

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is made effective as of 13<sup>th</sup> day of October, 2022

### BY AND BETWEEN

**KAYNES TECHNOLOGY INDIA LIMITED**, a public company incorporated under the provisions of the Companies Act, 1956 bearing Corporate Identification Number U29128KA2008PLC045825, having its registered office at #23-25, Belagola Food Indl. Estate, Metagalli PO, Mysore - 570 016, Karnataka, India (hereinafter referred to as "**KTIL**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns), of the **FIRST PART**;

### AND

**KAYNES ELECTRONICS MANUFACTURING PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, bearing corporate identification number U29299KA2022PTC159417 and having its registered office at #23-25, Belagola Food Industrial Estate, Metagalli PO, Mysore Mysore Mysore KA 570016, Karnataka, India (herein after referred to as "**KEMPL**", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns), of the **SECOND PART**.

(KTIL and KEMPL are individually referred to as the "**Party**" and collectively as the "**Parties**".)

### WHEREAS:

- A. KTIL and KEMPL are both engaged in the business of Manufacturing and sale of Electronic products and related sub assemblies
- B. KTIL has, vide Allotment Letter dated 04.04.2022 ("**Allotment Letter**"), been allotted on lease cum sale basis for a period of 10 (ten) years, [28359.00 sq. meters of land] at Plot No. 27 in Badanguppe Kellamballi Industrial Area, in SY No. 388, 387, 118, 241 & 517 of Kellamballi Village, Kasaba hobli, Chamarajanagar Taluka, Chamarajanagar district- 571313, Karnataka, India ("**KTIL Space**") by the Karnataka Industrial Areas Development Board ("**KIADB**") for establishment of unit for "Electronic Assemblies, Box Build Cable Harness, Electro Mechanical Assemblies".
- C. KTIL desires to transfer, assign and/or lease the KTIL Space to KEMPL for use by KEMPL for its business purposes and has requested for transfer of the correspondence documents in this regard including the Allotment Letter to KEMPL vide a Letter dated 01.08.2022 to **KIADB** ("**Approvals**")





**KAYNES TECHNOLOGY INDIA LIMITED**  
(Formerly Kaynes Technology India Private Limited)

CIN : U29128KA2008PLC045825



- D. The Parties are now entering into this MOU to detail the terms and conditions of their understanding.

**NOW THIS MOU WITNESSETH AS FOLLOWS:**

1. Subject to receipt of Approvals from KIADB, KTIL shall, transfer /assign the correspondence documents with KIADB including the Allotment Letter to the name of KEMPL.
2. In the event of non-receipt of such Approvals, KTIL shall sub-lease the KTIL Space on a long term lease (the term shall be agreed mutually by the Parties) to KEMPL subject to necessary permissions from KIADB with respect to sub-lease.

and as consideration for same, KEMPL shall make monthly payments to KTIL ("Consideration") upon receipt of invoice thereto from KTIL. Consideration shall be inclusive of all applicable taxes and similar fees or charges. KEMPL shall be liable to withhold appropriate tax as per extant laws.

3. This MOU has been entered into by the Parties on an arms length basis and in the ordinary course of business. All approvals required to be taken by each of the Parties to the MOU have been obtained and each Party confirms that no additional consideration or benefit is being provided to the other Party, other than as detailed in this MOU.
4. All applicable taxes will be borne by the respective Party, to whom it shall be applicable.
5. It is hereby agreed to between the Parties that, each Party shall be responsible for all statutory obligations/compliances arising out of or in relation to the subject matter of this MOU.
6. This MOU does not constitute a sale, lease or sub-lease of the KTIL Space.
7. This MOU is a continuous agreement and shall remain valid from the date of this MoU ("Term"), unless terminated by either Party by providing written notice of 180 days thereto to the other Party.
8. Both parties confirm that no portion of the proceeds from the proposed IPO will be paid to any other person(s) pursuant to this MoU.
9. Parties agrees to indemnify and hold harmless the other Party from and against any and all losses, penalties, judgements, suits, costs, claims, liabilities, assessments, damages and expenses incurred by or asserted against the other Party as a result of, relating to or arising out of breach of any of the terms and conditions of this MOU.
10. Any notices or other communications required or permitted hereunder shall be sufficient if given or sent by registered or certified mail, postage prepaid to the signatories of this MOU, to the addresses set forth in this MOU.
11. If either Party's performance or any of its obligations hereunder is prevented, restricted

*Jaina Nampal*



*[Handwritten signature]*









or interfered with, by reason of any act or condition whatsoever beyond its reasonable control (each such occurrence being hereinafter referred to as "Force Majeure"), then such Party shall be excused from such performance to the extent of such prevention, restriction and interference. In case either Party is unable to perform any material obligation under this MOU for a continuous period of 15 (fifteen) days because of any Force Majeure, then either Party shall have the right to terminate this MOU forthwith.

12. This MOU is not assignable by either Parties in whole or in part without the prior written consent of the other Party.
13. No failure by either Party hereto to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either Party preclude any other or future exercise of any right hereunder by that Party.
14. If any part of this MOU is deemed invalid, void, or for any reason unenforceable, that part of the MOU will be deemed severable and will not affect the validity and enforceability of any remaining part of the MOU.
15. This MOU sets forth the entire agreement and understanding between the Parties and supersedes all prior and contemporaneous negotiations and agreements between them, written or oral, relating to the subject matter hereof.
16. This MOU may be modified, amended or rescinded only by a written agreement executed by both Parties.
17. This MOU shall be construed and governed in all respects by the laws of India. Any disputes or differences shall be subject to the exclusive jurisdiction of the Courts of Mysore, India.

IN WITNESS WHEREOF, the undersigned have set their hands on the date mentioned, signed and sealed for and on behalf of.

<p>For <b>KAYNES TECHNOLOGY INDIA LIMITED</b></p> <p>Authorised Signatory</p> <p></p> <p>Name: <b>JAIRAM P. SAMPATH</b></p> <p>Designation: <b>DIRECTOR</b></p> 	<p>For <b>KAYNES ELECTRONICS MANUFACTURING PRIVATE LIMITED</b></p> <p>Authorised Signatory</p> <p></p> <p>Name: <b>RAMESH KUNHIKANNAN</b></p> <p>Designation: <b>DIRECTOR</b></p> 
--	---