

BUSINESS TRANSFER AGREEMENT

DATED AS OF SEPTEMBER 26, 2022

BETWEEN

SHRI SAI PRIYA SUGARS LIMITED

AND

TRUALT BIOENERGY LIMITED



New Delhi | Mumbai | Bengaluru | Hyderabad



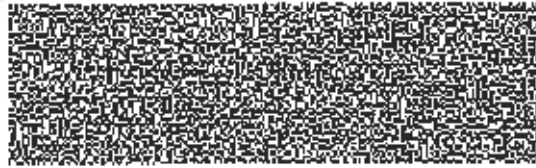
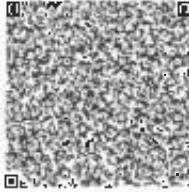
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA74432631648409U
 Certificate Issued Date : 13-Jul-2022 04:14 PM
 Account Reference : NONACC (FI)/ kaksfol08/ MUDHOL1/ KA-BG
 Unique Doc. Reference : SUBIN-KAKAKSFCL0868488498778775U
 Purchased by : SHRI SAI PRIYA SUGARS LIMITED
 Description of Document : Article 12 Bond
 Description : BUSINESS TRANSFER AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SHRI SAI PRIYA SUGARS LIMITED
 Second Party : TRUALT BIOENERGY LIMITED
 Stamp Duty Paid By : SHRI SAI PRIYA SUGARS LIMITED
 Stamp Duty Amount(Rs.) : 2,000
 (Two Thousand only)



Sh. Ali
 Vijay (MRN) Souhardo
 Credit Sahakari Ltd
 Nirani Building
 MUDHOL-587313.
 Dist-Bagalkot

Please write or type below this line

BUSINESS TRANSFER AGREEMENT

DATED AS OF SEPTEMBER 26, 2022

Ali

Statutory Alert

1. Please verify the e-Stamp certificate and its details at www.shreeamp.com or using e-Stamp Mobile App of Shreeamp.
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BUSINESSTRANSFER AGREEMENT

This Business Transfer Agreement is entered into on September 26, 2022 ("Execution Date"), at Mudhol, by and between:



SHRI SAI PRIYA SUGARS LIMITED, a public limited company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U15429KA2002PLC030008, having its registered office at Gopal Chember, Opp. Bus Stand, Jamkhandi, Dist. Bagalkot, 587119, Karnataka and represented by its authorised signatory Mr. Vishal Nirani (hereinafter referred to as the **"Seller"**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors) of the **FIRST PART**;

AND

TRUALT BIOENERGY LIMITED, a public limited company incorporated under the provisions of the Companies Act, 2013, bearing CIN: U15400KA2021PLC145978, having its registered office at Kulali Cross, Jamkhandi, Mudhol Road, Dist. Bagalkot, Mudhol 587313, Karnataka and represented by its authorised signatory Mr. Vijay Kumar Nirani (hereinafter referred to as the **"Purchaser"**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors) of the **SECOND PART**.

The Seller and the Purchaser are each individually referred to as a **"Party"** and collectively as the **"Parties"**.

WHEREAS:

- A. As of the Execution Date, the Seller carries on the Business (defined hereinafter) the business of sugar and cogeneration.
- B. The Purchaser desires to purchase from the Seller, and the Seller desires to sell, assign, convey and deliver to Purchaser, substantially all the assets, business and operations of the Seller relating to the Business, together with certain obligations and assumed liabilities relating thereto, all as a going concern on a slump sale basis (as defined in Section 2(42C) of the Income Tax Act, 1961) all in the manner and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants, warranties and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

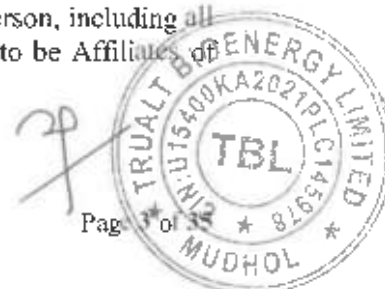
1.1 Definitions

Capitalised terms used and defined in this Agreement by way of inclusion in quotes and/or parentheses shall have the meanings so ascribed and the following capitalised terms shall have the meanings assigned to them herein below:

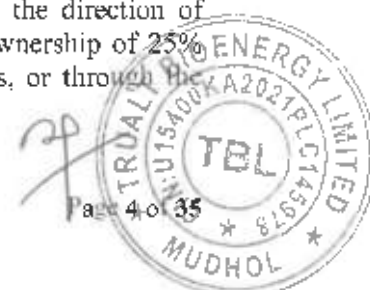
- 1.1.1 **"Act"** or **"Companies Act"** shall mean the Companies Act, 2013, as amended from time to time, and shall include any statutory replacement or re-enactment thereof;
- 1.1.2 **"Affiliate"** shall mean, with respect to any specified Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person, provided that any Party shall not be considered as an Affiliate of any other Party. In case of natural persons, such person's Relatives, and all other Persons directly or indirectly controlled by such natural person, including all entities where such natural person is a promoter shall be deemed to be Affiliates of such natural person;



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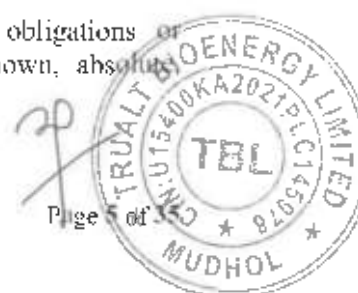


- 1.1.3 **"Agreed Form"** shall mean, in relation to any document, the form of that document which has been agreed to by the Parties and initialled for the purpose of identification by the relevant parties to the document, including the Parties;
- 1.1.4 **"Agreement"** shall mean this Business Transfer Agreement along with its Annexures and Schedules;
- 1.1.5 **"Ancillary Agreements"** shall mean, collectively:
- (a) the deed/s of conveyance to be executed between the Seller and the Purchaser in Agreed Form for the transfer of the Distillery Facilities to the Purchaser (**"Conveyance Deeds"**);
 - (b) the documents and agreements to be executed pursuant to Clause 5;
- 1.1.6 **"Applicable Laws"** or **"Laws"** shall mean applicable laws, rules, by-laws, regulations, subordinate or delegated legislation, judgments, orders, ordinances, notices, notifications, circulars, or directives of any Governmental Authority or any Person acting under the authority of any Governmental Authority that has the force of law in India;
- 1.1.7 **"Assets"** shall have the meaning ascribed to such term in Clause 2.1;
- 1.1.8 **"Books and Records"** shall mean all books and records of the Seller which relate solely to Business including, and not limited to, accounting records, all original title documents and all other requisite documents pertaining to the Distillery Facility, the Assets, the Continuing Employees and the Assumed Liabilities;
- 1.1.9 **"Business"** shall mean manufacture, production and ancillary activities including *inter alia* sale and distribution of distillery products;
- 1.1.10 **"Business Day"** shall mean a day on which banks in Karnataka are open for the transaction of normal banking business;
- 1.1.11 **"Claim"** means any claim under or for breach of this Agreement;
- 1.1.12 **"Closing"** shall mean the completion of all the actions set out in Clause 5.2 hereto;
- 1.1.13 **"Closing Date"** shall have the meaning ascribed to such term in Clause 5.1;
- 1.1.14 **"Confidential Information"** shall have the meaning ascribed to such term in Clause 10.1;
- 1.1.15 **"Contracts"** shall mean the contracts and agreements entered into by the Seller in relation to the Business, as set out in Schedule 4 hereto;
- 1.1.16 **"Continuing Employees"** shall have the meaning ascribed to such term in Clause 4.1.2;
- 1.1.17 **"Control"** (together with its correlative meanings, **"Controlled by"** and **"under common Control with"**) shall mean, with respect to any Person (**"Subject Person"**), the possession, directly or indirectly, of power to direct or cause the direction of management or policies of the Subject Person, whether through ownership of 25% (twenty five percent) or more of share capital and/or voting rights, or through the



power to appoint over half of the members of the board of directors or similar governing body of such Subject Person, or otherwise under any contract or arrangement;

