

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बैंक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: BOM - 0230004/BAJIRAO RD

Pmt Txn Id : ESBTR0000595481

Pmt DtTime : 30-JAN-2025@15:02:00

District : 2201/PUNE

ChallanIdNo: 02300042025013090034

19396770394468



Stationery No: 19396770394468

Print DtTime : 30-JAN-2025@15:04:47

Office Name : IGR023/HVL16_HAVELI 1

GRAS GRN : MH015303474202425S

GRN DATE : Not Available

StDuty Schm: 0030046401/0030046401-75

StDuty Amt : Rs. 36,00,000/- (Rs. Three Six, Zero Zero, Zero Zero Zero Only)

RgnFee Schm: 0030063301/0030063301-70

RgnFee Amt : Rs. 0/- (Rs. Zero Only)

Article : 5(h) (A) (iv) / 5(h) (A) (iv) - Agreement creating right and having mo

Prop Mvblty: N.A.

Consideration : Rs. 1,80,00,00,000/-

Prop Descr : Abhiruchi Mall 59 1C Sinhgad Road, Vadgaon Bk, Pune, Maharashtra,
411041

Duty Payer : PAN-AAJCP5227G, P N GADGIL AND SONS LIMITED

Other Party: PAN-AAPCP2937H, PNGS REVA DIAMOND JEWELLERY LIMITED

Bank Official Name & Signature

Akash



Bank Official2 Name & Signature

--- --- Space for customer/office use --- --- Please write below this line --- ---

Ch. V. M. M.

Ag. Sub.

BUSINESS TRANSFER AGREEMENT

This **BUSINESS TRANSFER AGREEMENT** ("Agreement") is made on 31st January 2025 ("Execution Date"), by and amongst:

- 1) **P. N. GADGIL & SONS LIMITED**, a company incorporated in accordance with the provisions of Companies Act, 2013 having its registered office at Abhiruchi Mall, S.No.59 /1-C, Wadgaon (BK), Sinhgad Road, Pune, Maharashtra, India, 411041 and Corporate Identification Number U36911PN2017PLC173262 (hereinafter referred to as "**Seller**", which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns);
- 2) **PNGS REVA DIAMOND JEWELLERY LIMITED**, a company formed by conversion of a Partnership Firm into a Public Limited Company in accordance with the provisions of Companies Act, 2013 and the rules made thereunder (Part I- Chapter XXI) having its registered office at Abhiruchi Mall, 59/1 C, Sinhgad Road, Wadgaon Bk., Pune, Maharashtra, India, 411041 and Corporate Identification Number U32111PN2024PLC236494 (hereinafter referred to as "**Purchaser**" which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors and assigns);

The Seller and the Purchaser shall hereinafter individually be referred to as a "**Party**" and collectively referred to as the "**Parties**".

WHEREAS:

- (A) The Seller is, *inter alia*, engaged in the Business (*defined hereinafter*);
- (B) The Seller now intends to divest its investments from and transfer all its interests in the Business Undertaking (*defined hereinafter*) as a going concern on a slump sale as is where is basis for a lumpsum consideration without values being assigned to individual assets and liabilities, as contemplated under the provisions of section 2(42C) of Income Tax Act, 1961 to the Purchaser;
- (C) The Purchaser is engaged in the business of sale of diamonds and diamond studded jewellery on retail basis and the Seller is engaged in the business of sale of jewellery made up of gold, silver, diamond, precious and semi-precious metals and stones on retail basis; and
- (D) The Parties are now desirous of entering into this Agreement to set forth the terms and conditions agreed between them for the slump sale of the Business Undertaking from the Seller to the Purchaser as a going concern and on a slump sale as is where is basis for a lumpsum consideration without values being assigned to individual assets and liabilities, as contemplated under the provisions of the Income Tax Act, 1961, in accordance with and subject to the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement (including in the recitals hereof and the Schedules hereto), the following words and expressions shall have, unless contrary to the context thereof, the following meaning ascribed to them:

"**Act**" means the Companies Act, 2013 read with the rules framed;

"**Affiliate**" in relation to a Person, means anybody corporate, partnership, association, foundation or other legal entity, which, through ownership of voting stock or otherwise, directly or indirectly, is Controlled by, or under common Control with, or in Control of such Person.

"**Agreement**" means this business transfer agreement together with all Schedules to this agreement as it may be amended or supplemented in accordance with its terms by the Parties in writing;

"**Assets**" means all the assets of the Seller relating to the Business Undertaking as specified in **Schedule 1 (Assets)**;

"**Business Day**" means a day (excluding Saturdays and Sundays) on which banks generally are open in Pune, Maharashtra for the transaction of normal banking business;

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"Business" means the business of sale of jewellery made up of gold, silver, diamond, precious and semi-precious metals, corals, gems and stones on retail basis;

"Business Undertaking" means the diamond business of the Seller as detailed in clause 2.1;

"Closing Date" has the meaning assigned to such term in clause 5.1;

"Closing" means completion of all acts or events envisaged in clause 5 of this Agreement;

"Competing Person" means any person directly or indirectly engaged in the same or similar business of the Business Undertaking;

"Condition Precedents" has the meaning assigned to such term in clause 4.1;

"Consideration" has the meaning assigned to such term in clause 3.1;

"Control" (including, with its correlative meanings, the terms "Controlled by" or "under common Control with") means (a) the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than half of the directors; or (b) the possession, directly or indirectly, of a voting interest or shareholding in excess of 50% (fifty per cent) in a Person;

"Data and Records" means all information, data, books, account books, papers, records, registers, software and documents, computer programs, building plans, layouts relating to the Business Undertaking, including the know-how, purchase of goods, materials and services, advertising materials and records relating to the Business Undertaking, including the Assets for all the periods prior to the Closing Date and the Identified Employees for all the periods prior to the Closing Date, in any form whatsoever available;

"Employee Liabilities" has the meaning assigned to such term in clause 2.2.2;

"Encumbrance" means any encumbrance including, without limitation, any claim, mortgage, pledge, charge, hypothecation, lien, deposit by way of security, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), co-ownership, attachment or any process of any court, tribunal or authority, statutory liabilities which are recoverable by sale of property or any other third party rights or encumbrance generally and any other interest held by a third party and any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any applicable Law;

"Excluded Assets" has the meaning ascribed to it in clause 2.6 hereto;

"Excluded Liabilities" has the meaning ascribed to it in clause 2.7 hereto;

"Governmental Authority" means any government, central, state or local, municipality of other political subdivision, instrumentality, ministry, department, agency, corporation, body, official or authority under the direct or indirect control of any government or any political sub-division thereof and any statutory body, instrumentality, agency or authority having jurisdiction over Seller, Purchaser and the Business Undertaking;

"Identified Employees" means employees engaged in the Business, as on the date hereof and as are listed in **Schedule 2** (*Identified Employees*);

"Laws" means any statute, law, regulation, ordinance, rule, judgment, order, decree, by-law, notification, approval from the concerned authority, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question, including international conventions;

"Losses" means all losses, damages, compensation, costs (including reasonable legal fees, costs and expenses), charges, interest, penalties and expenses of any kind whatsoever incurred including any losses, damages, costs and expenses in relation to any claim, suit, arbitration, proceedings;

"Ordinary Course of Business" means activities being carried on in the normal course of operating the Business, consistent with past practice of the Seller;

“Person” means any individual, natural person, corporation, legal entity, partnership including limited liability partnership, body corporate, hindu undivided family, joint venture, trust, association, unincorporated organization or government, regulatory body, or any agency or political sub-division;

“Tax/Taxes/Taxation” means all forms of taxation, duties, levies and imposts, including without limitation, any direct or indirect taxes including goods and service tax, excise duties, stamp duties, customs duties, local taxes, octroi, cess, any corporate tax, wage withholding tax, provident fund, employee state insurance and gratuity contributions, capital tax and other legal transaction taxes, stamp duty, dividend withholding tax, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of deductions, withholdings, imposts, levies, fees, charges, taxes or duties of a similar nature charged/levied by any Governmental Authority in any relevant jurisdiction, together with any interest, penalties, costs, surcharges or fines relating thereto, due, payable, levied, collected, withheld, assessed, imposed upon or claimed to be owed in any relevant jurisdiction, accruing, arising or accruing in future;

“Transaction Documents” means (i) this Agreement; and (ii) all other documents or writings as may be required to implement the transactions contemplated hereunder to effect the transfer of the Business Undertaking to the Purchaser;

“Restricted Period” means a period of 3 (three) years from the Closing Date; and

“Warranties” shall have the meaning assigned to such term in clause 7.

