



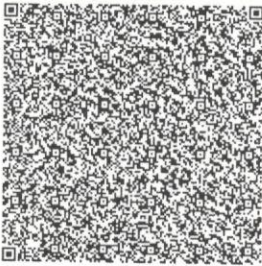
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL275078369899520
Certificate Issued Date	: 16-Mar-2016 02:08 PM
Account Reference	: SHCIL (FI)/ dl-shcil/ KK DOOMA COURT/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL-SHCIL537834571101450
Purchased by	: TVL ENGINEERS PVT LTD
Description of Document	: Article 58 Memorandum of Settlement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TVL ENGINEERS PVT LTD
Second Party	: NA
Stamp Duty Paid By	: TVL ENGINEERS PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

### MEMORANDUM OF UNDERSTANDING

Dated 16<sup>th</sup> March 2016 of M/s TVL Engineers Private Limited

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#### 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.



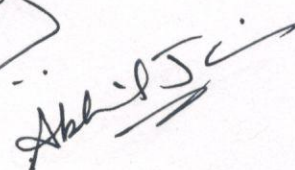
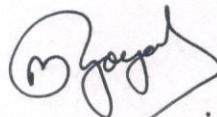
## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made at New Delhi, this 16<sup>th</sup> day of March, 2016 between (1) **Shri GAURHAV JAIN** S/o Shri Anand Kumar Jain resident of house No.-9, BNR Colony, Road No.-14, Banjara Hills, Hyderabad-500034 (2) **Shri ANAND KUMAR JAIN** S/o Late Shri M. L. Jain Resident of house No.-9, BNR Colony, Road No.-14, Banjara Hills, Hyderabad-500034 (3) **Shri RAVISH CHAND JAIN** S/o Late Shri M. L. Jain resident of C-51, Vivek Vihar, Delhi-110092 (4) **Shri ANKIT JAIN** S/o Shri Ravish Chand Jain resident of C-51, Vivek Vihar, Delhi-110092 (hereinafter collectively referred to as the "**SELLER**") of the first part which expression shall unless it be repugnant to the context or meaning thereof be deemed to include his executors, administrators and assignees of the one part and (1) **Shri MAYANK GOYAL** S/o Shri Surendra Kumar Agarwal resident of FD-356, Salt Lake City, Sector-3, Kolkata-700106 (2) **Shri AKHIL JAIN** S/o Shri Sunil Jain resident of House No 51, Raja Garden, Near Handa Nursing Home, New Delhi-110015 (3) **Smt POONAM AGRAWAL** W/o Shri Vinay Agrawal resident of Prem Kunj, Rehmat Nagar, Gorakhpur-273005 (hereinafter referred to as "**BUYER**." For the sake of brevity) of the second part which expression shall mean and include their successors in business and any of its associates on the other part, and **M/s. TVL Engineers Private Limited**, a Company registered under the provisions of the Companies Act, 1956 and having its registered office at A-9, Jhilmil Industrial Area, Shahdara, Delhi-110095, acting through Shri Ankit Jain, its Director duly authorised by the Board of Directors in this behalf (hereinafter referred to as the "**Company**") of the third part;

The **Company** has been allotted an **Industrial Plot No.5, Sector - 9, SIDCUL, Pantnagar (Uttarakhand)** by SIDCUL, admeasuring 6500 Sq. Meters, in the name of **M/s TRANS VALVES (INDIA) PRIVATE LIMITED**, Vide allotment Letter No. 9199/AGM/SIDCUL/05 dated 29.09.2005. Lease Deed of the said Plot was executed and registered in the name of the **M/s. TRANS VALVES (INDIA) PRIVATE LIMITED** by SIDCUL on 03.04.2006. Possession of the said plot was given vide 23/SIDCUL/GM/Possession Certificate/06-07 dated 01.04.2006 of SIDCUL. The **Company M/s TRANS VALVES (INDIA) PRIVATE LIMITED** have installed a factory unit for manufacturing of LPG Valves, Regulators, Accessories and Auto Components etc. at this plot and started its commercial production in the month of March, 2010. (Hereinafter referred to as "the said unit").



