

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

21677886430598

Bank/Branch: IBKL - 6910331/MULUND
Pmt Txn id : 2914264906
Pmt DtTime : 11-FEB-2025@15:02:12
ChallanIdNo: 69103332025021150270
District : 1201-THANE

Stationery No: 21677886430598
Print DtTime : 12-FEB-2025 18:58:32
GRAS GRN : MH015954883202425S
Office Name : IGR113-THN1 HQR SUB REG
GRN Date : 11-Feb-2025@15:02:13

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 1,45,000/- (Rs One, Four Five, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5 (h) (A) (iv) -- Agreement creating right and having monetary value
Prop Mvblty: N.A. Consideration: R 7,25,00,000/-
Prop Descr : Business Transfer Agreement

Duty Payer: PAN-AAKCK1271C, K V TOYS INDIA LIMITED

Other Party: PAN-AEFPN0190R, NAMITA NARANG

Bank official Name & Signature

ओमेश्वरी भोमले / Omeshwari Bhomie

ईआईएन- 109053/ EIN - 109053

साईबी वी आई बँक लि. / IDBI BANK LTD.

Dhanashree Deshpande
धनश्री देशपांडे / Dhanashree Deshpande
ईआईएन- 109053/ EIN - 109053

साईबी वी आई बँक लि. / IDBI BANK LTD.

Please write below this line



e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

BUSINESS TRANSFER AGREEMENT

THIS BUSINESS TRANSFER AGREEMENT (this "*Agreement*") is made at 1508, Solus Business Park, Hiranandani Estate, Ghodbunder, Thane West, Sandozbaugh, Thane – 400607 on this 12th day of February, 2025 and shall come into effect from the effective date.

between:

K.V. TOYS INDIA LIMITED, a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at 1508, Solus Business Park, Hiranandani Estate, Ghodbunder, Thane West, Sandozbaugh, Thane – 400607 and having corporate identification number U32409MH2023PL4C40007 (the "*Purchaser*", which expression shall, unless repugnant to, or inconsistent with the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the **ONE PART**;

AND

MRS. NAMITA NARANG, residing at 903 ROSEMOUNT BUILDING, RODAS ENCLAVE, HIRANANDANI ESTATE, SANDOZBAUGH, THANE - 400607, MAHARASHTRA, INDIA,, having permanent account number AEFPN0190R, carrying on business as the sole proprietress of **K.V. Impex**, having its principal place of business at 1st Floor, 13, Plot – 14, 16, Kabbibai Building, Bhandari Street X Lane, Chakala Market, Mandvi, Mumbai, Maharashtra, 400003 (the "*Seller*" which expression shall, unless repugnant to, or inconsistent with the context, or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the **OTHER PART**.

WHEREAS:

- A. The Seller is engaged in the business of manufacturing and dealing in all kinds of toys whether made of Plastic, wood, metal, glass, paper, rubber, cloth, clay, PVC, ceramic, plaster of paris or other natural or synthetic material, whether battery, electric or sound operated and of any other description and games for educational purposes, all spare parts, accessories and fitting for all kinds of toys (the "*Business*");
- B. The Purchaser is engaged in the business of manufacture, design, develop, assemble, mould, fabricate, import, export, buy, sell or otherwise deal in all kinds of toys whether mechanically, electrically or electronically operated or manual, automatic, semiautomatic dolls, plastic and wooden toys. ;
- C. The Seller is the legal and beneficial owner of the Business Undertaking (*defined hereinafter*) and has the right, power and authority to sell and transfer the Business Undertaking, to the Purchaser, in the manner and upon the terms and conditions as set out in this Agreement;
- D. The Seller is desirous of transferring the Business Undertaking to the Purchaser and the Purchaser is desirous of acquiring the Business Undertaking from the Seller;



- E. The Seller has represented to the Purchaser that pursuant to the consummation of the transaction contemplated herein, the Seller will cease to undertake the business carried on by it in the Business Undertaking and will continue with the Continuing Business (*defined below*);
- F. The Parties have agreed to execute this Agreement in order to record the terms and conditions of the transfer of the Business Undertaking, from the Seller to the Purchaser, free from Encumbrances, for the Purchase Consideration (*as defined hereinafter*), as an itemised sale, on the terms and conditions recorded in this Agreement.

NOW THEREFORE, in consideration of, and subject to, the mutual covenants, agreements, terms and conditions herein contained the mutual benefits to be derived therefrom and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this Agreement, the following terms shall have the following meanings assigned to them herein below:

"Agreement" shall mean this Business Transfer Agreement and shall include the annexures or schedules appended to this Agreement together with all mutually agreed written modifications from time to time;

"Agreement Date" shall mean the date of execution of this Agreement;

"Assets" shall have the meaning ascribed to the term in Clause 2.3;

"Books and Records" shall mean the certified copies of relevant extracts of such books, ledgers, financials or other records pertaining to the Business Undertaking;

"Business" shall have the meaning ascribed to term in Recital A;

"Business Day" shall mean any day of the year, other than Sundays and days when banks located in Mumbai, Maharashtra are closed for business;

"Business Undertaking" shall mean the manufacturing and dealing in all kinds of toys whether made of Plastic, wood, metal, glass, paper, rubber, cloth, clay, PVC, ceramic, plaster of paris or other natural or synthetic material, whether battery, electric or sound operated and of any other description and games for educational purposes, all spare parts, accessories and fitting for all kinds of toys business of the Seller and all rights, title, and interest in, and to, the assets and liabilities relating to the said business, including the following, (a) Movable Assets, (b) Books and Records, (c) Transferred Liabilities, (d) Employees, (e) Trade Receivables, (f) Licenses, (g) Intellectual Property Rights and any other item and properties held, utilised or which



may be acquired or produced by the Seller for, or relating to, the Business;

"**Closing**" shall mean the completion of the transfer of the Business Undertaking in accordance with the terms of this Agreement and as more particularly set out in Article 5;

"**Closing Date**" shall have the meaning ascribed to the term in Clause 5.1;

"**Conditions Precedent**" shall have the meaning ascribed to the term in Clause 3.1;

"**Dispute**" shall have the meaning ascribed to the term in Clause 11.1;

"**Effective Date**" shall mean and be deemed to refer to 31st January, 2025.

"**Employees**" shall mean the employees of the Seller relating to the Business Undertaking, details of whom are set out in Schedule 1 and who shall be transferred to the Purchaser as part of the Business Undertaking on the Closing 31/01/2025.

"**Encumbrance**" shall mean a charge, pledge, option, restriction, hypothecation, right of pre-emption, third party right or interest or security interest claim, lien, beneficial ownership, or another type of preferential arrangement (*including, a title transfer or retention arrangement*) having a similar effect or any other interest held by any Person other than the legal owner thereof and/or any adverse claim as to title, possession or use;

"**Governmental Authority**" shall mean any governmental, regulatory statutory, departmental or public body or authority including courts of competent jurisdiction having jurisdiction in India;

"**Income Tax Act**" shall mean the Income-tax Act, 1961 and any statutory modifications, amendments and re-enactment thereto from time to time;

"**Indian GAAP**" shall mean generally accepted accounting principles in India (applied on a consistent basis);

"**Intellectual Property Rights**" shall mean all rights in, and to inventions, patents, patent applications, trademarks, service marks, registrations, registered designs, data base rights, trade or business names, know-how, copyright, design rights, domain name rights, in any part of the world (in each case whether registered or not and whether capable of registration or not and including applications for registration) owned, possessed or used by the Seller, to be transferred by the Seller to the Purchaser as part of the Business Undertaking, more particularly described in Schedule 2;

"**Laws**" shall mean any applicable national, provincial, local laws, regulations, principles of common law, binding governmental policies, statute or treaty, in India and shall include notifications, guidelines, policies, directions, directive and orders of any statutory authority, board, tribunal or recognised stock exchange in India;



"Licenses" shall mean licences, permits, consents and approvals procured with respect to the Business Undertaking as set out in Schedule 3;

"Losses" shall mean direct losses, costs, penalties, fines, Taxes, expenses, judgments, awards, settlements or demands that are imposed upon or otherwise incurred, suffered or sustained by the Purchaser, including interest with respect thereto and out-of-pocket expenses, including with respect to reasonable expenses of attorneys, accountants, consultants or experts but excluding any consequential, indirect, punitive or special damages;

"Movable Assets" shall mean all the movable assets including movable plant and machinery, equipment, furniture, fixtures, inventories, spares, moulds, tools, accessories, cash and bank balance and other assets of the Seller, relating to the Business Undertaking, as more particularly set out in Schedule 4 - Part B;

"Party" shall mean the Seller or the Purchaser, referred to individually, and **"Parties"** shall mean the Seller and the Purchaser, referred to collectively;

"Person" shall mean any individual, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Governmental Authority or any other entity whether acting in an individual, fiduciary or other capacity;

"Preservation Term" shall mean the period commencing from the date of execution of this Agreement and ending on the Closing Date;

"Purchaser" shall have the meaning ascribed to the term in the Preamble of this Agreement;

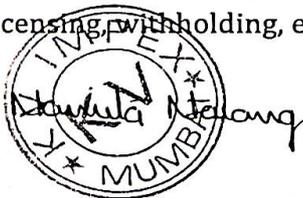
"Purchase Consideration" shall mean an amount of INR 8,91,32,450/- (Indian Rupees Eight Crore Ninety One Lacs Thirty Two Thousand Four Hundred Fifty Only);

"Seller" shall have the meaning ascribed to the term in the Preamble of this Agreement;

"Seller Warranties" shall have the meaning ascribed to the term in Clause 9.1;

"TDS Certificate" shall have the meaning ascribed to the term in Clause 13.11.2;

"Tax" or "Taxes" shall mean direct and indirect taxes with reference to income, profits, gains, asset values, turnover, gross receipts, surcharge, cess, duties (*including stamp duties*), excise, customs, goods and service tax, buyback and dividend distribution taxes, fees, levies or other similar assessments by or payable to a Governmental Authority including in relation to (a) income, manufacture, import, export, services, gross receipts, immovable property, movable property, assets, profession, entry, capital gains, expenditure, procurement, wealth, gift, sales, transfer, licensing, withholding, employment, payroll, fringe benefits and franchise taxes, and



(b) any tax liability in the capacity of an agent or a representative assessee, and (c) any interest, fines, penalties, assessments, or additions to Tax resulting from, attributable to or incurred in connection with any proceedings, contest, or dispute with a Governmental Authority in respect thereof;

"*Third Party Claim*" shall have the meaning ascribed to the term in Clause 10.4.1;

"*Third Party Claim Notice*" shall have the meaning ascribed to the term in Clause 10.4.1;

"*Trade Payables*" shall mean all amounts owed by the Seller to trade creditors solely and exclusively in connection with the Business Undertaking as at the Closing Date, whether or not due and payable at that time;

"*Trade Receivables*" shall mean all amounts as are specifically included in the assets and owing to the Seller by trade debtors solely and exclusively in connection with the Business Undertaking as at the Closing Date in respect of goods supplied by the Seller before the Closing Date, whether or not due and payable at that time;

"*Transfer Taxes*" shall mean documentary and stamp duties, cess or levy (*specifically excluding any tax imposed on, or measured by, income or net income*), including, interest and penalties, if any, in relation thereto imposed by any Governmental Authority on, or with respect to, the transfer of the Business Undertaking;

"*Transferred Liabilities*" shall have the meaning ascribed to the term in Clause 2.6;

"*Transition Period*" shall have the meaning ascribed to the term in Clause 7.1.