Interpretation

- 1.2 In this Agreement, unless repugnant or contrary to the context hereof,;
- 1.2.1 reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders;
- 1.2.2 reference to an individual includes a reference to the legal representative, successor, legal heir, executor and administrator of such individual;
- 1.2.3 words denoting natural persons shall include corporations and vice versa;
- 1.2.4 reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the Execution Date) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 1.2.5 where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the appropriate corresponding meaning;
- 1.2.6 references to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation;
- 1.2.7 references to any Clause or Schedule shall be deemed to be a reference to a Clause or Schedule of or to this Agreement;
- 1.2.8 references to the words ‘hereof’, ‘herein’, ‘hereby’, ‘hereto’ and derivative or similar words, refer to this entire Agreement;
- 1.2.9 references to the words “including” and “inter alia” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not those words are followed by such phrases or words of like import;
- 1.2.10 all agreements, consents, approvals and notices to be made or given under this Agreement including modifications thereof must be given expressly and in writing; and
- 1.2.11 all references to “Rupees” or “Rs.” refer to the currency of India.

2. SALE AND PURCHASE OF BUSINESS

- 2.1 Subject to the provisions of this Agreement, on the Closing Date, the Seller shall sell, transfer, grant, convey, assign and deliver as the case may be, to the Purchaser and the Purchaser shall

purchase, acquire, accept and receive, from the Seller the following, together with all benefits, rights and obligations (excluding the Excluded Assets and the Excluded Liabilities) attaching thereto as at the Closing Date, collectively, the "**Business Undertaking**" as a going concern on a slump sale basis and as is where is basis for a lumpsum consideration without values being assigned to individual assets and liabilities, as contemplated under the provisions of the Income Tax Act, 1961, free and clear from all encumbrances. All risks, rewards and benefits in relation to the Business Undertaking shall be solely on account of the Purchaser with effect from the Closing Date. For the purpose of this Agreement, "**Business Undertaking**" means the business, activities and operations pertaining exclusively to the Business as on the Closing Date, on a going concern basis, and shall mean and include, without limitation the following:

2.1.1 Assets

- a) The Seller and the Purchaser hereby confirm and declare that all the movable property and forming part of the Business Undertaking wherever located on the Closing Date, being entirely of a movable nature and capable of passing by physical delivery of possession, shall be simultaneously handed over and transferred by the Seller to the Purchaser by way of delivery of physical possession on the Closing Date, the receipt of which the Purchaser shall acknowledge to the Seller on the Closing Date and there is no further or additional act or deed required to be done for this purpose by or between the Seller and the Purchaser.
- b) The Seller shall transfer the Inventories forming part of the moveable assets, whether lying with Seller or any of its consignee agents, on the Closing Date, by way of transfer of legal title thereto and the Parties shall execute delivery note in respect thereof in the form satisfactory to the Purchaser.

Data and Records

- c) The Seller and the Purchaser hereby confirm and declare that all the Data and Records forming part of the Business Undertaking wherever located on the Closing Date, being entirely of a movable nature and capable of passing by physical delivery of possession, shall be simultaneously handed over and transferred by the Seller to the Purchaser by way of delivery of physical possession on the Closing Date, the receipt of which the Purchaser shall acknowledge to the Seller on the Closing Date and there is no further or additional act or deed required to be done for this purpose by or between the Seller and the Purchaser.

2.1.2 Contracts

Contracts in relation to the Business Undertaking shall be transferred/assigned/novated by the Seller to the Purchaser on the Closing Date along with the rights, benefits, and obligations therein in the form as may be satisfactory to the Purchaser.

2.1.3 Identified Employees;

- 2.1.4 All other interests of whatsoever nature belonging to or in the ownership, power, possession, or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by for the Business and capable of being assigned by the Seller.

2.2 ***Identified Employees and Employee Liabilities-***

- 2.2.1 The Seller shall provide all necessary support and assistance to the Purchaser in respect of the transfer of Identified Employees from the pay roll of the Seller to the pay roll of the Purchaser. It is clarified that, from the close of business hours on the Closing Date, the Purchaser shall take on its own payroll, all the Identified Employees and honour and protect the existing terms and conditions of service (and no less than such existing terms and conditions of employment) of all such Identified Employees as applicable from the close of business hours on the Closing Date without any discontinuity or break in service in accordance with the applicable Laws.

- 2.2.2 All wages, salaries, employers' and employees' contribution (with respect to provident fund and employees' state insurance corporation) allowances, leave travel allowances, leave encashment entitlements, bonuses, reimbursements, severance, pension, profit sharing, welfare or health benefits, or other similar benefits for the Identified Employees and all other entitlements (whether statutory or contractual) of the Identified Employees whatsoever and whether by way of awards or agreements with the employees' unions (if any) and all Tax deductions and other contributions relating thereto ("**Employee Liabilities**") (detailed break-up of which is as provided in **Schedule 3**) which are payable or due and payable or accrued for the period up to the Closing Date shall be the liability of the Seller.

- 2.2.3 The Purchaser confirms and warrants that all the Employee Liabilities, with respect to the Identified Employees, relating to the period after the Closing Date shall be the liability of the Purchaser and shall be funded and discharged by the Purchaser.

2.3 ***Licenses and Permits***

- 2.3.1 The Seller shall provide all assistance to Purchaser in relation to obtaining other necessary consents and approvals from any relevant Governmental Authority or statutory authorities, as may be required, in relation to the transactions contemplated under this Agreement.

- 2.4 The Seller agrees and acknowledges that:

- 2.4.1 in its opinion, the assets and liabilities being transferred as a part of the Business Undertaking pursuant to Clause 2.1 above are sufficient to ensure the continuity of the Business Undertaking by the Purchaser, as from the Closing Date, as a going concern; and

- 2.5 The Parties hereto confirm and agree that the Consideration is payable by Purchaser to the Seller as the single undivided slump sale consideration for the entire Business Undertaking with no independent values being assigned to the various components of the Business Undertaking. However, for the discharge of statutory tax liabilities including stamp duty and registration charges, if applicable, indirect taxes (if applicable) on the transfer /assignment of the various components of the Business Undertaking, appropriate values may be assigned by the Parties to the same. Such indication of the value of the various components of the Business shall not be deemed or construed as allocation of the slump sale consideration amounts as referred to in clause 3, by the Parties.

