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INDIA NON JUDICIAL

1733

Union Territory Administration of
Dadra and Nagar Haveli and Daman and Diu

e-Stamp

Certificate No. : IN-DN30488248019259X
Certificate Issued Date : 28-Feb-2025 12:00 PM
Account Reference : IMPACC (FI)/ dnelimp10/ SILVASSA/ DN-DN
Unique Doc. Reference : SUBIN-DNDNELIMP1037489062246039X
Purchased by : SHREE TNB POLYMERS LIMITED
Description of Document : Article Agreement
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : SHREE TNB POLYMERS LIMITED
Second Party : NOBLE POLYTEC
Stamp Duty Paid By : SHREE TNB POLYMERS LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



For NOBLE POLYTEC

Partner/Authorised Signatory



SHREE TNB POLYMERS LTD.

Partner/Authorised Signatory

BUSINESS TRANSFER AGREEMENT

For SHREE TNB POLYMERS LTD.

Rau

Director/Authorised Signatory

For NOBLE POLYTEC

Rau

Partner/Authorised Signatory

HUF 0031396899

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shrestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BUSINESS TRANSFER AGREEMENT

This Business Transfer Agreement ("**Agreement**") is entered into at Silvassa on this 31st day of March 2025 ("**Execution Date**") by and between:

M/s. Noble Polytec, a partnership firm, having registration number DNH/54/2017, its PAN: AANFN8369G, its registered office at SR.No. 301/1 (NEW SURVEY NO 1530)Plot No. 7, MD Industrial Estate, Tipco Road, Masat, Silvassa - 396230, Dadra and Nagar Haveli and Daman and Diu, India, represented through its Authorized Partner namely **Yash Vijay Thosani** having PAN: ALRPT2747D, vide a authority letter which is annexed hereto and marked as **Annexure "A"**, hereinafter referred to as "**Transferor**" (which expression shall unless it to be repugnant to the context or meaning thereof be deem to mean and include its partners, successors, executors and permitted assigns) of the **FIRST PART**.

AND

Shree TNB Polymers Limited, a limited company incorporated under the provisions of the erstwhile Companies Act, 1956, having CIN: U25209DN2007PLC000242, its registered office at Sr.No. 132/1/1/4, Behind Prince Pipes, Athal Road, Athal, Silvassa - 396230, Dadra and Nagar Haveli and Daman and Diu, India, represented through its Director namely **Deepak Kumar Qeematrai Raura**, vide its Board Resolution dated 20th February 2025, which is annexed hereto and marked as **Annexure "B"**, hereinafter referred to as the "**Transferee**", (which expression shall unless it to be repugnant to the context or meaning thereof, be deem to mean and include its Directors, Successors and permitted assigns) of the **OTHER PART**;

The "**Transferor**" and "**Transferee**" shall hereinafter collectively be referred to as "**Parties**" and individually as a "**Party**".

WHEREAS:

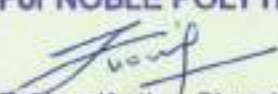
- A) The Transferor is a partnership firm *inter alia* engaged in the business of manufacturing of DWC pipe fitting, double wall corrugated polyethylene, etc. ("**Business**");

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

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For NOBLE POLYTEC


Partner/Author. Signatory

- B) The Transferee is *inter alia* engaged in the business of manufacturing of polymer sheets, piping systems, flute board, etc;
- C) The Transferee is desirous of transferring the Undertaking (defined below) the manufacturing of which is currently carried from a rented premises being S.No. 301/1, (NEW SURVEY NO 1530) Plot No. 7, MD Industrial Estate, TIPCO Road, Masat, Silvassa - 396230 Dadra and Nagar Haveli and Daman and Diu, India ("Premises") and the Transferee is desirous of acquiring the Undertaking, as a going concern on a slump sale basis (as defined in Section 2(42C) of the Income Tax Act, 1961) for a lump sum consideration;
- D) The Transferee has carried out required assessment based on the information / documents provided by the Transferor and has thereafter decided to proceed to purchase the Undertaking on the terms of this Agreement, as negotiated and agreed upon by the Transferor and the Transferee.
- E) Accordingly, the Parties have entered into this Agreement for setting out terms and conditions for the transfer of the Undertaking from the Transferor to Transferee and each of their rights and obligations in connection with such transfer.

THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

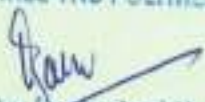
1. DEFINITIONS AND INTERPRETATION

Unless a contrary intention appears, the definitions and the rules of interpretation set forth in Schedule 1 (Definition and Interpretation) shall apply throughout this Agreement.

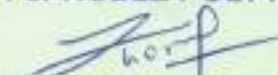
2. SALE AND PURCHASE OF UNDERTAKING

On and subject to the terms of this Agreement, the Transferor shall sell and transfer to the Transferee, and the Transferee shall purchase and acquire from the Transferor, all of the Transferor's right, title, interest, obligations, risks, and

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

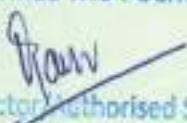
rewards, in the Undertaking, as a going concern on a slump sale basis, such that effective as of the Closing Date:

- 2.1 The Undertaking shall stand transferred to, and vested in, the Transferee free and clear of Encumbrances;
- 2.2 The Transferee shall be entitled to all rights, title, interest, obligations, risks and rewards of the Undertaking; and
- 2.3 The Transferee shall have absolute ability, right, power and authority necessary to conduct and carry on the business of the Undertaking on its own, and shall have the ability to run and perform the operations of the Undertaking as it may deem necessary, for its own account.

3. CONSIDERATION

- 3.1 The Parties agree and acknowledge that the Transfer Consideration is the aggregate lump-sum consideration for the sale and purchase of the Undertaking.
- 3.2 **Allocation of Value for the purposes of Stamp Duty and Registration Charges.** The Parties may, in order to comply with the provisions of Applicable Laws and facilitate the payment of stamp duty, transfer fees and registration charges pertaining to the transfer of the relevant Undertaking Assets, execute applicable Ancillary Documents for conveying and assigning the right, title and interest of the Transferor in such assets to the Transferee. The Parties reiterate, confirm and agree that the Transfer Consideration is payable, in accordance with Clause 6 (Discharge of Consideration) by the Transferee as a lumpsum consideration for the purchase of Undertaking, as a going concern, for the legal and beneficial ownership of the entire Undertaking and any determination of the value of an asset or liability for the sole purpose of payment of stamp duty, registration fees or other similar Taxes shall not be regarded as assignment of values to individual assets or liability.
- 3.3 The Transferee will allocate the Transfer Consideration on the basis of purchase price allocation. Any excess of Transfer Consideration over the fair value of the assets recorded by the Transferee shall be allocated towards specific identifiable intangible assets and balance if any towards goodwill.

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


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4. GOODS AND SERVICES TAX

The Transferor is transferring the Undertaking to the Transferee on a going concern basis by means of "slump sale" and therefore Transferor is not liable to pay Goods and Services Tax ("GST") as per Chapter 99 as mentioned in the Notification No. 12/2017 dated 28th June 2017.

5. CLOSING

The Parties have agreed that closing date shall be the Execution Date (the "Closing Date").

5.1 Closing Actions

5.1.1 **Closing Actions by the Transferee:** On or prior to the Closing Date, the Transferee shall do the following:

(i) **with respect to the transfer of the Undertaking:**

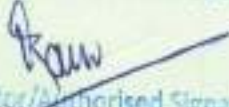
- a. take possession of the Undertaking Movable Assets and provide acknowledgment in the form provided in Schedule 3 (Form of Asset Delivery Note and Acknowledgment);
- b. issue Offer Letters and Appointment Letters to the Transferred Employees confirming their employment with the Transferee on the basis of continuity of service and no less favourable terms;
- c. apply for the necessary permissions, licenses and consents, as may be required;
- d. enter into rent agreement with Krishna Wood Craft for the Premises;
- e. take possession of the Undertaking Records

5.1.2 **Closing Actions by the Transferor:** On or prior to the Closing Date, the Transferor shall do the following:

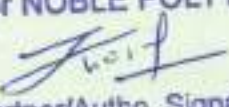
(i) **with respect to the transfer of the Undertaking:**

- a. transfer to the Transferee, physical possession of the Undertaking Movable Assets, wherever located by physical delivery of possession thereof along with the Asset Delivery Note, evidencing delivery of such Undertaking Movable Assets;

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


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- b. deliver to the Transferee, Transfer Intimation Letters, duly executed by each of the Transferred Employees;
- c. facilitate and shall provide necessary assistance for obtaining the necessary permissions, licenses, Consents, Undertaking Contracts, insurance policies related to business of the Undertaking be issued/transferred/novated in the name of the Transferee;
- d. terminate rent agreement with Krishna Wood Craft;
- e. intimate the concerned bank for sale of the Undertaking to the Transferee, therefore release the mortgaged property; and
- f. deliver to the Transferee, the Undertaking Records in original;

5.2 Post-Closing Actions by the Parties

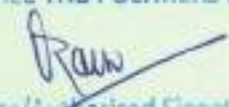
5.2.1 The Transferor shall after the Execution Date and the Closing Date if required, co-operate, provide signatures wherever necessary to facilitate the transfer of pending permissions, licenses, Consents, Undertaking Contracts, insurance policies as applicable in the name of the Transferee.

5.2.2 The Transferor shall from the Closing Date, if any collections are made from the Customers and payable to creditors or any other transactions in relation to the Undertaking on and from the Closing Date, shall be on behalf of the Transferee and the same shall be transferred to the Transferee.