- 1.1.18 **"Distillery Facility"** shall mean the distillery facilities of the Seller located at and described in Schedule 1 hereto;
- 1.1.19 **"Employees"** shall mean the permanent employees employed by the Seller for the Business, as set out in Schedule 2 hereto;
- 1.1.20 **"Employee Benefits"** shall mean the benefits that the Employees are entitled to, as set out in Schedule 3;
- 1.1.21 **"Fixed Assets"** shall mean the fixed assets of the Seller with respect to the Business as set out in Schedule 5 hereto;
- 1.1.22 **"Governmental Authority"** shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court or other entity, in each case, in the Republic of India, authorized to make laws or delegated legislation and having jurisdiction over the relevant matter under Applicable Laws;
- 1.1.23 **"Governmental Authorization"** shall mean any license, permission, approval, clearance, permit, consent, authorization, order or registration, of, with or from any Governmental Authority;
- 1.1.24 **"Intellectual Property"** shall mean all of the following anywhere in the world and all legal rights, title or interest in, under or in respect of the following arising under Applicable Law, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, whether owned, used or licensed, including all renewals: (a) all national, regional and international patents, patent applications, patent disclosures, utility models, utility model applications, design patents and certificates of inventions, and all related re-issues, re-examinations, divisions, revisions, restorations, renewals, extensions, provisionals, continuations and continuations in part; (b) all copyrights, copyright registrations and copyright applications, copyrightable works and all other corresponding rights; (c) all mask works, mask work registrations and mask work applications and all other corresponding rights; (d) all trade dress, trade names, logos, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin and all goodwill associated with any of the foregoing; (e) all internet addresses and domain names and web page content relating to the foregoing; (f) all inventions (whether patentable, patented or un-patentable and whether or not reduced to practice, any said patents, including any extensions, reissues, re-examinations, renewals, divisions, continuations, continuations-in-part, or design patents); (g) know-how; (h) all systems and databases, databases, data collections and data exclusivity; (g) all other proprietary rights; (i) all copies and tangible embodiments of any of the foregoing (in whatever form or medium); (j) the right to sue for past, present or future infringement, misappropriation or dilution of any of the foregoing; and (k) customer relations, vendor relations and employee relations;
- 1.1.25 **"Liabilities"** shall mean all indebtedness and other liabilities, obligations or commitments of any nature whatsoever, whether known or unknown, absolute, accrued or contingent, liquidated or otherwise;

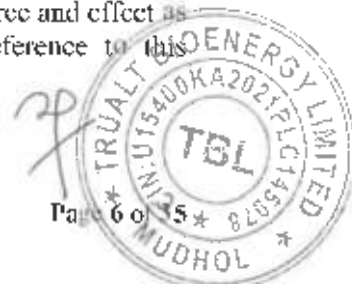


- 1.1.26 **"Licenses"** shall mean Governmental Authorizations obtained by the Seller primarily relating to the Business which are capable of being transferred or assigned under Applicable Laws, as listed in Schedule 6 hereto;
- 1.1.27 **"Long Stop Date"** shall mean February 28, 2023, unless otherwise mutually agreed between the Parties in writing;
- 1.1.28 **"Person"** means any natural person, proprietorship, firm, corporation, limited company, joint venture, general or limited partnership, trust, association, Hindu undivided family, association of persons or other entity (whether or not having separate legal personality) and shall include any legal personal representatives, successors (by merger or otherwise) and permitted assigns of such entity;
- 1.1.29 **"Purchase Consideration"** shall have the meaning ascribed to such term in Clause 3.1;
- 1.1.30 **"Purchaser Warranties"** shall have the meaning ascribed to such term in Clause 8.2;
- 1.1.31 **"Relative"** shall have the meaning ascribed to the term under the Act;
- 1.1.32 **"Rupees", "Rs." or "INR"** shall mean Indian rupees, the lawful currency and legal tender of India;
- 1.1.33 **"Schedule"** shall mean a schedule to this Agreement;
- 1.1.34 **"Seller Bank Account"** shall mean the bank account of the Seller notified in writing by the Seller to the Purchaser on or prior to the Closing Date;
- 1.1.35 **"Seller Warranties"** shall have the meaning ascribed to such term in Clause 8.1.1;
- 1.1.36 **"Stores and Spares"** shall mean such stores and spares of the Seller maintained at the Distillery Facility, as set out in Schedule 7 hereto;
- 1.1.37 **"Tax"** shall mean all forms of taxation (whether direct or indirect), deductions, withholdings, duties, imposts, levies, cess, fees and charges imposed, levied, collected, withheld or assessed by any Governmental Authority and any interest, penalty, surcharge or fine in connection therewith; and
- 1.1.38 **"Transaction"** shall mean the transaction contemplated in this Agreement.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- 1.2.1 any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that provision (as amended, modified, re-enacted or consolidated);
- 1.2.2 any reference to the singular shall include the plural and vice-versa;
- 1.2.3 any references to the masculine and the feminine shall include each other;
- 1.2.4 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules to it;

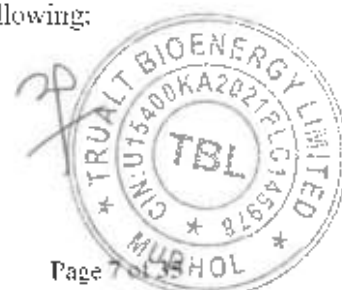


- 1.2.5 the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- 1.2.6 any reference to books, files, records or other information or any of them shall mean books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 1.2.7 headings to Clauses, parts and paragraphs of Schedules and the Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.8 in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- 1.2.9 time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended in writing by the Parties, such extended time shall also be of the essence;
- 1.2.10 the words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;
- 1.2.11 "in writing" includes any communication made by letter or fax or e mail;
- 1.2.12 the words "include" and "including" shall be construed as being by way of illustration or emphasis only and as being without limitation and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.13 the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement, along with its Schedules as a whole; and
- 1.2.14 all provisions shall be interpreted and construed in accordance with their fair meanings, and not strictly for or against either Party, regardless of which Party may have drafted this Agreement or a specific provision.

2. AGREEMENT TO SELL AND PURCHASE THE BUSINESS

- 2.1 Upon the terms and subject to the conditions set forth in this Agreement, the Seller hereby agrees to sell, assign, transfer, convey and deliver to Purchaser and Purchaser shall purchase from the Seller, at the Closing (as hereinafter defined), all of the Seller's right, title and interest in, to and under all of the properties, assets, goodwill, rights and business of every kind, nature and description (whether real, personal or mixed, tangible or intangible, wherever located) and whether or not reflected on the books and records of the Seller, including those which are owned, derived from or used or held for use in connection with the Business, and on a going concern basis for a lump sum consideration (specified in Clause 3), other than the Excluded Assets (as hereinafter defined) (collectively, the "Assets"), free and clear of all liens and encumbrances as on the Closing Date, including, but not limited to, the following:

- (a) Distillery Facility;



- (b) all furnishings, furniture, fixtures, equipment, tools, machinery, computer and telephone equipment, vehicles, art work and other tangible personal property including but not limited to the Fixed Assets;
- (c) all raw materials, components, work-in-process, finished products, inventory, office and other supplies, stores, spare parts, packaging materials, samples and other accessories related thereto, wherever located, together with all rights of the Seller against suppliers of such inventories, including but not limited to the Stores and Spares;
- (d) all trade accounts receivable and all notes, bonds and other evidences of indebtedness and rights to receive payments arising out of sales, including any rights of the Seller with respect to any third party collection procedures or any actions or proceedings which have been commenced in connection therewith;
- (e) all permits, approvals, orders, authorizations, consents, licenses, certificates, franchises, exemptions of, or filings or registrations with or issued by any Governmental Authority in any jurisdiction, which have been issued or granted to or are owned by or used by the Seller and all pending applications therefor, in each case to the extent transfer is permitted by Applicable Laws, including but not limited to the Licenses;
- (f) Continuing Employees;
- (g) Contracts(as defined in Clause 1.1.15);
- (h) all rights under warranties, representations and guarantees made by suppliers, manufacturers or contractors;
- (i) Books and Records;
- (j) all Intellectual Property owned or licensed to the Seller including *inter alia* all goodwill of the Business as a going concern.
- (k) all rights to causes of action, lawsuits, judgments, claims and demands of any nature, whether mature, contingent or otherwise, whether in tort, contract or otherwise, available to or being pursued by the Seller or any Affiliate of the Seller with respect to the Business or the ownership, use, function or value of any Asset, whether arising by way of counterclaim or otherwise, and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery (regardless of whether such rights are currently exercisable); and
- (l) any other rights that the Seller may have against third parties with respect to the Assets and / or the Business.