1.2 Interpretation: In this Agreement, unless the subject or context otherwise requires:

1.2.1 words importing the singular, include the plural and vice versa;

1.2.2 references to Articles, Clauses, Schedules and Annexures shall be references to articles, clauses and paragraphs of, and schedules and annexures to, this Agreement;

1.2.3 the term "*include*", "*including*" and grammatical variations thereof shall be construed without limitation;

1.2.4 the Preamble, all Schedules and Annexures hereto shall constitute an integral part of this Agreement;

1.2.5 reference to a statute, applicable Law or statutory provision includes, to the extent applicable at any relevant time that statute, applicable Law or statutory provision as from time to time amended, consolidated, modified, re-enacted or replaced by any other statute, applicable Law or statutory provision and any subordinate legislation or regulation made under the relevant statute or statutory provision;

1.2.6 headings and titles used are for ease of reference only and in no way define, limit,



extend or describe the scope of this Agreement or any provisions hereof;

- 1.2.7 words denoting one gender shall include all genders;
- 1.2.8 any reference to any agreement or document shall be construed as amended, varied, supplemented or novated, as the case may be, in writing at the relevant time in accordance with the requirements of such agreement or document and if applicable to this Agreement with respect to amendments;
- 1.2.9 general words in this Agreement shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;
- 1.2.10 reference to a "month" or a "year" shall be to a calendar month or calendar year, respectively.

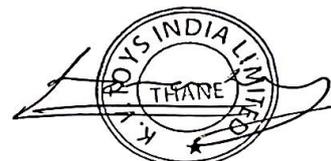
2. TRANSFER OF THE BUSINESS UNDERTAKING

- 2.1 Agreement to Transfer. In consideration of the Purchase Consideration and subject to the satisfaction of the terms and conditions of this Agreement, more specifically the Conditions Precedent set out in Article 3, the Seller shall, on the Closing Date, transfer, grant, sell, convey, assign and deliver, to the Purchaser, the Business Undertaking, for the Purchase Consideration arrived at by assigning individual values to assets or liabilities, free and clear of any Encumbrances.
- 2.2 Purchase Consideration. In consideration of the Seller transferring the Business Undertaking to the Purchaser, on the terms and conditions set out in this Agreement, the Purchaser shall, on the Closing Date, pay to the Seller the Purchase Consideration. All payments to be made to the Seller shall be subject to such deduction and withholdings of applicable Taxes or otherwise as the Purchaser may be mandated or required to do so by any applicable Laws.
- 2.3 Assets. For the purposes of this Agreement, the "*Assets*" that are to be transferred and/or assigned to the Purchaser are all assets required and being used by the Seller in relation to the Business Undertaking, more particularly consisting of items set out in Schedule 4 - Part A as at Agreement Date.
- 2.4 Title and Physical Delivery. Subject to the terms and conditions of this Agreement, the title to, property in, and all risks concerning the Business Undertaking, shall remain with the Seller until the Closing Date and pass from the Seller to the Purchaser on and from the Closing Date.
- 2.5 Seller's Liabilities. All liabilities (i) of whatsoever nature and kind, direct or indirect, known or unknown, disclosed or hidden, contingent or conditional, relating to, arising out of or attributable to the Business Undertaking and arising before or attributable to, periods prior to the Closing Date, including those having their origin prior to the Closing Date, but discovered or claimed after the Closing Date, shall be retained by the Seller and the Seller agrees and acknowledges that the Seller shall be exclusively liable



for the payment of such liabilities for all periods prior to, and upto the Closing Date and shall not make any claim, set-off, counter-claim or claim for reimbursement from the Purchaser for the discharge of such liabilities.

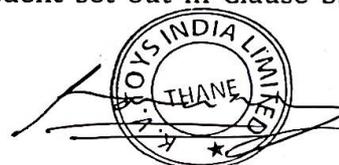
- 2.6 Transferred Liabilities. The Purchaser shall assume only the Transferred Liabilities with effect from Closing Date subject to the terms and conditions of this Agreement. For the purposes of this Agreement, the term "*Transferred Liabilities*" shall mean:
- 2.6.1 liabilities in relation to the Business Undertaking including details of outstanding amount from creditors and Tax liabilities, more particularly as set out in Schedule 5;
- 2.6.2 Trade Payables;
- 2.6.3 those arising with effect from the Closing Date, out of the the Licenses which are transferred to the Purchaser with effect from the Closing Date;
- 2.6.4 all obligations, with effect from the Closing Date, with respect to the Employees and the Employee Benefit Plans arising out of, or relating to their employment in connection with the Business Undertaking, commencing with immediate effect from the Closing Date. For the avoidance of doubt, it is clarified that all the obligations with respect to the Employees arising out of, or relating to their employment in connection with the Business Undertaking prior to the Closing Date will be the obligation and liability of the Seller.
- 2.7 Taxes. All direct Taxes payable as a consequence of the sale and transfer of the Business Undertaking by the Seller to the Purchaser in respect of the Purchase Consideration, as envisaged under this Agreement shall be to the account of the Seller. It is further agreed between the Parties that all indirect Tax, if any, payable as a consequence of the sale and transfer of the Business Undertaking by the Seller to the Purchaser shall be to the account of the Seller.
- 2.8 Employees. With effect from the Closing Date, each of the Employees shall become an employee of the Purchaser with continuity of service and the Purchaser shall ensure, *inter alia*, that (a) the services of the Employees shall not be or deemed to be interrupted by such transfer in terms of Section 25FF of the Industrial Disputes Act, 1947; and (b) the terms and conditions of service applicable to the Employees after such transfer are not less favourable to the Employees than those applicable to them immediately before the transfer. The Purchaser shall be responsible for the fulfilment and maintenance of the Employee Benefit Plans from the Closing Date. Notwithstanding anything contained to the contrary in this Agreement, the Seller shall be fully responsible for all the claims of the Employees (*and for any dismissed employees*) up to the Closing Date and if any of the Employees or dismissed employees should make any claim against the Purchaser in relation to the aforesaid matters which are the responsibility of the Seller, the Seller will pay all costs, expenses, damages and liabilities incurred by the Purchaser in relation to such claim. On or prior to the Closing Date, the Seller shall pay to, or for the benefit of, each of the Employees, all amounts payable to the Employees in connection with their employment up to the day prior to the Closing Date including outstanding salaries, wages, , which were due



and payable by the Seller and other benefits or allowances (*if any*), earned or accrued prior to Closing Date, in terms of Clause 3.1.5.

3. CONDITIONS PRECEDENT

- 3.1 Seller Conditions Precedent. The obligation of the Purchaser to purchase the Business Undertaking from the Seller in terms of this Agreement is subject to the fulfilment by the Seller on or prior to the Closing Date, of the following conditions (*unless waived, in writing by the Purchaser*) (the "**Conditions Precedent**"):
- 3.1.1 Authorisations. The Seller shall have (i) obtained all authorisations required in connection with the execution, delivery and performance of this Agreement and the consummation of the transaction contemplated herein and (ii) provided to the Purchaser, certified copies of such authorisations;
- 3.1.2 Seller Warranties. The Seller Warranties shall be true on and as of the Agreement Date and shall continue to remain true as on the Closing Date with the same effect as though such Seller Warranties had been made on and as of the Closing Date;
- 3.1.3 Application forms and documents for transfer of the Licenses. The Seller shall have (A) (i) completed and signed all application forms and documents required to be submitted to the relevant Government Authorities for the transfer of the Licenses to the extent registered in the name of the Seller with respect to the Business Undertaking and capable of being transferred, from the name of the Seller to the Purchaser or to enable the Purchaser to apply for the same to be in the name of the Purchaser and the transfer of amounts/ deposits, if any, that may be deposited by the Seller with the relevant Governmental Authorities in respect of such Licenses, and where applicable, for the cancellation or surrender of the Licenses; and (ii) provided copies of all such applications to the Purchaser; and (B) provided to the Purchaser additional documents and information as may be reasonably requested by the Purchaser in this regard, from time to time;
- 3.1.4 Deed of Assignment. The Seller shall have entered into a deed of assignment for assigning the Intellectual Property Rights in favour of the Purchaser and the Seller shall have made the necessary applications to the appropriate Governmental Authorities in relation to such assignment;
- 3.1.5 Employees. The Seller shall have (i) paid to the Employees all statutory dues, outstanding salaries payable to the Employees for all periods prior to the Closing Date as per applicable Laws and shall have provided to the Purchaser, copies of documents evidencing such payments; (ii) *created all necessary reserves and provisions with respect to gratuity and such other Employee Benefit Plan as per the Indian GAAP* and (iii) obtained consent in writing of the Employees, by which the Employees shall have agreed in writing, to be employed with the Purchaser, on and from the Closing Date, on terms agreed upon by the Purchaser and each of the Employees;
- 3.2 Intimation of satisfaction of Conditions Precedent. The Seller shall intimate the Purchaser about the fulfilment of the Conditions Precedent set out in Clause 3.1



within *five (5)* Business Days from the date of fulfilment of the last of the Condition Precedent.