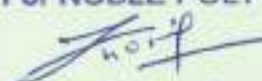
5.3 All closing actions contemplated by Clause 5.1 (Closing Actions) to be consummated at Closing shall be deemed to occur simultaneously, and no such action shall be deemed to have been consummated unless all such actions are consummated.

5.4 All documents and items delivered at Closing pursuant to this Clause 5 (Closing) shall be held by the recipient to the order of the Party delivering the same until such time as Closing shall be deemed to have taken place, and without prejudice to the foregoing, the transfer of the

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

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Undertaking shall be deemed to have occurred and be effective only on and from the Closing Date.

6. DISCHARGE OF CONSIDERATION

The Transferee has already paid the Transfer Consideration to the Transferor in its Designated Bank Account in the following manner and Transferor hereby admit and acknowledge the receipt of Rs. 5,81,00,000/- (Rupees Five Crores Eighty One Lakhs Only).

Sr.No.	Date	Bank Name	Amount (Rs.)	UTR NO
1	21-03-2025	Bank of Baroda	2,60,00,000/-	WIB/1447368166
2	28-03-2025	Bank of Baroda	2,00,00,000/-	WIB/1498494910
3	28-03-2025	Bank of Baroda	1,21,00,000/-	WIB/1448524405
TOTAL				5,81,00,000/-

(Rs Five crore eighty one lakh only)

7. REPRESENTATIONS AND WARRANTIES

7.1 Each Party represents and warrants to the other Party that:

7.1.1 Transferor Party is a partnership firm for the purposes of the Applicable Law. It is duly incorporated and registered with Registrar of Firms, Silvassa.

7.1.2 Transferee Party is a limited company for the purposes of the Applicable Law. It is duly incorporated and validly existing under the laws of the India and has the corporate power and authority to own and operate its assets and properties to carry on its business as currently conducted.

7.1.3 such Party is duly organized, validly existing and in good standing under the laws of its respective jurisdiction of incorporation and has the right, power and authority and has taken all action necessary, to execute, deliver and exercise its rights and perform its obligation, under this Agreement and each Ancillary Documents to which it is a Party;

For SHREE TNB POLYMERS LTD.

Director/Authorised Signatory

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For NOBLE POLYTEC

Partner/Author. Signatory

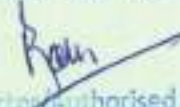
7.1.4 execution of this Agreement and each Ancillary Document to which it is a Party will constitute legal, valid and binding obligations of such Party and shall be enforceable against such Party in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity;

7.1.5 except for the requisite approvals required in order to transfer the undertaking to the Transferee as contemplated under this Agreement, the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, and the fulfilment of and compliance with the terms and conditions hereof, shall not result in any: (a) any breach of material Applicable Law; (b) any conflict with or any material breach or violation of any terms and conditions of, or constitute a default under any agreement to which such Party is a party or by which such Party is bound; and/or (c) violate any order, judgment or decree against, or bidding upon such Party; and

7.1.6 there is no order of any Governmental Authority or any claims, investigations or proceedings before any Governmental Authority pending against such Party, which would prevent such Party from fulfilling its obligations set forth in this Agreement including under Section 281 of Income Tax Act, 1961 permitting the transfer of Undertaking to the Transferee and under Section 81 of the Central Goods and Services Act, 2017 permitting the transfer of Undertaking to the Transferee.

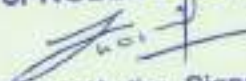
7.2 The Transferor represents to the Transferee that it has as on the Execution Date, have, the right to transfer the Undertaking and legal and beneficial title to the Undertaking Assets and that following the Closing as contemplated hereunder, the Transferee will be the legal and beneficial owner of the Undertaking and have the right to carry on the business of Undertaking as a going concern, in the same manner and to the same extent as carried on by the Transferor prior to the Closing.

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

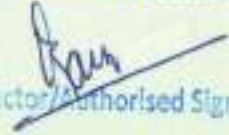
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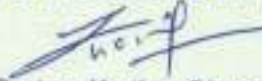
- 7.3 The Transferor represents to the Transferee that it has complied with all Applicable Laws, including without limitation in relation to the conduct of its business. The Transferor has not acted in violation of any Applicable Law and has not been involved in any unethical business practices.
- 7.4 The Transferor represent to the Transferee that it has obtained all necessary and applicable licenses, approvals, permits, no-objections and registration under the Applicable Law including without limitation labour and central and state legislations, necessary for the conduct of its Business as being conducted and for the Transferor to operate and function.
- 7.5 Each Party acknowledges that the other Party has agreed to enter into this Agreement by placing reliance upon the respective warranties provided by the other Party.
- 7.6 The Transferor represents to the Transferee that it has no liability (whether actual, contingent or prospective) or obligation in respect of the Undertaking Assets.
- 7.7 The Transferor represent to the Transferee that it is in physical possession and actual possession of the Undertaking Assets on an exclusive basis. There are no claims or demand made against the Transferor in respect of any Undertaking Assets with respect to their possession and occupation.
- 7.8 The Transferor represent to the Transferee that it is in full compliance with all the labour laws including timely and proper payment of employee provident fund, employee state insurance scheme and any other applicable compliance.
- 7.9 The Transferor represent to the Transferee that all documents/agreements relating to Undertaking Assets as applicable, executed by the Transferor are adequately and duly stamped and registered if required by the Applicable Law. The Transferor is in compliance in all respects with the terms of such documents/agreements relating to the Undertaking Assets and is not in breach thereof, either under contract or under Applicable Law.
- 7.10 Each Party hereby agrees and acknowledges that, except for the warranties provided in Clause 7 (Representations and Warranties),

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

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For NOBLE POLYTEC


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neither the Transferor nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Transferor or any of its Affiliates, including in respect of condition, merchantability or fitness of any Undertaking Asset transferred pursuant to this Agreement.

8. REMEDIES OF THE TRANSFeree

8.1 If there shall be any misrepresentation of any of the representation contained in, or any breach of, any warranties, covenants or obligations or any other provision of this Agreement of the Transferor or in relation to any breach of any covenants or obligations of the Transferor under this Agreement, then the Transferor ("Indemnifying Person") shall be liable to indemnify and hold harmless the Transferee, its Affiliates and their respective directors, officers and employees (each a "Purchaser Indemnified Person" and collectively, the "Purchaser Indemnified Persons") and pay to any Purchaser Indemnified Person:

- (a) A sum equal to all and losses suffered or incurred by such Purchaser Indemnified Person as a result of, or in relation to, such misrepresentation or such breach of the warranty in question; and
- (b) A sum equal to all and any losses suffered or incurred by such Purchaser Indemnified Person as a result of, or in relation to, any breach of any covenant, undertaking or obligation of the Transferor contained in this Agreement.

9. TRANSFERRED EMPLOYEES

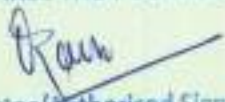
9.1 For the transfer of the Transferred Employees: (a) the Transferee shall issue Offer Letter to each Transferred Employee: (i) on terms and conditions, which shall be no less favourable than the terms and conditions of employment enjoyed by such Transferred Employee on Execution Date, and (ii) with continuity of service; (b) the Transferor shall cause each Transferred Employee to execute the Transfer Intimation Letter; and (c) the Transferee shall ensure that each Transferred Employee executes an Appointment Letter. The Parties shall cooperate with each other in connection with the distribution and



execution of the aforementioned letters to be given to the Transferred Employees by the Parties.

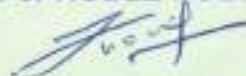
- 9.2 The Transferred Employees' employment with the Transferee shall be contingent upon the successful completion of Closing.
- 9.3 The Parties shall do all such acts and deeds as may be necessary, including making appropriate filings with the relevant authorities, towards giving effect to their obligations mentioned under this Clause 9 (Transferred Employees).
- 9.4 The Transferee agrees and undertakes to the Transferor that the Transferee shall offer employment to each Transferred Employee on a continuing employment basis on and from the Closing Date and on the terms and conditions, which shall not be less favourable to such Transferred Employee in comparison to such Transferred Employee's existing terms of employment taking into account the provident fund, gratuity and pension benefits to which the Transferred Employees were entitled. However, if required, the Transferee shall be at liberty to modify their terms of employment to harmonise them with their own practices after complying with the Applicable Law. The Transferee shall grant each Transferred Employee credit for periods of prior service with the Transferor for all purposes, including for the purposes of seniority and promotion, under each employee benefit plan sponsored or maintained by the Transferee, including benefit accrual and for end of service benefit purposes as well; provided, however, that such credit shall not result in a duplication of benefits. For avoidance of doubt, the Transferee shall credit each Transferred Employee with all paid leave accrued and remaining unused by such Transferred Employee with the Transferor based on their record available.
- 9.5 The Transferor shall ensure that all assets corresponding to the Employee Benefit Funds, which are in the name of the Transferor at Closing, are duly transferred to the Transferee, free and clear of Encumbrances.
- 9.6 The Parties have agreed that any liability of whatsoever nature, which may arise in respect of labour laws upto the Closing Date shall be paid and borne by the Transferor alone. The Transferor agrees to indemnify and keep indemnified the Transferee in this regards.

For SHREE TNS POLYMERS LTD.


Director/Authorised Signatory

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For NOBLE POLYTEC


Partner/Authorised Signatory



- 9.7 All wages, salaries, liabilities and other entitlements arising in relation to or otherwise in connection with the employees upto Closing Date shall be and shall remain the responsibility of the Transferor.

