

महाराष्ट्र MAHARASHTRA

2023

CC 680062

प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८०००९७
12 SEP 2023
सक्षम अधिकारी

BUSINESS TRANSFER AGREEMENT

BETWEEN

Stallion Enterprises

Proprietor - Shazad Sheriar Rustomji

AND

Stallion India Fluorochemicals Private Limited

(Corporate Identity Number U51410MH2002PTC137076)

Executed in Mumbai on 30th day of September 2023

For STALLION ENTERPRISES

Shazad Sheriar Rustomji
Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.

[Signature]
Director

BUSINESS TRANSFER AGREEMENT

This Business Transfer Agreement ("Agreement") is made and entered into in Mumbai on this 30 day of September 2023 between:

STALLION ENTERPRISES a proprietary concern through its proprietor **Mr. Shazad Sheriar Rustomji**, having its address at 2, A WING, KNOX PLAZA, OFF. LINK ROAD, MINDSPACE, MALAD - WEST, MUMBAI, Maharashtra, India, 400064, India (hereinafter referred to as "Seller" which expression shall, unless it be repugnant or contrary to the context thereof, mean and include its successors and assigns) of the **ONE PART**;

AND

STALLION INDIA FLUOROCHEMICALS PRIVATE LIMITED, a Private Limited Company incorporated in India under the provisions of Companies Act 1956, bearing Corporate Identity Number U51410MH2002PTC137076, and having its registered office at 2, A WING, KNOX PLAZA, OFF. LINK ROAD, MINDSPACE, MALAD - WEST, MUMBAI, Maharashtra, India, 400064. (hereinafter referred to as "Purchaser" which expression shall, unless it be repugnant or contrary to the context thereof, mean and include its successors and assigns) of the **OTHER PART**.

The Seller and the Purchaser are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

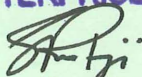
- A. The Seller is engaged in the business of running a sole proprietorship business of trading and manufacturing of fluorochemical gases, air conditioner gases and industrial gases under the name and style "**Stallion Enterprises**"
- B. The Purchaser is engaged in manufacturing of fluorochemical gas, air conditioner gases & industrial gases.
- C. The Seller has agreed to sell and transfer its "Undertaking" (as defined hereinafter) as a whole and as a going concern by way of a Slump Sale (as defined hereinafter) to the Purchaser, and the Purchaser has agreed to purchase the Undertaking from the Seller, for a lump sum purchase consideration equal to and not exceeding the Purchase Price (as defined hereinafter); and
- D. The Parties have agreed to execute this Agreement in order to set out the terms and conditions for transfer of the Undertaking from the Seller to the Purchaser on Slump Sale basis as a whole and as a going concern as hereinafter provided.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY THE PARTIES) AND BASED UPON THE MUTUAL REPRESENTATIONS, WARRANTIES AND COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

In addition to the terms defined in the introduction to and the body of this Agreement and unless repugnant to the meaning or context thereof, terms mentioned in Annexure 1 and used in this Agreement, shall have the meaning attributed to such terms in Annexure 1 to this Agreement. The rules of interpretation that apply to this Agreement are also set out in Annexure 1 to this Agreement.

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

2. SALE AND ACQUISITION OF UNDERTAKING

2.1. Sale and Transfer of Undertaking

At the Closing, subject to the provisions of this Agreement as well as the satisfaction (or waiver, as the case may be) of the Conditions Precedent set out herein and in the manner or by means of the deliveries contemplated herein, the Purchaser hereby agrees to purchase from the Seller, and the Seller hereby agrees to sell, convey, transfer, assign and deliver to the Purchaser, on the Closing Date and in the manner set out in this Agreement, the Undertaking as a whole and as a going concern on a Slump Sale basis, together with all (i) rights, title and interest of the Seller in, and to the Undertaking; and (ii) benefits, rights and obligations attaching thereto at law or in equity as on the Closing Date, free and clear of all encumbrances of any nature whatsoever in consideration of the payment of the Purchase Price in the manner set out herein, such that from the Closing Date: (a) the Undertaking shall be transferred to and vested in the Purchaser; (b) the Purchaser shall be entitled, subject to the terms and conditions of this Agreement, to all rights, title, interest in and rewards of the Undertaking and (c) the Purchaser shall be liable for the liabilities, and the Undertaking shall be transferred and vested fully in the Purchaser with full ability, rights, power and authority necessary for conducting and carrying on the business of the Undertaking for the benefit of the Purchaser and or persons claiming by, from, under or through the Purchaser, in the same manner in which the Seller has lawfully conducted and carried on the business of the Undertaking, in continuation of, and as successor to the Seller in relation to the Undertaking. Ownership, and all risks in the Undertaking shall (save and except as otherwise set out in this Agreement) shall pass on to the Purchaser with effect from the Closing Date. It is hereby clarified that in this Slump Sale process as provided in this Agreement, the Undertaking shall be transferred as a whole as a going concern by the Seller to the Purchaser for the Purchase Price in the manner contemplated in this Agreement as on the Closing Date without assigning any values to the individual assets or liabilities.

