

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 17/10/2023

Certificate No. G0Q2023J691



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 108334209



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: General motors India Pvt ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99*****21



Buyer / Second Party Detail

Name : Hyundai Motor India limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99*****21

Purpose : ASSET PURCHASE AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

THIS STAMP PAPER FORMS AN INTEGRAL
PART OF THE AMENOMENT TO ASSET PURCHASE
AGREEMENT DATED 17 OCTOBER 2023 EXECUTED
BETWEEN GENERAL MOTORS INDIA PVT. LTD. AND
HYUNDAI MOTOR INDIA LTD.



Q. P. De'

AMENDMENT TO ASSET PURCHASE AGREEMENT

between

GENERAL MOTORS INDIA PRIVATE LIMITED

and

HYUNDAI MOTOR INDIA LIMITED

dated

17 October 2023



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AMENDMENT TO ASSET PURCHASE AGREEMENT

This Amendment to Asset Purchase Agreement (“**Amendment Agreement**”) is made on this 17th day of October 2023 (the “**Execution Date**”) and is effective from 15th day of October 2023 (the “**Effective Date**”) by and between:

1. **GENERAL MOTORS INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 of the Republic of India and having its registered office at Office No. 03-107-B, 3rd Floor, WeWork BlueOneSquare, 246, Phase IV, Udyog Vihar, Gurugram, Haryana-122016 (hereinafter referred to as “**GM INDIA**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and
2. **HYUNDAI MOTOR INDIA LIMITED**, a company incorporated under the Companies Act, 1956 of the Republic of India and having its registered office at Plot No. H-1, SPICOT Industrial Park Irrungattukottai, Sriperumbudur Taluk, Kancheepuram District, Tamil Nadu, India – 602 117 and corporate office at Plot No. 11& 11A, City Centre, Urban Estate – II, Sector 29, Gurgaon, Haryana, India – 122002 (hereinafter referred to as “**HMI**”, which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns).

GM INDIA and HMI are hereinafter individually referred to as a “**Party**”, and collectively referred to as the “**Parties**”.

WHEREAS:

- A. The Parties entered into that certain Asset Purchase Agreement dated August 16, 2023 (the “**Original Agreement**”). Capitalized terms not defined herein have the meanings assigned such terms in the Original Agreement.
- B. The Parties wish to amend the Original Agreement to change the Long Stop Date contained in Clause 5.3 of the Original Agreement.
- C. Accordingly, the Parties are entering into this Amendment Agreement in accordance with Clause 14.15 of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and intending to be legally bound hereby, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AMENDMENT TO CLAUSE 5

- 1.1. Clause 5.3 of the Original Agreement is deleted in its entirety and replaced with the following:

“The Parties shall take such steps as required under Clause 5.1 to fulfil their respective Conditions Precedent (unless waived in accordance with this Agreement) on or before October 31, 2023 (the “**Long Stop Date**”). Any extension of the Long Stop Date shall be with mutual agreement in writing of the Parties.”

2. MISCELLANEOUS

- 2.1. Effectiveness of this Amendment Agreement. This Amendment Agreement is effective as of the



Effective Date.

- 2.2. Conflict. The Parties agree that this Amendment Agreement forms part of the Original Agreement, and this Amendment Agreement and the Original Agreement are read as a whole and, together with the Transaction Documents, constitute the entire understanding between the Parties relating to the subject matter of the Original Agreement. In case of conflict between the provisions of this Amendment Agreement and the Original Agreement, the provisions of this Amendment Agreement prevail.
- 2.3. Binding. Except to the extent modified or amended by this Amendment Agreement, all the terms and conditions of the Original Agreement continue to bind the Parties and none of the rights and obligations of any of the Parties, except for the modifications or amendments contained in this Amendment Agreement, are altered or modified in any manner whatsoever.
- 2.4. Representation and Warranty. Each Party, for itself, represents and warrants to the other Party that it has the power to enter into this Amendment Agreement and to exercise rights and perform obligations hereunder and has taken all corporate and other actions required for the execution of this Amendment Agreement, and this Amendment Agreement constitutes a valid and legally binding obligation of such Party, enforceable against it in accordance with the terms hereof.
- 2.5. Counterparts. This Amendment Agreement may be executed in one (1) or more counterparts, each of which when so executed and delivered are deemed an original but all of which together constitute one and the same instrument. Any Party may execute this Amendment Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" or other electronic transmission is as effective as signing and delivering the counterpart in person.
- 2.6. The provisions of Clauses 11 (*Notices*), 12 (*Governing Law and Dispute Resolution*), and 14 (*Miscellaneous*) of the Original Agreement are incorporated herein by reference, except that the references to 'this Agreement' therein are deemed to be references to this Amendment Agreement.

[SIGNATURE PAGES FOLLOW]



A handwritten signature in blue ink, appearing to be "A. R. S.", is written to the right of the Hyundai Motor India Ltd. logo.

Signed and delivered for and on behalf of GENERAL MOTORS INDIA PRIVATE LIMITED

By: _____

Name: Asifhusen Khatri

Title: Director

Non Judicial



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Haryana Government



Date : 03/11/2023

Certificate No. G0C2023K382



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 109074901



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: General motors India Pvt ltd

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 99*****21



Buyer / Second Party Detail

Name : Hyundai Motor India limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99*****21

Purpose : Second Amendment To Asset Purchase Agreement

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

THIS STAMP PAPER FORMS AN INTEGRAL PART OF
THE SECOND AMENDMENT TO ASSET PURCHASE
AGREEMENT DATED 31 OCTOBER 2023 EXECUTED BETWEEN
GENERAL MOTORS INDIA PVT. LTD. AND HYUNDAI
MOTOR INDIA LTD.