2.6 **Excluded Assets**

The Assets forming part of the Business Undertaking shall exclude:

- 2.6.1 The deferred tax assets reflected in the balance sheet of the Seller which pertain to the unutilized income tax balance computed and accounted as per applicable accounting standards;
- 2.6.2 All books, records, agreements, or rights relating to the Excluded Assets and Excluded Liabilities;
- 2.6.3 All rights to causes of action, lawsuits, judgments, claims, and demands of any nature available to or being pursued by the Seller with respect to the Excluded Liabilities;
- 2.6.4 All personnel records related to any of the Seller's employees not being the Identified Employees; and
- 2.6.5 The benefit and burden of all contracts to which the Seller is a party other than the Contracts;

2.7 **Excluded liabilities**

Notwithstanding any provision contained in this Agreement, the Purchaser has not, and shall not, assume or be deemed to have assumed, and the Seller will retain and remain responsible for, any liabilities other than Employee Liabilities ("Excluded Liabilities"), including the following liabilities or obligations of the Seller:

- 2.7.1 all direct Tax liabilities in relation to the Business Undertaking for the period up to and including the Closing Date;
- 2.7.2 all liability including loans in relation to the Business Undertaking availed/obtained by the Seller from the Promoters and/or their Relatives;
- 2.7.3 all liability pertaining to the ongoing Proceedings initiated prior to the Closing Date or pertaining to the Seller or the Business undertaking for a period prior to the Closing Date; and
- 2.7.4 all liabilities and obligations of the Seller for Taxes in relation to the retained Business, whether arising before or after the Closing Date.

3. **CONSIDERATION**

- 3.1 A total consideration of INR 162,30,09,000/- (Indian Rupees One Hundred Sixty-Two Crores Thirty Lakhs Nine Thousand only) (rounded off to the nearest thousands) shall be the consideration for the sale and transfer of the Business Undertaking under this Agreement as and by way of slump sale as a whole as a going concern ("**Consideration**") payable by the Purchaser in the following manner:

- 3.1.1.Cash Consideration: The Purchaser shall pay the sum not exceeding INR 90,00,00,000/- (Indian Rupees Ninety Crores only) in cash (the "**Cash Consideration**") through Bank

Transfer. The Cash Consideration shall be payable by the Purchaser to Seller as deferred consideration on or before March 31, 2025 and shall be paid in one or more tranches through normal banking channel, free and clear of costs and charges in immediately available funds to the bank account notified by the Seller; and

3.1.2. Balance Consideration: The remaining portion of the Consideration payable by the Purchaser shall be paid either in cash or by way of issue of shares to the Purchaser or in any other manner as may be mutually decided between the Parties on or before June 30, 2025. The Balance Consideration if paid through issuance of shares, then it shall be calculated at appropriate valuation basis; the valuation to be carried out by an independent valuer to be appointed by the Purchaser upon execution of this Agreement.

3.2 The transfer of the Business Undertaking shall be deemed to have been effected on the Closing Date even though the Consideration will not be paid on the Closing Date and for tax purposes, the transfer date shall be considered as the Closing Date.

Taxes

3.3 Each Party will be solely liable and responsible for timely and proper compliance with all tax legislations applicable to such Party.

3.4 Any goods or services tax, if applicable with respect to the transaction contemplated hereunder, shall be to the account of Purchaser.

4. CONDITION PRECEDENTS

4.1 The obligations of the Purchaser to acquire the Business Undertaking pursuant to this Agreement is subject to fulfilment, on or prior to the Closing Date, of the following conditions and delivery and execution of the following terms ("**Condition Precedents**") in the form and substance satisfactory to the Purchaser, unless any one or more of the following is extended or waived in writing:

Conditions Precedent

4.1.1 The Seller and Purchaser having convened a meeting of its respective board of directors in order to approve the consummation of the transactions contemplated under this Agreement, *inter alia*:

- a) the transfer of the Business Undertaking as a going concern by way of slump sale as is where is basis to Purchaser for the Consideration;
- b) to issue shares of the Purchaser to the Seller for the Share Consideration;
- c) to prepare, negotiate, discuss, settle and finalise such terms and conditions as well as the method for the purpose of selling/ transferring / otherwise disposing off the Business Undertaking to the Purchaser;
- d) to authorise any director to enter, execute and sign all the required documents with regards to the sale/transfer/otherwise disposing off the Business Undertaking, such as Business Transfer Agreement and other incidental transactional documents with such modifications as may be required from time to time;
- e) to authorise any director to prepare, finalise, execute, sign and file all such documents, letters, deeds, writings, papers, forms, applications, challans and such other incidental documents as may be required as well as make such representation as may deemed necessary to give effect to the selling/ transferring / disposing off the Business Undertaking to Purchaser with the Registrar of the Companies, Department of Revenue, Income Tax Department or such other Governmental Authority; and
- f) to do all such acts, deeds, matters and things as may be deemed necessary and/or expedient in its discretion for completion of the transaction.

4.1.2 The Seller having passed the requisite resolution of its shareholders as per the provisions of the Act approving the sale of the Business Undertaking to the Purchaser and consummation of the transactions contemplated under this Agreement.

4.1.3 The Seller having obtained the Gratuity Actuarial Valuation Report.

4.1.4 The Parties having agreed on the balance sheet and financial statement pertaining to the Business and the Business Undertaking as of the Closing Date which shall have details of all Assets and Liabilities as of the Closing Date.

- 4.1.5 The Seller shall have made all payments towards the employee provident fund liability, employee state insurance and all other employee related liability outstanding upto the Closing Date except gratuity and provide the copy of the challans to the Purchaser.

5. CLOSING

- 5.1 Time and Place: Closing shall take place on the Closing Date, or such further period as may be extended by the Parties ("**Closing Date**"). All transactions contemplated in this clause 5 shall be deemed to occur simultaneously. The Parties agree that the venue(s) of the Closing shall be such place(s) as may be mutually agreed between the Parties prior to the Closing.

- 5.1.1 The Seller shall:

- a) provide to the Purchaser, certified copy of the resolutions passed by the board of directors of the Seller as set out in clause 4.1.1 and by the shareholders as set out in 4.1.2;
- b) provide to Purchaser, the Gratuity Actuarial Valuation Report.
- c) have made all payments towards the employee provident fund liability, employee state insurance and all other employee related liability outstanding up to the Closing Date except gratuity and provide the copy of the challans to the Purchaser
- d) deliver to the Purchaser, copies of duly executed letter containing a no liability/ release clause from each of the Identified Employees stating that a statement of all amounts owed by the Seller as of the date of termination of such identified Employee under the contract of employment or payable under any statute including but not limited to Employee Liabilities, has been transferred to Purchaser in full with no further amounts due from the Seller or any succeeding entity, on the date(s) specified in such statement and granting their respective consents for the termination of their employment with the Seller and continuation of their employment with the Purchaser;
- e) deliver and/or convey to Purchaser all the original documents, papers and other writings relating to the Assets, including correspondence and other receipts, certificates and documents filed with or received, bills, invoices, catalogues, brochures, pamphlets, etc. being capable of passing by physical delivery of possession, with the intent that the right, title and benefits in respect of such Business Undertaking shall pass by such delivery, by making the same available for collection at the place in which they are situated; and
- f) all third-party approvals and consents obtained by the Seller, including from any Governmental Authorities or any third parties, if any, in connection with transfer of the Business Undertaking to Purchaser.

- 5.1.2 The Purchaser shall:

- a) deliver to the Seller a certified copy of the resolutions passed by the board of directors of Purchaser as set out in clause 4.1.1;
- b) continue the services of the Identified Employees on the Closing Date, at same terms of employment which such Identified Employee enjoyed with the Seller;
- c) issues shares of the Purchaser to the Seller for the Share Consideration; and
- d) issue employment letters to the Identified Employees.

- 5.2 The Purchaser shall remit by way of wire transfer, the Cash Consideration to the bank account of the Seller, the details of which will be provided by the Seller to the Purchaser on the Closing Date.

- 5.3 Title and Risk. The title to, and the risk in, the Business Undertaking shall stand transferred and passed to Purchaser with effect from the Closing.

- 5.4 The Seller and the Purchaser shall, jointly:

- a) Agree on the balance sheet and financial statement pertaining to the Business and the Business Undertaking as of the Closing Date which shall have details of all Assets and Liabilities as of the Closing Date;
- b) notify all vendors, suppliers, customers and other business contacts of the transfer of the Business Undertaking from the Seller to the Purchaser;

- c) intimate to the relevant Governmental Authority of the transfer of the Business Undertaking and Identified Employees as may be required under Applicable Law including but not limited to under the provisions of the Payment of Gratuity Act, 1972, the Employees Provident Fund Act, 1952 and Employee State Insurance Act, 1948;
- d) communicate to the Identified Employees by way of a written notice in a form to be mutually agreed between the Purchaser and the Seller regarding the terms and conditions of employment of the Identified Employees with the Purchaser.