10. ADDITIONAL ARRANGEMENTS

10.1 Liabilities Post Closing.

All liabilities of any nature whatsoever arising in relation to the period after Closing Date and pertaining to the Undertaking, shall be to the account of the Transferee, and the Transferee shall solely be liable and responsible for the effective discharge of all such liabilities in all respects.

Any liabilities (whether known or unknown as on the Execution Date or Closing Date) of the Undertaking pertaining to or arising out of the period prior to the Closing Date for taxation as well as non-tax matters, and any pending or threatened actions, suits, claims, proceedings, investigations, disputes and/or litigations relating to such matters including, without limitations, any employee liabilities, the Transferor shall solely be liable and responsible for the effective discharge of all such liabilities in all respects. The Transferor agrees to indemnify and keep indemnified the Transferee in this regards.

10.2 Transfers Not Effected On or Prior to the Closing; Transfers Deemed Effective as of the Closing.

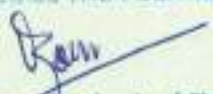
To the extent that any transfers contemplated by this Agreement shall not have been consummated at or prior to the Closing, the Parties shall use commercially reasonable efforts to effect such transfers as promptly following the Closing as shall be practicable. Nothing herein shall be deemed to require or constitute the transfer of any Undertaking Asset or Undertaking Liability, which by their terms or operation of Applicable Laws cannot be transferred, provided, however, that the Parties shall cooperate and use commercially reasonable efforts to seek to obtain, in accordance with Applicable Law, any necessary Consents for the transfer of all Undertaking Assets and Undertaking Liabilities to the fullest extent permitted by Applicable Law. In furtherance of the foregoing, the Parties agree that, as of the Closing: (a) the Transferee shall be deemed to have acquired complete and sole beneficial



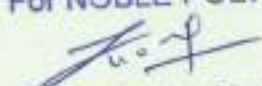
ownership over all of the Undertaking Assets, together with all rights, power and privileges incident thereto, and shall be deemed to have assumed in accordance with the terms of this Agreement all of the Undertaking Liabilities and all the duties, obligations and responsibilities incident thereto, which it is entitled to acquire or required to assume pursuant to the terms of this Agreement; and (b) the Transferor shall: (A) enforce at the Transferees' request, any rights of the Transferee under such Undertaking Assets or Undertaking Liability against any other Persons and (B) not waive any rights related to such Undertaking Asset or Undertaking Liability; provided that the costs and expenses incurred by the Transferor in respect of any request by the Transferee in respect of such Undertaking Asset or Undertaking Liability shall be borne solely by the Transferee.

- 10.3 If the performance of the Undertaking Contracts, by the Transferee are not permitted in so far as the benefit of it has not been effectively assigned or novated in the name of the Transferee on the Closing Date, the Transferor shall following Closing use all reasonable commercial efforts to procure that such assignment or novation is completed with effect from Closing. To the extent any such assignment or novation of Undertaking Contracts does not take place, the Transferor shall hold such contract in trust for the Transferee and at the instance of the Transferee implement such contract on back to back basis, till such time an alternative solution is reached and shall account for the same to the Transferee accordingly. Any cost or expenses incurred towards the same shall be borne by the Transferee.
- 10.4 The Parties have agreed that on the Closing Date, the cash credit facility and bank guarantee ("Credit Facilities") standing in the books of the Transferor shall be transferred to the Transferee and the cash credit facility and bank guarantee shall be paid off by the Transferee at the earliest.
- 10.5 The Parties are aware that individual properties of the partners of the Transferor have been mortgaged with the secured lenders for availing Credit Facilities. Therefore, the Parties have agreed that once the Credit Facilities are paid in full by the Transferee after the Closing Date, the individual properties of the partners of the Transferor shall be released

For SHREE TND POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

from the secured lenders in favour of the respective partner and in no case the properties of the individual partners of the Transferor shall remain mortgaged in any manner whatsoever after the payment of Credit Facilities in full by the Transferee.

11. TERM AND TERMINATION

- 11.1 **Term:** This Agreement shall be effective from the Execution Date and shall remain valid and in effect unless terminated in accordance with Clause 11.2 (Termination).
- 11.2 **Termination:** This Agreement may only be terminated, at any time prior to the Closing Date, by the agreement of the Parties, in writing.
- 11.3 **Consequences of Termination:** Upon termination of this Agreement, the Parties shall be relieved and discharges from all obligations, liabilities or claims under this Agreement, except for the rights and liabilities accrued under this Agreement prior to termination thereof or which expressly survive termination of this Agreement pursuant to Clause 11.4 (Survival).
- 11.4 **Survival:** Clauses 11.4 (Survival), 11.3 (Consequences of Termination), 15 and 16 (Governing Law and Jurisdiction and Dispute Resolution), 12 (Notices), 14 (Miscellaneous), 7 (Representation and Warranties), 8 (Remedies of Transferee) and Schedule 1 (Definitions and Interpretation) shall survive the expiry or termination of this Agreement.

12. NOTICES

- 12.1 **Service of Notice:** All notices or other communications to be given under this Agreement shall be made in writing and by letter or email (save as otherwise stated) in English language and in writing (including by facsimile and/or email) and shall be effective upon delivery to the intended Party only if delivered personally against written receipt or by email or mailed by prepaid first class certified mail, return receipt requested, or mailed by overnight courier prepaid, to the Parties at the following addresses or emails or Whatsapp

If to the Transferor:

Address: Bungalow No. 82, Parklands Village, Haria Hospital Road, Vapi, Valsad, Gujarat - 396191

Attention: Yash Vijay Thosani

If to the Transferee:

Address: Sr.No. 132/1/1/4, Behind Prince Pipes, Athal Road, Athal, Silvassa - 396230, Dadra and Nagar Haveli and Daman and Diu, India

Attention: Deepak Kumar Qeematrai Raura

12.2 Delivery: All such notices, requests and other communications will (i) if delivered personally to the address as provided in Clause 12.1 (Service of Notice) or by email transmission (if no failure to deliver message is generated) to the email as provided in Clause 12.1 (Service of Notice), be deemed given on a Business Day, and otherwise on the next following Business Day, (ii) if delivered by email in the manner described above to the address as provided in Clause 12.1 (Service of Notice), be deemed given on the earlier of the third Business Day following mailing or upon actual receipt, and (iii) if delivered by overnight courier to the address as provided in Clause 12.1 (Service of Notice), be deemed given on the earlier of the first Business Day following the date sent by such overnight courier or upon actual receipt, in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to Clause 12.1 (Service of Notice). Any Party from time to time may change its address, email or other information for the purpose of notices to that party by giving notice specifying such change to the other Parties.

12.3 Change of Address: Any change to the particulars of any Party, as set out in Clause 12.1 (Service of Notice), shall be notified to the other Party in the manner mentioned herein and till such time that the notice (of any such change in the particulars) is delivered to the other Party in accordance with this Clause, such changes shall not be effective and binding on such other Party.

13. FORCE MAJEURE

13.1 Force Majeure means any of the following events: (i) All acts of God, including but not limited to a pandemic, epidemic, national disaster, any virus which results in lock-down by government in the state of Parties or any other place where Parties carry on the business from time

to time, earthquake, flood, cyclone, typhoon, lightning, drought, fire and explosions originating from external sources, indirect non-natural force majeure event which includes industry wide strikes, protest and labour disturbances having a nationwide impact in India, natural and unavoidable catastrophe that interrupts the anticipated course of any action/event (ii) act of public enemy or any other event that is beyond the reasonable control of the Parties.

- 13.2 The following things shall not be included in Force Majeure: failure to comply with law, negligent or intentional acts, errors or omission, breach of, or default under this Agreement or connected document, any event or circumstance which is within the reasonable control of the Parties, non-performance resulting from normal wear and tear, strikes or labour disturbances at the Parties Factory, insufficiency of finances or funds or the agreement becoming onerous to perform and unavailability, late delivery, or changes in the cost of the plant, machinery, equipment, materials and spare parts. No failure or omission by either Party to carry out or observe any of the stipulation, conditions or obligations to be performed herein shall give rise to any claims against such Party and shall not be deemed to be a breach if such failure or omission arises from Force Majeure Event.
- 13.3 The Party affected by such an event shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of this Agreement, and as on the date of that notification, the Party affected may suspend the performance of this Agreement until the cause of the delay ends.

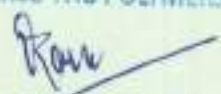
14. MISCELLANEOUS

14.1 Confidentiality

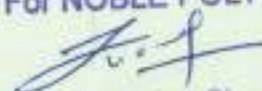
14.1.1 **Confidential Information.** Each Party agrees (and shall cause its Affiliates to) (each of the foregoing, in such capacity, the "Disclosing Person") to, from and after the Execution Date:

- (a) Hold in the strictest confidence and shall neither use in any manner detrimental to the business of the Party or any shareholder or its Affiliates, or disclose, publish or divulge, directly or indirectly, to any Person, any

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

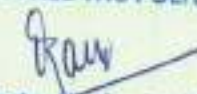
Confidential Information regarding the Party or any of its Affiliates (each a "Protected Person");

- (b) use such Confidential Information only in relation to the Party and its subsidiaries and only for its valid business purposes; or
- (c) take such other reasonable protective measures as may be or become reasonably necessary to preserve the confidentiality of such Confidential Information.

