



महाराष्ट्र MAHARASHTRA

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दिनांक 30/03/2021 वि.नं. 7534 स्टॅम्प किंमत रुपये 100/-

श्री सरस्वती सारी डीपो प्रा. लि. गांधीनगर  
ता. कोल्हापूर हस्ते - निष्कृती धोरण्डे

राजकुमार श्रीचंद हिंदूजा  
परवाना क्र. 22/2001



यांनी रु (100/-) चा स्टॅम्प मागितलीवरून रु 100/-

कोड.नं. 2601066

व त्यांचे भरती रु 100/-

असे स्टॅम्प दिले.

गांधीनगर जि. कोल्हापूर

15 MAR 2021

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कारण

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STAMP HEAD CLERK,  
TREASURY OFFICE,  
KOLHAPUR. (M.S.)

THIS STAMP PAPER FORMS AN INTEGRAL PART OF THE MEMORANDUM OF UNDERSTANDING DATED MARCH 30<sup>TH</sup>, 2021 AMONGST SARASWATI SADI DEPOT, AND SARASWATI SAREE DEPOT PRIVATE LIMITED.

FOR SARASWATI SADI DEPOT

*[Handwritten signature]*  
PARTNER / ATTORNEY

For Saraswati Saree Depot Pvt. Ltd.

VSD  
Director

**This Memorandum of Understanding (“MOU”) is entered into on, at Kolhapur by and between:**

**Saraswati Sadi Depot**, a partnership firm registered under the Indian Partnership Act, 1932 and having its principal place of business is at 144/1, Manade Mala, near Tawade Hotel, Gandhinagar Road, Uchgaon, Kolhapur, Maharashtra - 416005 (hereinafter referred to as the **“Proposed Seller”**) of the **One Part**;

**AND**

**Saraswati Saree Depot Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at SR No. 144/1, Manade Mala, near Tawade Hotel, Gandhinagar Road, Nigadewadi, Kolhapur, Maharashtra - 416005 (hereinafter referred to as the **“Proposed Purchaser”** which expression shall include its successors and permitted assigns) of the **Other Part**.

(Unless the context requires otherwise, the Proposed Seller and the Proposed Purchaser are hereinafter collectively referred to as **‘Parties’** and individually as a **‘Party’**.)

**WHEREAS**

- a) The Proposed Seller is inter alia engaged in the wholesale business in women’s ethnic wear (hereinafter referred to as the **“Business”**).
- b) With a view to develop growth the potential in the business market, the partners of the Proposed Seller have formed a new company being the Proposed Purchaser to whom the Proposed Seller is contemplating to transfer Business Undertaking to help the Business Undertaking attract investors and strategic partners who can bring relevant experience for the growth of the Business.
- c) The Parties desire that the Proposed Seller sells/ transfers/ conveys the Business Undertaking to the Proposed Purchaser, and the Proposed Purchaser will purchase and acquire the Business Undertaking from the Proposed Seller and subject to the other terms and conditions specified in this MOU.
- d) The Proposed Seller has therefore agreed to enter into this MOU to agree to sell, transfer and convey the Business Undertaking to the Proposed Purchaser, subject to the terms and conditions contained herein.

**NOW THEREFORE, THE PARTIES, INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:**

## **ARTICLE 1 – DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this MOU, unless the context requires otherwise, the following terms and expressions shall have the meanings set forth below:

- i) **“Business Undertaking”** means the undertaking of the Proposed Seller engaged in the Business consisting of the following:
  - a) Movable Property of the Business Undertaking as set forth in Part 1 of Schedule 1 of this MOU;
  - b) Employees listed in Schedule 2 to this MOU, on the same terms and conditions of service as they are employed by the Proposed Seller, including as to length and continuity of service;
- vii) **“Closing”** means the completion of the transfer and delivery of the Business Undertaking by the Proposed Seller to the Proposed Purchaser, to the satisfaction of each other, as agreed herein.
- viii) **“Closing Date”** means such date in accordance with the terms of this MOU as may be mutually agreed to between the Parties, on which the Closing occurs.
- ix) **“Effective Date”** shall mean the date from which this MOU will be effective i.e. April 01, 2021.
- x) **“Employees”** mean individuals as of the date hereof, who are employed by the Proposed Seller in connection with the Business Undertaking as set forth in Schedule 2 of this MOU, together with individuals who are hired