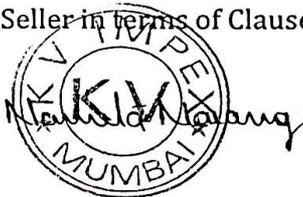
- 3.3 Waiver. The Purchaser may waive all or any of the Conditions Precedent in whole or in part or postpone the performance of a Condition Precedent beyond the Closing Date, in writing. In the event of failure by the Seller to fulfil the Conditions Precedent, required to be fulfilled by the Seller, by the Closing Date (*unless the performance of any of the conditions is waived/deferred or the Closing Date is extended by the Purchaser*), this Agreement shall terminate without any further action or liability on the part of any of the Parties.

4. COVENANTS UNTIL CLOSING

- 4.1 Seller's Covenants. During the Preservation Term, the Seller shall:
- 4.1.1 undertake the Business in the usual and ordinary course of business and comply with applicable Laws in the conduct of the Business;
 - 4.1.2 not create or permit any Encumbrance over the Business Undertaking or any part thereof;
 - 4.1.3 not sell the Business Undertaking or any part thereof, or agree or enter into an agreement for the foregoing with any third party;
 - 4.1.4 not make any material change in, or alter or modify (*or cause the alteration or modification of*) any of the items to be transferred as part of the Business Undertaking;
 - 4.1.5 not make any change in the nature or scope of Business Undertaking;
 - 4.1.6 not undertake any corporate restructuring, amalgamation, absorption, merger or demerger in respect of or affecting the Business Undertaking;
 - 4.1.7 not take any action in contemplation of any liquidation, dissolution or winding up or any other action which is contrary to the provisions of this Agreement;
- 4.2 Access. From the Agreement Date and until the Closing Date, the Seller shall ensure that Purchaser and its representatives and advisors have reasonable access, upon reasonable advance notice, to all relevant key employees, accountants, properties and facilities relating to the Business Undertaking and all relevant Books and Records and contracts thereto which are in the possession or control of the Seller.

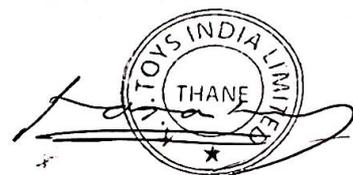
5. CLOSING

- 5.1 Closing. The transaction contemplated by this Agreement shall be consummated at a place, date and/or time as mutually agreed between the Parties, being a date no later than January 31, 2025 ("*Closing Date*") upon the fulfilment of the Conditions Precedent set out in Clause 3.1 and receipt of intimation by the Purchaser from the Seller in terms of Clause 3.2, to the satisfaction of the Purchaser unless the Purchaser



waives or postpones in writing the requirement to perform any such condition, or such other date, place or time as the Parties shall mutually agree upon ("**Closing**"). The actions set out in this Article 5 shall take place contemporaneously.

- 5.2 Seller's obligations. At Closing, the Seller shall do the following acts and/or deliver to the Purchaser:
- 5.2.1 all such assets forming part of the Business Undertaking which are capable of being transferred and assured unto and to the benefit of the Purchaser, by actual or constructive delivery of possession. The acceptance of delivery of such assets shall be subject to physical verification by the Purchaser;
 - 5.2.2 the Books and Records as of the Closing Date;
 - 5.2.3 Movable Assets by physical delivery of possession;
 - 5.2.4 a list specifying the individual amount of such Trade Receivables, together with a list of all its debtors;
 - 5.2.5 a list specifying the individual amounts of such Trade Payables, together with a list of all its suppliers;
 - 5.2.6 details of the Inventory;
 - 5.2.7 execute all documents as may be required by the Purchaser, for the assignment of the Intellectual Property Rights to the name of the Purchaser along with the rights, benefits and obligations therein by execution of such documents as may be required by the Purchaser;
 - 5.2.8 transfer deposits, if any, which form part of the Movable Assets by way of assignment of the relevant deposits by execution of such documents as may be required;
 - 5.2.9 copy of letters issued by the Seller to the Employees and countersigned by such Employees in acceptance, stating that the Employees, on and from the Closing Date, have ceased to be employees of the Seller and that there no amounts due from the Seller to any of the Employees on account of their employment with the Seller whether by way of salary or otherwise;
 - 5.2.10 duly executed specific power of attorney in favour of the Purchaser or its authorised representative, granting powers to the Purchaser or its authorised representative to execute as constituted attorney of the Seller all documents and forms as may be required for the transfer of the applicable Licenses to the extent applicable, to the name of the Purchaser; and
 - 5.2.11 Execute such other documents as may be necessary for the transfer of the Business Undertaking to the Purchaser.



5.3 Purchaser's obligations. the Purchaser shall:

5.3.1 at its sole discretion, undertake physical inspection of the items of the Business Undertaking which are to be transferred to the Purchaser; and

5.3.2 make the payment of the Purchase Consideration in the banking mode as detailed in Schedule 6;

5.4 Co-operation. The Seller undertakes to deliver to the Purchaser all such documents and/ or do all such acts, as may be required to effect the transaction contemplated under this Agreement and to perfect the title of the Purchaser to the Business Undertaking.

6. POST CLOSING ACTIONS.

6.1 The Parties agree and acknowledge that, upon transfer of the Business Undertaking by the Seller to the Purchaser, in terms of the provisions of this Agreement:

6.1.1 (i) all costs and Taxes in relation to the Business Undertaking accruing or arising or attributable to periods (a) prior to Closing Date; or (b) after the Closing Date but relating to events occurring or circumstances existing and relating to the period prior to the Closing Date, shall be to the account of, and borne solely and exclusively by the Seller; (ii) all costs and Taxes which are assessed on, or are required to be paid by the Purchaser for the first time after the Closing Date in relation to, or as a result of, ownership of the Business Undertaking shall be borne by the Purchaser.

6.1.2 the Purchaser shall not be liable for any claims in respect of the Business Undertaking arising with respect to the periods prior to the Closing Date;

6.1.3 the property and risk in the Business Undertaking prior to the Closing Date shall be to the account of the Seller and on and from the Closing Date, shall be to the account of the Purchaser;

6.1.4 in the event, the Seller receives any amounts in respect of the Business Undertaking and which relate to periods after the Closing Date, then the Seller shall hold the same in trust for the Purchaser and shall deposit the same in a separate bank account to be opened for this purpose. The Seller shall transfer such amounts by wire transfer to the bank account designated by the Purchaser, forthwith upon a request received from the Purchaser in this regard;

6.1.5 in the event the Purchaser receives any amounts and which relate to periods prior to the Closing Date, then the Purchaser shall hold the same in trust for the Seller and return the same to the Seller promptly.

6.2 Seller Covenants. The Seller agrees that after the Closing Date,

6.2.1 the Seller shall extend all reasonable support and co-operation to the Purchaser, as may be reasonably required by the Purchaser in connection with the performance of

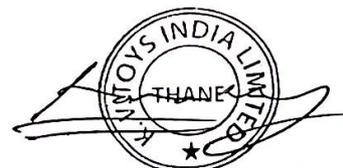


the transaction contemplated under this Agreement for the (i) registration of the deed of assignment of the *leasehold land with the sub-registrar of assurances having jurisdiction*, (ii) *transfer of the Intellectual Property Rights, all applicable Licenses, in favour of the Purchaser by the relevant Government Authority having jurisdiction to the extent required under applicable Law and the grant of fresh authorisations or licenses or the endorsement of the existing Licenses in favour of the Purchaser by such Government Authority evidencing the transfer of the relevant License;*(iii) *provide to the Purchaser, copies of documents received from the Governmental Authorities, evidencing surrender of the applicable Licenses, in the name of the Seller;*

- 6.2.2 co-operate with the Purchaser, in the event the Purchaser is required to make any filings or provide any documents to any Governmental Authority or fulfil any reporting requirement under applicable Law, as a consequence of the consummation of the transaction contemplated under this Agreement, by providing to the Purchaser, necessary information and documents so as to enable the Purchaser to make such filings or comply with such reporting requirements, as the case may be;
- 6.2.3 forward to the Purchaser, as soon as practicable, any documents or communication received by the Seller, at any time after the Closing Date, in relation to the Business Undertaking in so far as such documents or communication relate to the Business Undertaking. The Seller shall, until all such information is provided to the Purchaser, hold all such information in trust for the Purchaser;
- 6.2.4 make necessary filings with the relevant Governmental Authorities in respect of the transaction contemplated under this Agreement so as to enable the Purchaser to claim or become entitled to any Tax benefits, which the Seller was entitled to, in respect of the Business Undertaking, under applicable Laws, and shall execute documents and extend all reasonable support and co-operation to the Purchaser, as may be reasonably required by the Purchaser to avail the aforementioned benefits.
- 6.2.5 Notwithstanding the Closing, the Seller agrees that any amounts received in the Seller's bank accounts after January 31, 2025, which pertain to the Business Undertaking (including but not limited to customer payments, refunds, and any other business-related inflows), shall be promptly transferred in full to the Purchaser, without any deduction or delay. The Seller shall fully cooperate and take all necessary actions, including issuance of instructions to its bankers, to ensure that such amounts are timely remitted to the designated bank account of the Purchaser, as notified in writing.

7. INTERIM CONDUCT

- 7.1 The Seller hereby covenants to the Purchaser that, on and from the Closing Date till the last of the actions (*as determined by the Parties on the Closing Date*) for the completion of the transfer of the title of the Business Undertaking to the name of the Purchaser ("**Transition Period**"):
- 7.1.1 the Seller shall operate the Business Undertaking only in the ordinary course of business, and in trust for the best interest of the Purchaser. All decisions having effect



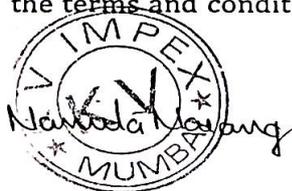
on Business Undertaking shall be referred to, and approval shall be taken from, the Purchaser before any action is taken by the Seller.

