



दिल्ली DELHI

E 018038

Business Transfer Agreement

This Agreement is made as of this 14th day of December, 2007;

BETWEEN

Neolite Industries, a partnership firm having office at D-4, Rajouri Garden New Delhi-110027 and factory at 396, Udyog Vihar Gurgaon (Haryana), represented by Mrs. Vaishali Jain, Partner, as duly authorised by the said firm, hereinafter referred to as "NI", which expression, unless repugnant to the context, shall include its successors and permitted assigns.

AND

Neolite Industries Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at B-24, Mayapuri Industrial Area, Phase-1, New Delhi-110064, represented by its Managing Director, Mr. Rajesh Jain, hereinafter referred to as the "NIPL", which

For NEOLITE INDUSTRIES

Partner

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expression, unless repugnant to the context, shall include its successors and permitted assigns.

NIPL and NI are referred to herein individually as 'Party' and collectively as 'Parties'.

WHEREAS

- A. NI is a leading manufacturing concern primarily engaged in the business of automotive lighting and components.
- B. NIPL is also a leading manufacturing company primarily engaged in the business of automotive lighting and homelighting.
- C. NIPL proposes to expand its business of automotive lighting and proposes to buy the whole of Business (as defined hereinafter) of NI and NI for strategic considerations has decided to sell the whole of the Business as a going concern on slump sale basis.
- D. The Parties have confirmed that they have passed necessary resolutions to sell / purchase the Business.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE TO AS UNDER:

ARTICLE 1: DEFINITIONS

- 1.1 In this Agreement (including the Recitals), unless the context requires otherwise, the following words and expressions shall have the meaning set out against them respectively

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(a) "Business" means NI business of automotive lighting comprising of assets (other than immovable properties), liabilities, contracts, equipment, employees and Trade Marks/ brands held and used by NI only in class 11 in India as set out in Schedule 1 of this Agreement. (Other Trade Mark /Brand rights held by NI will not be transferred to NIPL)

(b) "Closing" means the date on which all the activities listed in Article 6.2 are completed which is not later than the date of execution of this Agreement.

(c) "Tax" means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever including inter-alia income tax, wealth tax, stamp duty, import duties, Vat, service tax etc., together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Entity (domestic or foreign) responsible for the imposition of any such tax and (ii) any liability for the payment of any amount of the type described in the immediately preceding clause.

ARTICLE 2: SALE AND PURCHASE OF BUSINESS

2.1 Subject to the terms and conditions contained herein, NI hereby agrees to sell, assign, convey, deliver and/ or transfer to NIPL and NIPL hereby agrees to purchase the Business as a going concern on slump sale basis free from all liens, charges, equities and encumbrances with effect from the Closing *except charges created by banks on assets of the NI against loan taken by it.* It is also clearly agreed and understood by the parties to this agreement that land and building in the name of the firm which has also been mortgaged against the above loan shall

be released and substituted by some other security of NIPL within 6(six) months

2.2 At Closing, NI as the beneficial owner shall assign, transfer, deliver and convey to NIPL all its rights, title and interest in the Business (other than rights in land & building). Any document/ agreement/ deed/assignment as may be required by the NIPL to assure itself of full and complete title as contemplated herein shall be executed by NI immediately on demand by NIPL. Further at Closing, upon transfer of the Business:

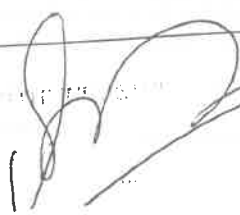
- a) all agreements, deeds, permits and other instruments of whatever nature whether previously disclosed to NIPL or not;
- b) all authorizations, telephone connections and all other claims, rights, liberties, easements advantages, benefits, approvals and privileges of any kind whatsoever whether previously disclosed to NIPL or not;
- c) all insurance policies in respect of or relating to the Business.
- d) All employees as per list provided in Schedule 2

shall stand transferred to and vest in NIPL, subject to such statutory and regulatory approvals, third party consent and/or compliances as may be applicable. All such approvals, third party consents and compliances required for this purpose shall be obtained/ undertaken by NI.

