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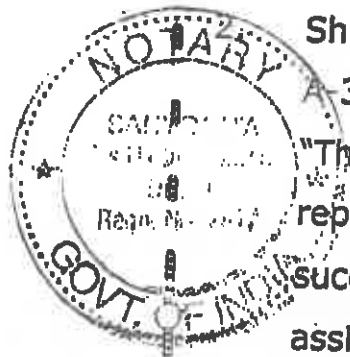
AA 935354

MEMORANDUM OF FAMILY SETTLEMENT

This Memorandum of Family Settlement (MOFS) signed on this 13th day of April 2012 pursuant to and in confirmation of the oral understanding of the Family Arrangement already arrived at New Delhi on 22nd March 2012 by and amongst

1. Sh. S.P.Kanwar aged about 59 years s/o Late Dr. Raunaq Singh R/o A-3 Greater Kallash Part-I New Delhi hereinafter referred to as "the Party of the First Part" which expression shall, unless repugnant to the context or meaning thereof include his successors heirs, executors, administrators, nominees and assigns

Sh. Sameer Kanwar aged about 34 years s/o Sh. S.P.Kanwar R/o A-3 Greater Kallash Part-I New Delhi hereinafter referred to as "The Party of the Second Part" which expression shall, unless repugnant to the context or meaning thereof include their successors, heirs, executors, administrators, nominees and assigns)



Sameer

[Signature]



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3. Sh. Sachit Kanwar aged about 29 years S/o Sh. S.P.Kanwar and R/o A-3 Greater Kallash, Part-I, New Delhi -110048., hereinafter referred to as party of the third part which expression shall unless repugnant to the context or meaning thereof include his successors, heirs, executors, administrators, nominees and assigns)

AND

4. Vibrant Finance & Investment Pvt. Ltd. a Company Incorporated under the provisions of the Companies Act, 1956 having its registered office at A-3, Greater Kallash, Part-I, New Delhi - 48 through its director Sh. S.P.Kanwar authorized by the Board of Directors in their meeting held on 9th April, 2012 which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns (hereinafter also referred to as Confirming Party No. 1)

Sachit Kanwar

[Signature]

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5. Ultra Consultants (P) Ltd, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-3 Greater Kailash Part-I, New Delhi - 110048 through its director Sh. Sameer Kanwar authorized by the Board of Directors in their meeting held on 5th April, 2012 Which expression shall unless repugnant to the context or remaining thereof include its successors and permitted assigns (hereinafter also referred to as Confirming Party No. 2)
6. Future Consultants (P) Ltd, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-3 Greater Kailash Part-I, New Delhi - 110048 through its director Sh. S.P. Kanwar authorized by the Board of Directors in their meeting held on 9th April, 2012 Which expression shall unless repugnant to the context or remaining thereof include its successors and permitted assigns (hereinafter also referred to as Confirming Party No. 3)
7. Cliplok Simpak (India) Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1009, Surya Kiran Building 19, Kasturba Gandhi Marg, New Delhi - 110001 through its director Sh. P.C. Kothari authorized by the Board of Directors in their meeting held on 9th April, 2012 Which expression shall unless repugnant to the context or remaining thereof include its successors and permitted assigns (hereinafter also referred to as Confirming Party No. 4)
8. Raunaq ABM India Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-3 Greater Kailash Part-I, New Delhi - 110048 through its director Sh. S.P. Kanwar authorized by the Board of Directors in their meeting held on 9th April, 2012 Which expression shall unless repugnant to the context or remaining thereof include its successors and permitted assigns (hereinafter also referred to as Confirming Party No. 5).
- Gulab Merchandise Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 9/12, Lal Bazar Street, Block-B, 3rd Floor, Room No.-10, Kolkatta, West Bengal, India - 700001 through its director Sh. Sachit Kanwar authorized by the Board of Directors in their



Sameer \$ = Sameer

meeting held on 9th April, 2012 Which expression shall unless repugnant to the context or remaining thereof include its successors and permitted assigns (hereinafter also referred to as Confirming Party No. 6)

10. Samreet Investments & Management Consultancy Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-3 Greater Kailash Part-I, New Delhi - 110048 through its Director Sh.S.P.Kanwar authorized by the Board of Directors in their meeting held on 10th April, 2012 which expression shall unless repugnant to the context or remaining thereof include its successors and permitted assigns (hereinafter also referred to as Confirming Party No. 7)