5.5 The obligations of each of the Parties in Clause 5 are interdependent on each other. Closing shall not occur unless all of the obligations specified in Clause 5 are complied with and are fully effective. All actions to be taken and all documents to be executed and delivered by the Parties hereunder on the Closing Date and the coming into effect on the Closing Date of the agreements and/or deeds and/or documents mentioned under this Agreement shall be deemed to have been taken and executed and to have come into effect simultaneously and no actions shall be deemed to have been taken nor documents executed or delivered and no agreements and/or deeds and/or documents shall be deemed to have come into effect on the Closing Date until all such agreements/deeds/documents have been taken, executed, delivered and have come into effect.

6. POST-CLOSING COVENANTS

Data & Records and Books

6.1 At Closing, original documents of all the Data & Records of the Business Undertaking, relating to the period prior to the Closing Date, shall be handed over to Purchaser and as regards such Data and Records, of which possession cannot be given to Purchaser, the Seller shall provide certified copies within a period of seven (7) days from a written request being made by the Purchaser and shall preserve the same for such period as may be specified under any applicable Law.

Tax Liability

6.2 It is agreed between the Parties that the Seller shall without any demur, handle, complete and be solely liable for all its Tax liabilities, whether pertaining to the Business Undertaking or otherwise, relating to the period on or before Closing Date and shall also be entitled to all tax refunds / rebates which accrue to the Seller for the period on or before the Closing Date.

Inquiries

6.3 After the Closing, the Seller shall refer to Purchaser any inquiry that it receives relating to the Business Undertaking.

7. REPRESENTATIONS AND WARRANTIES

Seller Representations and Warranties

7.1 The Seller hereby represents and warrants to the Purchaser as at the Execution Date/ or the Closing Date that the warranties as set out in this Agreement and in particular **Schedule 4 (Representations and Warranties)** hereto (collectively, the “**Warranties**”) are true and correct in all respects.

7.2 Each of the Warranties shall be construed as a separate and independent warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other term of this Agreement.

7.3 The Seller undertakes to promptly notify the Purchaser in writing if they become aware of any fact, matter or circumstance (whether existing on or before the Execution Date or arising afterwards) which would cause any of the Warranties to become untrue or inaccurate or misleading in any respect.

Purchaser Representations and Warranties

7.4 The Purchaser hereby represents and warrants that:

7.4.1. The Purchaser is a company duly incorporated and existing under the laws of India and has full right, capacity, power and authority, and has obtained all authorizations (including corporate authorizations) required to empower it to carry on the Business and to enter into and complete this Agreement and to perform its obligations hereunder and no third party consents or permissions are

required to be obtained to execute and deliver the Transaction Documents and for effectively completing acquisition of the Business Undertaking by the Purchaser.

7.4.2. This Agreement has been duly and validly executed by the Purchaser and this Agreement and the other Transaction Documents will constitute, upon the execution and delivery by the Purchaser of the relevant Transaction Document to which it is a party, legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with its terms.

7.4.3. This Agreement and the Transaction Documents, shall, as and when executed, constitute valid and binding obligations of the Purchaser in accordance with their terms and the execution and compliance with the terms of the Transaction Documents and does not and will not conflict with or result in a breach of (a) any of the provisions of the Purchaser's memorandum or articles of association; (b) any order, judgment or decree applicable to the Purchaser; or (c) the rights of any third party; or (d) any statute, rule or regulation applicable to the Purchaser or the Business Undertaking; or (e) any provisions, conditions, covenants, undertakings, agreements or other instruments to which the Purchaser is a party or by which it is bound.

7.5 The Purchaser hereby represents and warrants that the warranties set out in clause 7.4 are true and correct in all respects as of the Execution Date and at Closing Date.

8. INDEMNIFICATION

8.1 The Seller, hereby agrees to indemnify, defend and hold harmless and shall defend and keep indemnified and harmless Purchaser, its officers, directors and employees (each as "**Purchaser Indemnified Party**") promptly upon demand at any time and from time to time, from and against any and all Losses to which any Purchaser Indemnified Party may become subject, insofar as such Losses arise out of, in any way relate to, or result from any event, matter, circumstance or any (i) any breach of any covenants, undertakings or Warranties set out in this Agreement or any applicable Laws; (ii) any fraud, gross negligence or wilful misconduct by the Seller; (iii) any act or omission of the Seller for a period prior to the Closing Date including but not limited to Losses arising out of non-compliance with applicable Laws arising or pertaining to or committed during the period prior to Closing in relation to or impacting the Business Undertaking and/or the transactions contemplated in the Agreement; (iv) any claim raised by any third party (including Authorities) against the Purchaser Indemnified Party and arising out of this Agreement or the transactions pertaining to this Agreement or otherwise any claim / liability relating to any period prior to the Closing Date or any Excluded Liability.

8.2 The Purchaser, hereby agrees to indemnify, defend and hold harmless and shall defend and keep indemnified and harmless the Seller, its officers, directors and employees (each an "**Seller Indemnified Party**") promptly upon demand at any time and from time to time, from and against any and all Losses to which any Seller Indemnified Party may become subject, insofar as such Losses arise out of, in any way relate to, or result from any event, matter, circumstance or (i) any breach of any covenants, undertakings or Warranties set out in this Agreement or any applicable Laws; (ii) any fraud, gross negligence or wilful misconduct by Purchaser; (iii) any claim raised by any third party (including Authorities) against the Seller Indemnified Party and arising out of this Agreement or the transactions pertaining to this Agreement or otherwise any claim / liability relating to any period post the Closing Date.

8.3 The indemnification rights of the Seller Indemnified Party and Purchaser Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as such Seller Indemnified Party and Purchaser Indemnified Party, as the case may be, may have at Law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

8.4 Further, an indemnifying party shall only be liable for actual and proven losses or damages incurred by the indemnified party and shall not be liable for any indirect, consequential or special losses or damages under any circumstances whatsoever (including but not limited to loss of profits, loss of revenue regardless of the legal theory on which the claim is based).

8.5 The provisions of this clause 8 shall cease to apply from expiry of 12 months from the Closing Date.

Chir - [Signature]