- 7.1.2 the Purchaser shall, after the Closing Date, be entitled to all benefits in respect of indirect Tax, which the Seller may have, prior to the Closing Date, been entitled to, or receive after the Closing Date, in respect of the Business Undertaking, under applicable Laws;
- 7.1.3 all revenue generated on the books of the Seller on account of the Business Undertaking being operated by the Seller during the Transition Period, shall be transferred to the Purchaser. In addition, the profits and losses relating to the Business Undertaking on and after the Closing Date shall be deemed to be the profits and losses of the Purchaser so that the Purchaser enjoys the benefit of, and assumes the risk associated with, the Business Undertaking with effect from the Closing Date. Further, any accounts as may be required to be maintained by the Seller for the Transition Period with respect to the Business Undertaking shall be prepared and maintained separately and the Seller shall upon the expiry of the Transition Period, hand over to the Purchaser, all the records in original, which it may have maintained on behalf of the Purchaser.
- 7.1.4 for the Transition Period, necessary agreements if required shall be executed between the Seller and the Purchaser for the purposes of operating the Business Undertaking during the said Transition Period.

8. NON - COMPETE AND NON-SOLICITATION

8.1 Non-Compete. In consideration of the benefits to be derived by the Seller pursuant to the transaction contemplated under this Agreement, the Seller agrees and acknowledges that during the period commencing from the Agreement Date and ending upon the expiry of five (5) years from the Agreement Date ("Non-Compete Period"), she shall, in India ("Territory"):

- 8.1.1 not, make any investments in any manner in a Person, engaged in the Business;
- 8.1.2 not, whether in the capacity of a principal or as an agent or in the capacity of a partner, proprietor, trustee, advisor, consultant, shareholder, agent, representative or other constituent of any other Person:
- (a) commence, establish, develop, promote, invest in, engage in, carry on, conduct or do any activities or business or prepare or initiate preparations to do any activities or business that competes with the Business;
 - (b) engage in any business with, or provide any services, products, advice, endorsement or assistance to, any entity, whether as a principal, partner, director, employee, consultant, shareholder or otherwise that is actively engaged in the Territory in any business which is in competition with the Business or undertake a business or activity competing with the Business;
 - (c) induce or attempt to induce any service provider, channel partner or agent of the Company to cease to supply/ provide services to the Company or to change the terms and conditions of such services in a manner which is material and



adverse to the Company.

8.1.3 not, either individually or as owner, agent, advisor, consultant, shareholder or otherwise:

- (d) induce any employee of the Seller and/or the Purchaser to terminate employment with such entity; or
- (e) solicit, encourage or induce the employment or engagement of, or entice from the employment of the Seller and/or the Purchaser; or
- (f) approach, canvass, solicit or otherwise endeavour to entice away from the Seller and/or the Purchaser, any of its agents, distributors, directors or representatives; or
- (g) direct, arrange, participate or assist in any such solicitation, encouragement, inducement or enticement of any person who is or was employed by the Seller and/or the Purchaser;

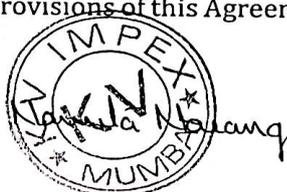
8.1.4 not engage in, or agree to engage in or prepare to engage in any other act or thing analogous to the foregoing that would prejudice the interests of the Purchaser or their respective Affiliates relating to the Business.

8.2 Independent Covenants. All the covenants in this Clause 8 are intended by each Party to be, and shall be construed as, an agreement independent of any other provision in this Agreement. It is specifically agreed that the Non-Compete Period shall be computed by excluding from that computation any time during which the Seller is in violation of any provision of Clause 8.

8.3 Investment. Nothing contained in this Article 8 shall be deemed to restrict the Seller from: (i) making any financial investment or hold any class of shares or debentures in any Person engaged in the Business and listed on any recognized exchange in any jurisdiction solely for investment purpose, up to [15]% of such Person's total paid up share capital; (ii) making passive financial investment in private companies engaged in the Business, solely for investment purpose, up to [15]% of such Person's total paid up share capital; or (iii) investments in mutual funds, real estate, portfolio management services or bank deposits products relating to Business.

8.4 Materiality. The Seller hereby agrees that this Clause 8 is a material and substantial part of the transaction and absent the Seller agreeing to covenants in this Article, the Purchaser would not have agreed to execute this Agreement and consummate the transaction under this Agreement with the Seller. The Parties agree and acknowledge that the Purchaser shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Seller with respect to any violation of the covenants and obligations contained in this Clause 8. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Purchaser may have at Law or in equity.

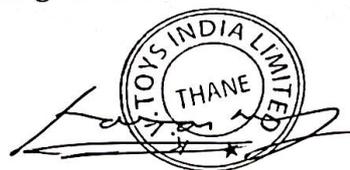
8.5 Performance of the Parties. The Parties agree and undertake to use all their rights and powers to support and ensure the due fulfilment and performance of the provisions of this Agreement. In the event that any of the restrictions contained in this



Clause 8 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too long a period of time or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the longest period of time for which it may be enforceable, and/or to the maximum extent in all other aspects as to which it may be enforceable, as determined by such court in such action. In the event that any of the restrictions contained in Clause 8 are rendered void by any court of competent jurisdiction or otherwise but would be valid if some part thereof was deleted, the above restrictions shall apply with the deletion of such words as may be required to make the restrictions contained in Clause 8 valid, binding and effective. In the event the deleted provision affects the essence of the subject matter of this Agreement, the Parties shall enter into good faith negotiations to provide an acceptable replacement provision for the deleted provision.

9. REPRESENTATIONS AND WARRANTIES

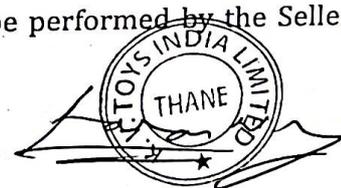
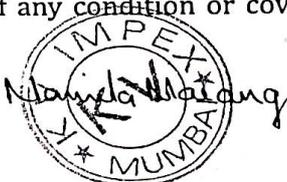
- 9.1 Seller Warranties. The Seller represents and warrants to the Purchaser ("**Seller Warranties**") as on the Agreement Date and as on Closing Date, as under:
- 9.1.1 Authority. the Seller has power to enter into, and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by and on behalf of the Seller and constitutes legal, valid and binding obligation of the Seller, enforceable against the Seller, in accordance with the terms contained herein.
- 9.1.2 Conduct of Business Undertaking. The Business Undertaking has been carried on by the Seller in the ordinary course of business and in compliance with applicable Laws.
- 9.1.3 Authorisations. The Seller has received requisite authorisations from Governmental Authorities for the conduct of Business and the transfer of the Business Undertaking to the Purchaser;
- 9.1.4 Title. the Seller is the sole beneficial owner of the Business Undertaking, and no other Person has any right or interest in the Business Undertaking. No Encumbrances exist over the assets and properties forming part of the Business Undertaking, and no person (other than the Seller) is actually or conditionally entitled to possession, occupation or use of any of the assets and properties forming part of the Business Undertaking;
- 9.1.5 Non-conflict. the execution, delivery and performance of this Agreement by the Seller will not conflict with, result in a breach of, or constitute a default under, or contravene any provisions of any existing agreement (*in writing*) to which the Seller may be party or by which the Seller may be bound or affected;
- 9.1.6 No Litigation. there are no pending or threatened (*in writing*) claims, suits, arbitration or official investigations against the Seller nor is the Seller a party to any decree, or injunction, or judicial, administrative or arbitral order, or any agreement (*in writing*) which restricts or gives rise to, or serves as the basis to restrict the consummation of the transaction contemplated under this Agreement;



- 9.1.7 Tax proceedings. no Tax proceedings are pending against the Seller that can adversely affect the transfer of the Business Undertaking under Section 281 of the Income Tax Act or Section 81 of the Central Goods and Service Tax Act, 2017;
- 9.1.8 Information. the information as set out in Schedules *and Annexures* to this Agreement is true, correct and complete in all respects;
- 9.1.9 Absence of Undisclosed Liability. as of the Agreement Date, the Seller has disclosed to the Purchaser all material liabilities in respect of the Business Undertaking;
- 9.1.10 Solvency. no winding-up, bankruptcy or insolvency proceeding has been initiated or is pending or threatened (*in writing*) against the Seller. No receiver, manager, insolvency professional or provisional liquidator, assignee or other administrative or judicial officer has been appointed to manage the affairs of the Seller.
- 9.2 Purchaser Warranties. The Purchaser represents and warrants to the Seller as on the Agreement Date and as on Closing Date, as under:
- 9.2.1 Incorporation. The Purchaser is a company incorporated under the provisions of the Companies Act, 1956;
- 9.2.2 Authority. The Purchaser has the power to enter into, and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by and on behalf of the Purchaser and constitutes legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser, in accordance with the terms contained herein. The consummation of the transaction contemplated under this Agreement has been duly authorised and approved by all necessary corporate action on the part of the Purchaser;
- 9.2.3 Solvency. No winding-up, bankruptcy or insolvency proceeding has been initiated or is pending or threatened (*in writing*) against the Purchaser. No receiver, manager, insolvency professional or provisional liquidator, assignee or other administrative or judicial officer has been appointed to manage the affairs of the Seller.

10. INDEMNIFICATION

- 10.1 Indemnity. The Seller shall indemnify, keep indemnified and hold harmless the Purchaser from any and against any Losses accrued, suffered or incurred by the Purchaser resulting or arising from, or in relation to:
- 10.1.1 the Business Undertaking or its operations for periods prior to the Closing Date;
- 10.1.2 any liability or obligation of whatsoever nature arising out of, or relating to the Business Undertaking, including Tax liabilities, for periods prior to the Closing Date;
- 10.1.3 any inaccuracy, misrepresentation or breach of any of the Seller Warranties or breach of any condition or covenant or obligation required to be performed by the Seller



under this Agreement; and/or

10.1.4 any claim or proceeding by any third party against the Purchaser arising out of any act, deed or omission by the Seller in connection or relating to the Business Undertaking.

10.2 Payments. Any claim for indemnity pursuant to this Agreement shall be made by the Purchaser by notice in writing, to the Seller. The Seller shall reimburse the Purchaser for all reasonable out-of-pocket expenses (*including attorney's fees and disbursements*) as are incurred in connection with investigating, preparing to defend or defending any such action, suit, claim or proceeding (*including any inquiry or investigation*) whether or not the Purchaser is a party thereto. All payments in terms of this Article 10 shall be paid or reimbursed promptly by the Seller and in any event no later than thirty (30) days from the date of receipt of the notice from the Purchaser in this regard. Any payments made pursuant to this Article 10 shall be made free and clear of, and without deduction for, or on account of any charges, fees, costs, expenses, duties, etc.