WHEREAS

- a. The Parties of the First, Second and Third parts are related to one another and constitute the "S.P.Kanwar Family" also referred to as the "Family".
- b. The family is known more prominently as group belonging to S.P.Kanwar Group in the business & social circles.
- c. The family started business in undivided India with father of Sh. S.P.Kanwar as head and over the years it attained a reputation of leading Industrial Group with interest in automotive gears & components, international trade & in construction of Turnkey Projects in Thermal/ Hydro Power Projects. Sh. S.P.Kanwar is in business since 1978 in the manufacturing of automotive gears & Components. Sh. S.P.Kanwar was made the Joint Managing Director of M/s Bharat Gears Ltd. (Listed Company) In the year 1983 and after that under the dynamic leadership of Sh. S.P.Kanwar (after the demise of his father) company attained great heights and today it is the leader in Manufacturing of Automotive gears and components. Present turnover of the group is Rs. 550 Crores. Sh.S.P.Kanwar (Chairman & MD) is assisted by his son & Joint Managing Director Sh.Sameer Kanwar. Similar is the saga of Raunaq International Ltd. (Listed Company) headed by Sh. S.P. Kanwar and ably assisted by Sh. Sachit Kanwar (Son). Raunaq International Ltd. is a leading concern & specializes in construction of High Power Projects (Piping). There are other Pvt.



Sameer S.P. Kanwar

Ltd. Companies in the group as per detail given in the statement annexed which holds shares in the listed companies as stated above. Besides Sh. S.P.Kanwar holds shares in the listed companies and Pvt. Companies. These Pvt. Companies are owned inter alia by the family. Till recently family has been working as a unit. But due to passage of time there has been wear & tear in the relations among the family members and there are serious differences with regard to ownership/management of various companies/properties, which it is feared if not resolved, may result in conflict and disputes may land in court(s) for prolonged litigation and thus may endanger the solvency of various companies. Through the efforts of family friend Sh. Rajeev Chandra Rastogi various disputes/differences have been resolved and family has reached an oral understanding to maintain peace & harmony in the family.

- d. The Companies namely Vibrant Finance & Investment Pvt Ltd., Ultra Consultants (P) Ltd, Future Consultants (P) Ltd, Cliplok Simpak India (P) Ltd, Raunag ABM India Ltd, Gulab Merchandise Pvt. Ltd. & Samreet Investments & Management Consultancy Pvt. Ltd. are confirming parties and have agreed to abide by the terms of the family settlement.

NOW, THEREFORE, THIS MEMORANDUM OF FAMILY ARRANGEMENT AND SETTLEMENT RECORDS THE ORAL SETTLEMENT ARRIVED AT BETWEEN THE PARTIES, WITNESSES AS UNDER:

1.0 Scope and Purpose of MOFS

- (i) The Parties to settlement orally arrived at are all connected with the same bloodline and till date have lived in mutual peace and harmony. The oral family settlement insofar as the family property and business is concerned has been arrived at with an intention and purpose of retaining peace in the family and avert any conflict or dispute amongst the parties which may arise in future regarding the family property and business. The Parties hereto have acknowledged and conformed to the oral family settlement to conclusively determine the shares and interest of all the Parties by metes and bounds in the family property and business. The Parties have already verbally and mutually agreed upon the terms of



Brammal * = Rajeev

the family settlement recorded herein and have confirmed it to be the full and final determination of individual share in the family property and in order to eliminate any confusion in future regarding the terms of the family settlement, the Parties have unanimously consented and thought it to be fit, proper and appropriate, to record the terms of the family settlement in writing.

(ii) The Parties hereto shall not revoke the oral family settlement arrived at and recorded in MOFS under any circumstances whatsoever. The oral family settlement shall be binding on all the Parties mentioned herein from the date of oral settlement i.e. _____.

(iii) The Parties agree to bind themselves by the terms of the oral family settlement and treat/accept the division of the family properties and business as a full and final partition of properties and businesses forming the subject matter of this **MEMORANDUM OF FAMILY SETTLEMENT**.

(iv) The Parties herein shall have no interest existing in the property and business, which is the subject-matter of this MFS after its signing except to the extent of interest/share which is vested upon the respective party/ies by way of the oral family settlement recorded in MFS.

1.1

(i) As per the Family Settlement It has been decided that Sh. S.P.Kanwar & Sh.Sameer Kanwar along with entities belonging to Sh.S.P. Kanwar /Sh.Sameer Kanwar shall have the exclusive and separate ownership, management and control of Bharat Gears Ltd. along with its business, interest, assets and liabilities which are presently owned, controlled and/or managed jointly by Party of First, Second and Third Part and by confirming parties through their shareholdings in Bharat Gears Limited. It is mutually agreed that the shares held by Sh. S.P.Kanwar in Bharat Gears Ltd after his demise shall stand bequeathed to Sh.Sameer Kanwar.