2.2 Notwithstanding anything contained in this Agreement to the contrary, the Seller shall not sell, assign, transfer, convey or deliver to the Purchaser, and the Purchaser shall not purchase from the Seller the following assets, properties, interests and rights of the Seller (the “**Excluded Assets**”):

2.2.1 all insurance policies of the Seller;

2.2.2 the personnel records (including all human resources and other records) of Seller relating to employees of Seller (other than the records in respect of the Continuing Employees);



- 2.2.3 any contracts or arrangements of the Seller other than the Contracts (as defined in Clause 1.1.15);
- 2.2.4 all Tax benefits and duty credits attached to or accruing in respect of the Distillery Facility for a period prior to the Closing Date, excluding GST credits; and
- 2.3 Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective the Closing Date, to assume the following Liabilities of the Seller primarily relating to or arising out of the Assets or the Business, excluding, for the avoidance of doubt, the Excluded Liabilities (the "**Assumed Liabilities**");
- 2.3.1 all Liabilities of Seller arising under the Contracts (as defined in Clause 1.1.15) on or after the Closing Date;
- 2.3.2 all trade accounts payables and other accounts and notes payable on or after the Closing Date;
- 2.3.3 all Liabilities or obligations arising out of any action related to or arising out of the Business and / or the Assets on or after the Closing Date; and
- 2.3.4 all Liabilities with respect to each Continuing Employee after the Closing Date; and gratuity liabilities concerning each Continuing Employee as of the Closing Date.
- 2.4 The Parties agree that only the following Liabilities of the Seller (collectively the "**Excluded Liabilities**") shall continue to be the Liabilities of the Seller even after the Closing Date:
- 2.4.1 all Liabilities with respect to each Continuing Employee prior to the Closing Date, excepting gratuity liabilities as of Closing Date;
- 2.4.2 all loans, working capital facilities (including fund and non-fund facilities) and obligations of the Seller;
- 2.4.3 any and all claim relating to Tax, related to the Assets ending on or prior to the Closing Date; and
- 2.4.4 any Liabilities arising: (a) under the contracts other than the Contracts (as defined in Clause 1.1.15); (b) under the Contracts (as defined in Clause 1.1.15) on or prior to the Closing Date; and (b) in relation to the occupational health claims of the Continuing Employees arising out of the activities undertaken at the Distillery Facility, and pertaining to a period prior to the Closing Date.
- 2.5 The Parties agree that, subject to and immediately upon occurrence of Closing, all the rights, title and interests in the Business (comprising of the Assets and the Assumed Liabilities), shall stand transferred to and vest in the Purchaser; and accordingly all the risks and rewards of the Business, on and with effect from the Closing Date, shall accrue to the benefit of the Purchaser.
3. **PURCHASE CONSIDERATION**
- 3.1 The consideration for the sale and purchase of the Business shall be INR 513,25,00,000/- (Rupees Five Hundred and Thirteen Three Crores and Twenty Five Lakhs Only), which represents the fair market value of the Business and as agreed by the Seller and the Purchaser (the "**Purchase Consideration**").



3.2 Subject to deductions required to be made under the Income Tax Act, 1961, if any, the Purchaser shall satisfy the Purchase Consideration by payment of the Purchase Consideration in cash to the Seller and / or such other means as agreed between the Parties, on or prior to February 28, 2023 or such later date as is agreed by the Parties.

3.3 The Parties agree that the transfer of the Business as contemplated by this Agreement will take place as a going concern on a slump sale basis (as defined in Section 2(42C) of the Income Tax Act, 1961).

3.4 Determination of the value of any of the components of the Business for the purpose of stamp duty or other similar Taxes or fees shall not be regarded as assignment of values to individual assets or liabilities.

4. EMPLOYEES

4.1 Continuing Employees

4.1.1. Subject to occurrence of Closing, the Purchaser shall, with effect from the Closing Date, employ the Continuing Employees on terms that are no less favourable to them than those applicable as on the Closing Date.

4.1.2. The Purchaser shall issue offers of employment to the Employees 15 (fifteen) days prior to the Closing Date or such other date agreed to between the Parties. The Employees who accept such offer within 7 (seven) Business Days from the date of issuance of such offer letter are referred to as "**Continuing Employees**". The Seller shall undertake reasonable endeavours to procure that the Employees accept employment with the Purchaser.

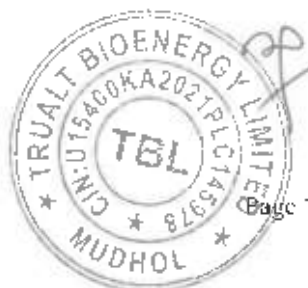
4.1.3. The Seller shall issue (i) notices to the Continuing Employees within 15 (fifteen) days from the Closing Date or such other date agreed to between the Parties in writing informing them of the cessation of their employment with the Seller; and (ii) undertake reasonable endeavours to procure that the Continuing Employees resign from the Seller's employment with effect from the Closing Date and shall ensure that all amounts due to such Continuing Employees are paid in full.

4.2 Payment of Employee Benefits until Closing

The Continuing Employees shall remain in the Seller's employment until the Closing Date and their employment with the Purchaser shall commence on the Closing Date in accordance with Clause 4.1 above. The Seller shall, prior to the Closing Date, pay or make adequate provisions for making payment of all amounts due and payable and/or accrued to the Continuing Employees for the period prior to the Closing Date including salaries, wages, remuneration, allowances, bonuses, ex-gratia, service benefits, premiums, contributions and reimbursements and all other payments and benefits in terms of the relevant contract of employment and the Identified Employee Benefits, except for gratuity liabilities (as of Closing Date) which shall be assumed by the Purchaser.

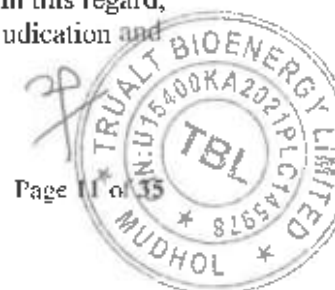
4.3 Payment of employee benefits after Closing

After the Closing Date, the Purchaser shall pay or cause to be paid all contributions due and payable from the Closing Date in respect of the Continuing Employees, including any and all Liabilities with respect to the Continuing Employees pertaining to any period on and from the Closing Date.



5. CLOSING

- 5.1. Subject to the terms of this Agreement and unless otherwise agreed by the Parties, Closing shall take place at Mudhol, Karnataka or such other place as the Parties may mutually agree in writing, within 30 (thirty) Business Days from the Execution Date, unless otherwise mutually agreed in writing by the Parties. The date of the occurrence of Closing shall be referred to as the "Closing Date".
- 5.2. On the Closing Date, the Parties shall take the following actions:
- (a) The Seller shall transfer and convey to the Purchaser, the legal and beneficial ownership in the Fixed Assets and the Stores and Spares by delivery of possession, where applicable and the Purchaser shall take delivery of all such assets.
 - (b) The Parties shall have taken steps to jointly make applications to the relevant Governmental Authorities for transfer of the Licenses/ issuance of fresh licenses to the Purchaser in lieu of the Licenses. The Seller agrees that it shall provide commercially reasonable support to facilitate the transfer of the Licenses to the Purchaser in accordance with Applicable Laws.
 - (c) The Parties shall ensure that the Continuing Employees execute fresh letters of employment with the Purchaser on the same terms and conditions as their employment with the Seller, upon which, the Continuing Employees shall become employees of the Purchaser and shall cease to be employees of the Seller.
 - (d) The Seller shall hand-over Books and Records to the Purchaser.
 - (e) The Seller and the Purchaser shall execute a transition services agreement for provision of certain services with respect to the Business from the Seller to the Purchaser.
- 5.3. All transactions to be consummated under this Agreement on the Closing Date as set out in Clause 5.2 hereinabove shall be deemed to occur simultaneously, and no such transaction shall be deemed to be consummated, unless all such transactions are consummated simultaneously.
- 5.4. On or prior to February 28, 2023, (or such other date agreed to between the Parties in writing):
- (a) The Purchaser shall discharge the obligation to pay the Purchase Consideration by: (i) payment of INR 288,00,00,000/- (Rupees Two Hundred and Eighty Eight Crores Only) to the Seller vide wire transfer to the Seller Bank Account; (ii) allotment and issuance, to the Seller, of such number of Compulsory Convertible Preference Shares of face value of INR 100/- (Rupees One Hundred Only) each for the amount of INR 225,25,00,000/- (Rupees Two Hundred Five Crores and Twenty Five Lakhs Only); or in such other means as mutually agreed in writing between the Parties.
 - (b) the Purchaser shall execute fresh agreements or substantially similar terms with each of the counterparties of the Contracts (as defined in Clause 1.1.15).
 - (c) The Seller and the Purchaser shall execute the Conveyance Deeds in respect of the transfer of the land underlying the Distillery Facility, including the buildings situated at the Distillery Facility and the plant and machinery at the Distillery Facility. In this regard, it is clarified that: (i) the Purchaser shall be responsible for (x) valuation, adjudication and



- (d) payment of stamp duty in accordance with the instructions of the sub-registrar of assurances; and (y) completion of all incidental activities with the sub-registrar of assurances for purposes of registration of the Conveyance Deeds; and (ii) the Seller and Purchaser shall be jointly responsible for: (x) verification of the draft Conveyance Deeds; and (y) registration of the Conveyance Deeds with the sub-registrar of assurances.
- (e) The Seller shall hand over all the original title documents pertaining to the land underlying the Distillery Facility in the Seller's possession, and copies of all building construction permits and building plans. For avoidance of doubt, it is clarified that the original building construction permits and building plans shall be retained at the Distillery Facility under the control of the Purchaser with effect from the Closing Date.