Shri Ankit Jain





The Unit is availing the Central Excise exemption and other benefits under Industrial Policy-2003. **M/s TRANS VALVES (INDIA) PRIVATE LIMITED** was having its two manufacturing units. One is situated at 15/B, SV Industrial Estate, IDA Phase-1, Jeedimetla, Hyderabad-500055 and other at **Plot no. 5 , Sector- 9 , I.I.E., SIDCUL, Pantnagar (Uttarakhand)** .

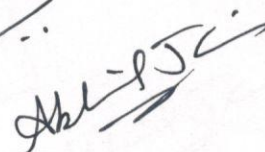
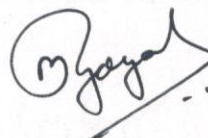
Now, on the petition filed by **M/s TRANS VALVES (INDIA) PRIVATE LIMITED**, Honorable High Court of Delhi vide order dated 08.07.2014 and 28.08.2014, demerged the Pantnagar unit of the Company and whole undertaking along with its business and benefits etc. has been transferred in the name of **M/s TVL ENGINEERS PRIVATE LIMITED-"TVL"** .

The Seller has to obtain/get the name changed in all the registrations and licenses with all the departments including Central Excise, Service Tax, VAT, SIDCUL, SIDA, Industry Department, Factory License, Pollution Control, Electricity, PF, ESIC etc. for carrying out the business in the name of TVL. The Seller is under the process of getting such changes incorporated in various departments and ensures it satisfactory compliance.

Now, The Seller and Buyer have agreed mutually to enter into an agreement for Transfer of the said Unit by way of Transfer of the Company - TVL, as per prescribed procedure of SIDCUL. (Wherever the context so permits or requires the expressions "Seller" and "Buyer" are collectively referred to as the "Parties" and any of them singly as "Party").

#### WHEREAS

1. Party of the First Part, holding 100 % shares in the company is transferring the above said running unit (Land, Building constructed on the above said plot along with running plant and machinery etc) to the party of Second Part by way of Transfer of the Company - TVL, as per the terms & condition of this agreement.
2. Buyer is agreeable to acquire the Company TVL and Seller is agreeable to this by way of Transfer of the share of the Company – TVL on the consideration settled between them and stated elsewhere in this MOU.
3. It is deemed necessary and expedient to enter into this **MOU** to record the basic understanding between the Parties on the subject, pending grant of **requisite approvals of SIDCUL**.





NOW THEREFORE IN CONSIDERATION OF THE PREMISES SET FORTH HEREIN-  
ABOVE AND OF THE MUTUAL COVENANTS AND UNDERTAKINGS SET FORTH  
HEREINAFTER, THIS MOU WITNESSETH AS FOLLOWS:

## 1. CONSIDERATION

The fair market value of the Pant Nagar unit has been arrived at of Rs. 51,00,000/- which includes the value of Land, Building, plant and machinery etc. after deducting there from the liability payable to the **M/s TRANS VALVES (INDIA) PRIVATE LIMITED** and others.

The party to the First part, along with their friends, relatives and associates hold 100% of the paid up equity shares of the company, which amounts to Rs. 51,00,000/- consisting of 60,000 fully paid up equity shares of Rs. 10/- each at an agreed price of Rs. 85/- per share on the basis of fair market value. The party to the First part hereby agree to sell all its shareholding in the company, along with its relatives, friends and associates (totaling to 60,000 shares) and party to Second part hereby agree to purchase all these share in its name or in the name of its relatives, friends and associates, at a total consideration of Rs. 51,00,000/- ( Rupees Fifty One lacs only ) being Rs. 85/- per share. The BUYER, alongwith their associates, relatives and friends has already made the said payment of Rs. 51,00,000/- to the SELLER and the SELLER has also received the said amount of Rs.51,00,000/- from the BUYER, as detailed in Annexure A.

Now, the SELLER agrees to transfer all its shares (totaling 60,000 shares) in favour of BUYER as detailed in Annexure A, at the time of signing of this MOU.

