



GOLDSTONE
TECHNOLOGIES

PEOPLE PROCESS TECHNOLOGY

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URL : www.goldstonetech.com
GSTIN : 36AAACG7478F1ZF
CIN : L72200TG1994PLC017211
E-mail Id : corporate@goldstonetech.com

Date: 10th November, 2023

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| The Manager National Stock Exchange of India Limited Exchange Plaza, Plot C/1, G-Block, Bandra – Kurla Complex, Bandra (E), Mumbai – 400 051. Scrip Code: GOLDTECH | The Manager BSE Limited Phiroze Jeejeebhoy Towers, Dalal Street, Mumbai – 400 001 Scrip Code: 531439 |
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Sub: Intimation under Regulation 30 of SEBI (Listing Obligation and Disclosure Regulations, 2015 as amended from time to time – Entered into a Joint Venture Agreement to with German e-mobility major - Quantron AG.

Dear Sir / Madam,

With reference to the captioned subject matter and pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 and in continuation of our intimation dated 4th November, 2023, this is to inform you that the Company has entered into a Joint Venture Agreement with a German e-mobility major, Quantron AG (“**QAG**”) on 10th November, 2023 to set up a Joint Venture Company in Germany. The Joint Venture Company “JV”) will operate out of Augsburg, in Germany and from Hyderabad, India. The main objective of the Joint Venture Company is to build a unique transaction platform with various digital solutions for meeting the needs of zero-emission fleets (Fleet Operating Companies, Logistics Companies, Automobile companies) in EV and Hydrogen mobility. The JV will develop AI-driven software solutions that can be used independently by the manufacturer (OEM), such as large fleet customers. On the other hand, the JV will also include services and sales functions for making third-party services available for Customers and any other Field as agreed by both JV partners mutually.

The detailed information as required under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 is attached herewith as **Annexure A.**

Kindly take the aforementioned submissions on your records.

Thanking You.

Yours faithfully,

For Goldstone Technologies Limited

Niralee Rasesh Kotdawala

Company Secretary

M. No. – A16934

Encl: a/a



ANNEXURE A

Detailed information as required under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

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| Name(s) of parties with whom the agreement is entered | German e-mobility major, Quantron AG (" QAG ") and Goldstone Technologies Limited (" GTL ") |
| Purpose of entering into the agreement | The main objective of the Joint Venture Company is to develop to build a unique transaction platform with various digital solutions for meeting the needs of zero-emission fleets (Fleet Operating Companies, Logistics Companies, Automobile companies) in EV and Hydrogen mobility. The JV will develop AI-driven software solutions that can be used independently of the manufacturer (OEM), such as large fleet customers. On the other hand, the JV will include services and sales functions for making third-party services available for Customers and any other Field as mutually agreed by both the partners in JV. |
| Shareholding, if any, in the entity with whom the agreement is executed | GTL as on date does not have any shareholding in QAG or any of its subsidiaries, Associate or Group Companies. |
| Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc | As per <u>Annexure A1</u> attached herewith. |
| Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship | No |
| Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms-length." | Mr. Bernd Michael Perschke is appointed as the Non-Executive Director on the board of GTL w.e.f. 10 th August, 2023 and he is also the Chief Executive Officer, Member of the Board and Investor in QAG. Apart from this there is no other connection / relation between the parties. |
| In case of issuance of shares to the parties, details of issue price, class of shares issued; | Initially, both the JV partners i.e Quantron AG and GTL shall subscribe to the shares of the Company as follows: a. QAG shall subscribe to 51,000 Shares (in words: fifty-one thousand Shares) of EUR 1.00 each at a total of EUR 51,000.00, representing 51.00% of the Share Capital of the Company (QAG Shareholding); and |





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| | b. GTL shall subscribe to 49,000 Shares (forty-nine thousand Shares) of EUR 1.00 each at a total of EUR 49,000.00, representing 49.00% of the Share Capital of the Company (GTL Shareholding). |
| Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc; | Details of directors on the board of the JV company shall be as per the terms of the JV agreement mentioned in Annexure A1 enclosed herewith. |
| In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): <ul style="list-style-type: none">- name of parties to the agreement;- nature of the agreement;- date of execution of the agreement;- details of amendment and impact thereof or reasons of termination and impact thereof. | Not applicable |

For Goldstone Technologies Limited

Niralee Rasesh Kotdawala
Company Secretary
M. No. – A16934



Annexure A 1

Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc

1. The Joint Venture Company shall be established in Germany in accordance with the law of the Federal Republic of Germany
2. The name of the Company shall be ROQIT GmbH
3. The initial share capital of the Company shall be EUR 100,000.00 (in words: one hundred thousand Euros) divided into 100,000 shares (Shares) with a nominal value of EUR 1.00 (in words: one Euro) each.
4. Both the JV partners i.e. Quantron AG ("QAG") and Goldstone Technologies Limited ("GTL") shall subscribe to the shares of the Company as follows:
 - a) QAG shall subscribe to 51,000 Shares (in words: fifty-one thousand Shares) of EUR 1.00 each at a total of EUR 51,000.00, representing 51,00% of the Share Capital of the Company (QAG Shareholding); and
 - b) GTL shall subscribe to 49,000 Shares (in words: forty-nine thousand Shares) of EUR 1.00 each at a total of EUR 49,000.00, representing 49,00% of the Share Capital of the Company (GTL Shareholding).
5. Both Parties shall nominate one individual as their representative to carry on the duties of shareholder, including signing, execution of the company incorporation documents, and any such other act/role which is required to be done as a shareholder of the Company. The Company shall have one Managing Director and one CEO. Accordingly, each party is entitled to nominate one Managing Director and CEO whereby QAG has nominated Mr. Michael Perschke (QAG Managing Director), and GTL has nominated Mr. Pavan Chavali as the **CEO** of the JV Company.
6. Both parties shall have voting rights in proportion to their shareholding in the JV Company.
7. Mutual Consent of both QAG and GTL would be required for the issue of equity shares, preference shares, warrants, options or other securities, convertible or exchangeable into shares.
8. Standard clauses on restriction on transfer of shares, deadlock, event of default etc. have been incorporated in the Joint Venture Agreement.
9. Both the parties will not compete with the newly incorporated Joint Venture Company.

For Goldstone Technologies Limited

Niralee Rasesh Kotdawala
Company Secretary
M. No. – A16934