6. POST-CLOSING ACTIONS

6.1. **Intimations:** Within 5 (five) Business Days from the Closing Date or such other period agreed to between the Parties in writing, the Parties shall jointly intimate all relevant Persons, including concerned Governmental Authorities, regarding the change in ownership of the Distillery Facility from the Seller to the Purchaser.

6.2. Continuing Employees:

6.2.1. Within 30 (thirty) days of the Closing Date or such other period agreed to between the Parties in writing, the Seller and the Purchaser shall, and the Purchaser shall cause the Continuing Employees to, apply to the Employees' Provident Fund Organization for transfer of accumulations with respect to employee benefits relating to the Continuing Employees to the account of the Purchaser.

6.2.2. As soon as practicable following the Closing Date, the Purchaser and the Seller will in good faith agree upon a reputable firm of actuaries in India and will cause such firm to determine, effective as of the Closing Date, the value of the gratuity liabilities of the Continuing Employees as of the Closing Date, determined as on the termination of the employment of the Continuing Employees with the Seller as of the Closing Date. All Liabilities with respect to the Continuing Employees, as of Closing Date (except for gratuity liabilities, which shall be assumed and taken over by the Purchaser), shall remain with the Seller.

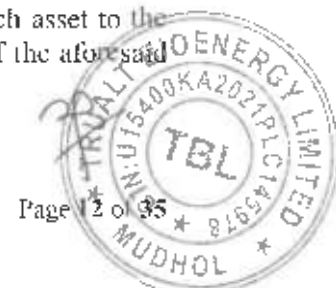
7. COVENANTS

7.1. Wrong Pocket Assets, Payments and Communication

7.1.1. In the event that after the Closing Date, a Party receives any payment in relation to the Assets or Assumed Liabilities which is due to the other Party, the Party receiving such payment shall remit the same to the other Party within 15 (fifteen) Business Days of it becoming aware of the fact that such payments are due to the other Party.

7.1.2. In the event after the Closing Date, any Party receives any communication from any Person (including any Governmental Authority) addressed to or for the other Party which relates to the other Party or its business, such receiving Party shall promptly forward or deliver the same to the other Party.

7.1.3. In the event that after the Closing Date, either Party becomes aware that any asset was wrongly retained by or transferred to the other Party, the Seller or the Purchaser, as the case may be, shall promptly notify the other Party and transfer such asset to the other Party, within 15 (fifteen) Business Days of it becoming aware of the aforesaid fact.



7.2. **Provision of Information:** On and from the Closing Date, each Party undertakes to provide information as may be requested by the other Party in relation to the Assets in order to comply with any requirements under Applicable Law (including with respect to any compliance or filing that may be required by any Governmental Authority) within a period of 5 (five) days from the date on which such request for information is made by the other Party.

7.3. **Regulatory Inspections**

7.3.1. The Seller shall be responsible for all regulatory inspections in relation to the Distillery Facility prior to the Closing Date.

7.3.2. The Purchaser shall be responsible for all regulatory inspections in relation to the Distillery Facility on and from the Closing Date.

7.4. **Tax Matters**

7.4.1. The Seller shall bear all capital gains Taxes, if any, under the Income Tax Act, 1961 relating to the sale of the Assets to the Purchaser. The Purchaser agrees that it shall not withhold any Taxes from the Purchase Consideration payable to the Seller, except as required under Applicable Law.

7.4.2. Any other Taxes on or in relation to this Agreement, the Ancillary Agreements and/or any of the agreements, documents, instruments executed pursuant thereto, including but not limited to payment of stamp duty, registration fees, differential premium, transfer charges etc., and any other Taxes, whether known or unknown, existing or which may be made applicable in future, relating to or arising out of this Transaction, shall be borne by the Purchaser.

7.5. Each Party agrees and undertakes that it shall not do or cause to be done, any act or omission that would result in imposition of any Liabilities on the other Party or any increase in Taxes payable by the other Party, including without limitation, settlement of any proceedings involving the other Party which involves admission of criminal liability on the other Party or wrong doing attributable on the part of the other Party or monetary Liabilities on the other Party.

8. **WARRANTIES**

8.1. **Seller Warranties**

8.1.1. The Seller hereby warrants to the Purchaser that, each statement contained in Schedule 8 hereto ("**Seller Warranties**") is true and correct as of (i) the Execution Date; and (ii) the Closing Date.

8.1.2. Except for the Seller Warranties, the Purchaser acknowledges that the Seller does not make any other express or implied representation or warranty with respect to the Seller or the Assets or with respect to any other information provided to the Purchaser in connection with the transaction contemplated in this Agreement.

8.2. **Purchaser Representations and Warranties**

The Purchaser hereby represents and warrants to the Seller that each statement contained in Schedule 9 hereto ("**Purchaser Warranties**") is true, correct, accurate, complete, and not misleading in any manner as of (i) the Execution Date; and (ii) the Closing Date.



9. **TERMINATION**

This Agreement shall stand terminated:

- 9.1. By the mutual written consent of the Purchaser and the Seller; or
- 9.2. Upon the Seller notifying the Purchaser of the termination of this Agreement, if the Closing does not take place on or before the Long Stop Date.

10. **CONFIDENTIALITY**

- 10.1. The Parties agree to keep the terms and conditions of this Agreement, all related documents and all information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") in connection with this Agreement, the Transaction and/or the Assets strictly confidential for a period of 3 (three) years from the date of disclosure ("**Confidential Information**").
- 10.2. Subject to provisions of Clause 10.5, the Receiving Party shall:
 - 10.2.1. keep the Confidential Information strictly confidential;
 - 10.2.2. not disclose the Confidential Information to any other Person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 10.3 and 10.4; and
 - 10.2.3. not use the Confidential Information for any purpose other than the performance or enforcement of the obligations under this Agreement.
- 10.3. Subject to Clause 10.5, the Receiving Party may disclose the Confidential Information to its directors, officers, and/or employees and advisors (including legal and financial advisors) to the extent that it is necessary for the performance of the obligations under this Agreement ("**Recipient**").
- 10.4. The Receiving Party shall ensure that each Recipient is made aware of and complies with all of the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement.
- 10.5. The obligations contained in Clauses 10.2 through 10.4 shall not apply to any Confidential Information which:
 - 10.5.1. comes into the public domain other than through a breach of this Agreement;
 - 10.5.2. can be shown by the Receiving Party to the satisfaction of the Disclosing Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party; and/ or
 - 10.5.3. subsequently comes lawfully into the possession of the Receiving Party from a third party not known to be subject to any prohibition against transmitting the Confidential Information.
- 10.6. If the Recipient or Receiving Party is requested or required to disclose, by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body, or otherwise under Applicable Law to make any disclosure relating to any Confidential Information, it shall notify the Disclosing Party so as to enable the Disclosing Party to seek, at its cost and with the cooperation and reasonable efforts of the Receiving Party, a protective



order against such disclosure, or seek confidential treatment of such information required to be disclosed, or any other appropriate remedy.

- 10.7. Notwithstanding anything to the contrary, in the event Closing does not take place in accordance with the terms of this Agreement, the Receiving Party undertakes that it shall and it shall cause each of its Recipients, to immediately return or destroy and permanently erase all Confidential Information provided to them including all documents and materials containing, reflecting, incorporating or referencing any Confidential Information including all copies thereof. The Receiving Party acknowledges that the return of the Confidential Information and / or destruction of the Confidential Information shall not release it from its obligations under this Agreement to keep such Confidential Information confidential.

11. ANNOUNCEMENTS

Neither Party shall issue a press release, nor make any public announcement, nor make any other public disclosure with respect to any of the transactions contemplated herein, without obtaining the prior written consent of the other Party. The content of any such disclosure or announcement shall be mutually agreed by the Parties.