It is agreed by the Parties that the relevant contracts for engagement of contract labour (i.e. workers) by NI through contractors for automotive lighting business will not be automatically transferred to NIPL pursuant

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to this Agreement. If agreed by NIPL, fresh contracts will be signed for engagement of such contract labour and for that purpose, NIPL will obtain fresh registration and the concerned contractors will obtain fresh licences from the appropriate labour authorities.

- e) The Parties agree that the said employees of NI shall be transferred to NIPL, on same terms and conditions as applicable to them in NI and the seniority and continuation of services shall be maintained.

2.3 All or any sums realized or collected by NI subsequent to Closing in respect of any of the assets or claims relating to the Business transferred shall be held in trust for the NIPL and shall be remitted to NIPL as soon as possible. All or any payments to be made by NI in the ordinary course of carrying of business comprised in the Business subsequent to Closing relating to the Business, shall be paid by NIPL.

2.4 It has been also agreed and understood between the parties to relocate the Business to a new location as per the business plan of NIPL and to use the existing land and building of NI till such time on terms and conditions as per a separate lease agreement to be entered into between NI and NIPL.

ARTICLE 3: SOLE AND ENTIRE CONSIDERATION

The consideration for transfer of business of NI to NIPL has been settled at Rs 65 Million between the parties. As sole and entire consideration for the transfer of the Business, NIPL shall allot 650000 Equity shares of Rs. 100/- each at face value to the partners of NI in their profit sharing ratio namely in the ratio of 75:25 between Mr. Rajesh Jain and Mrs. Vaishali Jain. The Parties agree that the

For NEOLITE INDUSTRIES,

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consideration is adequate and shall be final between the Parties for performance of this Agreement, deductions wherefrom shall be made only as expressly agreed in this Agreement.

The Parties agree that the Consideration paid under this Agreement is towards full and final settlement for transfer of Business. NI shall not be responsible for any employee dues or liabilities in relation to Business which may arise with NIPL in due course subsequent to Closing.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF NI

NI hereby represents and warrants to NIPL true, accurate, and complete in all material respects as of the date hereof the following:

4.1 No Conflict

- (a) The execution, delivery and performance by NI of this Agreement and the consummation of the transactions contemplated hereby require certain filings with a legislative or executive or regulatory authority or agency of India (or any other state or other political subdivision thereof) ("Governmental Entity"). The Parties agree that any such filings shall be made in due course of time.
- (b) The execution, delivery and performance by NI of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation, bylaws or other constituent documents of NI, (ii) violate any statute, regulation, rule, injunction, judgment, order, decree or ruling of any Governmental Entity to which NI is subject or (iii) conflict with, result in a breach of, constitute a default under, or give rise to a loss or any benefit to which NIPL

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is entitled under any provision of any agreement, contract, lease, license or instrument.

4.2 No Undisclosed Liabilities; No Litigation

- (a) There are no liabilities (whether absolute or contingent or liquidated or unliquidated) of the Business, except for liabilities under executory agreements, contracts, leases, licenses and other arrangements set forth in Schedule 3. The Parties agree that any liabilities or obligations solely pertaining to the carrying on of Business in the ordinary course, if any, relating to the period up to the date of closing shall be borne by NIPL.
- (b) There is no action, suit or proceeding pending against, or to the knowledge of NI, threatened against, NI or in relation to the Business before any court or arbitrator or any other Governmental Entity except as specified in Schedule 3. To the knowledge of NI, neither NI, nor, any partner, officer or employee of NI, is subject to any order, writ, judgment, injunction, decree, stipulation, determination or award entered by any Governmental Entity with respect to NI which may prevent or prohibit the transactions contemplated hereby or that would otherwise have a material adverse effect.