## 2. PAYMENT OF LIABILITY- SCOPE OF ACQUISITION

That party to the second part will also make arrangement for the funds to pay of the following liabilities in name of **M/s TRANS VALVES (INDIA) PRIVATE LIMITED** appearing in the books of the company as on the date of this agreement and mentioned here in under:

a) Trade Payables	Rs. 3,22,00,000/-
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TOTAL	Rs. 3,22,00,000/-
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The schedule for bringing the above fund has been described in para No. 3 below.

1.2. That as per the Laws and Regulations of the State of Uttarakhand in General and of SIDCUL in Particular, the Transfer or takeover of "THE UNIT" is not possible without the specific permission of SIDCUL. "THE SELLER" hereby undertakes to do all his efforts to get the permission. The Seller will hand over the original Lease Deed as obtained from their Bankers at the time of signing of this MOU, to the SIDCUL/Party of the SECOND Part.

1.3 That in the event of the specific permission not forthcoming from SIDCUL in the name of TVL, then "THE SELLER" further undertakes to refund the entire amount of



advance/s being paid at the time of signing of this agreement, and/or any advances or money paid by "THE BUYER" to "THE COMPANY" or its Directors from time to time, within three months or any other date with mutual consent. Seller will not be liable to pay any amount on account of expenses etc incurred by 2<sup>nd</sup> party, if any.

1.4. That the "SELLER" has agreed to make out a good and marketable title of the said Property, and free from all encumbrances, doubts, charges, lien etc. The "SELLER" will bear and pay all charges of the government agencies etc. till the date of transfer of the said property and thereafter the "BUYER" will bear all the cost and can also deal directly with the respective authorities, whatsoever it may be. The expenses for getting the name changed in SIDCUL and change of name in all the registrations and licenses with all the departments including Central Excise, Service Tax, VAT, SIDCUL, SIDA, Industry Department, Factory License, Pollution Control, Electricity, PF, ESIC etc. for carrying out the business in the name of TVL shall be borne by the Seller only and The BUYER will give full support in this regard. Transfer levy payable to SIDCUL (which is 15% on the current rate.), Stamp Duty & Other Charges for registration shall be borne by the BUYER only.

1.5 That all the hidden & contingent liability, whether known or unknown, up to the date of transfer of the said Company, will be that of Seller only. All the assessments, duties or payment of any kind which is related to the period prior to date of transfer whether in the name of **M/s TRANS VALVES (INDIA) PRIVATE LIMITED** or **TVL ENGINEERS PRIVATE LIMITED**-"TVL" will be paid by Seller and assessments will be completed by Seller only or at the cost of Seller by the buyer.

## 2. ASSETS

2.1. "THE BUYER" has agreed to buy and the "THE SELLER has agreed to sell (transfer) the RUNNING UNIT on as is where is basis – as are inspected & verified by the BUYER, by way of takeover of the Company by the Buyer. The SELLER has further agreed to provide the property free from all encumbrances.

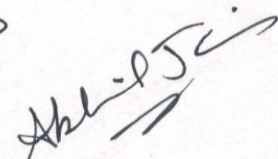
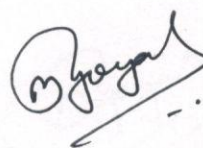

a) Land and Building with Plant & Machinery situated at PLOT No.- 05, Sector-9, PANTNAGAR, measuring approximately 6500 Square Meters and covered area of approx 1380 Sq Mtrs.

b) All the NO DUES certificate of SIDCUL/SIDA/Bank/ Electricity Etc. will be provided to the BUYER by the SELLER.

c) List of Machinery, Power Connection and other items is attached with this MOU as annexure 'A'.

2.2. "THE PROPERTY". "THE SELLER" has assured that "THE PROPERTY" being all the assets held by the co. as on the date of this agreement shall be 'free from all encumbrances'.