12. GOVERNING LAW AND JURISDICTION

This Agreement and the relationship between the Parties hereto shall be governed by, and interpreted in accordance with the Laws of India. Subject to the provisions of Clause 13, the courts at Mudhol, Karnataka shall have exclusive jurisdiction in relation to all matters arising out of this Agreement, provided however that a Party shall be entitled to enforce a judgment, order, award or decree obtained against any of the other Parties in the relevant jurisdiction (including by way of making application(s) in the relevant court of such jurisdiction).

13. DISPUTE RESOLUTION

- 13.1. If any dispute arises between the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement has been legitimate (the "Dispute"), the Parties shall endeavour to settle such Dispute amicably. A Dispute will be deemed to arise when one Party serves on the other Party, a notice stating that a Dispute has arisen and also mentions the nature of the Dispute (a "Notice of Dispute").
- 13.2. In the case of failure by the Parties to resolve the Dispute in the manner set out in Clause 13.1 above within 30 (thirty) days from the date of the Notice of Dispute, the Dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually appointed by the Parties. In the event the Parties fail to appoint an arbitrator within 30 (thirty) days from the date of the Notice of Dispute, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Mudhol, Karnataka. The arbitration shall be conducted in English language. The substantive law applicable to the Disputes referred to arbitration shall be Indian Law. The arbitrators shall also decide on the costs of the arbitration proceedings which shall be borne by the Party against whom the award is issued. Notwithstanding anything to the contrary mentioned hereunder, the Parties shall be entitled to claim such interim relief as may be permitted under Applicable Law.
- 13.3. The arbitrator's award shall be substantiated in writing and shall set out the reasons for the arbitral tribunal's decision. The Parties shall submit to the arbitrator's or arbitral panel's award which shall be enforceable in any competent court of law.



- 13.4. During the pendency of the arbitration proceedings under this Clause 13, except for the matters under Dispute, the Parties shall continue to exercise their remaining rights, and shall fulfil their remaining duties and obligations, under this Agreement.
- 13.5. Notwithstanding anything to the contrary mentioned in this Agreement, the Parties shall have the right to seek such remedies as may be available under Applicable Law, equity or otherwise including specific performance and interim relief in any court of law, without being required to commence arbitration proceedings in accordance with the provisions of this Clause 13.

14. MISCELLANEOUS

14.1. Notices

- 14.1.1. All notices, demands or other communication required or permitted to be given or made under this Agreement shall be in English language, in writing and shall be (i) transmitted by e-mail and, and (ii) be delivered personally or sent by prepaid post or courier with recorded delivery; and (iii) addressed to the intended recipient at its address set forth below, or to such other address as a Party may from time to time duly notify to the others in writing:

The Seller

Address: Gopal Chamber Opp. Bus Stand, Jamkhandi, Dist. Bagalkot, 587119, Karnataka

For the attention of: Mr. Vishal Nirani

The Purchaser

Address: Kulali Cross Jamkhandi, Mudhol Road, Dist. Bagalkot, Mudhol 587313, Karnataka

For the attention of: Mr. Vijay Kumar Nirani

- 14.1.2. All notices shall be deemed to have been validly received on the later of (a) an e-mail transmission actually being received by the intended addressee; and (b) at the time of personal delivery of such notice to the addressee; or receipt of acknowledgment or confirmation of delivery from the relevant postal or courier service in case of prepaid registered post or courier.

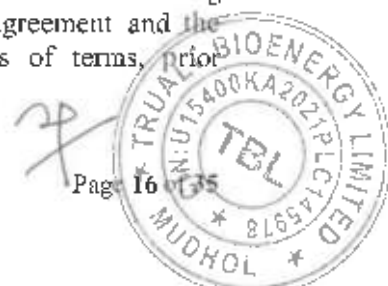
- 14.1.3. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 3 (three) Business Days' prior written notice.

14.2. No Partnership

Nothing in this Agreement (or any of the arrangements contemplated herein) shall be deemed to constitute a partnership between the Parties, nor constitute any Party as the agent of another Party for any purpose, or entitle any Party to commit or bind another Party in any manner.

14.3. Entire Agreement

This Agreement and the Ancillary Agreements set out the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement and the Ancillary Agreements supersedes all previous letters of intent, heads of terms, Prior



discussions and correspondence exchanged between the Parties in connection with the transactions referred to herein.

14.4. Assignment

Neither Party shall be entitled to assign this Agreement or any of its right or title under this Agreement without the prior written consent of the other Party.

14.5. Partial Invalidity

If any provision of this Agreement or any part thereof is illegal or unenforceable, it may be severed from this Agreement and the remaining provisions of this Agreement shall continue to remain in full force and effect. Should any provision of this Agreement be or become unenforceable, the Parties shall use reasonable efforts to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision.

14.6. Waiver

Except as provided otherwise in this Agreement, no failure or delay by the Parties in exercising any right or remedy provided by Applicable Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. Further, no waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

14.7. Amendment

No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is made by an instrument in writing and signed by duly authorised representatives of each of the Parties. The expression "variation" shall include any variation, amendment, supplement, deletion or replacement however effected.

14.8. Counterparts

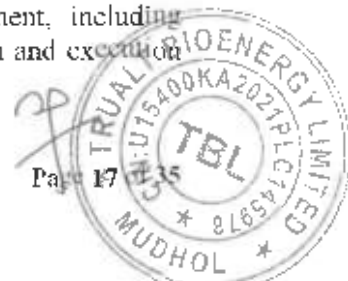
This Agreement may be executed in any number of counterparts and all of which taken together shall constitute one and the same instrument. The Parties may enter into this Agreement by signing any such counterpart. Delivery of a counterpart of this Agreement by facsimile transmission or electronic mail in "portable document format" (i.e., ".pdf") shall be as effective as executing and delivering the counterpart in person.

14.9. Survival

The provisions of Clauses 7.4 (Tax Matters), 10 (Confidentiality), 11 (Announcements), 12 (Governing Law and Jurisdiction), 13 (Dispute Resolution), 14.1 (Notices), 14.9 (Survival) and 14.11 (Other Remedies), shall survive the termination of this Agreement.

14.10. Costs

14.10.1. Each Party agrees that subject to Clause 7.4.2, it shall bear its own costs and expenses it in connection with any discussion, negotiation and investigation undertaken in connection with the transactions contemplated under this Agreement, including without limitation, costs and expenses associated with the negotiation and execution



of this Agreement, the Ancillary Agreements and any other documents executed pursuant thereto.

14.10.2. The Parties agree that the Purchaser shall bear the stamp duty, registration charges, differential premium, transfer charges, etc. payable in connection with this Agreement, the Ancillary Agreements and/or any of the agreements, documents, instruments executed pursuant thereto.

14.11. Other Remedies

Notwithstanding anything contained in this Agreement, the rights of the Parties under this Agreement are independent of, and in addition to, such other rights and remedies that the Parties 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.

14.12. Time

Time is of the essence for all times, dates and periods specified in this Agreement or substituted for them.

14.13. Third Party Rights

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Agreement or any transaction contemplated by this Agreement.

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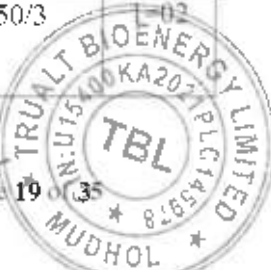
SCHEDULE 1 | THE DISTILLERY FACILITY

Details of Distillery Facility							
SL.No	Present Owner	District	Taluk	Hobli	Village	Survey No	Area (A=G)
1.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/1	0=31
2.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/2	0=29
3.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/3	0=29
4.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/6	0=31
5.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/7	0=30
6.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/8	0=30
7.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/9A	1=19
8.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/9B	1=02
9.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/9K	0=19
10.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/9D	0=21
11.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/9F	1=22
12.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/9E	1=01
13.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	151/10	0=22
14.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	150/4B	0=21
15.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	150/4A	0=21
16.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	150/3	1=02

21



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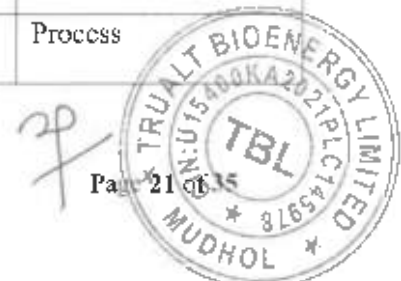


Details of Distillery Facility							
Sl.No	Present Owner	District	Taluk	Hobli	Village	Survey No	Area (A=G)
17.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	150/2	3=00
18.	Shri Sai Priya Sugars Limited	Bagalkote	Jamakhandi	Jamakhandi	Maigura	150/1	3=00
TOTAL							19=10