10.3 Sole Remedy. The indemnification rights of the Purchaser under this Agreement are sole remedy that the Purchaser shall have for any claims for Losses under this Agreement.

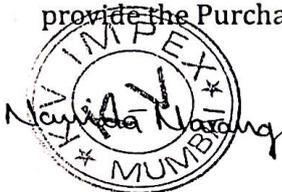
10.4 Third Party Claims.

10.4.1 Upon the receipt by the Purchaser of the commencement of any action, suit, arbitration or other proceeding by a third party (a "*Third Party Claim*"), the Purchaser shall, if a claim with respect to the Third Party Claim is to be made against the Seller, provide a written notice ("*Third Party Claim Notice*") to the Seller which shall describe the Third Party Claim in reasonable detail, including all relevant documents and materials which the Purchaser may have received in this regard and specifying the amount claimed.

10.4.2 The Purchaser shall have the right, by giving written notice to the Seller, to assume or participate in the defence of any Third Party Claim and be represented by the Seller's own counsel provided that:

10.4.3 The Seller shall:

- (i) act in good faith and reasonably in all circumstances;
- (ii) take such actions as they deem necessary to dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim and on behalf of the Purchaser after due consultation with the Purchaser;
- (iii) keep the Purchaser informed regarding progress with respect to such Third Party Claims as may be agreed mutually; and
- (iv) provide the Purchaser with full access to copies of any notice, correspondence

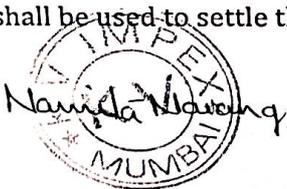


or other document relating to the Third Party Claim and related proceedings.

- 10.4.4 The Seller shall not, without the prior written consent of the Purchaser, make any admission of liability, agreement or compromise, or consent to any settlement or understanding, where such consent, admission, settlement or understanding has an adverse effect on the Business Undertaking and any such settlement, compromise or understanding without the prior written consent of the Purchaser shall not be binding on the Purchaser.
- 10.4.5 In the event that the Seller elects not to assume the defence of the Third Party Claim, then the Purchaser shall take any steps in terms of defending such Third Party Claims. In the event that the Purchaser assumes the defence of the Third Party Claim then it shall be permitted to settle such Third Party Claim without prior written consent of the Seller, provided that the Seller is kept informed regarding such settlement.
- 10.4.6 Assistance. The Seller shall, at all times, provide such information and assistance as the Purchaser may reasonably require in connection with the preparation for, and conduct of, any proceedings and/or negotiations for settlement relating to the Third Party Claim, as the case may be.
- 10.5 Limitations. The maximum aggregate liability of the Seller under this Agreement shall be 100% (one hundred percent) of the Purchase Consideration. Further, the Seller shall not be liable for a Loss that results from, or is increased on account of, a new law or change in law, in each case taking effect on or after the Closing Date.
- 10.6 Assumption of Liability. The Purchaser shall not assume in any manner, any responsibility or liability whatsoever prior to the Closing Date to any Person, Governmental Authority or otherwise, in respect of the Business Undertaking, or in respect of operations and activities of the Seller in respect of the Business Undertaking, for the periods prior to the Closing Date, nor assume any responsibility or liability for any non-compliance in relation of, or respect to the Business Undertaking before the Closing Date, of any applicable Laws, rules, regulations, any monetary or other liability. Any liability or claim pertaining to, or in respect of, or arising out of, the Business Undertaking, whether on account of any act, omission or occurrence or event or circumstance, whether in existence or attributable to a period or time prior to the Closing Date shall remain the sole and exclusive liability of the Seller.

11. DISPUTE RESOLUTION

- 11.1 Dispute. If any dispute, claim, or difference of any kind whatsoever (the "*Dispute*") shall at any time arise between the Parties with respect to the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or the rights or obligations of the Parties hereunder, such Dispute shall, to the extent possible, be settled in the first instance by prompt and good faith negotiations between the representatives of each of the Parties. The Parties agree that if the Dispute cannot be resolved by mutual consent the following resolution procedure shall be used to settle the Dispute.



11.2 Arbitration. If the Dispute cannot be settled within thirty (30) days by mutual discussions, the Dispute shall be referred to arbitration by a sole arbitrator to be appointed by the Parties mutually. The provisions of the Arbitration and Conciliation Act, 1996 shall govern such arbitration. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding. The seat of arbitration shall be Mumbai and the language of arbitration shall be English. The arbitrator's award shall be substantiated in writing. The arbitrator shall also decide on the costs of the arbitration procedure. The Parties agree that the arbitration award shall be final and binding on the Parties. The Parties shall submit to the arbitrator's award and the same shall be enforceable in any competent court of law.

12. GOVERNING LAWS AND JURISDICTION

12.1 Governing Law. This Agreement shall be governed by, and be subject to, and construed in accordance with, the laws of India.

12.2 Jurisdiction. Subject to the provisions of Article 11, the courts of Mumbai, Maharashtra shall have exclusive jurisdiction.

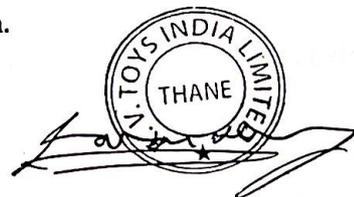
13. MISCELLANEOUS PROVISIONS

13.1 Assignment. Neither Party shall assign or transfer or otherwise deal with all or any of its rights and/or obligations under this Agreement nor dispose of any right or interest in it, in whole or in part.

13.2 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived only with the written consent of all the Parties.

13.3 Entire Agreement. This Agreement (*including the recitals*) constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements, representations, statements, negotiations, understandings, proposals and undertakings.

13.4 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, prohibited or unenforceable to any extent for any reason including by reason of any Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from one Party to another and the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.



13.5 Counterparts. This Agreement may be entered into in two or more counterparts, each of which, when executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument. Delivery of an executed signature page of a counterpart by facsimile transmission or in Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Agreement. If either method is adopted, without prejudice to the validity of such Agreement, each Party shall provide the others with the original of such page as soon as reasonably practicable thereafter.

13.6 Further Assurance. Each Party shall do, execute and perform all such further deeds, documents, assurances, acts and things as may reasonably be required to give effect to the terms of this Agreement. The Parties agree to make all such filings with Governmental Authorities that may be required to be made by such Party, under any applicable Law to give effect to the terms of this Agreement.

13.7 Notices. Unless otherwise provided in this Agreement, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address or e-mail set out below (*or such other address or e-mail as the addressee has by five (5) Business Days' prior written notice specified to the other Party*). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering party; (b) if sent by registered post on receipt of acknowledgement; (c) if sent by electronic mail, at the time of transmission and no delivery failure report having been received. A notice or other communication received on a day other than a Business Day, or after business hours in the place of receipt, shall be deemed to be given on the next following Business Day in such place. In the event, a Party refuses delivery or acceptance of a notice, request or other communication, under this Agreement, it shall be deemed that the notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in this Agreement.

If to the Seller:

MRS. NAMITA NARANG

c/o K.V. IMPEX

Address: 1st Floor, 13, Plot – 14, 16, Kabbibai Building, Bhandari Street X Lane, Chakala Market, Mandvi, Mumbai, Maharashtra, 400003

Telephone/Contact: 8433696279

E-mail Address: KVIMPEX@yahoo.in

If to the Purchaser:

K.V. TOYS INDIA LIMITED

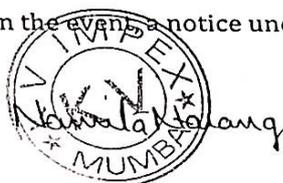
Attention: KARAN NARANG

Address: 1508, Solus Business Park, Hiranandani Estate, Ghodbunder, Thane West, Sandozbaugh, Thane – 400607

Telephone/Contact: 9833616274

E-mail Address: karannarang@kvtoysindia.com

In the event, a notice under this Agreement is not sent as per the terms of this Article



then such notice shall be held invalid.

13.8 Confidentiality. Each Party shall keep all information and other materials received by it from the other parties in relation to the transaction contemplated by this Agreement confidential and shall not without the prior written consent of the other Party, divulge such information to any other Person or use the information, in any manner, other than for carrying out the purposes of this Agreement.

13.9 Announcements. No Party shall be entitled to issue or make any formal or informal public announcements or press releases to the public with respect to this Agreement or the understanding contained herein or the terms and conditions of this Agreement without the prior written consent of the other Party.

13.10 Cost, Expenses and Taxes. Each Party shall, respectively bear their own costs and expenses, including professional and/or legal costs, in connection with the negotiation, preparation and execution of this Agreement. Costs related to the stamp duty on this Agreement and on transfer of the Business Undertaking shall be borne by the Purchaser. The Seller shall pay all Taxes, if payable by it, with respect to any gains / income arising from the sale of the Business Undertaking under this Agreement as and when Taxes in respect thereof are due for payment under applicable Laws.

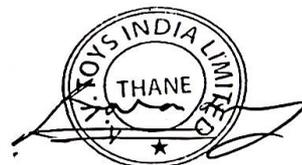
13.11 Transfer Taxes.

13.11.1 All stamp duty, value added tax and registration charges related to the instruments of transfer of the Business Undertaking by the Seller to the Purchaser in pursuance of this Agreement shall be borne and paid by the Seller.

13.11.2 Pursuant to the Closing, for any payments received by the Seller, or any certificate for deduction of tax at source ("TDS Certificate") issued by any Person to the Seller, in its name in connection with the Business Undertaking, on the 1st of every month, for a period of 6 (six) months from the Closing Date, the Seller and the Purchaser shall undertake a reconciliation exercise, whereby:

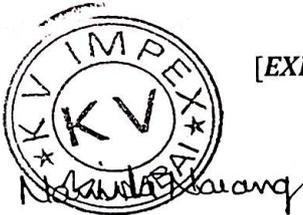
- (i) The Seller shall pay to the Purchaser the relevant amounts in connection with the tax deducted at source, upon the Purchaser handing over to the Seller a proper TDS Certificate, and in connection with the amounts received, upon the Purchaser providing appropriate receipts evidencing the same; and
- (ii) The Purchaser shall make best efforts to ensure that all amounts receivable and TDS Certificates to be issued are pursued diligently and collected expeditiously.