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SECOND AMENDMENT TO ASSET PURCHASE AGREEMENT

between

GENERAL MOTORS INDIA PRIVATE LIMITED

and

HYUNDAI MOTOR INDIA LIMITED

dated

31st October 2023



Y. R. H.

AMENDMENT TO ASSET PURCHASE AGREEMENT

This Second Amendment to Asset Purchase Agreement (“**Second Amendment Agreement**”) is made on this 31st day of October 2023 (the “**Execution Date**”) by and between:

1. **GENERAL MOTORS INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 of the Republic of India and having its registered office at Office No. 03-107-B, 3rd Floor, WeWork BlueOneSquare, 246, Phase IV, Udyog Vihar, Gurugram, Haryana-122016 (hereinafter referred to as “**GM INDIA**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns); and
2. **HYUNDAI MOTOR INDIA LIMITED**, a company incorporated under the Companies Act, 1956 of the Republic of India and having its registered office at Plot No. H-1, SPICOT Industrial Park Irrungattukottai, Sriperumbudur Taluk, Kancheepuram District, Tamil Nadu, India – 602 117 and corporate office at Plot No. 11& 11A, City Centre, Urban Estate – II, Sector 29, Gurgaon, Haryana, India – 122002 (hereinafter referred to as “**HMI**”, which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors and permitted assigns).

GM INDIA and HMI are hereinafter individually referred to as a “**Party**”, and collectively referred to as the “**Parties**”.

WHEREAS:

- A. The Parties entered into that certain Asset Purchase Agreement dated August 16, 2023 and the Amendment Agreement dated October 17, 2023 (the “**Original Agreement**”). Capitalized terms not defined herein have the meanings assigned such terms in the Original Agreement.
- B. As per Clause 5.3 of the Original Agreement, the Long Stop Date was October 15, 2023, and by the Amendment Agreement dated October 17, 2023 the Long Stop Date was extended to October 31, 2023. The Parties wish to further amend the Original Agreement to change the Long Stop Date contained in Clause 5.3 of the Original Agreement to December 05, 2023.
- C. Accordingly, the Parties are entering into this Second Amendment Agreement in accordance with Clause 14.15 of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and intending to be legally bound hereby, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. AMENDMENT TO CLAUSE 5

- 1.1. Clause 5.3 of the Original Agreement is deleted in its entirety and replaced with the following:

“The Parties shall take such steps as required under Clause 5.1 to fulfil their respective Conditions Precedent (unless waived in accordance with this Agreement) on or before December 05, 2023 (the “**Long Stop Date**”). Any extension of the Long Stop Date shall be with mutual agreement in writing of the Parties.”

2. MISCELLANEOUS



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- 2.1. Effectiveness of this Second Amendment Agreement. This Second Amendment Agreement is effective as of the Execution Date.
- 2.2. Conflict. The Parties agree that this Second Amendment Agreement forms part of the Original Agreement, and this Second Amendment Agreement and the Original Agreement are read as a whole and, together with the Transaction Documents, constitute the entire understanding between the Parties relating to the subject matter of the Original Agreement. In case of conflict between the provisions of this Second Amendment Agreement and the Original Agreement, the provisions of this Second Amendment Agreement prevail.
- 2.3. Binding. Except to the extent modified or amended by this Second Amendment Agreement, all the terms and conditions of the Original Agreement continue to bind the Parties and none of the rights and obligations of any of the Parties, except for the modifications or amendments contained in this Second Amendment Agreement, are altered or modified in any manner whatsoever.
- 2.4. Representation and Warranty. Each Party, for itself, represents and warrants to the other Party that it has the power to enter into this Second Amendment Agreement and to exercise rights and perform obligations hereunder and has taken all corporate and other actions required for the execution of this Second Amendment Agreement, and this Second Amendment Agreement constitutes a valid and legally binding obligation of such Party, enforceable against it in accordance with the terms hereof.
- 2.5. Counterparts. This Second Amendment Agreement may be executed in one (1) or more counterparts, each of which when so executed and delivered are deemed an original but all of which together constitute one and the same instrument. Any Party may execute this Second Amendment Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" or other electronic transmission is as effective as signing and delivering the counterpart in person.
- 2.6. The provisions of Clauses 11 (*Notices*), 12 (*Governing Law and Dispute Resolution*), and 14 (*Miscellaneous*) of the Original Agreement are incorporated herein by reference, except that the references to 'this Agreement' therein are deemed to be references to this Second Amendment Agreement.

[SIGNATURE PAGES FOLLOW]



A. R. J.

IN WITNESS WHEREOF the undersigned have executed this Amendment Agreement as of the Execution Date.

Signed and delivered for and on behalf of HYUNDAI MOTOR INDIA LIMITED

By: 

Name: Unsoo Kim

Title: Managing Director



Signed and delivered for and on behalf of GENERAL MOTORS INDIA PRIVATE LIMITED

By: _____

Name: Asifhusen Khatri

Title: Director