SCHEDULE 2 | EMPLOYEES

Sl. No.	Name Of The Employees	Designation	Section	Department
Regular Employee Details				
1	Kailash C. Kotkar	General Manager	Process	Admin Dept.
2	Dhareppa Guggari	Hr. Asst.	Admin	Admin Dept.
3	Shankaragoud Minchanal	Manager (Material Followup)	Admin	Admin Dept.
4	Rayappa Hakki	Sales Officer	Sales	Sales
5	Mahesh Jamkhandikar	Sales Officer	Sales	Sales
6	Dundappa Bagayi	A.G.M (Process)	Process	Process
7	Prashant Sayagaon	Dy Manager (Environ)	Process	Process
8	Atul Mohite	Sr. Shift Chemist	Process	Process
9	Shivamurthy R	Shift Incharge	Process	Process
10	Dhareppa Dodamani	Sr Lab Chemist	Process	Process
11	Rangappa Naik	Lab Chemist	Process	Process
12	Arjun Gasti	Lab Chemist	Process	Process
13	Shridhar Ghulannavar	Lab Chemist	Process	Process
14	Sharad Patil	Lab Chemist	Process	Process
15	Deepak Sindagi	Distillation Operator	Distillation	Process
16	Anilkumar Bairumali	Distillation Operator	Distillation	Process
17	Siddharth Mahishwadi	Distillation Operator	Distillation	Process
18	Basavaraj Hunnur	Distillation Operator	Distillation	Process
19	Sharanappa Pujeri	Asst Distillation Operator	Distillation	Process
20	Narayan Hunnur	Fermentation Operator	Fermentation	Process
21	Chanagouda Kumathalli	Fermentation Operator	Fermentation	Process
22	Duragappa Babalad	Fermentation Operator	Fermentation	Process
23	Anil Koladur	Fermentation Operator	Fermentation	Process
24	Rajesab Jiddimani	Fermentation Operator	Fermentation	Process
25	Sachin Sanadi	Fermentation Operator	Fermentation	Process
26	Altaf Gaddekar	Fermentation Operator	Fermentation	Process
27	Chandappa Tonashyal	Fermentation Operator	Fermentation	Process
28	Kallappa Odeyar	Asst. Fermentation Operator	Fermentation	Process
29	Anil Bhagannavar	Asst. Fermentation Operator	Fermentation	Process
30	Muragesh Baddur	Asst. Fermentation Operator	Fermentation	Process



Sl. No.	Name Of The Employees	Designation	Section	Department
31	Chetan Chavan	Asst. Fermentation Operator	Fermentation	Process
32	Shivanand Halli	Asst. Fermentation Operator	Fermentation	Process
33	Ramesh Teli	Asst. Fermentation Operator	Fermentation	Process
34	Akash Paravatanavr	Asst. Fermentation Operator	Fermentation	Process
35	Hanamant Dharigoudar	Asst. Fermentation Operator	Fermentation	Process
36	Sangappa Akkatanger	Asst. Fermentation Operator	Fermentation	Process
37	Anand Navhi	Asst. Fermentation Operator	Fermentation	Process
38	Siddu Mali	Asst. Fermentation Operator	Fermentation	Process
39	Santosh Patil	Evaporator Operator	Evaporation	Process
40	Sidram Biraj	Evaporator Operator	Evaporation	Process
41	Bheemappa Savadi	Evaporator Operator	Evaporation	Process
42	Ratansing Rajaput	Evaporator Operator	Evaporation	Process
43	Saddamhussain Kolar	Asst. Evaporation Operator	Evaporation	Process
44	Vinod Asugade	Asst. Evaporation Operator	Evaporation	Process
45	Darshan Makani	Asst. Evaporation Operator	Evaporation	Process
46	Bitlu Yadav	Decanter Operator	Evaporation	Process
47	Shrishail Tavanidhi	Asst Decanter Operator	Evaporation	Process
48	Amitkumar Padanad	Asst. Decanter Operator	Evaporation	Process
49	Shrishail Malapur	Tanker Supervisor	Process	Process
50	Mahaningappa Biradarpatil	Spirit Issue Asst.	Process	Process
51	Rachayya Malhapati	Spirit Issue Asst.	Process	Process
52	Satish Harale	C.P.U. Chemist	C.P.U.	Process
53	Siddappa Madiwalar	Cpu Operator	C.P.U.	Process
54	Shankar Gurav	Cpu Operator	C.P.U.	Process
55	Chidanand Mathapathi	Cpu Operator	C.P.U.	Process
56	Sanjeev Malashetti	Cpu Operator	C.P.U.	Process
57	Santosh Kumbar	Cpu Operator	C.P.U.	Process
58	Kushalashing Rajaput	Cpu Operator	C.P.U.	Process
59	Raghavendra Jamagoud	Cpu Operator	C.P.U.	Process
60	Pavankumar Kumbar Uri Bulbuli	Asst Cpu Operator	C.P.U.	Process
61	Shankar Belakindi	Asst Cpu Operator	C.P.U.	Process
62	Ravi Kumbar	Asst Cpu Operator	C.P.U.	Process
63	Basavaraj Athani	Asst Cpu Operator	C.P.U.	Process
64	Hanamant Palabhavi	Asst Cpu Operator	C.P.U.	Process
65	Duragappa Madar	Ware House Attendant	C.P.U.	Process



Sl. No.	Name Of The Employees	Designation	Section	Department
66	G.A. Nadaf	Asst Engineer	Mechanical	Process
67	Mahanlesh Jakkappanavar	Asst Engineer	Mechanical	Process
68	Vittal Salagudi	Asst Engineer	Mechanical	Process
69	Siddharood Managuli	Asst Engineer	Mechanical	Process
70	Somayya Mathapatti	Asst Engineer	Mechanical	Process
71	Timmanna Chidabinnavar	Jr Engineer	Mechanical	Process
72	Gowdappa Yadahalli	Fitter A	Mechanical	Process
73	Murageppa Mundagnur	Asst Fitter	Mechanical	Process
74	Gajanan Metri	Asst Fitter	Mechanical	Process
75	Sachin Kamagaon	Asst Fitter	Mechanical	Process
76	Mahantesh Badagi	Asst Welder	Mechanical	Process
77	Inayatalla Mirji	Welder Cum Fitter	Mechanical	Process
78	Umesh Arutagi	Khalasi	Mechanical	Process
79	Mallayya Mathapati	Asst Fitter	W.T.P. Dept.	Process
80	Mahadev Kanti	Asst Fitter	W.T.P. Dept.	Process
81	Siddappa Jakanur	Asst Fitter	W.T.P. Dept.	Process
82	Vijayakumar Kulli	Asst Fitter	W.T.P. Dept.	Process
83	Basavaraj Sajjan	Dy. Manager	Cogen	Cogen
84	Sanjeev Gavaroji	Asst Engineer	Cogen	Cogen
85	Mahadev Labbi	Asst Engineer	Cogen	Cogen
86	Sunil Hoolageri	Asst Engineer	Cogen	Cogen
87	Vishal Patil	Asst Engineer	Cogen	Cogen
88	Avinash Guggari	Jr Engineer	Cogen	Cogen
89	Sunil Salunke	Desk Engineer	Cogen	Cogen
90	Suresh Gani	Turbine Opereter	Cogen	Cogen
91	Bahubali Shirahatti	Turbine Opereter	Cogen	Cogen
92	Baramanna Shirahatti	Turbine Oil Man	Cogen	Cogen
93	Muttappa M Hollur	Fitter-A	Cogen	Cogen
94	Narayan Haroli	1st Class Boiler Attender	Cogen	Cogen
95	Bahubali Managaon	1st Class Boiler Attender	Cogen	Cogen
96	Basavaraj Maranur	2nd Class Boiler Attender	Cogen	Cogen
97	Babu Chavar	2nd Class Boiler Attender	Cogen	Cogen
98	Shankareppa Karander	2nd Class Boiler Attender	Cogen	Cogen
99	Basappa Halagond	Ash Handling Operator	Cogen	Cogen
100	Prajwal Gunadal	Ash Handling Operator	Cogen	Cogen
101	Birappa Kolre	Pump Attendant	Cogen	Cogen
102	Sidram Talawar	Pump Attendant	Cogen	Cogen
103	Muragesh Awati	Pump Attendant	Cogen	Cogen
104	Manjunath Gayakawad	Mbc Opereter	Cogen	Cogen
105	Shivakumar Kalhalli	Mbc Opereter	Cogen	Cogen
106	Imran Sasalatti	Boiler Helper	Cogen	Cogen
107	Siddarood Hollur	Boiler Helper	Cogen	Cogen