2.2. Transfer of Undertaking

- A. The Parties hereby expressly agree and acknowledge that, on the Closing Date, the Undertaking shall stand transferred, conveyed and assigned to the Purchaser. The sole proprietorship concern "Stallion Enterprises" will be succeeded by the Purchaser in the business as a result of which the sole proprietary concern will transfer all the assets including capital assets to the Company and the Purchaser will also takeover all the obligations/liabilities of the Undertaking

2.3. Transfers

The Parties shall undertake the following actions in relation to the transfer of the Undertaking:

2.3.1. Transfer of Movable Assets

The Seller and the Purchaser hereby confirm and declare that all the movable assets forming part of the Undertaking wherever located on the Closing Date, being entirely of a movable nature and capable of being transferred by physical delivery of possession, shall be simultaneously handed over and transferred by the Seller to the Purchaser by way of delivery of physical possession evidenced by a delivery note to be executed by the Seller and addressed to the Purchaser, on the receipt of which the Purchaser shall acknowledge to the Seller in writing on the Closing Date, and there is no further or additional act or deed required to be done for this purpose by or between the Seller and the Purchaser. Provided however, that the inventories as on the Closing Date, as determined in accordance with Annexure 5 (Stock Take Principles) to this Agreement through a Stock-take, shall be delivered by the Seller to the Purchaser as on Closing Date.

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.



Director

2.3.2. Transfer of Employees

Effective from the Closing Date, the Seller shall transfer its employees, who are on the payroll of the Seller on the Closing Date and engaged in the business of the Undertaking and listed out in **Annexure 2** to this Agreement ("Transferred Employees"), to the Purchaser on terms and conditions of service not less favourable than those on which they are employed by the Seller on that date, with the full benefit of the continuity of their previous employment with the Seller provided that they have, before the Closing Date, accepted and agreed, in writing, to the transfer of their employment to the Purchaser.

2.3.3. Transfer of trade accounts receivable

The trade accounts receivable relating to the business of the Undertaking as on the Closing Date shall be assigned and transferred by the Seller to the Purchaser by way of novation, on the Closing Date.

2.3.4. Transfer of Licenses/Certifications

The Licenses/certifications relating to the business of undertaking as listed in **Annexure 3** shall be transferred to Purchaser by execution of necessary documents in such a manner such that the licenses and certificates are transferred. Where licenses and certifications are to be applied fresh by the Purchaser, the Seller shall render necessary support and cooperation for obtaining such licenses.

2.3.5. Notification/Assignment of Contracts

The Seller shall, on to the Closing Date or soon thereafter, transfer and assign all the Contracts listed in **Annexure 4** to this Agreement, in the name of Purchaser. The Seller shall assist the Purchaser in getting the contracts transferred in the name of the Purchaser.

2.3.6. Transfer of Input Credit & Commercial taxes

The Seller shall, take all steps and actions, as required for the transfer of the Input of Goods and Service Tax (hereinafter referred to as "GST") and other commercial taxes, if any, pertaining to the Undertaking, to the Purchaser on the Closing Date, whether or not such Input credit and other Commercial taxes has been disclosed in the tax returns filed by the Seller with the relevant tax authorities.

2.4. Sale as Going Concern


The Parties agree that the Undertaking is being sold on the terms of this Agreement, as a whole and as a going concern on a Slump Sale basis with the intent that the Purchaser shall carry on the business of the Undertaking as a going concern on and from the Closing Date.

2.5. Actions on the execution date

On or prior to the execution date, Purchaser shall deliver to the other party certified copies of the resolutions passed by the board of directors and shareholders (if required) authorising it to enter into and consummate the transactions contemplated under this agreement.

3. Purchase Price

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.



Director

- 3.1. Subject to the terms of this Agreement, the Purchaser shall discharge the consideration amount of INR 324,685,514/- (Indian Rupees Thirty Two crores forty six lacs eighty five thousand five hundred and fourteen only) as the Purchase Price for the sale and transfer of the Undertaking as and by way of a Slump Sale as a whole as a going concern by issuing 6,341,514 number of equity shares of face value Rs 10 each of the Purchaser at premium of Rs 41.2 to the Seller. The equity shares so issued pursuant to this agreement shall stand pari passu with the existing shares of the Purchaser.
- 3.2. The Parties agree that the Purchase Price represents the entire consideration for the transfer of the Undertaking as a whole as a going concern on Slump Sale basis and no part of the Purchase Price can be attributed or allocated to any individual asset or liability comprised in the Undertaking. The determination of the value of any specific asset or right comprised in the Undertaking for the purpose of payment of stamp duty, registration fees or other similar Taxes or fees shall not be regarded as assignment of values to individual assets or liabilities.
- 3.3. The Sale Consideration payable under this Clause 3.1 shall constitute full and final consideration to be paid by Purchaser to Seller for acquiring the Undertaking.