4.3 Taxes

NI has filed all tax returns required to be filed through the date hereof till Closing; that all such tax returns are true, correct and complete; and NI has paid all taxes (as defined below) shown to be due and owing by them on such tax returns. Further:

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Narinder
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(a) No deficiencies or shortfall for any tax have been proposed, asserted or assessed in writing by any taxing authority against NI;

(b) there are no liens or encumbrances for taxes on any asset of NI.

Except as specified in Schedule 4.

(c) NI and or its partners shall be jointly and severally liable to pay at all times all liabilities on account of income tax, wealth tax including those arising in respect of Transfer of Business under this Agreement.

NI and or its Partners shall also be liable jointly and severally to pay liabilities not provided in the books of NI on account of demands raised by Government Authorities after the Closing Date, in respect of all other taxes, levies of any kind, relating to the Business carried on till the date of Closing.

4.4 Contracts

Schedule 5 sets forth a list of all the contracts to which the NI is a party. NI has made available to NIPL a true and complete copy of each such agreement. Neither NI nor the other parties thereto are in breach or default under the terms of such agreement, and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination or modification under any such agreement.

NI shall disclose to NIPL in advance of Closing all agreements, deeds, permits and other instruments of whatever nature and all

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Partner

authorizations, telephone connections and all other claims, rights, liberties, easements advantages, benefits, approvals and privileges of any kind whatsoever which relate to Business to be transferred.

The Parties shall agree, as per the terms of the Contracts which can be assigned. The Contracts which cannot be assigned shall be terminated by NI without any cost or liability to NIPL and if required fresh contracts be entered upon.

4.5 Compliance with Law; Permits

NI is in full compliance with all statutes, ordinances, regulations, and other governmental requirements or judicial decree applicable to the conduct of the Business. NI is a Firm duly organized, validly existing, and in good standing under the laws of India and has power and authority to operate and carry on the Business as now conducted, and have received all permits from and approvals of governmental authorities and banks required in connection with the operation thereof and have been operated and maintained in accordance with applicable laws, rules, and regulations in all material respects as also for the transfer of the Business. The execution and performance of this Agreement have been authorized and approved by both the Partners of NI.

ARTICLE 5: REPRESENTATIONS AND WARRANTIES OF NIPL

- (a) NIPL is a company duly organized, validly existing, and in good standing under the laws of India and has power and authority to operate and carry on the Business as now conducted.

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For NEOLITE INDUSTRIES

Partner

- (b) The execution, delivery and performance by NIPL of this Agreement and the consummation of the transactions contemplated hereby require certain filing with Governmental Entity which shall be filed in due course.
- (c) The execution, delivery and performance by NIPL of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of incorporation, bylaws or other constituent documents of NIPL, (ii) violate any statute, regulation, rule, injunction, judgment, order, decree or ruling of any Governmental Entity to which NIPL is subject or (iii) conflict with, result in a breach of, constitute a default under, or give rise to a loss or any benefit to which NI is entitled under any provision of any agreement, contract, lease, license or instrument.

ARTICLE 6: CLOSING

6.1 The Parties shall do or cause to be done, all of the activities enumerated in Articles 6.2 hereof. Each of the activities shall be given effect to simultaneously and the Closing shall be deemed to have occurred when each of the activities has been completed which shall not be later than the date of execution of the Agreement.