Sl. No.	Name Of The Employees	Designation	Section	Department
108	Irappa Bilagi	Water Man	Cogen	Cogen
109	Basavaraj Mathapati	Jr. Welder	Cogen	Cogen
110	Shaik Farukh Moulasab	A.G.M. (Elect.)	Electrical	Electrical
111	S Gnanasekaran	A.G.M. (Project)	Electrical	Electrical
112	Dayanand J	Dy. Manager	Electrical	Electrical
113	Praveen Sarwad	Jr Engineer	Electrical	Electrical
114	Shivanand Mali	Jr Engineer	Electrical	Electrical
115	Basavaraj Yallatti	Wireman	Electrical	Electrical
116	Appasab Patil	Wireman	Electrical	Electrical
117	Adinath Tamadaddi	Wireman	Electrical	Electrical
118	Sagar Malaganvimath	Asst Wireman	Electrical	Electrical
119	Maibubsab Barigaddi	Asst Wireman	Electrical	Electrical
120	Sangappa Hadimani	Sr Engineer	Instrumentation	Instrument.
121	Shrishail Jeure	Asst. Engineer	Instrumentation	Instrument.
122	Sangamesh Timmanavar	Jr Engineer	Instrumentation	Instrument.
123	Sanganabasu Avaradi	Jr Engineer	Instrumentation	Instrument.
124	Sandesh Kore	Instr. Technician	Instrumentation	Instrument.
125	Adinath Kavatekar	Asst. Technician	Instrumentation	Instrument.
126	Vilas Raghuvccr	Asst. Technician	Instrumentation	Instrument.
127	Shashikant Singi	Asst. Technician	Instrumentation	Instrument.

In-Plant Trainee List

1	Mahadev Gurav	Pujari	Admin	Admin
2	Kartik Abakar	Trainee	Sales	Sales
3	Satishkumar Sharana	Sr. Fitter	Co Gen	Co Gen
4	Chetan Jogannavar	Tr. Engineer	Co Gen	Co Gen
5	Shanthinath Kambar	Ipt. Trainee	Co Gen	Co Gen
6	Vikas Halagatti	Ipt. Trainee	Co Gen	Co Gen
7	Prashant Nalavade	Ipt. Trainee	Co Gen	Co Gen
8	Manjunath Girisagar	Ipt. Trainee	Co Gen	Co Gen
9	Pravin Puthani	Ipt. Trainee	Co Gen	Co Gen
10	Siddu Mareguddi	Ipt. Trainee	Co Gen	Co Gen
11	Abhishek Kokatanur	Ipt. Trainee	Co Gen	Co Gen
12	Chetan Kokatanur	Ipt. Trainee	Co Gen	Co Gen
13	Vardhaman Dhupadal	Ipt. Trainee	Co Gen	Co Gen
14	Dundappa Huddar	Ipt. Trainee	Co Gen	Co Gen
15	Santosh Maumi	Ipt. Trainee	Co Gen	Co Gen
16	Manjunath Kumbar	Ipt. Trainee	Co Gen	Co Gen
17	Sachin Awati	Ipt. Trainee	Co Gen	Co Gen
18	Sandeep Koshu	Ipt. Trainee	Co Gen	Co Gen
19	Pavan Kulkarni	Ipt. Trainee	Co Gen	Co Gen
20	Santosh Gayakwad	Ipt. Trainee	Co Gen	Co Gen
21	Maruti Gurav	Ipt. Trainee	Co Gen	Co Gen
22	Siddanna Biradar	Ipt. Trainee	Co Gen	Co Gen
23	Sanket Nimbaragi	Ipt. Trainee	Co Gen	Co Gen
24	Shankar Patil	Tr. Lab Chemist	Cpu	Process
25	Vittal Neelannavar	Tr. Lab Chemist	Cpu	Process
26	Nagesh Utagi	Cpu Helper	Cpu	Process



Sl. No.	Name Of The Employees	Designation	Section	Department
27	Sanjeev Kalloli	Cpu Helper	Cpu	Process
28	Ramesh Shindhe	Cpu Helper	Cpu	Process
29	Anarash Binjalabhavi	Tr. Engineer	Electrical	Electrical
30	Chaten Budni	Ipt. Trainee	Electrical	Electrical
31	Kallappa Kashetti	Ipt. Trainee	Electrical	Electrical
32	Santosh Gulaganvi	Ipt. Trainee	Electrical	Electrical
33	Parashuram Kamble	Ipt. Trainee	Electrical	Electrical
34	Vithal Gasti	Ipt. Trainee	Electrical	Electrical
35	Manjunath Kerur	Ipt. Trainee	Electrical	Electrical
36	Umesh Anagawadi	Ipt. Trainee	Electrical	Electrical
37	Sagar Sanshi	Ipt. Trainee	Electrical	Electrical
38	Ashok Singe	Ipt. Trainee	Electrical	Electrical
39	Shivappa Talavar	Ipt. Trainee	Electrical	Electrical
40	Sumeet Ambi	Tr. Engineer	Instrumentation	Instrumentation
41	Manjunath Kori	Ipt. Trainee	Instrumentation	Instrumentation
42	Ladlemashkh Nadaf	Ipt. Trainee	Instrumentation	Instrumentation
43	Pravcen Danagoud	Ipt. Trainee	Instrumentation	Instrumentation
44	Adhinath Beelagi	Tr. Engineer	Mechanical	Mechanical
45	Abhishek Salunke	Ipt. Trainee	Mechanical	Mechanical
46	Abhishek Shirol	Ipt. Trainee	Mechanical	Mechanical
47	Ravi Hipparagi	Ipt. Trainee	Mechanical	Mechanical
48	Girish Avaradi	Ipt. Trainee	Mechanical	Mechanical
49	Prasad Mathapati	Ipt. Trainee	Mechanical	Mechanical
50	Bharat Savadi	Tr. Lab Chemist	Lab	Process
51	Anand Gote	Tr. Lab Chemist	Lab	Process
52	Basavaraj Godi	Tr. Lab Chemist	Lab	Process
53	Akshaykumar Palake	Fermentation Helper	Fermentation	Process
54	Guruputra Karoshi	Fermentation Helper	Fermentation	Process
55	Prajwal Siddavagol	Fermentation Helper	Fermentation	Process
56	Parashuram Kamble	Ipt. Trainee	Process	Process
57	Mahesh Lonar	Ipt. Trainee	Process	Process
58	Mounesh Mulimani	Ipt. Trainee	Process	Process
59	Avinash Dalave	Ipt. Trainee	Process	Process
60	Santosh Kokatanur	Ipt. Trainee	Process	Process
61	Sangamesh Buralatti	Ipt. Trainee	Process	Process
62	Sanju Patil	Ipt. Trainee	Process	Process
63	Mahaling Badiger	Ipt. Trainee	Process	Process
64	Sachin Jonganavar	Ipt. Trainee	Process	Process
65	Gururaj Patil	Ipt. Trainee	Process	Process
66	Mallappa Dashyal	Ipt. Trainee	Process	Process
67	Sunil Kotyal	Ipt. Trainee	Process	Process
68	Akash Jadhav	Ipt. Trainee	Process	Process
69	Naveen Patil	Ipt. Trainee	Process	Process
70	Umesh Kolar	Ipt. Trainee	Process	Process
71	Santosh Bhajantri	Ipt. Trainee	Process	Process



SCHEDULE 3 | EMPLOYEE BENEFITS

[to be agreed separately and in writing between the Parties]



SCHEDULE 4 | CONTRACTS

[to be agreed separately and in writing between the Parties on or prior to February 28, 2023]