13.11.3 Any and all taxes, charges, public imposts, fees and the like which are assessed on or are required to be paid by the Purchaser for the first time after the Closing Date in relation to, or as a result of, ownership of the Business Undertaking, including property taxes shall be shared by the Purchaser and the Seller on the basis of the number of days of their respective holding of the Business Undertaking during the period Taxes are assessed.

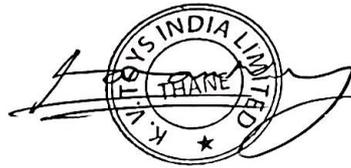


13.12 Specific Performance. The Parties agree that damages may not be an adequate remedy and the Purchaser, its nominees and/or its assignees, as the case may be, shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Seller from committing any violation or for enforcing the performance by the Seller, of its covenants, Seller Warranties and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies, the Purchaser may have at law or in equity, including a right for damages.

13.13 Survival. The provisions of Articles 8 (*Representations and Warranties*), 10 (*Indemnification*), 11 (*Dispute Resolution*), 12 (*Governing Law and Jurisdiction*), 13 (*Miscellaneous Provisions*) respectively shall survive the Closing under this Agreement.



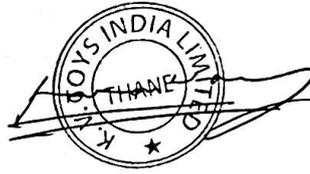
[EXECUTION SHEET ON THE NEXT PAGE]



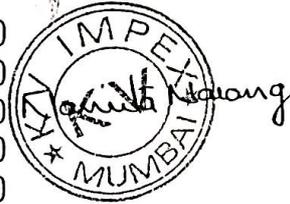
[EXECUTION SHEET]

IN WITNESS WHEREOF the Parties have hereunto set their respective hands the day and year first above written.

SIGNED AND DELIVERED)
by the withinnamed Purchaser)
K.V. TOYS INDIA LIMITED)
by the authorised signatory)
Mr. KARAN NARANG)



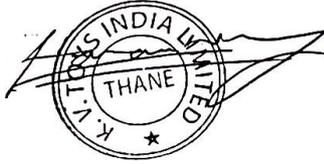
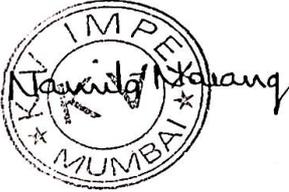
SIGNED AND DELIVERED)
by the withinnamed Seller)
MRS. NAMITA NARANG)
for and on behalf of)
K.V. IMPEX)



Schedule 1

DETAILS OF EMPLOYEES

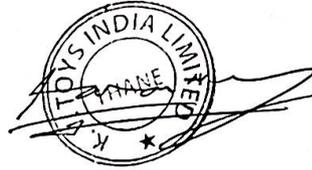
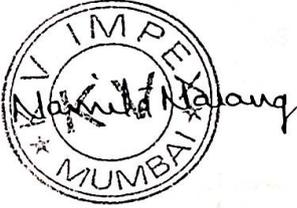
| SR.NO | NAMES |
|-------|-------------------------|
| 1 | SHITAL VIVEK TAWARE |
| 2 | NILAM PAWAR |
| 3 | ANKITA MISHRA |
| 4 | ZEESHAN MOMIN |
| 5 | REENA SACHIN MADHAVI |
| 6 | AWAIS KHAN |
| 7 | AARIF QURAISHI |
| 8 | PRATHAMESH PRASAD PATIL |
| 9 | NITESH MANDAVKAR |
| 10 | RANI SURESH GUPTA |
| 11 | CHANDRAKALA R. WANKHADE |
| 12 | PRAVIN KUMAR PARIHAR |
| 13 | SANTOSHI SHIVAJI SUMBHE |
| 14 | DHIRAJ KUMAR BHATI |
| 15 | MANISHA ZANKAR |
| 16 | SUHAS BALU TULSANKAR |
| 17 | VIJAY SURESH ZANKAR |
| 18 | PRAVIN CHAWHAN |
| 19 | RADHA ANKUSH KUSALKAR |



Schedule 2

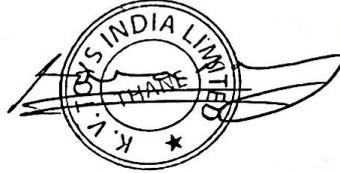
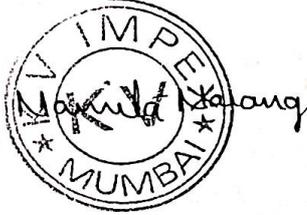
DETAILS OF INTELLECTUAL PROPERTY RIGHTS

| Sr No. | Particulars of Trademark | Application Number | Validity |
|--------|--------------------------|--------------------|------------|
| 1. | KV Impex (Logo) | 4762322 | 30/11/2030 |



Schedule 3
DETAILS OF LICENSES

| SR NO. | PARTICULARS OF LICENSE | LICENSE NUMBER | VALIDITY |
|--------|------------------------|-----------------------------|-------------|
| 1. | BIS | Licence No. CM/L-7800083518 | 29-Mar-2026 |
| 2. | BIS | Licence No. CM/L-7800085716 | 03-Jun-2026 |

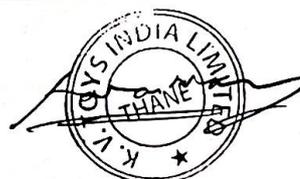
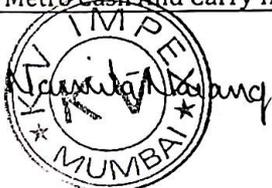


Schedule 4

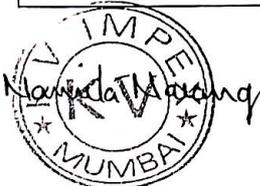
Schedule 4 - Part A
DETAILS OF ASSETS BEING TRANSFERRED

| SR.NO. | PARTICULARS | VALUE |
|--------|--|-------------|
| 1. | Debtors* | 6,18,57,143 |
| 2. | Deposits** | 10,21,392 |
| 3. | Cash and Bank Balance | 18098036 |
| 4. | Fixed Assets (As per Schedule 9- Part B) | 1,18,70,027 |

| *PARTICULARS OF DEBTORS | AMOUNT |
|---|-----------|
| AIRPLAZA RETAIL HOLDINGS PRIVATE LIMITED | 58,09,454 |
| AKBARIBHAI MOHSINBHAI CUTLARIWALA & SONS | 2,63,862 |
| ALIFIYAH ENTERPRISES | 29,200 |
| AVENUE SUPERMARTS LIMITED [BENGALURU] | 82,039 |
| AVENUE SUPERMARTS LIMITED [BHIWANDI] | 68,741 |
| AVENUE SUPERMARTS LIMITED [GUJARAT] | 2,124 |
| AVENUE SUPERMARTS LIMITED [HYDERABAD] | 43,733 |
| AVENUE SUPERMARTS LIMITED [INDORE] | 3,163 |
| BALAJI TOYS (BHAWARLAL) | 4,20,474 |
| BOMBAY TOY HOME - ERNAKULAM | 45,420 |
| CITY MAX HOTELS (INDIA) PVT LTD | 1,78,252 |
| CITY MAX HOTELS (INDIA) PVT LTD (BLR) | 9,48,864 |
| D D TOYS | 6,06,535 |
| E-GLOBAL SHOP - SARKHEJ | 14,310 |
| GALAXY TOYS & GAMES - DELHI | 1,23,700 |
| GOODLUCK TRADERS | 1,57,896 |
| GURU GOWTHAM MARKETING-MADURAI | 40,000 |
| IKON MOULDER PVT LTD - SUPA-Dr | 56,70,432 |
| K V TOYS INDIA LIMITED | 74,22,027 |
| KAKAR TRADING CO. | 40,448 |
| KOHLI TOYS - DELHI | 1,23,404 |
| KRISHNA MARKETING- KOLLAM | 60,000 |
| LULU HYPERMARKET (CL INDIA) - ASHOKAPURAM | 6,46,645 |
| LULU INDIA SHOPPING MALL PVT. LTD - LUCKNOW | 4,51,218 |
| LULU INTERNATIONAL SHOPPING MALLS PRIVATE LIMITED | 1,344 |
| M/S. MINISO LIFE STYLE PRIVATE LIMITED | 37,54,984 |
| MAHAVEER GIFT HOUSE | 3,50,000 |
| MAHAVIR PLASTIC HOUSE | 31,719 |
| MARKET NINETY NINE PRIVATE LIMITED | 57,800 |
| MATCHLINE TOYS | 50,432 |
| MAYANK BIPINBHAI KOTAK - RAJKOT | 54,056 |
| Metro Cash and Carry India Limited (MP) | 39,527 |
| Metro Cash And Carry India Limited (AP) | 3,12,274 |
| Metro Cash And Carry India Limited (BLR) | 8,41,641 |
| Metro Cash And Carry India Limited (HYD) | 6,29,692 |
| Metro Cash And Carry India Limited (MH) | 3,77,305 |
| Metro Cash And Carry India Limited (Punjab) | 1,27,239 |
| Metro Cash And Carry India Limited (UP) | 56,878 |
| Metro Cash And Carry India Limited (WB) | 2,29,851 |



