



GOLDSTONE
TECHNOLOGIES

PEOPLE PROCESS TECHNOLOGY

Registered Office :
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Phone : +91 40 66284999
URL : www.goldstonetech.com
GSTIN : 36AAACG7478F1ZF
CIN : L72200TG1994PLC017211
E-mail Id : corporate@goldstonetech.com

Date: 4th November, 2023

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 – Approval to Incorporate a Joint Venture Company by entering into a Joint Venture Agreement.

Dear Sir(s) / Madam(s),

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 this is to inform you that the Board of Directors of the Company at their meeting held on Saturday, November 4, 2023 gave an in-principal approval to the Joint Venture Agreement to be executed to set up a Joint Venture Company in Germany partnering with a German e-mobility major, Quantron AG (“QAG”). The 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 Board authorized Mr. Pavan Chavali, Managing Director of the Company to execute the Joint Venture Agreement.

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

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



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	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).
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 <u>Annexure A1</u> 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