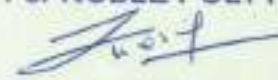
14.1.2 Notwithstanding the foregoing, each Party shall be permitted to disclose Confidential Information of a Protected Person to such party's Representative, or to an actual or potential acquirer (and its Representatives) of business or assets of such Party or its Affiliates related to this Agreement, so long as such Person has a "need to know" such Confidential Information in connection with the operation of the business of the Undertaking and has been advised of the confidential and proprietary nature of such Confidential Information and has agreed to comply with the provisions of this **Clause 14.1 (Confidentiality)** applicable to such Confidential Information or are otherwise bound by a duty of confidentiality on terms no less restrictive than those set forth in this **Clause 14.1 (Confidentiality)**; provided that the Party disclosing any such Confidential Information to such Person shall be liable for any breach of this **Clause 14.1 (Confidentiality)** by any such Person.

14.1.3 For the purpose of this Agreement, the term "Confidential Information" means, with respect to each Protected Person, all confidential or proprietary information and trade secrets of such Protected Person, including "know how", inventions, designs, methodologies, finances, technical data, ideas, processing techniques, drawings, schematics, formulae, forecasts, interpretations, developments, processes, services, organizational structure and internal practices, forecasts and other financial performance and results, records and budgets, business marketing, investment and other commercial

For SHREE TNS POLYMERS LTD.

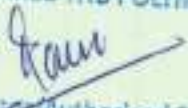

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For NOBLE POLYTEC


Partner/Authorised Signatory

strategies, procedures and plans, distribution, sales and marketing techniques of such Protected Person, and any activity and business conducted or proposed to be conducted by such Protected Person in each case which is not available to general public (whether received before or after the Execution Date and whether transmitted orally or in writing), including this Agreement, the other Transaction Documents, the terms hereof, and thereof and all other agreements and documents related hereto. The term "Confidential Information does not include information that (i) is or become generally available to public other than as a result of disclosure by any Disclosing Person not otherwise permitted pursuant to this Clause 14.1 (Confidentiality); (ii) was or become available to Disclosing Person on a non-confidential basis from a source other than the Protected Person; provided that such source is not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to such Protected Person with respect to such information; (iii) is in the Disclosing Person's possession before the receipt of such information from the Protected Person, as evidenced by written or electronic documents or records of the Disclosing Person; (iv) is developed independently by the Disclosing Person, as established by documentary evidence, without reference to or use of, in whole or in part, any Confidential Information (other than in such Person's capacity as an officer, manager, employee or consultant of the Party or its Affiliates); (v) is required to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by any Applicable Law, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory standards, it being understood that, so long as it is permitted by Applicable Law, the Disclosing Person shall provide written notice to the Protected Person as far in advance as reasonably practicable of such requirement and cooperate

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

with the Protected Person in seeking a protective order or other order of confidentiality with respect to the Confidential Information sought pursuant to such requirement; or (vi) is disclosed with the written approval of the Transferor or Transferee as the case may be.

14.2 Further Assurances and Undertakings

14.2.1 Each Party shall do all things reasonably required to give effect to this Agreement including executing all deeds and documents, convening all meetings, giving all waivers and consents, passing resolutions and otherwise exercising all powers and rights available to it.

14.2.2 Each party shall cooperate with the other Party and execute and deliver to the other Party such instruments and documents and take such other actions, as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement and to more perfectly vest the Undertaking in the Transferee.

14.2.3 Each Party agrees to comply with all of its obligations under this Agreement, the Transaction Documents and the Articles.

14.3 Expenses

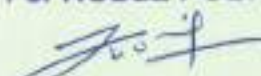
14.3.1 Each Party shall pay its respective costs and expenses, including fees of legal counsel, taxes and cost of travel incurred by it in connection with the preparation, negotiation and execution of this Agreement, the Transaction Documents or the other documents referred to herein or therein.

14.3.2 The stamp duty, registration fees and any similar levies (excluding Income Tax) in connection with the execution of this Agreement and the consummation of the transactions contemplated under this Agreement, shall be borne by the Transferee. Any Income Taxes will be paid by the Party, who is obliged to pay the Tax under the Applicable Law, without any recovery or reimbursement from the other Party.

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

14.4 Severability

14.4.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

14.4.2 If a Party gives notice to the other Party of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the intended commercial result of the original provision.

14.5 **Assignment.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors of the Parties hereto. No Party may assign the Agreement or any rights, interests, or obligations provided by this Agreement without the prior written consent of the other Party.

14.6 **Counterparts.** This Agreement may be executed in any number of counterparts (including counterparts exchanged by electronic communication), each of which when executed and delivered is an original and all of which together evidence the same agreement.

14.7 **No Partnership.** Nothing in this Agreement is deemed to constitute a partnership between the Parties nor, unless expressly provided otherwise, to constitute any Party as the agent of the other Party for any purpose.

For SHREE TNB POLYMERS LTD.

Director/Authorised Signatory

For NOBLE POLYTEC

Partner/Authorised Signatory

14.8 Entire Agreement and Non-Reliance

14.8.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement to the exclusion of any terms implied by Applicable Laws to the extent that they may be excluded by contract and supersedes any previous agreements between the Parties in relation to the matters dealt with in this Agreement. In this **Clause 14.8 (Entire Agreement and Non-Reliance)**, "this Agreement" shall include the Transaction Documents and all other documents entered into pursuant to this Agreement or those agreements.

14.8.2 Each Party acknowledges and agrees that it has not relied on or been induced to enter into this Agreement by a representation, warranty or undertaking (whether contractual or otherwise) that is not expressly set out in this Agreement.

14.8.3 Each Party acknowledges and agrees that its only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement (whether by way of damages, injunction or specific performance or otherwise) to the exclusion of all other rights and remedies (including those in tort or arising under statute).

14.8.4 Nothing in this **Clause 14.8 (Entire Agreement and Non-Reliance)** shall have the effect of restricting or limiting any liability arising as a result of any fraud, wilful misrepresentation or wilful concealment.

14.9 **Language.** If this Agreement is translated into any language other than English, the English language version shall prevail.

14.10 **Amendment.** No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by or on behalf of each of the Parties.

For SHREE TNB POLYMERS LTD.

Director/Authorised Signatory

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For NOBLE POLYTEC

Partner/Author. Signatory



14.11 No Waiver. Any waiver under this Agreement by a Party or Consent to any departure from any provision of this Agreement by any Party shall not be effective unless it is in writing. A waiver or Consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges shall operate as a waiver of any right, nor does a single or partial exercise of other right preclude any exercise of other rights, powers or privileges.

14.12 Copies: This Agreement is being executed in two original copies. One original copy will be with the Transferor and other will be with the Transferee.

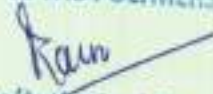
15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India, without regard to conflicts of laws principle. The appropriate Courts at Silvassa shall have jurisdiction over and any matter relating to, in connection with, or arising out of, this Agreement.

16. DISPUTE RESOLUTION

In any case of any dispute or difference of opinion between the Parties, the Parties shall try to resolve the same amicably. However, in an unfortunate event of such efforts not succeeding the disputes or differences between the Parties shall be resolved by arbitration by a sole arbitrator as agreed between the Parties. The venue and seat of the Arbitration shall be Silvassa and such arbitration shall be under and as per the provisions of the Arbitration and Conciliation Act, 1996 or its statutory amendment or re-enactment for the time being in force. The detailed procedure regarding arbitration shall be mutually decided by the Parties.

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED AS OF THE DAY AND YEAR HEREIN ABOVE WRITTEN.

Signed and delivered
By the within named Transferor
M/s. Noble Polytec
Through its Authorised Partner
Yash Vijay Thosani

For NOBLE POLYTEC
Partner/Author. Signatory



SIGNED, SEALED AND DELIVERED

By the within-named Transferee
Shree TNB Polymers Limited
Through its Director
Deepak Qeematrai Raura

For SHREE TNB POLYMERS LTD.
Director/Authorised Signatory

IDENTIFIED BY ME

WITNESS

Witnesses:

1) Name: VIJAY J THOSANI

2) Name: KISHORBHAI V SITAPARA

WITNESS

IDENTIFIED BY ME

WITNESS

Signature: VJ Thosani

Signature:

Deepak Qeematrai

SIGNED BEFORE ME

AMI J. SHAH
B. Com., LL.B. 22
ADVOCATE & NOTARY
House No.-1175/1/2, Plot No.-262/3/15,
Near Fr. Agnelo School, PWD Road,
SILVASSA - 396 230.
(Dadra & Nagar Haveli)

For NOBLE POLYTEC

Partner/Author. Signatory

SERIAL No.