**FOR SARASWATI SADI DEPOT**  
**MSD**  
**PARTNER/ATTORNEY**

**For Saraswati Saree Depot Pvt. Ltd.**  
**VSD**  
**Director**

in respect of the Business Undertaking after the date hereof until the Closing Date and who shall be transferred to the Proposed Purchaser pursuant to the transfer of the Business Undertaking.

xi) "MOU" shall mean this MOU along with all Annexure(s) and/or Schedules and/or Appendices, if any, attached hereto and shall include any amendments, addendums or supplements thereto, executed by the Parties, in writing, after the Effective Date.

xii) "Transaction" means the sale of Business Undertaking by the Proposed Seller to the Proposed Purchaser as contemplated in this MOU.

xiii) "Taxes" means Direct Taxes and Indirect Taxes pertaining to Business Undertaking.

## 1.2 Interpretation

Unless otherwise stated or unless the context otherwise requires, in this MOU:

- i) the headings used in this MOU are included for convenience only and shall not be used in construing or interpreting this MOU;
- ii) any reference to the plural shall include the singular and the vice-versa;
- iii) any reference to masculine gender shall include feminine or neutral gender;
- iv) the references to the Recitals, Articles, Clauses, and Schedules shall be references to the Recitals, Articles, Clauses and Schedules of this MOU;
- v) the references to statutes shall be references to the statutory enactments, rules and regulations in force (as modified, amended or re-enacted) and to any subordinate legislation made under such provisions;
- vi) reference in this MOU to do or not to do anything which any Party is required to do or not to do shall include its acts, defaults and omission whether: (a) direct or indirect, (b) on its own account, or (c) for or through any other person, and (d) those which it permits or suffers to be done or not done by any other person;
- vii) the effect of all obligations affecting the Parties under this MOU is cumulative and no obligation shall be limited or modified by any of the other obligations unless there is in this MOU an express limitation or modification;
- viii) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- ix) the words "including" and "inter alia" shall be deemed to be followed by "without limitation" or "but not limited to"; and
- x) a reference to a thing includes a part of that thing.

## ARTICLE 2 - SALE AND PURCHASE OF BUSINESS UNDERTAKING

2.1 Subject to the provisions of this MOU, the Proposed Seller agrees to sell, transfer, convey and deliver to the Proposed Purchaser, and the Proposed Purchaser agrees to purchase, acquire and accept from the Proposed Seller, the Business Undertaking.

2.2 The Parties agree that all tax liabilities or liabilities under any statute in force in relation to any period prior to the Closing Date including but not limited to any past tax litigations / statutory dues which relate to the period prior to the Effective Date would be of the Proposed Seller in all respects and would not be taken over by the Proposed Purchaser.

2.3 The Parties acknowledge and agree that those assets of the Business Undertaking that are movable in nature or are otherwise capable of transfer by endorsement and delivery, shall be acquired individually by the Proposed

FOR SARASWATI SADI DEPOT

MSD

PARTNER / ATTORNEY

For Saraswati Saree Depot Pvt. Ltd.

VSD

Director

Purchaser on delivery at fair market value for such asset, and shall thereafter become the property of the Proposed Purchaser.

2.4 The assets as set forth in Part 1 of Schedule 1 to this MOU shall be legally assigned absolutely by the Proposed Seller to the Proposed Purchaser with effect from the Closing Date.

### ARTICLE 3 - NON-COMPETE

3.1 In consideration of the Proposed Purchaser agreeing to purchase the Business Undertaking under this MOU, the Proposed Seller agrees that from the Closing Date, it shall not, directly or indirectly, own, manage, operate, control, be a director, be employed by or participate in the ownership, management, operation or control of, or be connected in any manner with, any business, of the type and character similar to and competitive with the business which is proposed to be transferred in favour of the Proposed Seller.