In case Closing does not happen prior to or on the date of execution of this Agreement on account of any action or non action of NI, NIPL shall be entitled to extension of date of Closing or termination otherwise (the same is also covered in Article 9.10)

6.2 NI shall deliver to NIPL the following documents:

- (a) the Parties agree that NI shall deliver to or if applicable leave all records used in connection with the conduct of the Business including but not limited to, all employee and supplier records, files, accounts, contracts, agreements, arrangements, software and computer programmes used in connection with the carrying of the business comprised in the Business, drawings, product and design specifications, process information, performance data and all other data and information relating to the Business and such other customer records and sales data as are maintained by NI in relation to the Business including the details of assets, liabilities, contracts etc. The Parties agree that such of the assets etc as are capable of being transferred by delivery shall be given by NI to NIPL against written receipt.
- (b) such approvals, consents and certificates as are necessary to convey clear title to the Business in accordance with this Agreement or are necessary under applicable law to consummate the transfer of the Business in favour of NIPL. The approvals, consents and certificates as above shall include inter-alia consent from the respective contracting parties listed in Schedule 6 for assignment of their respective agreements, in favour of NIPL.

ARTICLE 7: NON-COMPETITION

- 7.1 During the subsistence of the Joint Venture Agreement to be executed between Mr. Rajesh Jain, NIPL and Zizala Lichtsysteme GmbH, Austria (ZKW).

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7.1.1 NI shall not deal in automotive lighting business of NIPL and/or that of ZKW, in any manner whatsoever;

7.1.2 If Mr. Rajesh Jain withdraws (i.e. transfers the entire shareholding in NIPL) from NIPL, NI shall not directly or indirectly deal in automotive lighting business for a period of two years thereafter;

7.2 However, NI will be free at all times to carry on the business of homelighting and any other business, not related to automotive lighting and not forming part of NIPL's business.

ARTICLE 8: COSTS

All statutory costs, charges and other levies of any nature (including stamp duty), and sales tax/VAT if applicable in respect of or in relation to the sale of the Business shall be the responsibility of NIPL. Each party shall bear its own liabilities with regard to income-tax or capital gains tax if applicable.

ARTICLE 9: GENERAL

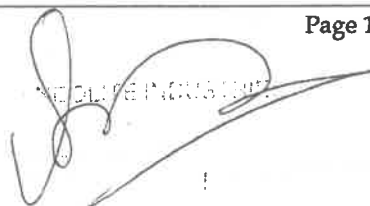
9.1 Notices

Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by telex, or legible telefax addressed to the intended recipient at its address set out below:

For NEOLITE INDUSTRIES


Partner

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NEOLITE INDUSTRIES

Neolite Industries

ATTN:Vaishali Jain

Address: 396, Udyog Vihar Phase III Gurgaon (Haryana)

Neolite Industries Private Limited

ATTN: Rajesh Jain

Address : B-24, Mayapuri Industrial Area Phase-I, New Delhi-110064

Notice shall be deemed to have been served when received (and in the case of facsimile transmission, provided that a confirming copy is sent to the other Party in accordance with the non-facsimile notice delivery requirements)

9.2 Assignment

NI shall not assign its rights and obligations under this Agreement in whole or in part hereunder without the prior written consent of NIPL. NIPL however, shall have the right to assign the benefits of this agreement in whole or in part to any party whereupon NI shall be bound to such party as if the said party had executed this Agreement with NI in the first place. In the event so required by NIPL, NI shall issue such comfort letters or other document to the said party for assuring it of the above.

For NEOLITE INDUSTRIES

Partner

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9.3 Variation

Any variation of this Agreement shall be mutually agreed in writing and executed by or on behalf of each of NIPL and NI.

9.4 No Waiver

No waiver by any Party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a waiver of any other provision, condition or requirement hereof. No delay or omission of any Party to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

9.5 No Partnership

Nothing in this Agreement shall constitute a partnership between the Parties hereto under applicable Indian laws.

9.6 Pledging Credit

Nothing in this Agreement shall give either Party the right to pledge the credit of or incur liabilities or obligations binding on the other Party.

9.7 Entire Agreement

This Agreement along with the Exhibit and Annexures and Schedules (if any), which form an integral part of the Agreement, hereto represents the entire Agreement as to the subject matter hereof, and supersedes any prior understandings between the Parties on the subject matter hereof.

9.8 Force Majeure

Neither Party shall be liable by reason of failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by acts of God, strikes, lockouts, war or any other cause beyond its control and without its fault or negligence.