DATE

1733

31/03/2025

SCHEDULE 1
DEFINITION AND INTERPRETATION

1. **Definitions.** In this Agreement, unless the context otherwise requires, the following words and terms have the meaning set forth below:

1.1 **"Affiliates"** means, in relation to a Person, any other Person controlling, controlled by or under common control with such Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise;

1.2 **"Ancillary Document(s)"** means:

- (i) The Asset Delivery Note for transfer of the Undertaking Movable Assets; and
- (ii) Any other document executed by the Parties pursuant to this Agreement;

1.3 **"Applicable Law(s)"** means all civil and common law, statute, subordinate legislation, treaty, regulations, directive, decision, by-law, ordinance, code, order, decree, injunction or judgment of any government, quasi-government, statutory, administrative or regulatory body, court or agency or any rule or requirement of any securities exchange;

1.4 **"Appointment Letter"** means, in respect of each Transferred Employee, a fresh letter of appointment executed by each Transferred Employee in relation to their employment with the Transferee based on Transferor, substantially in the form set forth in Part C (Appointment Letter) of Schedule 6 (Employee Transfer Documents);

1.5 **"Asset Delivery Note"** means a delivery note executed by the Transferor in favour of the Transferee evidencing the transfer of the Undertaking Movable Assets set forth in such Asset Delivery Note and duly acknowledged by the Transferee, substantially in the form



set forth in Schedule 3 (Form of Asset Delivery Note and Acknowledgment);

- 1.6 "Business Day" means a day (other than a Saturday or Sunday or a public holiday) when scheduled commercial banks are open for ordinary banking business in Gujarat, India;
- 1.7 "Closing" means the completion of all actions contemplated in Clause 5 (Closing);
- 1.8 "Closing Date" shall have the meaning ascribed to the term in Clause 5.1;
- 1.9 "Consent" means any consents, waivers, notices, reports or other filings obtained, made or to be obtained from or made, or ant registrations, notifications, dossiers, appendices, licenses, permits, approvals, authorizations obtained or to be obtained from, or approvals from, or notification requirements to, any Person including a Governmental Authority;
- 1.10 "Designated Bank Account" means 26140500010165;
- 1.11 "Employee Benefit Fund(s)" means (i) gratuity; (ii) leave entitlements; (iii) employees' pension scheme (EPS); and (iv) provident fund, in relation to the Transferred Employees;
- 1.12 "Encumbrance" means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right or pre-emption, third party right or interest or other encumbrance or security interest of any kind, or another type of agreement or arrangement having similar effect including anything analogous to any of the foregoing under the laws of any jurisdiction; and the term "Encumber" and "Encumbering" shall be construed accordingly;
- 1.13 "Governmental Authority" means any agency, instrumentality, subdivision or other body of any federal, regional or municipal government, any commercial or similar entities that the government controls or owns (whether partially or completely), including any state-owned and state-operated companies or enterprises, any international organizations;
- 1.14 "INR" or "Rupees" means Indian Rupees, the lawful currency of the Republic of India;

For SHREE TNB POLYMERS LTD.

Director/Authorised Signatory

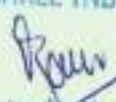
For NOBLE POLYTEC

Partner/Author. Signatory



- 1.15 "Offer Letter" means, in respect of each Transferred Employee, written offer of employment issued by the Transferee to such Transferred Employee in relation to their employment with the Transferee, substantially in the form set forth in **Part B (Offer Letter) of Schedule 6 (Employee Transfer Documents)**;
- 1.16 "Person" means a corporation, association, unincorporated association, partnership (general or limited), joint venture, estate, trust, limited liability company, limited liability partnership or any other legal entity, individual or government, state or agency of a state;
- 1.17 "Representatives" means in relation a Person, such Person's or its Affiliates officers, directors, managers, employees, shareholders, partners, members, accountants, auditors, attorneys, consultants, investors, financing sources, bankers, advisors and other agents or representatives;
- 1.18 "Slump Sale" means the transfer of one or more Undertaking as a result of sale for a lump sum consideration without values being assigned to the individual assets and liabilities in such sale;
- 1.19 "Tax(es)" includes all forms of taxation, cesses, duties, levies, imposts, whether direct or indirect, whether central, state or local including taxes on income, professional, withholding tax, fringe benefit tax, capital gains tax, minimum alternate tax, profits, service, sales, wealth value added tax, excise, customs, import duty, octroy, goods and services tax, entry tax, stamp duty and property taxes (together with any interest, penalties, surcharges, cess or fines relating to any of them);
- 1.20 "Transfer Consideration" means INR 5,81,00,000/- (Rupees Five Crores Eighty One Lakhs Only);
- 1.21 "Transaction" means, the sale and purchase of the Undertaking pursuant to this Agreement and the Ancillary Documents;
- 1.22 "Transaction Documents" means this Agreement and the Ancillary Documents or such other agreement or documents as may be designated as such jointly by the Transferor and the Transferee or required to give effect to or is entered into in connection with this Agreement or the transactions contemplated hereby;

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

1.23 "Transfer Intimation Letter" means in respect of each Transferred Employee, a letter recording the commencement of their employment with the Transferee and cessation of employment with the Transferor, with effect from the Closing Date, substantially in the form set forth in Part A of Schedule 6 (Employee Transfer Documents);

1.24 "Transferred Employee" means the employees who are exclusively employed by the Transferor in relation to the Undertaking who shall be transferred to the Transferee and become employees of the Transferee with effect from the Closing Date, as set forth in Schedule 5 (Details of Transferred Employees) to this Agreement;

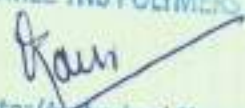
1.25 "Undertaking" means the undertaking of the Transferor engaged in the Business carried on at the Premises and consists of the following:

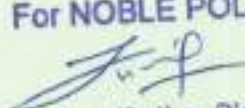
- (i) The Undertaking Assets;
- (ii) The Undertaking Liabilities;
- (iii) The Undertaking Contracts;
- (iv) The Transferred Employees; and
- (v) All other rights, benefits and privileges being in the nature of intangible assets (including goodwill) accruing to the Transferor and which relate to the business of the Undertaking;

1.26 "Undertaking Assets" means all assets rights, title, properties, privileges, goodwill and interests of the Transferor used in, or related to the Undertaking, including all Undertaking Movable Assets, Undertaking Records, Employee Benefit Funds, and all other assets, current assets, loans and advances advanced, deposits made and investments and intangible assets such as know-how, technical information, management information systems, drawings, sketches, blueprints, maps and manuals and other Confidential Information relating to the Undertaking which are set forth in Schedule 2 (Details of Undertaking Assets);

1.27 "Undertaking Contracts" means all running contracts and purchase orders related to business of the Undertaking;



For SHREE TNB POLYMERS LTD.

Director/Authorised Signatory

For NOBLE POLYTEC

Partner/Authorised Signatory

- 1.28 "Undertaking Movable Assets(s)" means all the movable assets that relate to, the Undertaking, details of which are set forth in Schedule 2 (Details of Undertaking Assets);
- 1.29 "Undertaking Liability(ies)" means all the liabilities and obligations (whether absolute, accrued, contingent, fixed, matured, known, foreseen, reserved, determined or otherwise, and including any Tax obligations) that arise out of, or relate to, the Undertaking, including all liabilities in respect of the Employee Benefit Funds, and all other liabilities and obligations related to the Undertaking, in each case, as on Closing Date or arising after the Closing Date; details of Undertaking Liabilities as on Closing Date are set forth in Schedule 2.1 (Details of Undertaking Liabilities);
- 1.30 "Undertaking Record(s)" means all records, registers, files, papers, engineering and process information, computer programmes, drawings, certifications, manuals, data, catalogues, quotations, sales and advertising materials, lists of present and former customers, distributors and suppliers (and their credit information and pricing information) and other records maintained by the Transferor in ERP systems in connection with or relating to primarily to, the Undertaking, the details of which are set forth in Schedule 4 (Details of Undertaking Records).

2. Interpretation

- 2.1 The interpretation and/or construction of this Agreement shall be in accordance with the following rules of interpretation.
- 2.2 In this Agreement, unless the contrary intention appears:
- 2.2.1 References to Clauses and Schedules are to the clauses and schedules of this Agreement and references to paragraphs are to paragraphs of Schedules;
- 2.2.2 References to any law of statute include a reference to that law or statute as from time to time amended, replaced, supplemented or re-enacted;
- 2.2.3 References to this Agreement or any other documents or to any specified provision of this Agreement or any other document are to this Agreement, that document or that

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC

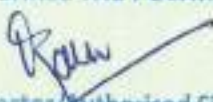

Partner/Authorised Signatory

provision as in force for the time being and as amended, from time to time in accordance with the terms of this Agreement or that document or, as the case may be, with the agreement of the Parties;

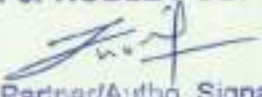
- 2.2.4 The terms "hereof", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- 2.2.5 Words importing the singular shall mean the plural and vice versa;
- 2.2.6 A reference to any gender includes all gender;
- 2.2.7 A reference to "writing" or "written" includes printing, typing, lithography and other means of reproducing words in visible form, but shall not include text messages;
- 2.2.8 The terms "include", "including" and "among other things" shall in all cases, be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import;
- 2.2.9 A document in the "agreed form" is a reference to a document in a form approved and for the purposes of identification initialled by on or behalf of the Parties;
- 2.2.10 A reference to "day" or "days" are to calendar days;
- 2.2.11 Unless other specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day'
- 2.2.12 Unless otherwise specified, whenever any payment is to be made or action taken under this Agreement is required to be made or taken on a day other than a Business Day such payment shall be made or action taken on the next Business Day;
- 2.2.13 If there is any conflict or inconsistency between a term in the body of this Agreement and term in any of the Schedules or any other document referred to or otherwise incorporated



For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

into this Agreement, the term in the body of this Agreement shall take precedence, unless the relevant Schedule or such other documents which is referred or otherwise incorporated into this Agreement expressly provides that the term in it is to take precedence over the term in the body of this Agreement;

2.2.14 If any provision in the Schedule 1 (Definitions and Interpretation) is a substantive provision conferring a right or imposing an obligation on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;

2.2.15 Time is of the essence in the performance of each Party's respective obligations, and if any time period specified herein is extended, such extended time period shall be of the essence;

2.2.16 Any Person includes that Person's legal heir, successors, liquidators, executors, administrators and permitted assigns; and

2.2.17 "with a copy to" means the issuance of copy simultaneously with the issuance of original notice.