SCHEDULE 5 | FIXED ASSETS

Part A - Fixed assets

Sr. No	Business Area	Asset Class	Asset Type	Asset Code	Asset Description
1	Distillery	210	Land	380001	Land Development A/C
2	Distillery	210	Land	380002	Land Purchase A/C
3	Distillery	220	Factory Buildings	395001	Factory Building
4	Distillery	220	Factory Buildings	395002	Factory Building
5	Distillery	220	Factory Buildings	395003	Lagoon Yard
6	Distillery	220	Factory Buildings	395007	Gosar Industries Pvt Ltd
7	Distillery	221	Other Buildings	410000	Road Distillery Other Building
8	Distillery	221	Other Buildings	410001	Water Tank Building
9	Distillery	230	Plant & Machinery	425051	240 KLPD Distillery Plant & Machinery
10	Distillery	230	Plant & Machinery	425052	New 120 KLPD Distillery Plant
11	Distillery	230	Plant & Machinery	425053	52 To 60 TPH Boiler
12	Distillery	230	Plant & Machinery	425054	8 MW Turbine
13	Distillery	230	Plant & Machinery	425055	120 KLPD Distillery Plant & Machinery
14	Distillery	230	Plant & Machinery	425056	Ash Handling System
15	Distillery	230	Plant & Machinery	425057	Bagasse Handling System
16	Distillery	230	Plant & Machinery	425058	Coal Handling System
17	Distillery	230	Plant & Machinery	425059	Cooling Tower
18	Distillery	230	Plant & Machinery	425060	Electrical/Instrumentation
19	Distillery	230	Plant & Machinery	425061	Fuel Handling System
20	Distillery	230	Plant & Machinery	425062	Materials Handling Equipments
21	Distillery	230	Plant & Machinery	425063	Molasses Tanks 5 Nos
22	Distillery	230	Plant & Machinery	425064	Plant & Machinery CO2
23	Distillery	230	Plant & Machinery	425065	PRDS System
24	Distillery	230	Plant & Machinery	425066	Pumps
25	Distillery	230	Plant & Machinery	425067	Sanitiser Machine

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Sr. No	Business Area	Asset Class	Asset Type	Asset Code	Asset Description
26	Distillery	230	Plant & Machinery	425068	Sludge Settling Tank
27	Distillery	230	Plant & Machinery	425069	Spent Wash Tanks
28	Distillery	230	Plant & Machinery	425070	Syrup Holdings Tank
29	Distillery	230	Plant & Machinery	425071	Valves
30	Distillery	230	Plant & Machinery	425072	Weigh Bridge
31	Distillery	230	Plant & Machinery	425073	Welding Machines
32	Distillery	230	Plant & Machinery	425074	WIP
33	Distillery	230	Plant & Machinery	425075	M P Engg Works - 120 Klpd Distillery Expansion
34	Distillery	250	Furniture & Fixtures	455054	Furniture
35	Distillery	250	Furniture & Fixtures	455055	Cupboard
36	Distillery	250	Furniture & Fixtures	455131	Furnitures Distillery office
37	Distillery	260	Office Equipments	470020	Air Cooler/conditioner
38	Distillery	260	Office Equipments	470021	WALKER TALKER
39	Distillery	270	Computers	485041	Dell Optiplex
40	Distillery	270	Computers	485061	Printer HP Laserjet M 1005
41	Distillery	270	Computers	485068	Printer T's 11d-955 (Process)
42	Distillery	270	Computers	485088	Computer with LED Monitor
43	Distillery	270	Computers	485089	Dell Computer with Printer
44	Distillery	270	Computers	485090	Computer with LED Monitor
45	Distillery	270	Computers	485091	Computer & Accessories
46	Distillery	270	Computers	485092	HP Laserjet Printer
47	Distillery	270	Computers	485093	Printer with Scanner
48	Distillery	270	Computers	485094	HP Printer
49	Distillery	270	Computers	485114	PRINTER & SCANNER
50	Distillery	270	Computers	485115	Computer, HP MFP 1200A, A3 Printer Konika Minolta Bi
51	Distillery	280	Vehicles	515037	Two Wheeler Distillery

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Part B – Capital Work -In- Progress

Sr. No	Business Area	Asset Class	Asset Type	Asset Code	Asset Description
1	Distillery	991	Plant & Machinery	530001	300 KLPD Distillery Expansion
2	Distillery	991	Plant & Machinery	530005	Dense Phase Ash Handling System
3	Distillery	991	Other buildings	530006	BAGGASE & COAL SHED-AUC
4	Distillery	991	Plant & Machinery	530007	52 TO 60TPI BOILER EXPANSION
5	Distillery	991	Plant & Machinery	530013	45 KLPD MOLASES BASED DISTILLERY(KSL)
6	Distillery	991	Plant & Machinery	530019	8MW EXHAUST LINE
7	Distillery	991	Plant & Machinery	530020	MOLASSES TANK
8	Distillery	991	Other buildings	530021	TEMPLE (HANUMAN)
9	Distillery	991	Plant & Machinery	530025	Steam Turbine
10	Distillery	991	Plant & Machinery	530039	300 KLPD DIST EXPANSION CIVIL
11	Distillery	991	Plant & Machinery	530041	INTEREST CAPITALIZATION
12	Distillery	991	Plant & Machinery	530042	Cap WIP Distillery- Plant & Machinery

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SCHEDULE 6 | LICENSES

[to be agreed separately and in writing between the Parties]



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SCHEDULE 7 | STORES AND SPARES

The details of the Stores and Spares, such as material code number, the description of the Stores and Spares, the storage number, the location of storage, the lot name, the material group and the quantity of the Stores and Spares being transferred to the Purchaser, are separately provided to the Purchaser in a compact disc delivered on the Execution Date.



SCHEDULE 8| SELLER WARRANTIES

The Seller warrants to the Purchaser that each of the Seller Warranties contained in this Agreement is true and correct as of the Execution Date and shall be true, accurate, complete and not misleading as of the Closing Date:

1. Corporate Matters

The Seller is a public limited company, duly incorporated, organised, validly existing and in good standing under Applicable Law. The Seller has all requisite corporate power and authority to own its assets and operate its businesses.

2. Authorisations

All corporate authorisations required by the Seller to enter into and perform its obligations under this Agreement and all other documents pursuant to or in connection with this Agreement have been obtained, and this Agreement is valid, binding and enforceable on the Seller in accordance with its terms.

3. Execution and Delivery of the Agreement

- (a) The execution and delivery of this Agreement does not, and the consummation of the Transaction, will not:
 - (i) (A) require the consent of, (B) issuance of any notice to, or (C) making any filing or (D) registration with any third party (including Governmental Authorities), except as contemplated in this Agreement;
 - (ii) conflict with or result in a breach of the charter documents of the Seller; or
 - (iii) result in a breach under any agreement executed by the Seller, or any Applicable Law or Governmental Authorization applicable to the Seller.
- (b) There is no action, suit, proceeding or investigation pending against the Seller, which prohibits the Seller from entering into this Agreement, or consummating the Transaction.

4. Assets and Liabilities

- (a) On and from Closing on the Closing Date, all the Assets and Liabilities will become the assets and Liabilities of the Purchaser.
- (b) The Seller has good title to and/or the right to use all Assets(as the case may be).
- (c) All of the Assets will be transferred to the Purchaser, free of encumbrances (except to the extent specified in this Agreement).

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SCHEDULE 9| PURCHASER WARRANTIES

1. **Authority**

The Purchaser is a company duly organized and validly existing under the Laws of India, and has all the requisite power to own, lease and operate its properties and to carry on its business as now being conducted.

2. **Enforceability**

The Purchaser has the requisite corporate power and authority to execute this Agreement and the Ancillary Agreements and to deliver and perform its obligations thereunder. The execution, delivery and performance of this Agreement, the Ancillary Agreements and the consummation of the transactions contemplated thereby have been duly authorized by all necessary corporate actions on the part of the Purchaser. The Purchaser has duly and validly executed and delivered this Agreement and the Ancillary Agreements. This Agreement and the Ancillary Agreements constitute valid, legal and binding obligations of the Purchaser enforceable against the Purchaser in accordance with its terms.

3. **No conflict**

Neither the execution, delivery and performance of this Agreement or the Ancillary Agreements by the Purchaser, nor the consummation of the transactions contemplated thereby shall: (a) conflict with, result in a breach or violation of, constitute a default under: (i) the articles of association or memorandum of association of the Purchaser or any resolution adopted by the board of directors or shareholders of the Purchaser; (ii) any contract to which the Purchaser is a party; or, (iii) any Applicable Law, judgment or Governmental Authorization including any financing agreement.

4. **Governmental Authorizations**

The execution, delivery and performance by the Purchaser of this Agreement and the Ancillary Agreements, the consummation of the transactions contemplated thereunder and the performance of the Purchaser's obligations thereunder, require no Governmental Authorization or other action or approval by or in respect of, or any filing with, any Governmental Authority.

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IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed on the day of the year first above written.

By Seller :	By Purchaser:
Signature: 	Signature: 
Name: Mr. Vishal Nirani	Name: Mr. Vija Kumar Nirani
Date: <u>26TH, SEPTEMBER</u> , 2022	Date: <u>26TH SEPTEMBER</u> , 2022

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