Agnishu,

9. NON-COMPETE AND NON-SOLICITATION

- 9.1. **Non-Compete:** During the Restricted Period, the Seller shall not to, or in association with or through any person directly, indirectly or beneficially, whether in the capacity of a principal or as an agent or in the capacity of an employee, partner, proprietor, director, trustee, shareholder, agent, representative or other constituent of any other person, commence, establish, invest in, participate in or be financially engaged, concerned with or interested in any undertaking or in the management of any Competing Person.
- 9.1.1. Although no separate non-compete fees are being paid or are payable to the Seller for undertaking the non-compete obligations hereunder, the covenants and agreements of the Parties set forth in this Agreement, shall be deemed to be adequate consideration for the non-compete restrictions contained herein, and the sufficiency of which is acknowledged by the Seller.
- 9.2. **Non-Solicitation:** The Parties acknowledge that the ability of the Purchaser to conduct and operate the Business shall depend upon: (i) its ability to attract and retain skilled people and that the Purchaser shall continue to invest substantial resources in training such people, and (ii) the Purchaser's ability to attract and retain customers and business associates. Therefore, during the Restricted Period, the Seller shall not:
- 9.2.1. hire or solicit or attempt to hire or solicit the employment of any Identified Employee;
- 9.2.2. induce or attempt to induce any Identified Employee to leave the employment or otherwise interfere in any manner with the contractual, employment or other relationship of such persons;
- 9.2.3. personally, or through any other person, approach, recruit or otherwise solicit Identified Employees to work for any other employer; and/or
- 9.2.4. persuade any person which is, a client/customer/business associate, associated with the Business Undertaking, to cease doing business or to reduce the amount of business which any such client/customer/business associate has customarily done or might propose doing with the Purchaser (in relation to the Business Undertaking).
- 9.2.5. Nothing in this Clause 9.2 is intended to restrict the ability of the Seller from publishing general advertisements and thereafter recruiting a person / persons who applied for a post on the basis of such advertisement, provided that, such advertisement/ recruitment was not specifically targeted at such person/ persons.
- 9.3. The Parties acknowledge and agree that the restrictions in clause 9.1 and 9.2 above are considered reasonable for the legitimate protection of the business of the Business Undertaking, but in the event that such restriction shall be found to be void under Applicable Law or otherwise, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this Clause 9 valid and effective under Applicable Law and otherwise. Notwithstanding the limitation of this provision by any Applicable Law for the time being in force, the Parties undertake to at all times observe and be bound by the spirit of Clause 9.1 and Clause 9.2 above. Provided however, upon revocation, removal or diminution of the Applicable Law or provisions, as the case may be, by virtue of which the restrictions contained in Clause 9.1 and Clause 9.2 were limited as provided hereinabove, the original restrictions would stand renewed and be effective to their original extent, as if they had not been limited by the Applicable Law or provisions revoked.
- 9.4. The Parties agree that the restrictions set forth in Clause 9 shall not apply to any franchise or similar arrangement entered into independently by the Parties during the Restricted Period.

10. GOVERNING LAW AND ARBITRATION

- 10.1 This Agreement shall be governed and construed in accordance with the Laws of India.
- 10.2 Any claim, dispute, or controversy ("**Dispute**") arising out of, or relating to or under this Agreement, including but not limited to any Dispute with respect to the existence or validity of this Agreement, the interpretation hereof, the performance of the obligations hereunder, or the breach or alleged breach of the Agreement or any part thereof shall be referred to and settled by a sole arbitrator ("**Arbitrator**") to be mutually appointed by the Seller and Purchaser. In the event, the Parties are unable to agree on a sole arbitrator within a period of 30 days, then each Party shall appoint an arbitrator and the two arbitrators appointed by the Parties shall appoint the third

arbitrator ("Arbitral Tribunal"). The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any re-enactment or modification thereof for the time being in force. The venue and seat of the arbitration proceedings shall be in Pune and the language of arbitration shall be English.

- 10.3 Any award made by the Arbitrator or the Arbitral Tribunal, as the case may be, shall be final and binding on each of the Parties that were parties to the dispute and shall be enforceable in any competent court.
- 10.4 The costs and expenses of the arbitration, including the fees of the arbitration, shall be borne equally by each Party to the dispute or claim and each Party shall pay its own fees, disbursements and other charges of its counsel, except as may be determined by the Arbitrator, as the case may be. The Arbitrator or the Arbitral Tribunal, as the case may be, would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.

11. MISCELLANEOUS

Confidentiality.

- 11.1 Each Party will keep all information relating to other Party and this Agreement (collectively referred to as the "**Information**") confidential. As used herein, the term "Information" will include all technical, business and research information, including but not limited to all technical know-how, processes, business plans, market information, distribution information, and marketing plans, disclosed in writing, orally, electronically or visually, pertaining to the subject matter identified above.
- 11.2 Nothing in this clause 11.1 (*Confidentiality*) will restrict any Party from disclosing Information:
- 11.2.1 to the extent that such Information is in the public domain other than by breach of this Agreement;
- 11.2.2 to the extent that such Information is required to be disclosed by any Applicable Law or required to be disclosed to any Governmental Authority to whose jurisdiction such Party is subject or with whose instructions it is customary to comply;
- 11.2.3 in so far as it is disclosed to the employees, directors or professional advisers of such Party including the Affiliates of such Party, provided that such Party will procure that such Persons treat such Information as confidential;
- 11.2.4 to the extent that any of such Information is/are later acquired by such Party from a source not obligated to any other Party hereto, or its Affiliates, to keep such Information confidential;
- 11.2.5 to the extent that any of such Information was previously known or already in the lawful possession of such Party, prior to disclosure by any other Party hereto;
- 11.2.6 to any of its respective shareholders, investors and potential /prospective investors; and / or
- 11.2.7 to the extent that any information, materially similar to the Information, will have been independently developed by such Party without reference to any Information furnished by any other Party hereto.

Assignment

- 11.3 This Agreement and the rights and liabilities hereunder will bind and inure to the benefit of the respective successors/assignees of the Parties hereto. Except to the extent expressly permitted within this Agreement, the Parties will not assign or transfer any of their rights and liabilities hereunder to any Person without the prior written consent of the other Parties.

Public Announcement

- 11.4 Neither Party will make, and nor will it permit any of its respective directors, employees, officers, or Affiliates to make any public announcement about the subject matter and contents of this Agreement or operating plans from time to time, whether in the form of a press release or otherwise, without first consulting with other Parties.

Expenses

- 11.5 Save as otherwise stated in this Agreement, each Party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsel, in connection with preparation, authorization and execution of the transaction documents and other formalities necessary to complete the transfer of the Business Undertaking.

Stamp duties

- 11.6 The stamp duties and registration charges in connection with the transfer of the Business Undertaking shall be borne and paid by the Seller and Purchaser in equal proportion.

*The stamp duty is paid on the value of INR. 180,00,00,000/- (Rupees One Hundred and Eighty Crores only) whereas the actual amount of consideration for transfer of business undertaking under slump sale transaction is INR 162,30,09,000/- (Indian Rupees One Hundred Sixty-Two Crores Thirty Lakhs Nine Thousand only) (rounded off to the nearest thousands). The Company has paid stamp duty in excess of the actual consideration for slump sale.

Entire Agreement

- 11.7 This Agreement, the Schedules hereto, all documents, letters, confirmations executed together with this Agreement or to be executed pursuant to this Agreement and the agreements specifically referred to herein constitute the entire agreement among the Parties and supersede all prior agreements and understandings, oral and written, among the Parties in connection with the sale and purchase of the Business Undertaking. In the event there is any conflict between such other agreements and any term or condition contained in this Agreement, this Agreement shall prevail.

Severability

- 11.8 In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respects under any applicable Law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired. Where the provisions of such applicable law may be waived, they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid and binding and enforceable in accordance with its terms. If any provisions of this Agreement become invalid, the Parties agree to substitute for such invalid provision a new provision which serves the purpose of the invalid provision to the furthest possible extent.

Waiver

- 11.9 The Parties to this Agreement may (a) extend the time for performance of any of the obligations or other acts of the other Parties, (b) waive any inaccuracies in the representations and warranties of the other Parties contained herein or in any document delivered by the other Parties pursuant hereto or (c) waive compliance with any of the terms or conditions of the Agreement to be performed by the other Parties herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the relevant Party or Parties. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

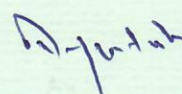
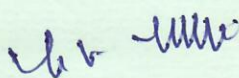
Specific Performance

- 11.10 The Parties shall be entitled to seek and enforce specific performance of this Agreement, in addition to any other legal rights and remedies, without the necessity of demonstrating the inadequacy of monetary damages.

Modifications

- 11.11 Any modifications/variations to this Agreement shall be mutually agreed in writing and executed by the Parties.

No Third-Party Beneficiaries



11.12 This Agreement is solely for the benefit of the Parties and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

Counterparts

11.13 The Parties may execute this Agreement in counterparts and each fully executed counterpart shall be deemed an original. Email transmission of an executed signature page of this Agreement by a Party shall constitute due execution of this Agreement by such Party. If the method of email transmission of executed signature pages is adopted, without prejudice to the validity of this Agreement, each Party shall provide the others with the entire Agreement in original along with such signature page as soon as reasonably practicable thereafter.