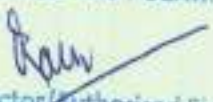
2.3 This Agreement is the result of negotiations between and has been reviewed by the Parties and their respective counsels. Accordingly, this Agreement shall be deemed to be the joint product of the Parties and there shall be no presumption that an ambiguity should be construed in favour of or against any Party solely as a result of such Party's actual or alleged role in the drafting of this Agreement.

SCHEDULE 2

DETAILS OF UNDERTAKING ASSETS

The Parties have agreed that assets as on 31st March 2025 in the books of the Transferor shall be transferred to the Transferee and the audited books will form a part of this agreement

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory



SCHEDULE 2.1

DETAILS OF UNDERTAKING LIABILITIES

The Parties have agreed that liabilities as on 31st March 2025 in the books of the Transferor shall be transferred to the Transferee and the audited books will form a part of this agreement.

SCHEDULE 3

FORM OF ASSET DELIVERY NOTE AND ACKNOWLEDGMENT

Date: 31.03.2025

To,

Shree TNB Polymers Limited,

Kind Attention: Deepak Kumar Qeematrai Raura

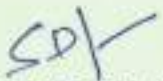
Re: Delivery of Undertaking Movable Assets pursuant to Business Transfer Agreement (the "Agreement") entered into between the Transferor and Transferee on 31st March 2025

This Asset Delivery Note records and memorializes the fact that we do hereby, in terms of the Agreement, transfer and deliver the possession of all the Undertaking Movable Assets, as identified in Annexure A1 attached to this Asset Delivery Note, to the Transferee.

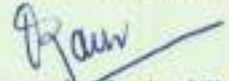
All capitalised terms used but not defined herein shall have the same meaning as ascribed to them in the Agreement.

Signed and delivered and on behalf of:

M/s. Noble Polytec


YASH VIJAY THOSANI
Authorised Signatory

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

ACKNOWLEDGMENT

We acknowledge receipt of this Asset Delivery Note and the transfer and delivery of the Undertaking Movable Assets.

Signed and delivered for and on behalf of:
Shree TNB Polymers Limited
DEEPAK KUMAR QEEMATRAI RAURA
DIRECTOR

Annexure A1

The Parties have agreed that assets as on 31st March 2025 in the books of the Transferor shall be transferred to the Transferee and the audited books will form a part of this agreement

SCHEDULE 4

DETAILS OF UNDERTAKING RECORDS

Sr. No.	Particulars
1	Manufacturing Process Flow Chart
2	Plant Layout
3	Material Master
4	Vendor Master
5	Fixed Asset Register
6	Payroll Register
7	Purchase Register
8	Production Module

SCHEDULE 5

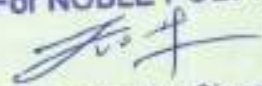
DETAILS OF TRANSFERRED EMPLOYEES

The Parties have agreed that all the employees which are as on 31st March 2025 on the payroll of the Transferor shall be transferred to the payroll of the Transferee.

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

SCHEDULE 6

EMPLOYEE TRANSFER DOCUMENTS

Part A | Transfer Intimation Letter

To,

Mr. [●]

This is to inform you that your payroll is shifted from [●] to [●] w.e.f. [●] pursuant to the business transfer agreement dated [●]

★ All other terms and conditions of the service remains the same.

Wishing you all the best.

PART B | OFFER LETTER

Weekday, Month Date Year. Name : ABC Address : XYZ,
India

Dear Mr / Ms.,

This has reference to your application for employment in our company and the subsequent interview had with us. We are pleased to offer you an employment with our organization in the _____ Department as " _____ " based at Location. The post and the remuneration package as mutually agreed upon shall be communicated to your joining with us.

Please note that this is merely an offer letter. The company's standard Appointment Letter containing exhaustive terms and conditions of employment will be issued to you on your joining the company which shall be binding on you.

You are requested to join us latest by Joining date, if there is any change in the date of joining, changes can be taken under consideration. You will be on Probation for SIX (6) months.

We welcome you to TNB Family and hope it would be the beginning of a long and mutually beneficial association.

Kindly acknowledge the duplicate copy of this letter as an acceptance of this offer.

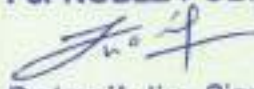
Yours sincerely,

For Shree TNB Polymers Limited

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

PART C | APPOINTMENT LETTER

Date Month Year.

To,

Mr/Ms.. ABC,

Address.

Subject: Appointment letter for post of _____.

Dear Mr/Ms.,

We are pleased to offer you appointment letter, the position of **Designation** on the following terms and conditions:

1. Commencement of employment

Your employment will be effective, as of **Date**.

2. Job title

Your job title will be **Designation**, and you will report to **Hierarchy**.

3. Salary

Your salary and other benefits will be as set out in Schedule 1, hereto.

4. Place of posting

You will be posted at **Location**. You may however be required to work at any place of business which the Company has, or may later acquire. Your service is workplace may transfer as per requirement of the company.

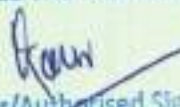
5. Hours of Work

The normal working are General shift hrs working, you will be required to work for such hours as necessary for the proper discharge of your duties to the Company and if necessary for additional hours depending on your responsibilities.

6. Leave/Holidays

6.1 You are entitled to Paid leave of 21 days in calendar year.

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

33

For NOBLE POLYTEC


Partner/Authorised Signatory

6.2 The Company shall notify a list of declared holidays in the beginning of each year.

6.3 During probationary period of six months; you will not be entitled to any leaves / bonus.

7. Nature of duties

You will perform to the best of your ability all the duties as are inherent in your post and such additional duties as the company may call upon you to perform, from time to time. Your specific duties are set out in Schedule II hereto.

8. Company property

You will always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

9. Borrowing/accepting gifts

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person/client with whom you may be having official dealings.

10. Termination

10.1 Your appointment can be terminated by the Company, without any reason, by giving you not less than one-month prior notice in writing or salary in lieu thereof. For the purpose of this clause, salary shall mean basic salary.

10.2 You may terminate your employment with the Company, without any cause, by giving no less than two month's prior notice or salary for unsaved period, left after adjustment of pending leaves, as on date.

10.3 The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, or have committed any fundamental breach of contract or caused any loss to the Company.

10.4 On the termination of your employment for whatever reason, you will return to the Company all property; documents and paper, both original and copies thereof, including any samples, literature, contracts, records, lists, drawings, blueprints, letters, notes, data and the like; and Confidential Information, in your possession or under your control relating to your employment or to clients' business affairs.

11. Confidential Information

11.1 During your employment with the Company you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior permission of the Company.

11.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Company which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause 'Confidential Information' means information about the Company's business and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

11.3 At no time, will you remove any Confidential Information from the office without permission.

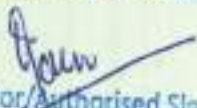
11.4 Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Company.

11.5 Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.

11.6 Before proceeding on an overseas assignment you will be required to give the company, a written undertaking for dedicated services to the client, completing the work/project assigned and timely return to resume work in India. The details of such assignments including reimbursement of necessary expenditure will be communicated to you before your proceeding on such assignments.

11.7 It is also expressly agreed to by and between us that the you to be not associated with any competitions, competitor or the same products manufacturing company up to minimum of two years from the date your separations. You must always maintain the

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business interest of the Company.

11.8 You may be selected and sponsored by the Company for training assignments with company's associates or other institutions abroad. You will diligently and beneficially, take part in such training and assignment. In such event, you will continue to serve the company after such training, for a minimum period as may be stipulated.

11.9 You shall not, at any time during the continuance or after the termination of your employment hereunder, divulge either directly to any person, firm or Company or use for yourself or another any knowledge, information, formulae, processes, methods, compositions, ideas or documents, concerning the business and affairs of the company or any of its dealings, transactions or affairs which you may acquire the company or any of its dealings, transactions or affairs which you may acquire or have to your knowledge during the course of and incidental to your employment.

12. Notices

Notices may be given by you to the Company at its registered office address. Notices may be given by the Company to you at the address intimated by you in the official records.

13. Applicability of Company Policy

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, code of conduct, CSR, POSH, IMS, Safety, WB, and various other functional policies etc., and may alter the same from time to time at its sole discretion.

All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.

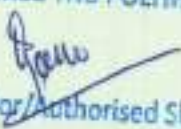
14. Governing Law/Jurisdiction

Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction of Silvassa only.

15. Acceptance of our offer

Please confirm your acceptance of this letter of Employment by signing and returning the duplicate copy.

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Authorised Signatory

We welcome you, and look forward to receiving your acceptance and to working with you.

Yours Sincerely,

For, Shree TNB Polymers Limited

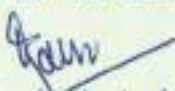
Director / Authorized Signatory.

Personal file records:-

- 1- All academic records in xerox
- 2- Medical certificates.
- 3- Set of Biodata / employment details.
- 4- PAN card
- 5- Adhar card.
- 6- Driving licenses.
- 7- Passport.
- 8- Reliving letter from previous employer.
- 9- Copy of rewards, recognition from previous employer if any.
- 10- Any other details of declared by employee during employment.
- 11- Any commercial records if declared by employee during employment.
- 12- Employment verification from previous employee.