9.9 Confidentiality

The Parties recognise that by virtue of this Agreement each of them will be given and have access to specialised know how, information, data and confidential and proprietary information of the other Party. Each Party undertakes not to divulge or communicate to any person (unless required by law or by any other regulation or by any Government authorities with proper authority) or exploit for any purpose whatsoever except as agreed under this Agreement, any of the trade secrets or confidential knowledge or information of the other Party and each Party shall use all reasonable endeavours to prevent its officers, employees or agents from doing so. This obligation and restriction on the Parties shall continue to apply without limit in point of time but shall to cease to apply to information or knowledge which may properly come into the public domain through no fault of the relevant Party, or was already known to such Party prior to disclosure by the other Party.

9.10 Termination

This agreement shall stand terminated in case CLOSING does not occur by 31.03.2008. The Parties may, however, extend the afore-said period as mutually agreed.

For NEOLITE INDUSTRIES


Partner

9.11 Invalid Provisions not to Invalidate Whole Agreement

In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired. Where the provisions of such applicable law may be waived they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid and binding and enforceable in accordance with its terms. If any provision of this Agreement becomes invalid, the Parties agree to substitute such invalid provision with a new provision which legally serves the purpose of the invalid provision to the furthest possible extent.

9.12 Counterparts

This agreement is being executed in two counterparts, one of which shall be duly stamped and both of which shall be deemed to be original and authentic.

10.0 No Third Parties

Neither this Agreement nor any provisions set forth herein is intended to, or shall, create any rights in or confer any benefits upon any person other than the Parties to this Agreement.

ARTICLE 10: GOVERNING LAW

10.1 This Agreement shall be governed and construed in accordance with and shall be governed by the laws applicable in India.

For NEOLITE INDUSTRIES

Signature
Partner

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Signature

10.2 Any disputes or differences arising between the Parties hereto as to the effect, interpretation or application of this Agreement or as to their rights, duties or liabilities thereunder, or as to any act, matter or thing arising out of, or consequent to, or in connection with this Agreement shall be referred to arbitration by a sole arbitrator, who shall be appointed by mutual consent. The seat of arbitration shall be New Delhi and the language shall be English. The arbitration shall be conducted and governed by the Arbitration and Conciliation Act, 1996 by a panel of three Arbitrators, each Party appointing one Arbitrator and the third Arbitrator to be appointed by the said two Arbitrators.

IN WITNESS WHEREOF these presents together with the Schedules annexed and signed have been executed by the Parties at the date and place first mentioned:

For Neolite Industries

Signature:

Name: VASHU JAIN

Designation: PARTNER

For Neolite Industries

Vashu Jain
Partner

For Neolite Industries Private Limited

Signature:

Name: RAJESH JAIN

Designation: MANAGING DIRECTOR

For NEOLITE INDUSTRIES PVT. LTD

Rajesh Jain
Managing Director

WITNESSES:

1.

Pooja Jain

A-22 DUT Apartments

B-5 Sector 14G/7A, Rohin-110085

2.

Sachin Wadhwa
(SACHIN WADHWA)
M-29, Rajouri Garden
New Delhi-110027

For NEOLITE INDUSTRIES

Vashu Jain
Partner

Neolite Industries

Schedule 1

List of Assets & Liabilities
(As detailed in the Financial Statements as on 14/12/07)

A ASSETS

1 Fixed Assets

- a Plant & Machinery
- b Die & Mould
- c Furniture & Fixtures
- d Office Equipment
- e Vehicle
- f Computer