2.3. The plot layout demarcating the land and layouts / plans of buildings to be transferred to the BUYER would be provided by SELLER to BUYER.:





### 3. SCHEDULE OF PAYMENT

3.1. The Total payment of Rs. 3,22,00,000.00(Three Crores Twenty Two Lacs only) which has already been brought by party to second part in the books of TVL as under:

Rs. 80.00 Lac	RTGS in the Bank Account of TVL on 10.12.2015 (already paid)
Rs.120.00 lacs	RTGS in the Bank Account of TVL on 04.03.2016 (already paid)
Rs. 122.00 lacs	RTGS in the Bank Account of TVL on 15.03.2016 (already paid)

### 4. POSSESSION:

Peaceful possession will be handed over to "THE BUYER" on the signing of this MOU.

### 5. TIME LIMIT:

This agreement is valid for a period of 2 months from the date of signing. This can be further extended with the consent of both Parties.

### 6. ARBITRATION:

Any dispute or differences whatsoever arising between parties in relation to construction, meaning and operation or effect of this deed or the breach thereof or any other commercial or professional or industrial or financial or accounting dispute among the parties shall be referred to the Chartered Accountant(s) empanelled as arbitrator on the ICAI Panel of Arbitrators maintained by the Institute of Chartered Accountants of India.

### 7. MISCELLANEOUS

7.1. The Parties agree to negotiate in good faith such Agreements as may be deemed necessary ("Agreements").

7.2. This Memorandum of Understanding will be initially valid for a period of 2 months from the date hereof and the Parties shall make good faith efforts to obtain the requisite approvals of SIDCUL including of Financial Institutions.



7.3. Parties agree to co-operate with each other to ensure that the provisions of this MOU are fully and expeditiously implemented so as to achieve the objective of the MOU.

7.4. Authorised Persons: The persons for communication hereafter in respect of this MOU shall be:-

(i) For SELLER –

Sh. Ravish Chand Jain -Director

Sh. Ankit Jain -Director

(ii) For Purchaser –

Sh. Mayank Goyal – Authorised Signatory


Sh. Akhil Jain – Authorised Signatory

Should the parties hereto desire to change the name of their respective personnel an advance notice shall be given by the party causing such change.

#### 8. COURT OF LAW :-

**THE COMPETENT COURT OF UDHAM SINGH NAGAR SHALL HAVE THE JURISDICTION TO RESOLVE THE ENTIRE DISPUTE IF NOT SETTLED BY THE ARBITRATION.**

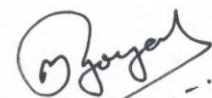
IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT RESPECTIVE HANDS ON THE DATE, MONTH AND YEAR ABOVE WRITTEN AT RUDRAPUR IN THE PRESENCE OF THE FOLLOWING WITNESSES.

  
1. Ravish Chand Jain

(SELLER)

  
Ankit Jain

(SELLER)

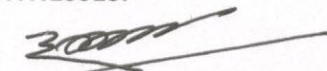
  
2. Mayank Goyal

(BUYER)

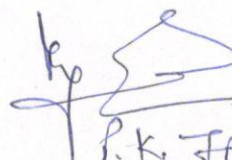
  
Akhil Jain

(BUYER)

#### WITNESSES.

1. 

HARNAM CHAUDHARY  
C-18, Alliance, Rudrapur  
U.S. Nagar

2. 

P.K. JAIN.  
170, Bhupayali Enclave,  
Delhi - 110092

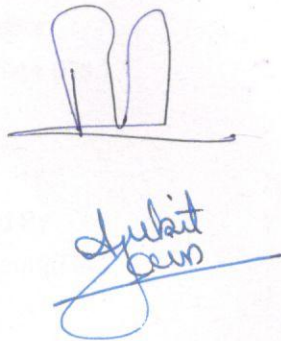


## Annexure – A

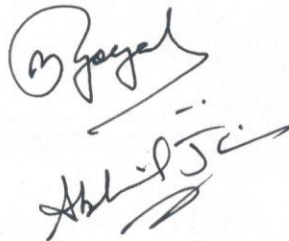
OF MEMORANDUM OF UNDERSTANDING  
Dated 16<sup>th</sup> March 2016 of M/s TVL Engineers Private Limited

### List of Machineries

1. TAL 450 Vertimach VMC
2. Electric Panel of TAL Vertimach
3. Accessories and Users Manual of TAL Vertimach
4. Transformer
5. Power connection



Subit



Abhishek