Notes- The above records to be verified by HR with original documents before keeping in personal files

For SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Author. Signatory

E - AADHAAR CARD

DEEPAK KUMAR QEEMATRAI RAURA



ભારત સરકાર
Government of India



Download Date: 25/02/2020



દીપક કુમાર કીમત્રાઈ રૌરૌરા
Deepak Kumar Qeematrai Raura
જન્મ તારીખ/DOB: 08/12/1960
પુરુષ/ MALE

Issue Date: 28/11/2013

6902 2427 6845

VID : 9121 2732 1551 5072

મારો આધાર, મારી ઓળખ

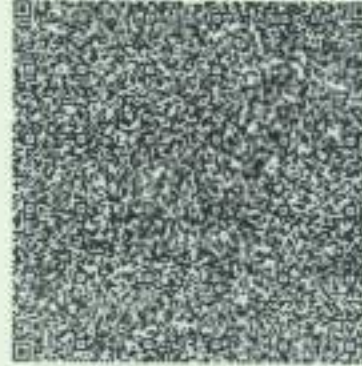


ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India



સરનામું :
રો હાઉસ નો.૩, આવન્યુ એવન્યુ, હિમતસિંઘજી
પાર્ક કો.ઓપ.હસગ સોસાયટી, ઇરવાડા, પારડી,
વલસાડ,
ગુજરાત - 396195

Address:
Row House No.3, Avenue NX, Himatsinghji
park co.op.Hsg Society, Chharwada, Pardi,
Valsad,
Gujarat - 396195



6902 2427 6845

VID : 9121 2732 1551 5072



1947



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Raura



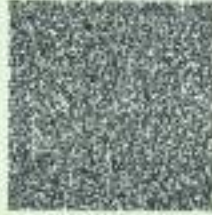
ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકારણ
Unique Identification Authority of India

નામીકરણ ક્રમ નંબર / Enrolment No.: 0000/00359/52446

To
Vijay Thosani
Bungalow No 82, Parkland Village
Harla Hospital Road
Vapi
Valsad Gujarat - 396191
9638481111

Signature Not Verified
Digital Signature of Vijay Thosani
Date: 11/04/2018



તમારો આધાર નંબર / Your Aadhaar No. :

8562 0279 4630

VID : 9186 2062 8167 5949

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



Vijay Thosani
જન્મ તારીખ/DOB: 01/06/1960
પુણ/ MALE

Issue Date: 11/04/2018

8562 0279 4630

VID : 9186 2062 8167 5949

મારો આધાર, મારી ઓળખ



નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે. નાગરિકતાનું નહિ
- ઓળખ ચક્રસવા માટે સુરક્ષિત QR કોડ / ઓફલાઈન XML / ઓનલાઈન પ્રમાણીકરણનો ઉપયોગ કરવો.
- આ ઇલેક્ટ્રોનિક પ્રક્રિયા દ્વારા જનરેટ થતો છે.

INFORMATION

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- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
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- આધાર સમગ્ર દેશમાં માન્ય છે.
- આધાર તમને વિવિધ સરકારી અને ખિલ-સરકારી સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- તમારા ઓફલાઈન નંબર અને ઇમેઇલ આઈડીને આધારમાં અપડેટ કરો.
- તમારા સ્માર્ટ ફોનમાં આધાર રાખો - એમઆધાર એપ્લિકેશનનો ઉપયોગ કરો.

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Unique Identification Authority of India



સરનામું :
બંગ્લો નં 82, પાર્કલંડ વીલેજ, હાર્લા હોસ્પિટલ રોડ, વાપી,
વલસાડ,
ગુજરાત - 396191

Address:
Bungalow No 82, Parkland Village, Harla
Hospital Road, Vapi, Valsad,
Gujarat - 396191



8562 0279 4630

VID : 9186 2062 8167 5949

1947 | helo@uidai.gov.in | www.uidai.gov.in

Vjthosani

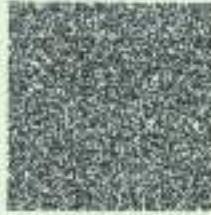


ભારત સરકાર
Government of India

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ
Unique Identification Authority of India

નાર્મકતા ક્રમ નંબર/ Enrolment No.: 0000/00625/81081

To
શ્રી યશ
Yash Thosani
S/o Vijaybhai Thosani
Bungalow No 82, Parklands Village,
Heria Hospital Road,
Near Raj Residency
Vapi
Valsad Gujarat - 396191
9636581111



તમારો આધાર નંબર / Your Aadhaar No. :

8342 3487 3957

VID : 9121 5737 6700 6475

મારો આધાર, મારી ઓળખ



ભારત સરકાર
Government of India



શ્રી યશ
Yash Thosani
જન્મ તારીખ/DOB: 04/09/1992
લિંગ/ GENDER: MALE

નાર્મકતા ક્રમ નંબર/ Enrolment No.: 0000/00625/81081

8342 3487 3957

VID : 9121 5737 6700 6475

મારો આધાર, મારી ઓળખ



નિર્દેશ

- આધાર ઓળખાણનું પ્રમાણ છે. નાગરિકતાનું નહીં
- ઓળખ ચકાસવા માટે સુરક્ષિત QR કોડ / ઓફલાઇન XML / ઓનલાઇન પ્રમાણીકરણનો ઉપયોગ કરવો.
- આ ઇલેક્ટ્રોનિક્સ પદ્ધતિ દ્વારા જનરેટ થયેલ છે.

INFORMATION

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- આધાર જમણું દેશમાં માન્ય છે.
- આધાર તમને વિવિધ સરકારી અને બિન-સરકારી સેવાઓને સરળતાથી મેળવવામાં મદદ કરે છે.
- તમારા મોબાઇલ નંબર અને ઈમેઇલ આઈડીને આધારમાં અપડેટ કરો.
- તમારા સ્મર્ટ ફોનમાં આધાર રાખો - એમઆધાર એપ્લિકેશનનો ઉપયોગ કરો.

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Unique Identification Authority of India



સરનામું :
શ્રી/શ્રી વિજયભાઈ થોસાની, બંગ્લો નં 82, પાર્કલંડ વીલેજ,
હેરિયા હોસ્પિટલ રોડ, નજીક રાજ રેસિડેન્સી, વાપી, વાલસાડ,
ગુજરાત - 396191
Address:
S/o Vijaybhai Thosani, Bungalow No 82,
Parklands Village, Heria Hospital Road, Near
Raj Residency, Vapi, Valsad,
Gujarat - 396191



8342 3487 3957

VID : 9121 5737 6700 6475

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[Handwritten signature]



भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrollment No.: 0635/10211/46447

To
Kishorbhai Vitthalbhai Silapara
101, Aishwarya Residency,
Near Mahalaxmi Tower, Tithal Road,
VTC, Valsad,
PO: Valsad,
Sub District: Valsad, District: Valsad,
State: Gujarat,
PIN Code: 390001,
Mobile: 9373920504



MF385189210F1



आपका आधार क्रमांक / Your Aadhaar No. :

3927 5725 6338

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Kishorbhai Vitthalbhai Silapara
DOB: 04/02/1963
Male

Issue Date: 30/11/2011

3927 5725 6338

मेरा आधार, मेरी पहचान

हिंदू & सनातन





RECEIPT
NOBLE POLYTEC
S.N 301/1, Plot No 7, MD Industrial Estate,
Tipco Road, Masat, Silvassa
GSTIN : 26AANFN8369G2ZN

Receipt No. : NP/24-25/BANK/0763

Dated : 21-03-2025

Party : **SHREE TNB POLYMERS LIMITED (CAPITAL)**

S NO 132/1/1/4, BEHIND PRINCE PIPE
ATHAL, SILVASSA - 396230

Party GSTIN / UIN : **26AAKCS6850P1ZJ**

Place of Supply :

Amount (Rs.) : **2,60,00,000.00**

Inst. Type :

Inst. No. :

21/03/2025 EBANK:WIB/1447368166/TNB TO NOBLE POLYTEC 2,60,00,000.00

for NOBLE POLYTEC

2,60,00,000.00

Rupees Two Crore Sixty Lakh Only

(Cheque Subject to Realisation)

Digitally signed by Yashraj Pooja VORA
Date: 2025.03.21 12:56:45 +0530

Authorised Signatory

For SHREE TNB POLYMERS LTD.

Director/Authorised Signatory

For NOBLE POLYTEC

Partner/Authorised Signatory



RECEIPT
NOBLE POLYTEC
S.N 301/1, Plot No 7, MD Industrial Estate,
Tipco Road, Masat, Silvassa
GSTIN : 26AANFN8369G2ZN

Receipt No. : NP/24-25/BANK/0763

Dated : 21-03-2025

Party : SHREE TNB POLYMERS LIMITED (CAPITAL)
S NO 132/1/1/4, BEHIND PRINCE PIPE
ATHAL, SILVASSA - 396230

Party GSTIN / UIN : 26AAKCS6850P1ZJ
Place of Supply :

Amount (Rs.) : 2,60,00,000.00

Inst. Type :

Inst. No. :

21/03/2025 EBANK:WIB/1447368166/TNB TO NOBLE POLYTEC 2,60,00,000.00

2,60,00,000.00
Rupees Two Crore Sixty Lakh Only
(Cheque Subject to Realisation)

for NOBLE POLYTEC

Validly unless
Digitally signed by [Signature]
Date: 2025.03.27 12:44:55+05'30'

Authorised Signatory



For SHREE TNB POLYMERS LTD.