2 Current Assets Loans & Advances

- a Inventory
- b Sundry Debtors
- c Cash & bank balances
- d Advances

B LIABILITIES

1 Secured Loans

2 Unsecured Loans

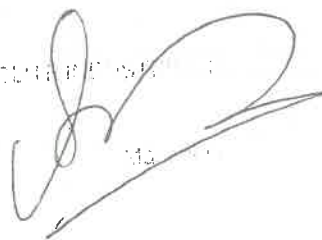
3 Current Liabilities & Provisions

- a Current Liabilities
- b Provisions

C Trade Marks

For NEOLITE INDUSTRIES


Partner



Employee List

Schedule 2

	Name Of Employee's
1	Mr. Yash Vardhan
2	Mr. Sanjeev Miglani
3	Mr. Subhash Chand Chaudhary
4	Mr. Ashok Gautam
5	Mr. Ravinder Kumar (R & D)
6	Mr. Manoj Kumar (QA)
7	Mr. Mukul Chauhan
8	Mr. Shri Bhagwan Sharma
9	Mr. Ashok Kumar Gupta
10	Mr. Sumer Chand Sharma
11	Mr. Sandeep Sharma
12	Mr. S.K. Bhasker
13	Mr. Bishan Singh Bisht
14	Mr. Arun Gupta
15	Mr. Jai Gopal Soni
16	Mr. Sanatan Sahani
17	Mr. Mahavir Singh
18	Mr. Balwan Singh Dagar
19	Mr. Gyanender Singh Chaprana
20	Mr. Ramesh Yadav
21	Mr. Parmanand Upreti
22	Mr. Prabhat Jain
23	Mr. Rakesh Kumar
24	Mr. Swaran Singh Bisht
25	Mr. Devi Singh
26	Mr. Charan Singh
27	Mr. Pradeep Kr. Gautam
28	Mr. Vinod Kr. Yadav
29	Mrs. Maya Aggarwal
30	Mr. Rajender Kr. Chaprana
31	Mr. Ashok Kumar
32	Mr. Sher Singh
33	Mr. Rajesh Kumar
34	Mr. Jitender Kumar
35	Mr. Dharam Raj Prasad
36	Mr. Dinesh Kumar Vats
37	Mr. Surender Rai
38	Mr. Ravinder Kumar-I
39	Mr. Veer Singh
40	Mr. Surya Pratap Tiwari
49	Mr. Virender Rai
50	Mr. Laxmi Narayan
51	Mr. Ramesh Bhaduria
52	Mr. S.V. Tiwari
53	Mr. Keshaw Tiwari
54	Mr. Pramod Kr. Gupta
55	Mr. Mahesh Chand Joshi
56	Mr. Bhabican Yadav
57	Mr. Hem Singh

For NEOLITE INDUSTRIES

Narain
Partner

[Signature]
18/10/2025

Employee List

Schedule 2

	Name Of Employee's
58	Mr. Ram Balak
59	Mr. Bal Ram Singh
60	Mr. Ram Sabad
61	Mr. Komal Yadav
62	Mr. Agin Dev
63	Mr. Rakesh Kr.-I
64	Mr. Chotte Lal
65	Mr. Vinod Bhatt
66	Mr. Mahesh Singh
67	Mr. Hari Shanker
68	Mr. Nar Singh Chauhan
69	Mr. Ranjit Sahani
70	Mr. Dinesh Kumar Thakur
71	Mr. Bhagirath Prasad
72	Mr. Ravinder Nath Jha
73	Mr. Uma Shanker
74	Mr. Suryakesh
75	Mr. Swapan Kumar Dey
76	Mr. Rizwan Khan
77	Mr. Sant Lal Bharti
78	Mr. Mohan Chand Joshi
79	Mr. Ram Rattan
80	Mr. Raj Nath
81	Mr. Jai Narayan Yadav
82	Mr. Ram Pal Singh
83	Mr. S.T. Alam
84	Mr. Rakesh Mishra
85	Mr. Prabhu Nath
86	Mr. Prembir Singh
87	Mr. Jeet Bahadur
88	Mr. Bhuwan Chand Tiwari
89	Mr. P.C. Pandey
90	Mr. Anil Kr. Gupta
91	Mr. T.K. Bhardwaj
92	Mr. Siddharth Singh Parmar
93	Mr. Jeet Ram
94	Mr. Sandeep Kumar
87	Mr. Neeraj Bhardwaj
88	Mr. Naveen Saini
89	Mr. Alok Pandey
90	Mr. Vivek Sharma
91	Mr. K.P. Singh
92	Mr. Ashish Gupta
93	Mr. Rajesh Jaiswal
94	Mr. Naresh Kr. Yadav
95	Mr. Sandeep Kr. Khatak
96	Mr. K.C. Singh
97	Mr. Shiv Ranjan Sinha
98	Mr. Krishan Kr. Saini