Notices

11.14 All notices under this Agreement shall be written in English and shall be sent by hand or by courier or by other electronic means (which shall include but not limited to e-mails and e-mail attachments) to the applicable Party at the contact details indicated below or to such other address or e-mail address as a Party shall designate by similarly giving notice to the other Party at the address set out below:

If to the Seller:

Address:	Abhiruchi Mall, S.No.59 /1-C, Wadgaon (BK), Sinhgad Road, Pune, Maharashtra, India, 411041
Attention:	Chief Executive Officer (CEO)
Email:	ceo.pngs@pngsl.com

If to the Purchaser:

Address:	Abhiruchi Mall, S.No.59 /1-C, Wadgaon (BK), Sinhgad Road, Pune, Maharashtra, India, 411041
Attention:	Director
Email:	aditya.modak@pngsl.com

11.15 Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the other in the manner aforesaid.

11.16 All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand or by courier, when actually delivered and in the case of delivery by e-mail transmission, upon transmission thereof, provided that a hard copy of such notice or communication is sent by hand or dispatched by courier to the relevant address set out above), on the next Business Day following transmission by e-mail.

No Partnership

11.17 Nothing in this Agreement shall be deemed to neither constitute a partnership between the Parties nor constitute any Party the agent of any other Party for any purpose.

Headings

11.18 The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

Further Assurance

11.19 The Seller shall provide all assistance, cooperation as may be required by the Purchaser, including execution, preparation of such documents subsequent deeds, instruments, contracts or actions and performance of such further acts (including, without limitation, obtaining any consents, exemptions, authorisations or other actions by, or giving any notices to, or making any filings with, any Governmental Authority or any other person) as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement and/or any Transaction Documents and to completely effect the transfer of the Business Undertaking to the Purchaser.

Schedule 1
(Assets)

Details of assets are attached separately.

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Agenda,

Schedule 2

(Identified Employees)

Sl. No.	Emp No.	Name	Payroll Code	Employment status	Designation
1	0945	Aadep Sadanand Vishwanath	1	Permanent	Supervisor
2	3637	Antapurkar Janhavi Nitin	1	Permanent	Executive
3	3827	Bagul Komal Sandip	1	Permanent	Executive
4	4035	Bandre Mayuri Santosh	1	Permanent	Computer Operator
5	3021	Bansude Asha Anil	1	Permanent	Executive
6	4012	Baviskar Chaitanya Ravindra	1	Permanent	Executive
7	3720	Bhandari Ashish Shirish	1	Permanent	Computer Operator
8	3896	Bhuwad Gauri Dilip	1	Permanent	Executive
9	3571	Borhade Vishal Nandkumar	1	Permanent	Computer Operator
10	0960	Burhade Atul Sudhakar	1	Permanent	Executive
11	1690	Chipkar Vishnu Yashwant	1	Permanent	Executive
12	2485	Dhumal Ankita Swapnil	1	Permanent	Executive
13	2348	Dixit Himali Sunil	1	Permanent	Computer Operator
14	2883	Gadgil Raghav Anand	1	Permanent	Executive
15	1594	Ghag Nutan Amit	1	Permanent	Executive
16	3356	Gujarkar Vaishnavi Purushottam	1	Permanent	Executive
17	3285	Inamdar Shantanu Mahesh	1	Permanent	Executive
18	4038	Iyer Deepali Ganesh	1	Permanent	Executive
19	2310	Jadhav Ruchita Dilip	1	Permanent	Executive
20	1636	Jadhav Supriya Ranjan	1	Permanent	Executive
21	1814	Jadhav Vijay Sharad	1	Permanent	Sr.Hr Officer
22	4063	Jamadar Sofiya Kayyum	1	Probation	Executive
23	3431	Jaul Janhavi Narendra	1	Permanent	Computer Operator
24	2723	Jojare Amulya Rohit	1	Permanent	Executive
25	3296	Kadam Rinku Ramrao	1	Permanent	Executive
26	3885	Kamble Deepali Ramnath	1	Permanent	Executive
27	4054	Kamble Nilam Vivek	1	Probation	Executive
28	4058	Katta Anagha Rakesh	1	Probation	Executive
29	2681	Khanvilkar Varsha Pradeep	1	Permanent	Executive
30	3350	Khatwate Renuka Ganesh	1	Permanent	Executive
31	0765	Kudkar Amit Ramchandra	1	Permanent	Office Boy
32	2702	Langhe Komal Goraksh	1	Permanent	Executive
33	2437	Lokhande Kishor Arun	1	Permanent	Executive
34	1070	Londhe Pragati Vinod	1	Permanent	Supervisor
35	2070	Madchetty Leena Vijay	1	Permanent	Supervisor
36	4136	Mahadik Khushboo	1	Probation	Executive
37	3714	Mali Sangita Subhash	1	Permanent	Executive
38	2663	Mane Dipak Vitthal	1	Permanent	Executive
39	3629	Mane Sakshi Rohit	1	Permanent	Executive
40	3921	Mhamane Priyanka Nitin	1	Permanent	Executive
41	2937	Neeli Kirankumar Gangappa	1	Permanent	Executive
42	4109	Nevase Tej Ganesh	1	Probation	Executive
43	0199	Nirgude Sonal Amol	1	Permanent	Supervisor
44	1191	Pachakude Pradip Prakash	1	Permanent	Executive
45	2829	Padhar Gajanan Abhimanyu	1	Permanent	Executive
46	2141	Pai Krishna Prakash	1	Permanent	Executive

47	4013	Palande Dhanshree Rajendra	1	Probation	Supervisor
48	3995	Patil Jayanti Prasad	1	Permanent	Executive
49	3494	Payer Sonal Ganesh	1	Permanent	Executive
50	4118	Payghade Arjun Madhukar	1	Probation	Graphic Designer
51	1118	Pisal Ajay Narayan	1	Permanent	Prob.Jr.Asst.Manager
52	2609	Popalghat Mahesh Dattatray	1	Permanent	Executive
53	2343	Rahane Rahul Kondaji	1	Permanent	Executive
54	1779	Ramteke Mangesh Krishnarao	1	Permanent	Executive
55	3764	Rangapure Supriya Shankar	1	Permanent	Executive
56	2340	Rawalekar Prasad Rajendra	1	Permanent	Supervisor
57	2579	Rote Sonali Pramod	1	Permanent	Executive
58	2365	Satale Manali Mahendra	1	Permanent	Executive
59	3057	Shaikh Taslim Sayyad	1	Permanent	Executive
60	1186	Soman Ashish Arvind	1	Permanent	Supervisor
61	2656	Sulakshane Nilesh Manohar	1	Permanent	Supervisor
62	1293	Sutar Vinaya Gajanan	1	Permanent	Executive
63	4041	Vaidya Kirti Suryakant	1	Probation	Asst. Company Secretary
64	4081	Vairagi Aniket Sunil	3	Probation	Jr. Asst. Manager
65	0865	Valbhokar Jyoti Bramhanand	1	Permanent	Clerk
66	0420	Waghchaure Vrujendra Laxman	3	Permanent	HoD-Training

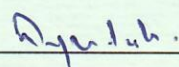
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Agarwal

Schedule 3
(Employee Liabilities)

Details of Employee liabilities are attached separately.

apv. 

By 

Schedule 4
(Warranties)

In this Schedule, capitalised terms have the meanings set forth in the Agreement. Each of the Warranties set forth below are to be read as they are stated hereinafter.