3.2 The Parties acknowledge and agree that the above restrictions are considered reasonable for the legitimate protection of the business proposed to be transferred in favour the Proposed Seller for valuable consideration.

### ARTICLE 4 – CLOSING

4.1 Subject to the terms and conditions of this MOU, Closing contemplated under this MOU will take place on the Closing Date, at the office of the Proposed Seller or such other place as may be mutually agreed between the Parties.

#### 4.2 Closing

At Closing, the Business Undertaking shall be transferred by the Proposed Seller and received and acquired by the Proposed Purchaser to the end and intent that the property and all rights therein pass on to the Proposed Purchaser and the Proposed Purchaser becomes the absolute owner upon such delivery and transfer. To the said intent and effect the following actions inter alia shall be undertaken at Closing:

(i) The Proposed Seller shall legally assign absolutely in whole and not in part to the Proposed Purchaser all of its rights title and interest in and under the assets as set forth in Part 1 of Schedule to this MOU.

(ii) The Proposed Seller shall deliver and hand over to the Proposed Purchaser by physical delivery and possession movable assets of the Business Undertaking comprising the furniture and fixtures, computers, office equipment, software licenses and other articles and effects (including capital work-in-progress), and the Proposed Purchaser shall receive the physical delivery and possession of the same, so that the same become the absolute property of the Proposed Purchaser.

(iii) The Proposed Seller shall handover the list of Employees that are proposed to be transferred to the Proposed Purchaser and the Proposed Purchaser shall issue employment offer letters to such Employees on the same terms as their employment with the Proposed Seller.

(iv) The Proposed Seller shall deliver at Closing, full and complete records relating to the Employees including documents relating to Employees including offer letters, employment agreements, employment policy and manual and records in relation to the benefit plans relating to the Employees.

(v) The Proposed Seller shall provide to the Proposed Purchaser originals or copies of the Records pertaining to Business Undertaking.

(vi) The Proposed Purchaser shall issue such receipts or acknowledgements as the Proposed Seller may require confirming receipt in respect of the foregoing.

(vii) The Parties shall provide to each other copies of such board or other resolutions or approvals as evidence the due authority of the Party for the Transaction.

**FOR SARASWATI SADI DEPOT**

MSD  
PARTNER / ATTORNEY

**For Saraswati Saree Depot Pvt. Ltd.**

VSD  
Director

## ARTICLE 5 - EMPLOYEES

5.1 With the transfer of the Business Undertaking, the Proposed Seller shall facilitate the transfer of and the Proposed Purchaser shall make offers of employment to the Employees specified in Schedule 2 to this MOU on the same terms and conditions as per terms of their employment with the Proposed Seller and with the benefit of continuity of service for all purposes including for the computation of the terminal benefits, in case any.

5.2 For any period prior to the Closing Date, the Proposed Seller shall be liable to pay to the Employees all amounts becoming due and payable to them, as per the terms of employment and statutory provisions whether by way of salary, bonus, or otherwise, calculated and due and payable up to Closing Date.

The Proposed Purchaser shall assume and be liable for all dues and obligations towards such Employees that accept the Employment offer from the Proposed Purchaser in accordance with the terms set out in such employment offers with effect from the Closing Date.

## ARTICLE 6 – PERFORMANCE OF CONTRACT

6.1 Without prejudice to the generality of the foregoing, the following shall apply following Closing:

- (i) All Assets of the Business Undertaking shall become the assets of the Proposed Purchaser.
- (ii) Subject to applicable laws, all statutory approvals, permissions, consents, exemptions, registrations, no-objection certificates and certifications, permits, quotas, rights over all pending statutory applications/petitions exclusively relating to the Business Undertaking, shall stand transferred to the Proposed Purchaser, to the extent applicable.