Signature
Director/Authorised Signatory

For NOBLE POLYTEC

Signature
Partner/Author. Signatory



RECEIPT
NOBLE POLYTEC
S.N 301/1, Plot No 7, MD Industrial Estate,
Tipco Road, Masat, Silvassa
GSTIN : 26AANFN8369G2ZN

Receipt No. : NP/24-25/BANK/0779

Dated : 28-03-2025

Party : **SHREE TNB POLYMERS LIMITED (CAPITAL)**

S NO 132/1/1/4, BEHIND PRINCE PIPE
ATHAL, SILVASSA - 396230

Party GSTIN / UIN : **26AAKCS6850P1ZJ**

Place of Supply :

Amount (Rs.) : **2,00,00,000.00**

Inst. Type :

Inst. No. :

28/03/2025 EBANK:WIB/1448494910/TNB TO NOBLE POLYTEC 2,00,00,000.00

2,00,00,000.00
Rupees Two Crore Only
(Cheque Subject to Realisation)

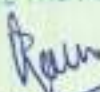
for NOBLE POLYTEC


Digitally signed by **TANUJEET KUMAR VORA**
Date: 2025.03.27 12:08:30 +05:30

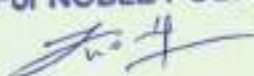
Authorised Signatory



SHREE TNB POLYMERS LTD.


Director/Authorised Signatory

For NOBLE POLYTEC


Partner/Author. Signatory



SHREE TNB POLYMERS LIMITED

Sr.No. 132/1/1/4, Athal Road, Athal, Silvassa, Dadra Nagar Haveli,
Daman & DIU UT 396230, India

+91 9727703950 info@tnb2010@gmail.com U25209DN2007PLC000242

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SHREE TNB POLYMERS LIMITED HELD ON THURSDAY, 20TH DAY OF FEBRUARY 2025 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT SR.NO.132/1/1/4, BEHIND PRINCE PIPES, ATHAL ROAD, ATHAL, SILVASSA, DADRA & NAGAR HAVELI DAMAN & DIU U.T INDIA, 396230.

TAKEOVER OF THE WHOLE OF ASSETS & LIABILITIES OF NOBLE POLYTEC

"RESOLVED THAT the consent of Board of Director of the Company be and is hereby given to takeover the whole assets and liabilities of the Noble Polytec (Partnership firm: Registration No: DNH/54/2017.

"RESOLVED FURTHER THAT an agreement entered between the Company and Noble Polytec as per the draft thereof submitted to this meeting for the purpose of Identification, duly initiated by the Chairman for the purpose of identification be and is hereby considered and approved."

"RESOLVED FURTHER THAT the Company to approach the various government departments including but not limited to Goods and Service Tax, Registrar of Companies, Financial Institutions, Banks, Labour Department and other concern authorities etc. to give effect to the aforesaid takeover."

"RESOLVED FURTHER THAT any two of the Board of Directors Jointly be and is hereby authorized to represent the Company before any authority and take all steps including negotiating and finalizing the Agreement, signing of all legal and other relevant documents for and on behalf of the Company and getting the same registered at appropriate authority in order to give effect to the above."

"RESOLVED FURTHER THAT any of the Director of the Company be and is hereby authorized to provide certified true copy of this resolution to any authority as and when required."

CERTIFIED TRUE COPY

For SHREE TNB POLYMERS LIMITED

Vijay Thosani

Mr Vijay Jaysukhlal Thosani
(Whole Time Director)
DIN: 01067515



ISO 9001:2015 & 14001:2015 Certified Company

"TIRUPATI" BRAND SOLID POLYMERS SHEETS

"NOBLE" BRAND HDPE/ PP/ PPH PIPES, FITTINGS & MICRO IRRIGATION SYSTEMS

"WELLPACK" BRAND PP HOLLOW SHEETS





- 301/1 Plot No. 7, MD Ind. Estate
Tipco Road, Village Masat,
Silvassa - 396230 (D. & N.H. 1), INDIA.
- +91-85115 79533
- info@noblepolytec.com
- www.noblepolytec.com



AUTHORITY LETTER

We, **(1) Mrs. Beena V Thosani**, PAN: ABYPT6508P, residing at Bungalow No. 82, Parklands Village, Haria Hospital Road, Vapi, Valsad, Gujarat - 396191, **(2) Mr. Rushabh Atul Mehta**, PAN: AQEPM6224G, residing at A/302, Vardhman Heights, T.B. Kadam Marh, Byculla (E), Mumbai - 400027, **(3) Mrs. Nisha Rushabh Mehta**, PAN: ATOPG4164A, residing at A/302, Vardhman Heights, T.B. Kadam Marh, Byculla (E), Mumbai - 400027, **(4) Mr. Yash Hemanshu Mehta**, PAN: AWVPM8463A, residing at A-201/202, A Wing, Vardhman Heights, T.B. Kadam Marh, Byculla (E), Mumbai - 400027, **(5) Mrs. Chandni Hemanshu Mehta alias Chandni Vaibhav Doshi**, PAN: AWVPM8299B, residing at A-201/202, A Wing, Vardhman Heights, T.B. Kadam Marh, Byculla (E), Mumbai - 400027, **(6) Mrs. Aruna N. Tolia**, PAN: ANKPT1323Q, residing at Plot No. 9, Chandra Niwas, Swamy Vallabhdas Marg, Sion West, Mumbai - 400022, **(7) Mrs. Hetal Dineshbhai Tank**, PAN: ACNPT1653R, residing at Flat No. G-203, Raj Residency -1, Near Patel Samajwadi, Balitha, Taluka - Vapi, District - Valsad, Gujarat - 396191, **(8) Mr. Dilipkumar Pranlal Joshi**, PAN: ACQPJ6229A, residing at C-702, Jas Exotica, Naroli Road, Silvassa, Union Territory of Dadra and Nagar Haveli and Daman and Diu - 396230, all partners of M/s. Noble Polytec ("Partnership Firm"), hereby give full power and authority to partner **(9) Mr. Yash Vijay Thosani**, PAN: ALRPT2747P, residing at Bungalow No. 82, Parklands Village, Haria Hospital Road, Near Raj Residency, Vapi, Valsad, Gujarat - 396191 ("Authorised Partner"), to negotiate, finalise and execute following on behalf of all partners and on behalf of the Partnership Firm:

- 1) The Partnership Firm is carrying its manufacturing activities at S.No. 301/1, Plot No. 7, MD Industrial Estate, TIPCO Road, Masat, Silvassa - 396230 Dadra and Nagar Haveli and Daman and Diu, India ("Factory").
- 2) Authorised Partner is authorised to sell/transfer the business (including all assets and liabilities as on 31st March 2025) of Partnership Firm to Shree TNB Polymers Limited as a going concern through slump sale for a

Aruna N. Tolia
Rushabh
N. Mehta

Devi
Mehta

Beena V Thosani
hetal D

For NOBLE POLYTEC
Partner/Author. Signatory



• 301/1 Plot No. 7, MD Ind. Estate

Tipco Road, Village Masat,

Shri 15-15230 RD & N-1, INDIA

• +91 85115 79533

• info@noblepolytec.com

• www.noblepolytec.com



consideration of **Rs. 5,81,00,000/- (Rupees Five Crores Eighty One Lakhs Only).**

- 3) Authorised Partner is authorised to execute a Memorandum of Understanding and Business Transfer Agreement and such other agreements, deeds, writings of whatsoever nature, with Shree TNB Polymers Limited, to effectively sell/transfer the business (including all assets and liabilities as on 31st March 2025) of Partnership Firm through slump sale to Shree TNB Polymers Limited, on behalf of the Partnership Firm as well as on behalf of all partners.
- 4) Authorised Partner is authorised to do all such things of whatsoever nature, for effectively selling/transferring the business (including all assets and liabilities as on 31st March 2025) of Partnership Firm to Shree TNB Polymers Limited as a going concern through slump sale.
- 5) Authorised Partner is authorised to hand over the physical possession of all the assets as on 31st March 2025, lying at the Factory, to Shree TNB Polymers Limited.
- 6) We all partners hereby agree to ratify the above things done by the Authorised Partner as if the same were done, executed or made by us personally and the same shall be legally binding on us and our legal heirs and representatives.

For NOBLE POLYTEC

Partner/Author. Signatory

Aruna R. Tolia
Rushabh
K. Mehra

Shruti
B. V. Thosani
Kavita D. Dhanik



- 301/1 Plot No. 7, MD Ind. Estate
Tipco Road, Village Masat,
Solvasa-396230 (D. & N. E. INDIA)
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- www.noblepolytec.com



Sr.No.	Name of Partner	Signature
1	Mrs. Beena V Thosani	B.V.Thosani
2	Mr. Rushabh Atul Mehta	Rushabh
3	Mrs. Nisha Rushabh Mehta	Mr. Mehta
4	Mr. Yash Hemanshu Mehta	Yash Mehta
5	Mrs. Chandni Hemanshu Mehta alias Chandni Vaibhav Doshi	Chandni*
6	Mrs. Aruna N Tolia	Aruna N. Tolia
7	Mrs. Hetal Dineshbhai Tank	Hetal D. Tank
8	Mr. Dilipkumar Pranlal Joshi	Dilipkumar.

I, hereby accept authority,

Mr. Yash Vijay Thosani

Date: 17/2/2025

For NOBLE POLYTEC

Partner/Author/Signatory