The Seller hereby represents and warrants to Purchaser that the following Warranties are true and correct on the Execution Date and on the Closing Date:

1. Organization and Standing; Binding Obligations

- 1.1 The Seller is a company duly incorporated and existing under the laws of India and has full right, capacity, power and authority, and has obtained all authorizations (including corporate authorizations) required to empower it to carry on the Business and to enter into and complete this Agreement and to perform its obligations hereunder and no third party consents or permissions are required to be obtained to execute and deliver the Transaction Documents and for effectively completing the sale and transfer of the Business Undertaking by the Seller.
- 1.2 This Agreement has been duly and validly executed by the Seller and this Agreement and the other Transaction Documents will constitute, upon the execution and delivery by the Seller of the relevant Transaction Document to which it is a party, legal, valid and binding obligations of the Seller, enforceable against it in accordance with its terms.
- 1.3 This Agreement and the Transaction Documents, shall, as and when executed, constitute valid and binding obligations of the Seller in accordance with their terms and the execution and compliance with the terms of the Transaction Documents and does not and will not conflict with or result in a breach of (a) any of the provisions of the Seller's memorandum or articles of association; (b) any order, judgment or decree applicable to the Seller; or (c) the rights of any third party; or (d) any statute, rule or regulation applicable to the Seller or the Business Undertaking; or (e) any provisions, conditions, covenants, undertakings, agreements or other instruments to which the Seller is a party or by which it is bound.
- 1.4 The Seller is the absolute owner of and has clear and marketable title to the Business Undertaking and has at all times operated the Business Undertaking in all respects in accordance with the provisions of its memorandum and articles of association and has full power to enter into this Agreement and transfer the Business Undertaking to the Purchaser in the manner set out in this Agreement free from all Encumbrances.

2. Conflicts; Defaults

- 2.1 The execution of this Agreement, the Transaction Documents or the consummation of the transactions contemplated hereby or thereby:
 - 2.1.1 is not in contravention of the memorandum of association or the articles of association of the Seller;
 - 2.1.2 will not violate any applicable laws to which the Seller is subject to;
 - 2.1.3 will not conflict with, result in the breach of, constitute a default under, result in the acceleration of, create in any Party the right to accelerate, terminate, modify or cancel any agreement, contract, lease, license, instruments or other arrangements; or
 - 2.1.4 result in the creation of any Encumbrances on the Business Undertaking.

3. Books and records

- 3.1 The registers, statutory books and books of accounts relating to the Business Undertaking:
 - 3.1.1 are up-to-date;
 - 3.1.2 are maintained in accordance with applicable law on a proper and consistent basis; and
 - 3.1.3 contain complete and accurate records of all matters required to be dealt with in such books and records.
- 3.2 No notice or allegation that any of such books and records referred to in paragraph 3.1 is incorrect or should be rectified has been received by the Seller from any relevant authority.

- 3.3 All accounts, documents and returns required by law to be delivered or made to any authority under the law for the time being in force have been duly and correctly delivered or made on a timely basis.

4. Assets

4.1 Ownership of Assets

The Assets:

- 4.1.1 are legally, beneficially and absolutely owned solely by the Seller and the Seller has the clear and marketable title and sole right to use Assets in terms of legally binding and valid agreements and arrangements or under Law;
- 4.1.2 are, where capable of possession, in the sole possession or under the sole control of the Seller;
- 4.1.3 are free from Encumbrances; or
- 4.1.4 are not the subject of any factoring arrangement, conditional sale or credit agreement.
- 4.2 The asset registers of the Seller maintain a record of all the physical Assets owned by the Seller.
- 4.3 The Seller has the corporate power and authority to own, hold, use and operate its Assets and to carry on its business as conducted up to the Closing Date.

5. Contracts

5.1 Capital Commitments

There is no capital commitment entered into or proposed by the Seller in relation to or in connection with the Business.

5.2 Contracts

The Seller is not a party to or subject to any contract, transaction, arrangement, understanding or obligation in relation to the Business Undertaking, which is not wholly on an arm's-length basis; or is of a long-term nature that is unlikely to have been fully performed in accordance with its terms.

6. Employees

The Seller has, in relation to each Identified Employee, complied in all respects with:

- 6.1.1 all obligations imposed on it by all applicable Law relevant to the relations between it and any employee; and
- 6.1.2 all relevant orders declarations and awards made under any applicable Law affecting the conditions of service of any of the employees.
- 6.2 There have been no proposals to amend the terms of employment of any Identified Employee except revisions to the salary/fees and designation in the Ordinary Course of Business.
- 6.3 There are no collective bargaining agreements or union recognition agreements between the Seller and trade unions or representative bodies.
- 6.4 The Seller is not involved in and there are no circumstances which will give rise to, any strike or industrial or trade dispute or any dispute or negotiation regarding a claim of importance with any trade union, works council, staff association or other similar organisation or other body (in any such case whether or not recognised by the Seller for collective bargaining or other negotiating purpose) representing employees or former employees of the Business.
- 6.5 Identified Employees and Terms of Employment

- 6.5.1 The Seller has executed employment agreements and contracts with all the Identified Employees, who are engaged or involved with respect to the Business Undertaking and has complied with the obligations under such agreements or contracts.
- 6.5.2 The Seller has complied with all applicable Laws in relation to employees and deduction and contract labour, and payment of all statutory liabilities towards provident fund, bonus, superannuation, gratuity and/or other similar applicable requirements and the Seller has not been involved in any actual industrial or trade dispute.
- 6.5.3 Since the Execution Date, no Identified Employee engaged or involved in the Business Undertaking has given or received notice terminating his employment or consultancy agreement and there were no proposals to terminate the employment of any such Identified Employee; and
- 6.5.4 No liability has been incurred, and no liability will be incurred, by the Seller in respect of a breach of any contract of employment or consultancy agreement with any Identified Employee engaged or involved in the Business, including redundancy payments, protective awards, compensation for wrongful dismissal, unfair dismissal or for failure to comply with any order for the reinstatement or re-engagement of any Identified Employee.

7. Legal Compliance

- 7.1. The Seller has not received any show-cause notices or written intimation of proceedings from any Governmental Authority in respect of the Business Undertaking, which show-cause notice or intimation will result in a Material Adverse Effect.
- 7.2. All statutory filings and intimations required to be made by the Seller with the Governmental Authorities from time to time have been duly made, and all the filing requirements under Applicable Laws have been complied with in all respects.

8. Tax

- 8.1. All liabilities of the Seller for Tax in relation to the Business for which the Seller is liable to pay / provision for on the Closing Date has been duly paid / provisioned for.
- 8.2. The Seller is not involved in any ongoing dispute/proceedings in relation to Tax with any Tax Authority, other than those in respect of which the Seller has received a written notice.
- 8.3. The Seller has obtained all material Tax registrations required under Applicable Law and all such registrations are valid.
- 8.4. The Seller has maintained and preserved all records required under Applicable Law for Tax purposes such that non-maintenance of such tax records shall not materially impair the right of the Seller to contest any Tax claim.
- 8.5. The Seller has no liens / Encumbrances on any of the Assets that arose in connection with any failure or alleged failure to pay any Tax.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their duly authorised signatories as of the date and year first hereinabove written.

For and on behalf of the within named Seller,
P. N. GADGIL & SONS LIMITED, by Mr.
Govind Vishwanath Gadgil, (DIN: 00616617)
Whole-Time Director of the Company
authorized vide resolution of its Board of
Directors dated 27th January, 2025.

in the presence of:

(i) Salil Sunit Nitsure

(ii) Yogesh R. Doshi.

For and on behalf the within named Purchaser,
**PNGS REVA DIAMOND JEWELLERY
LIMITED** by Mr. Amit Yeshwant Modak,
(DIN-00396631), Director of the Company
authorized vide resolution of its Board of
Directors dated 27th January, 2025

in the presence of:

(i) Vishwas L. Honrao

(ii) Kirti Vaidya.