## ARTICLE 7 – REPRESENTATIONS AND WARRANTIES

7.1 The Proposed Seller represents and warrants and undertakes to the Proposed Purchaser as under:

- (i) The Proposed Seller has full power and authority to operate its Business Undertaking as it is being currently conducted. The Proposed Seller has full power and authority, and Proposed Seller has and/or shall procure all necessary consents that may be required to execute and deliver this MOU and to perform its obligations hereunder and to consummate the Transaction contemplated herein.
- (ii) The Proposed Seller shall not cause or permit any of its representations and warranties made in this MOU to be untrue or incomplete on the Effective Date or at any time prior thereto.
- (iii) The assets specified in Part 1 of Schedule 1 of this MOU is the assets required and necessary to carry on the Business Undertaking.
- (iv) The Proposed Seller will execute such documents and complete such further acts that may be necessary for perfecting the sale and transfer of the Business Undertaking to the Proposed Purchaser.

## ARTICLE 8 - REPRESENTATIONS AND WARRANTIES OF THE PROPOSED PURCHASER

The Proposed Purchaser hereby represents and warrants to the Proposed Seller as follows:

8.1 The Proposed Purchaser has full corporate power and authority to purchase the Business Undertaking as contemplated under this MOU. Proposed Purchaser has and/or shall procure all necessary consents that may be required to execute and deliver this MOU and to perform its obligations hereunder and to consummate the Transaction contemplated herein.

8.2 The Proposed Purchaser also represents, warrants and assures that Proposed Purchaser has the responsibility for and/or shall obtain all necessary and relevant permissions, approvals, consents as may be required from appropriate governmental / statutory /municipal authorities for purchasing and after Closing for running and operating the Business Undertaking, at its sole cost and expense.

**FOR SARASWATI SADI DEPOT**

**MSD**  
**PARTNER / ATTORNEY**

**For Saraswati Saree Depot Pvt. Ltd.**

**VSD**

**Director**

## ARTICLE 9 - POST CLOSING COVENENTS

The Proposed Seller and Proposed Purchaser agree that each of them shall preserve and keep the records held by it or their affiliates relating to the Business Undertaking for a period of 8 years from the Closing Date and shall make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any insurance claims by, legal proceedings or tax credits against or governmental investigations of the Proposed Seller or Proposed Purchaser or of any affiliates or in order to enable the Proposed Seller or the Proposed Purchaser to comply with their respective obligations under the transaction documents and each other agreement, documents or instrument contemplated thereby. In the event the Proposed Seller or Proposed Purchaser wishes to destroy such records after that time, such party shall first give 90 days prior written notice to the other party to take possession of the records.

## ARTICLE 10 – TERMINATION

This MOU may be terminated before the Closing Date with mutual written consent of the Parties.

## ARTICLE 11 - MISCELLANEOUS

### 11.1 Taxes, Costs and Expenses

- a) All costs and expenses in connection with the Transaction contemplated herein including all stamp duty and registration fees (if any) for the Transaction or this MOU shall be incurred and borne by the Proposed Seller.
- b) Except for capital gains tax and/ or income tax, if any, on the income of the Proposed Seller, arising out of or in connection with the transfer of the Undertaking by the Proposed Seller to the Proposed Purchaser, all other taxes, duties, costs, expenses or levies, whatsoever arising out of or in connection with the Transaction or this MOU shall be borne by the Proposed Purchaser.
- c) Proposed Seller will bear the legal, accounting and other expenses incurred by such Party in connection with the negotiation, preparation and execution of this MOU.

### 11.2 Confidentiality

Except as required by applicable law or by an order of the court, the Parties shall keep all negotiations in relation to this MOU, the contents of this MOU and related agreement(s), if any, confidential, and neither Party shall make any public or any general announcements with regard to this transaction without the prior consent of the other Party.

### 11.3 Assignment and Amendment of MOU

This MOU shall not be assigned by either Party to any third party without the prior written consent of the other Party.

This MOU may not be amended or modified except by an instrument in writing signed by or on behalf of each of the Parties.