For NEOLITE INDUSTRIES



Schedule 2

Employee List

	Name Of Employee's
99	Mr. Pawan Kr. Vashist
100	Mr. Kewal Krishan
101	Mr. Lalatendu Pradhan
102	Mr. Anil Kr. Shrivastav
103	Mr. Sunil Kr. Panwar
104	Mr. Jatin Bhutani
105	Mr. Siddharth Kr. Luthra
106	Mr. Mithlesh Singh
107	Mr. Ram Ashrey
108	Mr. Khushal Singh
109	Mr. Mitthu Lal
110	Mr. Ashok Kumar
111	Mr. Man Singh Chauhan
112	Mr. Sonveer Yadav
113	Mr. Rohit Jain
114	Mr. Hari Mangal Singh
115	Mr. Rajman Yadav
116	Mr. Naveen Joshi
117	Mr. Sandeep Gosain
118	Mr. Nirbhay Kr. Singh
119	Mr. Daya Shanker Singh
120	Mr. Ishwari Dutt Upreti
121	Mr. Harish Puri
122	Mr. Sanjay Jain
123	Mr. Subhashish Sen
124	Mr. Sachin Wadhwa
125	Mohd. Kaishulla
126	Mr. Ajay Bhansali
127	Mr. Jai Kumar
128	Mr. Nand Ballabh Joshi
129	Mr. Sameer Bahal
130	Mr. Krishna Nand
131	Mr. Manish Sharma
132	Mr. Mohan Singh Bisht
133	Mr. T.S. Ubhi
134	Mr. Ritesh Rajput
135	Mr. Harish Chand Upreti
136	Mr. Rajesh Soni
137	Mr. Daya Shankar Singh
138	Mr. Anand Vallabh Pandey
139	Mr. Jagdish Nath
140	Mr. Permanand Sharma
141	Mr. Dhan Singh Bora
142	Mr. Ghan Shyam
143	Mr. Deepak Kumar
144	Mr. Kaushal Kishore
145	Mr. Mohan Singh Pilkhwal
146	Mr. Subhash Jain
147	Mr. Satish Chandra Joshi