| | |
|---|-------------|
| Millenium Toys - (R) | 68,466 |
| MONO PACKAGING PVT LTD-DR | 19,93,592 |
| NEW SUPER TOYS - ERNAKULAM | 3,22,699 |
| P P TOYS | 1,05,000 |
| PASVID GLOBAL PRIVATE LIMITED (DR) | 1,49,61,318 |
| RELIANCE RETAIL LIMITED [KERALA] | 24,515 |
| RELIANCE RETAIL LIMITED- CHENNAI | 3,31,274 |
| RELIANCE RETAIL LIMITED-HYD | 4,34,560 |
| RELIANCE RETAIL LIMITED-MH | 6,03,143 |
| RELIANCE RETAIL LIMITED-WB | 5,34,500 |
| RELIANCE RETAIL LTD.-HR | 5,58,072 |
| RITIKA TOYS | 2,02,499 |
| RONAK TOYS | 1,45,860 |
| SANJAY VALECHA-[C\O.-SHIV SWAROOP TOYS & NOVELTY] | 20,488 |
| SARALA STORE | 64,775 |
| SATGURU PLASTICS-DR | 45,78,608 |
| SATGURU PLASTOTECH-DR | 10,18,639 |
| SEEMA AND SONS - MORADABAD | 6,939 |
| SHIVALIK PLASTIC INDUSTRIES-DR | 64,25,593 |
| SHIVAM TOYS - INDORE | 33,187 |
| SHUBHAM CHOICE | 72,326 |
| SIDDHIVINAYAK PLASTIC INDUSTRIES-DR | 78,90,416 |
| SNNR PRIVATE LIMITED | 5,63,709 |
| SRI SANCHCHIYA TOYS | 33,133 |
| TIMEZONE ENTERTAINMENT PVT LTD | 20,39,677 |
| TIMEZONE ENTERTAINMENT PVT LTD (UP) | 52,262 |
| TOYS WORLD - AJMER | 40,259 |
| VIJAYA IMPEX | 1,00,000 |
| VISHAL GENERAL STORES | 20,209 |
| VISHAL MEGA MART PVT LTD | 27,038 |
| VISHAL TOYS - RAIPUR | 34,836 |
| WINMAGIC TOYS PRIVATE LIMITED | 21,98,842 |
| Advance Debtors | -86,462 |
| AL-RAHMATH TRADINGS(PROP-N.RAHAMATHULLAH) | -8,448 |
| ANKUR ELECTRONICS CORPORATION-AHMEDABAD | -4,835 |
| ARIHANT GIFT& TOYS | -15,160 |
| BALAJI TOYS - AHMEDABAD | -1,091 |
| BALAJI TRADERS - ALWAR | -1,139 |
| BOMBAY STATIONERY PLASTICS -DAVANGERE | -3,311 |
| IDEAL ASSOCIATES - THRISSUR | -5,100 |
| KRISHNA MARKETING - BANGALORE | -3,592 |
| KRISHNA TOYS-JUNAGARH | -1,015 |
| MAHADEV MARKETING - KUMBAKONAM | -11,435 |
| MARPHA TRADING PVT LTD | -45,735 |
| Metro Cash And Carry India Limited (DELHI) | -2,327 |
| Metro Cash And Carry India Limited (GJ) | -774 |
| Metro Cash And Carry India Limited - KARNATAKA | -23,870 |
| Metro Cash And Carry India Limited (RJ) | -421 |
| Metro Cash And Carry India Limited - TELANGANA | -12,311 |
| M/S GURU ENTERPRISES - [OLD] | -17,151 |
| NESARA BANGELS AND FANCY AND TOYS | -1,040 |
| RAMACHANDRAN RETAIL PRIVATE LIMITED | -4,135 |



| | |
|--|---------------|
| RELIANCE RETAIL LIMITED- ANDHRA PRADESH | -1,06,200 |
| RELIANCE RETAIL LIMITED-BIHAR | -59,000 |
| RELIANCE RETAIL LIMITED-BLR | -3,75,056 |
| RELIANCE RETAIL LIMITED (GJ) | -11,800 |
| RELIANCE RETAIL LIMITED-HM | -29,500 |
| RELIANCE RETAIL LIMITED- MEGHALAY | -5,900 |
| RELIANCE RETAIL LIMITED-MH | -89,824 |
| RELIANCE RETAIL LIMITED-MP | -11,800 |
| RELIANCE RETAIL LIMITED-ODISHA | -17,647 |
| RELIANCE RETAIL LIMITED- PUNJAB | -23,523 |
| RELIANCE RETAIL LIMITED-RAJASTHAN | -11,800 |
| RELIANCE RETAIL LIMITED-UP | -29,500 |
| RELIANCE RETAIL LIMITED [KERALA] | -20,721 |
| RELIANCE RETAIL LIMITED [TELANGANA] | -17,700 |
| RELIANCE RETAIL LTD-ANDHRA PRADESH | -24,248 |
| RELIANCE RETAIL LTD-TAMILNADU | -59,000 |
| SHREE VINAYAK TRADING | -1,044 |
| SMILES CREATION | -10,30,968 |
| SRI MATHAJI COLLECTIONS-SRIKAKULAM | -2,715 |
| SYED TRADERS - TRIVANDRUM | -11,054 |
| TOYSWORLD (A Unit of SAM CO.)- DELHI | -11,035 |
| TOTAL | 6,18,57,143 |
| **PARTICULARS OF DEPOSITS | AMOUNT |
| Barcode Refundable Sec Deposit | 3,000 |
| New Office Deposit | 2,00,000 |
| RAJLAXMI GODOWN - 117 - (RENT DEPOSIT) | 25,500 |
| RAJLAXMI GODOWN -118 RENT DEPOSIT | 25,500 |
| RAJLAXMI GODOWN DEPOSIT | 67,392 |
| Rent Deposit | 3,00,000 |
| UMIYA GODOWN -207 RENT DEPOSIT | 2,00,000 |
| UMIYA GODOWN- 208 RENT DEPOSIT | 2,00,000 |
| | 10,21,392 |

Schedule 4 - Part B

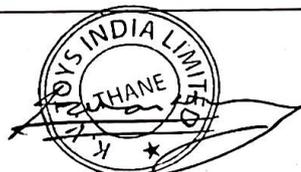
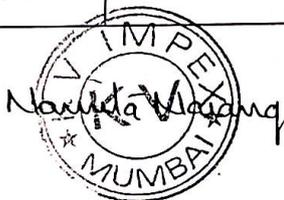
DETAILS OF FIXED ASSETS

| Sr. No | Fixed asset | Amount |
|--------|---------------------------|-----------|
| 1. | Computers & Laptop (40%) | 12,43,904 |
| 2. | Furniture & Fixture (15%) | 1,97,758 |
| 3. | Plant & Machinery (15%) | 14,43,670 |
| 4. | Plant & Machinery (30%) | 89,84,696 |

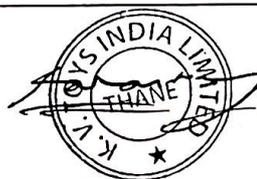
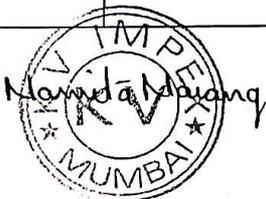


Schedule 4 - Part C
DETAILS OF MOVABLE ASSETS

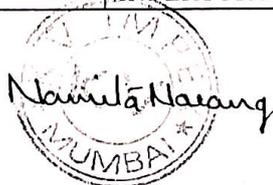
| Sr. No | Computers & Laptop |
|---------------------|--|
| 1. | APPLE CARE PLUS IPAD PRO 12.9INCH 6TH GEN-SGGY2HNA |
| 2. | APPLE PENCIL 2ND GEN MU8F2ZM/A |
| 3. | Computer |
| 4. | GALAXY BOOK 4 360 NP750QGK-KG2IN 16/512- GRAY |
| 5. | IPAD PRO 12.9INCH 6TH GEN WIFI 512GB GREY-MP223HNA |
| 6. | Laptop |
| 7. | LENOVO LAPTOP 81WJ001UIN (S340) |
| 8. | LOGITECH COMBO TOUCH IPAD |
| 9. | PRINTER HEAD |
| 10. | PRINTERS @ 18 % |
| 11. | SAMSUNG H/S P619 S6 LITE LTE 4/128GB BLUE |
| 12. | Software |
| 13. | Software @ 18% |
| 14. | UPS -18% |
| Furniture & Fixture | |
| 15. | 43" TV |
| 16. | Furniture & Fixture |
| 17. | Other Assets |
| Plant & Machinery | |
| 18. | 178- JET PLANE MOULD |
| 19. | 195-50 FORMULA CAR MOULD |
| 20. | 885-3 SET SOFT BULLET + 1 PLATE |
| 21. | A1 5CM WHEEL MOLD, 1MOLD |
| 22. | A4 TOY RACKET, 1MOLD |
| 23. | A5 TOY BUBBLE GUN, 1MOLD |
| 24. | A6 TOY BUBBLE GUN, 1MOLD |
| 25. | Aearoplane Mould |
| 26. | AH01 TOY MOTOR, 4MOLDS |
| 27. | Boomerang Mould |
| 28. | BOX HANDLE MOULD |
| 29. | CLIP AND GEAR MOULD |
| 30. | CLIP MOULD |
| 31. | COMB & MIRROR MOULD |
| 32. | CY3 TOY BUBBLE GUN MOLD, 1MOLD |
| 33. | CY4 WIND UP TOY, 4MOLDS |
| 34. | DRESSUP MOULD2 - 18% |
| 35. | G2 TOY TRUCK MOLD, 2MOLDS |
| 36. | G3 WHEEL, CAR, 3MOLDS |
| 37. | G4 CAR, 3MOLDS |
| 38. | G5 TOY GUN, 3MOLDS |
| 39. | H1 FRICTION TRUCK MOLD, 2MOLDS |
| 40. | JR001/196-PULL BACK CAR 2 SETS WITHOUT PLATE |
| 41. | KV666 SPRAY PAINTING MACHINE + OVEN + SPAREPARTS |
| 42. | MACHINE - TEETH GEAR FIXING - 182 |
| 43. | MD1-MCAR MOTORBIKE MOULD 1 SET-18% |