### 11.4 Entire MOU

This MOU constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

**FOR SARASWATI SADI DEPOI**

**MSD**  
**PARTNER / ATTORNEY**

**For Saraswati Saree Depot Pvt. Ltd.**

**VSD**

**Director**

#### 11.5 Survival

In addition to any other obligation specifically agreed to survive, the obligations of the Parties relating to Indemnification and Confidentiality shall survive termination or expiry of this MOU.

#### 11.6 No Third Party Beneficiaries

This MOU is not intended and shall not be construed to create any rights in any parties other than the Proposed Seller and the Proposed Purchaser and no person shall have any rights as a third party beneficiary hereunder.

#### 11.7 Severability

Each of the provisions contained in this MOU shall be severable and the invalidity of one shall not affect the validity of any other provision of this MOU or the remaining portion of the applicable provision. The Parties shall endeavour to replace such unenforceable provision/portion with a legally permissible provision, which as far as possible, reflects the original intent of the Parties.

#### 11.8 Remedies under this MOU

Each Party hereto agree that any remedy or right conferred upon either Party for breach hereof shall be in addition to and without prejudice to all other rights and remedies available to it, whether under the applicable laws or otherwise.

#### 11.9 Incorporation of Schedules

The Schedules hereto are incorporated into this MOU and shall be deemed a part hereof as if set forth herein in full. In the event of any conflict between the provisions of this MOU and any such Schedule, the provisions of this MOU shall prevail.

#### 11.10 Mutual Goodwill

This MOU is entered into in a spirit of goodwill and the Parties covenant with each other that each Party will render at all times all reasonable assistance in its power to facilitate successful implementation of this MOU and/ or provide any information or document in its possession, which the other Party(s) may reasonably require for the purpose of this MOU.

#### 11.11 Governing Law; Jurisdiction

This MOU shall be governed by and construed in accordance with the laws of India and the courts at Nagpur, Maharashtra shall have the exclusive jurisdiction.

**FOR SARASWATI SADI DEPOT**  
MSD  
**PARTNER / ATTORNEY**

**For Saraswati Saree Depot Pvt. Ltd.**  
VSD  
**Director**

**ARTICLE 12 - COUNTERPARTS**

This MOU is being executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Proposed Seller and Proposed Purchaser have duly executed and delivered this MOU as of the day and year first above written.

Signed by: Mahesh Sajandas Dulhani

Partner – Saraswati Sadi Depot

**FOR SARASWATI SADI DEPOT**

  
**PARTNER / ATTORNEY**

Signed by: Vinod Dulhani

Director – Saraswati Saree Depot Pvt. Ltd.

**For Saraswati Saree Depot Pvt. Ltd.**

  
**Director**

FOR PROPOSED SELLER

FOR PROPOSED PURCHASER

In the presence of: In the presence of:

1. NIKHIL SHANKAR DULHANI

2. DINESH SHEVAKRAM DULHANI

1. 

2. 



## Schedule 1

### Business Undertaking

#### Assets

SR. NO.	ITEMS
1	Sarees
2	Kurtis
3	Dress Materials
4	Blouse Pieces
5	Air Conditioner
6	Attendance machine
7	Camera TV
8	Canteen Equipment
9	Currency Counting Machine
10	Drill Machine
11	Tea/Coffee Vending Machines
12	Electronic Equipment
13	Fan
14	Generator
15	Inverter
16	Refrigerator
17	Telephone Intercom
18	Television
19	Water Filter
20	Electric Fittings
21	Furniture
22	Ladder
23	Safe

## Schedule 2

### List of Employees

SR. NO.	EMPLOYEES
1	Sajandas Laxmandas Dulhani
2	Amit Sahijram Dulhani
3	Gaurav Mahesh Dulhani

**FOR SARASWATI SADI DEPOT**

**MSD**  
**PARTNER / ATTORNEY**

**For Saraswati Saree Depot Pvt. Ltd.**

**VSD**  
**Director**