Details of Branch wise inventory and value

Sr. no.	Branch Name	Diamond (carat)	Gold (Fine weight - grams)	Platinum (Fine weight - grams)	Stones (carat)	Others* (carat)	Amount Rs.
1	Amravati	169.03	958.87	280.93	30.07	320.69	2,10,40,436
2	Aundh	617.66	3,466.03	1,652.96	915.12	502.43	7,86,29,678
3	Badlapur	161.02	1,026.42	542.60	28.61	418.97	2,22,66,684
4	Beed	173.54	1,000.78	310.68	23.85	338.42	2,19,16,090
5	Bhosari	260.46	1,556.02	337.83	35.41	342.99	3,23,11,842
6	Chinchwad	733.26	3,695.04	1,280.94	765.38	504.30	8,70,74,263
7	Dharashiv	125.28	717.22	215.52	18.89	322.55	1,58,88,148
8	Dhule	203.45	1,071.39	282.04	25.31	372.81	2,45,46,047
9	Dombivli	169.46	1,111.43	271.51	33.62	348.55	2,23,47,859
10	Gulbarga	236.01	1,334.89	434.67	576.76	421.74	3,02,99,911
11	Jalgaon	261.59	1,493.54	1,285.01	71.25	403.17	3,57,15,113
12	Kothrud	526.91	3,088.73	1,584.21	540.75	639.11	6,90,49,315
13	Mumbai	386.95	2,247.53	1,625.04	113.53	509.46	5,19,24,061
14	Nandurbar	149.81	989.06	546.17	17.44	353.59	2,09,13,646
15	Narayangaon	139.96	805.27	201.27	13.88	374.40	1,77,06,929
16	Nashik	493.86	2,885.38	1,793.39	84.92	534.57	6,49,93,847
17	Nashik Road	394.44	2,223.77	169.19	105.92	489.66	4,65,76,436
18	Pandharpur	98.67	618.57	170.95	22.22	284.46	1,30,12,716
19	Parbhani	131.34	754.78	412.99	13.07	354.47	1,73,75,015
20	Phaltan	98.35	639.83	286.23	17.85	363.15	1,37,72,504
21	Sangamner	117.32	719.64	351.14	219.09	334.83	1,62,64,170
22	Satara	199.58	1,099.30	574.93	17.81	424.19	2,57,64,717
23	Satara Rd	846.89	4,346.41	1,279.82	2,445.81	644.54	10,30,70,979
24	Shirdi	85.72	487.09	245.87	7.09	282.08	1,13,03,486
25	Shirur	99.47	560.04	299.11	16.24	312.43	1,31,93,219
26	Sinhagad Rd	689.89	4,008.91	1,142.73	231.05	544.94	8,51,44,655
27	Solapur	572.38	3,125.37	1,383.81	248.38	690.97	7,17,16,052
28	Vadodara	173.95	956.85	384.19	25.49	426.53	2,20,26,861
29	Viman Nagar	504.96	2,929.05	1,269.66	220.85	732.66	6,49,41,046
30	Wardha	156.43	1,054.34	468.99	17.56	403.91	2,18,95,904
31	Head Office	4,231.64	18,979.90	7,232.75	1,449.49	4,260.56	48,49,92,735
	Total	13,209.26	69,951.46	28,317.12	8,352.72	17,257.13	1,62,76,74,363

*others includes Corals, Gems, Precious/Semi-precious stones, etc.

Ch. V. V. V.

Ag. V. V. V.

Breakup of Defined Benefit Obligation as at 31-Jan-2025

Total			4,666,310
Sr. No.	ID	Name	DBO (in Rs.)
1	199	NIRGUDE SONAL AMOL	274,040
2	420	WAGHCHAURE VRUJENDRA LAXMAN	652,364
3	765	KUDKAR AMIT RAMCHANDRA	148,367
4	865	VALBHOJKAR JYOTI BRAMHANAND	129,508
5	945	AADEP SADANAND VISHWANATH	158,257
6	960	BURHADE ATUL SUDHAKAR	152,801
7	1070	LONDHE PRAGATI VINOD	130,956
8	1118	PISAL AJAY NARAYAN	141,423
9	1186	SOMAN ASHISH ARVIND	136,886
10	1191	PACHAKUDE PRADIP PRAKASH	129,450
11	1293	SUTAR VINAYA GAJANAN	116,015
12	1594	GHAG NUTAN AMIT	114,131
13	1636	JADHAV SUPRIYA RANJAN	105,074
14	1690	CHIPKAR VISHNU YASHWANT	109,563
15	1779	RAMTEKE MANGESH KRISHNARAO	100,615
16	1814	JADHAV VIJAY SHARAD	136,016
17	2070	MADCHETTY LEENA VIJAY	104,608
18	2141	PAI KRISHNA PRAKASH	93,929
19	2310	JADHAV RUCHITA DILIP	82,997
20	2340	RAWALEKAR PRASAD RAJENDRA	90,834
21	2343	RAHANE RAHUL KONDAJI	75,732
22	2348	DIXIT HIMALI SUNIL	85,157
23	2365	SATALE MANALI MAHENDRA	79,168
24	2437	LOKHANDE KISHOR ARUN	72,378
25	2485	DHUMAL ANKITA SWAPNIL	39,159
26	2579	ROTE SONALI PRAMOD	69,472
27	2609	POPALGHAT MAHESH DATTATRAY	73,879
28	2656	SULAKSHANE NILESH MANOHAR	76,514
29	2663	MANE DIPAK VITTHAL	69,175
30	2681	KHANVILKAR VARSHA PRADEEP	64,996
31	2702	LANGHE KOMAL GORAKSH	69,140
32	2723	JOJARE AMULYA ROHIT	68,742
33	2829	PADHAR GAJANAN ABHIMANYU	64,250
34	2883	GADGIL RAGHAV ANAND	66,608
35	2937	NEELI KIRANKUMAR GANGAPPA	75,444
36	3021	BANSUDE ASHA ANIL	60,863
37	3057	SHAIKH TASLIM SAYYAD	57,513
38	3285	INAMDAR SHANTANU MAHESH	44,996
39	3296	KADAM RINKU RAMRAO	34,375
40	3350	KHATWATE RENUKA GANESH	31,616
41	3356	GUJARKAR VAISHNAVI PURUSHOTTAM	34,001
42	3431	JAUL JANHAVI NARENDRA	27,365

Ch. v. m. m.

Ag. m. d. h.

43	3494	PAYER SONAL GANESH	29,231
44	3571	BORHADE VISHAL NANDKUMAR	22,528
45	3629	MANE SAKSHI ROHIT	17,164
46	3637	ANTAPURKAR JANHAVI NITIN	17,115
47	3714	MALI SANGITA SUBHASH	13,689
48	3720	BHANDARI ASHISH SHIRISH	14,911
49	3764	RANGAPURE SUPRIYA SHANKAR	11,241
50	3827	BAGUL KOMAL SANDIP	10,518
51	3885	KAMBLE DEEPALI RAMNATH	9,159
52	3896	BHUWAD GAURI DILIP	9,208
53	3921	MHAMANE PRIYANKA NITIN	7,864
54	3995	PATIL JAYANTI PRASAD	5,422
55	4012	BAVISKAR CHAITANYA RAVINDRA	5,371
56	4013	PALANDE DHANSHREE RAJENDRA	7,434
57	4035	BANDRE MAYURI SANTOSH	4,188
58	4038	IYER DEEPALI GANESH	4,977
59	4041	VAIDYA KIRTI SURYAKANT	10,279
60	4054	KAMBLE NILAM VIVEK	3,517
61	4058	KATTA ANAGHA RAKESH	2,950
62	4063	JAMADAR SOFIYA KAYYUM	2,931
63	4081	VAIRAGI ANIKET SUNIL	5,776
64	4109	NEVASE TEJ GANESH	1,026
65	4118	PAYGHADE ARJUN MADHUKAR	864
66	4136	MAHADIK KHUSHBOO	570

WV- 1116

11/11/16