For NEOLITE INDUSTRIES

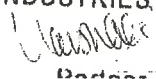
A. K. Sharma

Employee List

Schedule 2

	Name Of Employee's
148	Mr. Sanjay Dhar
149	Mr. Alok Prakash Singh
150	Mr. Anil Kumar Sharma
151	Mr. Balram Yadav
152	Mr. Ashok Kumar Yadav
153	Mr. Anoop Singh
154	Mr. Deepak Kumar (A/c)
155	Mr. Manoj Kamat
156	Mr. Swatantar Kr. Singh
157	Mr. Vijay Kr. Sharma
158	Mr. Devi Singh Dhanotia
159	Mr. Jitesh Kashinath Chivate
160	Mr. Lalit Mohan Adhikari
161	Mr. Paramender Kr. Mishra
162	Mr. Balwinder Singh
163	Mr. Mukesh Kumar
164	Mr. Rajiv Bhasin
165	Mr. Akhilanand Shukla
166	Mr. Amiya Kanta Das
167	Mr. Tarun Sharma
168	Mr. Jalandhar Swain
169	Mr. Amandeep Singh
170	Mr. Shiv Pal Sisodia
171	Mr. Sunil Kr. Gupta
172	Mr. J. Shiv Kr. Giri
173	Mr. Devashish Roy
174	Mr. Rud Singh
175	Mr. V. Sivaraman
176	Mr. Samarendra Sahani
177	Mr. Kamal Kanta Sahu
178	Mr. Pavan Jangra
179	Mr. Vinod Shah
180	Mr. Rajiv Ranjan
181	Mr. Philip Thomas
182	Mr. Rajesh Kr. Gautam
183	Mr. Ravinder Tudu
184	Mr. Yogesh Sharma
185	Mr. Bhupender Kr. Rai
186	Mr. Abdul Rehman Karzvi
187	Mr Prateek Sharma
188	Mrs Jiji Joseph
189	Mr. Deepak Bhardwaj
190	Mr. Satish Chand
191	Mr. Kislay Kumar
192	Mr. Naresh Kr. Sharma
193	Mr. Ishwar Chander Miahanty
194	Mr. Ajay Kr. Verma
195	Mr. Surjeet Chandel
196	Mr. Anirudh Kr, Yadav

For NEOLITE INDUSTRIES



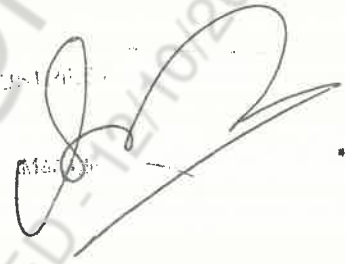

Employee List

	Name Of Employee's
197	Mr. Naveen Sharda
198	Mr. Mukul Sharma
199	Mr. Sanjay Gupta
200	Mr. William Sachang

For NEOLITE INDUSTRIES

Vaishali
Partner

NEOLITE INDUSTRIES



CONFIDENTIAL

Shubhamjinhunwala@rathi.com

NEOLITE ZKW LIGHTINGS PRIVATE LIMITED - 2025 09:48 PM

Schedule 3

List of Liabilities

B **LIABILITIES (As detailed in the Financial Statements as on 14/12/2007)**

- 1 Secured Loans
- 2 Unsecured Loans
- 3 **Current Liabilities & Provisions**
 - a Sundry Creditors
 - b Statutory Liabilities
 - c Expenses Payable
 - d Advances from Customers
 - e Employee Benefits

For NEOLITE INDUSTRIES.

Narsali
Partner

NEOLITE INDUSTRIES

Schedule 4

List of Lien or encumbrances for taxes on Assets

Assets Given on Lien

Nil

For NEOLITE INDUSTRIES

Shubham
Partner

NEOLITE INDUSTRIES

2

olite Industries

Schedule 5

List of Present Contracts

S. No	Contractee Name	Nature of Contract
1	M/s Tata AIG General Insurance Company Ltd	Insurance
2	Labour Contractors	Labour Supply
4	All Suppliers	Material Supply
5	All Employee	Employment
6	All Customers	Sale Contracts

For NEOLITE INDUSTRIES.

Mamela
Partner

NEOLITE INDUSTRIES

Schedule 6**Neolite Industries
List of Approvals Consents and Certificates**

S. No	Details	Nature
1	Pollution Control Consent	Statutory Requirement of State Govt.
2	Factory License	Statutory Requirement under Factory Act
3	Provident Fund Registration	Statutory Requirement under PF Act
4	ESI Registration	Statutory Requirement under ESI Act
5	Electricity Connection	Agreement with HSEB
6	Bank Accounts	With Syndicate Bank
7	Excise	Statutory Requirement
8	Sales Tax/Vat	Statutory Requirements
9	Service Tax	Statutory Requirements
10	Lease Agreement	Rent Agreement
11	All Employees	Employment
12	Insurance	Insurance
13	Business Contracts	Business

For NEOLITE INDUSTRIES

Partner