Sameer S.P. Kanwar

2.(i) As per the Family Settlement it has been decided that Sh.S.P.Kanwar(Party of the First Part)/Sh.Sachit Kanwar (Party of the Third Part) alongwith entities belonging to Sh.S.P.Kanwar/Sachit Kanwar shall have the exclusive and separate ownership, management and control of M/s Raunaq International Ltd. along with its business interest, assets and liabilities which are presently owned, controlled and or managed jointly by Party of Second Part & its entities. It is mutually agreed that the shares held by Sh. S.P.Kanwar in Raunaq International Ltd. (after his demise) shall stand bequeathed to Sh.Sachit Kanwar to vest with the later, the exclusive control of M/s Raunaq International Ltd.

3.(i) As agreed between the parties to this settlement, the business, ownership control of Vibrant Finance & Investments Company (P) Ltd. shall be vested with Sh. Sachit Kanwar/Sh.S.P.Kanwar party of the Third Part/First Part and as a consequential effect Sh. Sameer Kanwar, the existing Director will resign from the Board of Vibrant Finance & Investment (P) Ltd. immediately upon signing the Memorandum of Family Settlement. It is mutually agreed that eventually effective control and management and ownership of Vibrant Finance & Investment (P) Ltd shall vest with Sh. Sachit Kanwar & shares held by Sh. S.P.Kanwar in Vibrant Finance & Investment (P) Ltd shall (after his demise) be bequeathed to Sh.Sachit Kanwar party of the third Part.

(ii) As agreed Sh. Sameer Kanwar (Party of the second part) who is holding 125000 equity shares in M/s Vibrant Finance & Investments (P) Ltd. will immediately execute the transfer deed in favour of Sh. Sachit Kanwar / Sh. S.P.Kanwar, Party of the Third Part/First Part without any consideration.



As agreed between the parties but subject to the provisions of law immovable property at A-3 Grater Kailash Part-I presently standing in the name of Vibrant Finance Investments Co. (P) Ltd. shall vest with Sh. Sachit Kanwar in his individual capacity. And to give effect to the same, Vibrant Finance & Investments (P) Ltd will execute the necessary documents as and when law permits.

Sameer Kanwar *Sachit Kanwar*

- (iv) M/s Vibrant Finance & Investments (P) Ltd is holding 132804 equity shares of M/s Bharat Gears Ltd. It is agreed between the parties that whenever M/s Vibrant Finance & Investments (P) Ltd. wants to dispose off its holding in M/s Bharat Gears Ltd, it will first make offer of sale of shares of Bharat Gears Ltd at not more than prevailing market price to Sh.S.P.Kanwar / Sh.Sameer Kanwar and in case of their refusal to buy the shares at an offered price of not more than prevailing market price, M/s Vibrant Finance & Investments (P) Ltd will be free to sell/dispose the holdings to any person/party.
- (v) As agreed between the parties, investments of 46,600 equity shares held by M/s Vibrant Finance & Investments (P) Ltd. in Ultra Consultants (P) Ltd. shall vest with Sh.S.P.Kanwar. It is agreed that shares held by Sh.S.P. Kanwar in Ultra Consultants (P) Ltd. (after his demise) will stand bequeathed to Sh.Sameer Kanwar.
- (vi) As agreed between the parties, Sh.S.P. Kanwar will transfer his holdings (46,600 Shares) in M/s Raunaq International Ltd. to Vibrant Finance & Investments (P) Ltd. in view of para (v) above.
4. As agreed between the parties, Sh.Sachit Kanwar will transfer his holdings of 9840 shares in Ultra Consultants Pvt. Ltd. to Sh.Sameer Kanwar / Sh.S.P.Kanwar without any consideration.
5. (i) As agreed between the parties to this settlement, the business, ownership control of Cliplok Simpak (India) Pvt. Ltd. shall be vested with Sh.Sachit Kanwar / Sh.S.P.Kanwar party of the Third Part/First Part and as a consequential effect Sh. Sameer Kanwar, the existing Director will resign from the Board of Cliplok Simpak (India) Pvt. Ltd. Immediately upon signing the Memorandum of Family Settlement.
- (ii) As agreed Sh.Sameer Kanwar (Party of the second part) who is holding 5000 equity shares in M/s.Cliplok Simpak (India) Pvt.,Ltd. will immediately execute the transfer deed in favour



Sameer Sachit

of Sh.Sachit Kanwar / Sh.S.P.Kanwar, Party of the Third Part/First Part without any consideration. It is mutually agreed that eventually effective control and management and ownership of Cliplok Simpak (India) Pvt. Ltd. shall vest with Sh. Sachit Kanwar & shares held by Sh. S.P.Kanwar in Cliplok Simpak (India) Pvt. Ltd. (after his demise) shall stand bequeathed to Sh.Sachit Kanwar party of the Second Part.