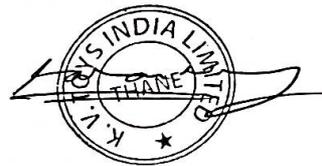
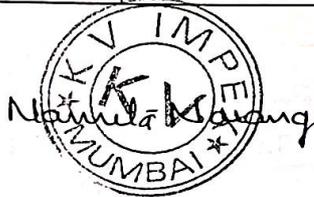
| | |
|-----|-----------------------------|
| 44. | MD-MCAR MEN MOULD 1 SET-18% |
| 45. | METAL CAR MOULD FIXTURE |
| 46. | MOLD |
| 47. | MOULD 0047MOULD1 - 18% |
| 48. | MOULD 0047MOULD2 -18% |
| 49. | MOULD 0840MOULD1 -18% |
| 50. | MOULD 0840MOULD2 -18% |
| 51. | MOULD 188 MOULD 1 --18% |
| 52. | MOULD 188 MOULD 2 --18% |
| 53. | MOULD 188 MOULD 3 --18% |
| 54. | MOULD 2228-4-1-18% |
| 55. | MOULD 2228-4-2-18% |
| 56. | MOULD 2228-4-3-18% |
| 57. | MOULD 2228-4-4-18% |
| 58. | MOULD 345 MOULD, 1 TO 1-18% |
| 59. | MOULD 345 MOULD,1 TO 2-18% |
| 60. | MOULD 345 MOULD,1 TO 3-18% |
| 61. | MOULD 589-1 --18% |
| 62. | MOULD 589-2 --18% |
| 63. | MOULD 662-1 - 18% |
| 64. | MOULD 662-2 - 18% |
| 65. | MOULD 662-3 -18% |
| 66. | MOULD 6627A-1--18% |
| 67. | MOULD 6627A-2--18% |
| 68. | MOULD 667-101--18% |
| 69. | MOULD 667-102--18% |
| 70. | MOULD 667-103--18% |
| 71. | MOULD ANIMAL-1 -18% |
| 72. | MOULD ANIMAL-2 -18% |
| 73. | MOULD ANIMAL-3 -18% |
| 74. | MOULD HB851 MOULD 1 --18% |
| 75. | MOULD HB851 MOULD 2 --18% |



| | |
|---------------------------|--|
| 76. | MOULD HB851 MOULD 3 --18% |
| 77. | MOULD KITCHEN-1 --18% |
| 78. | MOULD KITCHEN-2 --18% |
| 79. | MOULD KITCHEN-3 --18% |
| 80. | MOULD KITCHEN-4 --18% |
| 81. | MOULD KITCHEN-5--18% |
| 82. | MOULD PURCHASE |
| 83. | MOULD - TEATH GEAR FIXING MOTOR - 182 |
| 84. | MOULD - TEATH GEAR FIXING ROD - 182 |
| 85. | MOULD WH-075-1-18% |
| 86. | MOULD WH-075-2-18% |
| 87. | S5 Toy Airopplane Mould |
| 88. | S5 Vaccume Gun Cap Mould |
| 89. | TOY CAR, 3MOLD A3-18% |
| 90. | TOY CAR, 3MOLDS A7-18% |
| 91. | TOY CAR, 4MOLDS H01-18% |
| 92. | TOY GUITAR, 3MOLDS A2-18% |
| 93. | TOYS MOULD AH03-18% |
| 94. | TOYS MOULD XLD121E-2-18% |
| 95. | TOYS MOULD XLD121E-3-18% |
| 96. | TOYS MOULD Y12 - 18% |
| 97. | TRAIN MOULD MD2-TRAIN-18% |
| 98. | Y 10 TOY PLANE, 3MOLDS |
| 99. | Y1 TOY MOLDS |
| 100. | Y2 TOY MOLDS, 2MOLDS |
| 101. | Y3 TOY MOLDS, 1MOLDS |
| 102. | Y4 TOY MOLDS, 2MOLDS |
| 103. | Y5 TOY MOLDS, 1MOLDS |
| 104. | Y6 TOY MOLDS, 1 MOLDS |
| 105. | Y7 5SET SWORD MOLD + 2BLOW MOLD |
| 106. | Y8 TOY TRUCK MOLD, 1MOLD |
| 107. | Y9 TOY GUN, 1MOLD |
| 108. | Yellow Car Mould |
| Office Equipment's | |
| 109. | Air Conditioner |
| 110. | AIR CONDITIONER - 1 |
| 111. | AIR CONDITIONER @ 28% |
| 112. | Biometrics Attendance System |
| 113. | BLUE STAR -BOTTLED WATER DISPENSER-18% |
| 114. | CCTV CAMERA |
| 115. | Fire Extinguisher |
| 116. | Freezer |
| 117. | INTERCOM TELEPHONE |
| 118. | INVERTOR BATTERY -18 |



| | |
|------|---|
| 119. | INVERTOR- BATTERY 28% |
| 120. | LIGHTS |
| 121. | Mobile |
| 122. | MOBILE (GST-18%) |
| 123. | OFFICE EQUIPMENTS |
| 124. | TV |
| 125. | WATER DISPENSER |
| 126. | ACCESSIBILITY OF A PART OR COMPONENT (A & B) |
| 127. | DAIKIN WITH KIT HI WALL (AIR CONDITIONER) |
| 128. | DROP TEST WITH POWDER COATING & VINYL SHEET IS 9873 |
| 129. | IMPACT TEST FOR MAGNETS WITH WEIGHT & LOCK |
| 130. | MAGNETIC FLUX INDEX DIGITAL TYPE |
| 131. | MICROMETER DIGITAL MAKE : INSIZE |
| 132. | PUSH PULL GAUGE FIXTURE FOR DIGITAL TYPE GAUGE |
| 133. | SHARP EDGE TEST |
| 134. | SHARP POINT TEST |
| 135. | SMALL PART CYLINDER TEST |
| 136. | TENSION & COMPRESSION TEST DIGITAL TYPE GAUGE |
| 137. | TENSION TEST FOR MAGNETS WITH NICKEL DISC |
| 138. | TEST FOR SHAPE & SIZE OF CERTAIN TOYS & SMALL BALL |
| 139. | THICKNESS GAUGE FOR PLASTIC SHEET RANGE 0.001-12MM |
| 140. | TORQUE TEST WITH FIXTURE & SETUP |
| 141. | VERNIER LC0.1 MM, R-0-300MM DIGITAL MAKE : INSIZE |
| 142. | Interlink Cable + Ep42-12 + 10 KVA UPS |

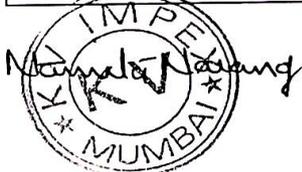


Schedule 5

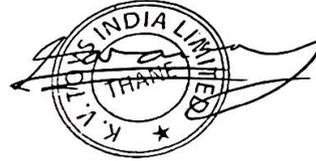
DETAILS OF TRANSFERRED LIABILITIES

| SR.NO. | PARTIGUIARS | VALUE |
|--------|---------------------|-----------|
| 1. | Creditors* | 90,11,233 |
| 2 | Other Liabilities** | 66,58,556 |

| *PARTICULARS OF CREDITORS | Advance to creditors | Credit Balance |
|---|----------------------|----------------|
| Creditors | 42,61,634 | 1,32,72,868 |
| BHARAT THAKUR | | 6,72,210 |
| BHAWANA LOGISTICS | 5,97,793 | |
| CHANDANI KUMARI (LABOUR CHARGES) | 36,647 | |
| EMASONS ELECTRONIC | 9,24,266 | |
| GLOBAL OCEAN CLEARING PVT LTD | | 18,191 |
| HARSH PLASTICS | 3,63,434 | |
| HONESTY PRINTING WORKS | 12,113 | |
| IKON MOULDER PVT LTD - SUPA | | 1,062 |
| JHA Enterprise | | 16,00,000 |
| JZN Logistics | 7,00,172 | |
| MAMTA ENTERPRISES | | 27,22,212 |
| MARUTI TOYS | 243 | |
| PASVID GLOBAL PRIVATE LIMITED | 230 | |
| PRASHANT KASEKAR | | 6,45,678 |
| R N SERVICES | | 24,780 |
| RAGHVEDRA SINGH | | 13,60,161 |
| RUSHIKESH AMANKAR | | 14,50,053 |
| SAI ENTERPRISES-CR | 7,15,741 | |
| SAI TULSI LOGISTICS | 3,88,952 | |
| SHREEJI ENTERPRISE-CR | | 5,86,145 |
| SHUBHAM YADAV | | 14,70,001 |
| SOLUS CO-OP PREMISES SOCIETY LTD. | | 11,788 |
| Solutions | 11,628 | |
| UNI SOLUTIONS PRINTERS & LOGISTICS PVT LTD. | | 2,06,460 |
| UNIQUE PACKAGING | | 54,533 |
| VARSA PLASTIC INDUSTRIES PVT LTD | | 24,49,580 |
| VIDHYA TRADER | 91,771 | |
| VP CLEARING AND FORWARDING PRIVATE LIMITED | 4,18,644 | |
| YMJ Enterprises | | 14 |
| | 42,61,634 | 1,32,72,868 |
| | | |
| Net Creditors | | 90,11,233 |



| **Other Liabilities | |
|-------------------------------|---------------|
| GST Balance | Amount |
| Cash CGST (Not Set Off) | 25 |
| Cash SGST(Not Setoff) | 26 |
| SGST Payable FY 24-25 | 57,54,235 |
| Provision for Expense | |
| PROVISION FOR SALARY | Amount |
| PROVISION FOR SALARY | 5,75,965 |
| Provision on Od Interest | 63,536 |
| RCM Payable | 41,235 |
| Statutory dues payable | |
| Statutory dues payable | Amount |
| Input CGST @ 9% | 246 |
| INPUT CGST 6% | 1,03,421 |
| Input SGST @ 9% | 246 |
| INPUT SGST 6% | 1,03,421 |
| OUTPUT CGST 9% | 8,100 |
| OUTPUT SGST 9% | 8,100 |



Schedule 6

DETAILS OF PURCHASE CONSIDERATION

Purchase Consideration: INR 8,91,32,450/- (Indian Rupees Eight Crore Ninety One Lacs Thirty Two Thousand Four Hundred Fifty Only) determined based on the value of assets and liabilities as follows:

| | |
|--|--------------------|
| Debtor | 6,18,57,143 |
| Deposits | 10,21,392 |
| Cash and Bank Balance | 1,80,98,037 |
| Fixed Assets (As per Schedule 9- Part B) | 1,18,70,027 |
| Gst Balance | 57,54,286 |
| Statutory Dues Payable | 1,82,299 |
| Liabilities | 96,50,734 |
| Total | 8,91,32,450 |
| Paid by KV TOYS TO Namita Narang till date (adv for business takeover) | 8,90,00,000 |
| Payable by toys to impex on 31 Jan 2025 | <u>1,32,450</u> |

Payment Mode: Payments will be made via wire transfer to the following account:

Bank Name: HDFC BANK

Account Number: 50200053447847

IFSC: HDEC0003354

