IDC
158	5143	Harikishun Viswanathan	09/09/2024	Team Lead - SAP FICO	GDS