6. As agreed between the parties to this settlement, the business, ownership control of Raunaq ABM India Ltd. shall be vested with Sh.Sachit Kanwar / Sh.S.P.Kanwar / Sh.Sameer Kanwar party of the Third Part / First Part / Party of the Second Part. It is mutually agreed that eventually effective control and management and ownership of Raunaq ABM India Ltd. shall vest with Sh. Sameer Kanwar & Sachit Kanwar. Shares held by Sh. S.P.Kanwar in Raunaq ABM India Ltd. (after his demise) shall stand bequeathed to Sh.Sameer Kanwar & Sh.Sachit Kanwar equally party of the Second Part and party of the Third Part.

7. As agreed between the parties to this settlement, the business, ownership control of Gulab Merchandise Pvt. Ltd. shall be vested with Sh. Sachit Kanwar / Sh.S.P.Kanwar party of the Third Part/First Part. It is mutually agreed that eventually effective control and management and ownership of Gulab Merchandise Pvt. Ltd. shall vest with Sh.Sachit Kanwar & shares held by Sh.S.P.Kanwar in Gulab Merchandise Pvt. Ltd. (after his demise) shall stand bequeathed to Sh.Sachit Kanwar party of the Third Part.



As agreed between the parties to this settlement, the business, ownership control of Samreet Investments & Management Consultancy Pvt. Ltd. shall be vested with Sh. Sameer Kanwar / Sh.S.P.Kanwar party of the Second Part/First Part and as a consequential effect Sh.Sachit Kanwar, the existing Director will resign from the Board of Samreet Investments & Management Consultancy Pvt. Ltd. Immediately upon signing the Memorandum of Family Settlement.

(ii) As agreed Sh.Sachit Kanwar (Party of the Third Part) who is holding 5000 equity shares in M/s.Samreet Investments & Management Consultancy Pvt. Ltd., will immediately execute

Sameer \$ = Sachit

the transfer deed in favour of Sh.Sameer Kanwar / Sh.S.P.Kanwar, Party of the Second Part/First Part without any consideration. It is mutually agreed that eventually effective control and management and ownership of Samreet Investments & Management Consultancy Pvt. Ltd. shall vest with Sh.Sameer Kanwar & shares held by Sh.S.P.Kanwar in Samreet Investments & Management Consultancy Pvt. Ltd. (after his demise) shall stand bequeathed to Sh.Sameer Kanwar party of the second Part.

9. As agreed between the parties, Sh.S.P.Kanwar will transfer his jewellery as per sheets attached equally in favour of Sh. Sachit Kanwar & Sh.Sameer Kanwar or any of their nominees.
10. All the Parties, the Party of the First Part, Party of the second Part Party of Third Part and Confirming Parties 1 to 7 have agreed that they will execute all necessary documents including but not limited to transfer letters to the concerned authorities, transfer deeds, relinquishment deeds, release deeds, gift deeds, possession letters, no objection certificate, undertaking, affidavit, power of attorneys to transferee its nominee, wills, perpetual lease deed etc. and any other document that may be required at any time for giving effect to the terms of this settlement, whether by any statutory authority or by the parties amongst each other.
11. Further, the party of the First Part, the party of the Second Part and confirming party No.1 have agreed that they would present themselves as and when and as many times as may be required by any authority for effectuating the transfer of any Immovable property referred in Para 3.(III) of this Memorandum of Family Settlement.

It is clarified and confirmed that on signing of this Memorandum of Family settlement all the parties comprised in First Part, Second Part, Third Part and confirming parties First to Seventh, have relinquished and released whatever rights, title, interest or the like that they have and might have in future in respect of the properties which have been allocated to other part. Each of them has undertaken to



Samir Sachit

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execute all deeds, writings, powers of attorney and any other document as the case may be in favour of the party of the other part as per his instructions. It is affirmed & confirmed by party of each part (including confirming parties) that it has not created any lien or will etc. contrary to this Memorandum and if found so, the same shall be treated as NULL & Void.

13. That the parties undertake to comply with the terms of this settlement in good faith and without prejudice to the interests of the other party. Each party will be entitled to get this Memorandum of Family Settlement specifically enforced and performed.
14. The Parties here to record that as they shall, in spirit of mutual cooperation, render at all times all reasonable assistance to each other to facilitate all steps / measures, if any required pursuant to or in implementation of the Family Settlement already arrived including the furnishing of any information or documents in its possession, which the other party may require.
15. The Parties have caused the board of Directors of respective Companies to take note of and ratify this Memorandum of Family Settlement in by their respective Boards; Incorporating an explicit clause (s) that their Companies are Parties to Family Settlement.
16. That the Parties hereto have agreed that upon the signing of this Memorandum of Family Settlement the present occupiers/holder/owners will hand over peaceful possession along with all the relevant files of the previous year of title and other documents of the Immovable properties to the parties whose shares the immovable properties have fallen in terms of this Memorandum of Family Settlement.



The parties declare that the Family Settlement recorded herein is absolutely final without any qualification whatsoever and is fully binding upon all the parties including confirming parties hereto, and their respective heirs, executors, administrators, nominees and assigns. The parties shall not

Bramma *[Signature]* *[Signature]*

purport to assign their rights and obligations under this settlement unless expressly provided in this settlement. The parties shall inform the others of their intention to make such assignment, if permitted in terms of this settlement.

18. The parties have represented and warranted to each other of their clear title and ownership in the assets forming the subject matter of this agreement. The parties have further agreed that if at any stage any defect whatsoever is found in their title and /or ownership the concerned part transferring party alone will be responsible and the transferring party undertakes to indemnify the transferee for any loss, damage cost consequences etc it may suffer. The defaulting party undertakes to settle any such dispute directly and failure of any party to do so, will entitle the other party to claim all such losses, interest and damages from the defaulting party.
19. All the parties to this Memorandum hereto acknowledge that each of them have signed this Memorandum as correct and accurate record of Family Settlement arrived at among them, of his/her own free will and without any undue influence or coercion or duress.
20. All the parties declare, agree and accept that with the signing of this Memorandum, none of the parties to this Memorandum shall have any other claims, personal or otherwise against any of the other parties to this Memorandum.
21. The parties are at liberty to approach the "Common family Friend Sh. Rajeev Chandra Rastogi". In case of any difficulty in implementing this Settlement and if need be for enforcement of the terms of this Memorandum.
22. This Memorandum of Family Settlement will be executed in original counterparts. One each for the Party of the First Part, Second Part, Third Part and confirming parties.

IN WITNESS WHEREOF the parties have hereunto set their respective hands





the day and year first above mentioned signed by the party of the first part comprising:

1. S.P.Kanwar

S.P. Kanwar

(Party of the First Part)

Sameer Kanwar

2. Sameer Kanwar

(Party of the Second Part)

Sachit Kanwar

3. Sachit Kanwar

(Party of the Third Part)

4. For & on behalf of Vibrant Finance & Investments Pvt. Ltd.

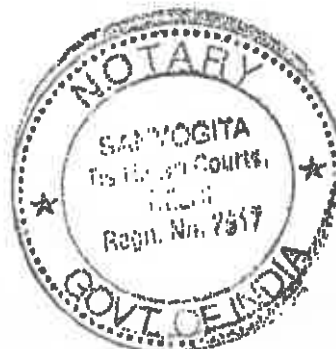
S.P. Kanwar

(Authorised Signatory)

5. For & on behalf of Ultra Consultants (P) Ltd.

Ultra Consultants (P) Ltd.

(Authorized Signatory)



6. For & on behalf of Future Consultants (P) Ltd.

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(Authorized Signatory)

7. For & on behalf of Cliplok Simpak India (P) Ltd.

[Signature]

(Authorized Signatory)

8. For & on behalf of Raunaq ABM India Ltd.

Bramma

(Authorized Signatory)

9. For & on behalf of Gulab Merchandise Pvt. Ltd.

[Signature]

(Authorized Signatory)

10. For & on behalf of Samreet Investments
& Management Consultancy Pvt. Ltd.

Bramma

(Authorized Signatory)

Witnesses

1. Name: *RATIV C RASTOGI*

Address:

Phone No:

ID Card No:

Rajiv Chandra



2. Name: M.K. MADAAN. *M.K. Madan*

Address: 1003 Kailash Building K.G. Marg. New Delhi: 110001

Phone No: 9818465333

ID Card No:

3. Name: P. C Kothari *P. C Kothari*

Address: G. 45 Jangpura Ext. New Delhi

Phone No: 9811505537

ID Card No: AAGPK 9374D



ATTESTED
NOTARY PUBLIC DELHI
13 APR 2012