4. CLOSING

The Parties agree that the transfer of the Undertaking as set out in Clause 2 above shall occur on the Closing Date. Each Party shall act in good faith and shall make best efforts to achieve completion of actions, if any, to be completed between the Agreement Date and the Closing Date and to achieve the completion of the Transaction on the Closing Date.

5. CLOSING OBLIGATIONS

- 5.1. On the Closing Date or soon thereafter, the Seller shall deliver or cause to be delivered or provide or take actions as may be required to be done to effectively transfer assign, convey the Undertaking from Seller to Purchaser on going concern basis.

Without prejudice to the generality of the foregoing, the Seller deliver or cause to be provided to the Purchaser, the following (unless specifically waived by the Purchaser in writing) in relation to the Undertaking and the Purchaser shall release the Purchase Price to the Seller in the manner mutually agreed between the Parties:

i. **Movable Assets**

The Seller shall deliver by physical delivery or possession to the Purchaser, all the Movable Assets as of the Closing Date in the manner contemplated in Clause 2.3.1 of this Agreement;

ii. **Employee Benefit Plans**

The Seller and the Purchaser shall undertake all necessary formalities and execute and deliver all documents necessary for the assignment of the employee benefit plans to the Purchaser as on the Closing Date;

iii. **Employee Transfer Letters**

- iv. **The seller shall deliver to the purchaser**, duly executed Employment Transfer Letter for each of the Transferred Employees listed in Annexure 2.

v. **Employee Dues**

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.



Director

Seller shall also hand over letters from each of the Transferred Employees with whom advances or deposits are outstanding to the Seller, acknowledging the amount of such advances or deposits as of the Closing Date;

iii. Trade Accounts Receivable

The Seller shall assign to the Purchaser the trade accounts receivable relating to the Undertaking by way of novation;

iv. Contracts

The Contracts as stated in Clause 2.3.5 of this Agreement shall be assigned by the Seller to the Purchaser along with the rights, benefits and obligations therein by way of execution of notification of transfer or assignment of Contracts in the form agreed by the Parties.

v. Transfer of Input Credit & Other Commercial Taxes

The Seller shall, take all steps and actions, as required for the transfer of the Input credit of GST and other Commercial taxes credit pertaining to the Undertaking, to the Purchaser on the Closing Date, whether or not such Input Credit and other Commercial taxes credit has been disclosed in the tax returns filed by the Seller with the relevant tax authorities.

vi. Books of Accounts, Files, etc.

The Seller shall deliver, all accounting and other legal and business books, records, ledgers and files, whether printed, electronic or written, including all Transferred Employee files of the Undertaking and all the other documents and records (originals and copies) of the Undertaking, to the Purchaser;

vii. The Seller shall transfer the liabilities of the undertaking to the Purchaser and the Purchaser shall accept the same.

viii. Transfer of Licenses/Certifications

The Seller shall, take all steps and actions, as required for the transfer of the licenses and certifications pertaining to the Undertaking, to the Purchaser on the Closing Date or soon thereafter.

ix. Miscellaneous

Seller shall also hand over all other physical and digital record relating to the business undertaking.

5.2. Good faith action

The Parties shall undertake all such acts and deeds, as may be required in terms of the applicable Law and or this Agreement, to achieve the Closing in the manner contemplated in this Agreement.

6. CONDITIONS POST CLOSING

- i. The Seller shall have obtained consent/no-objection certificate from its banker for undertaking the sale and transfer of the Undertaking under this Agreement and shall have procured the release of any Encumbrances on the Assets forming part of the said undertaking charged with the bank and;
- ii. The Seller shall have obtained consents, in form and substance acceptable to the Purchaser, from the counterparties of the Contracts for novation/assignment of such Contracts at Closing to the Purchaser or,

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

- at the option of the Purchaser, for execution of new Contracts by such counterparties with the Purchaser on same terms and conditions and in the same form as the existing Contracts;
- iii. The Seller shall have obtained Third Party Approvals, in form and substance satisfactory to the Purchaser, to transfer all Authorisations relating to the Undertaking to the Purchaser, to the extent that such Authorisations are capable of being transferred under Applicable Law;
 - iv. The Seller shall have obtained consents from the relevant insurance companies agreeing to transfer the Insurance Policies issued by such insurance companies in favour of the Purchaser with effect from the Closing Date.

7. COVENANTS

7.1. Use of registered logo owned by Mr. Shazad Sheriar Rustomji

Stallion Enterprises and the Purchaser currently exploits the registered logo owned by Mr Shazad Sheriar Rustomji. It is hereby agreed between the Parties that that the ownership of registered logo shall continue to remain with Mr Shahzad Sheriar Rustomji and terms of use of the registered logo shall be mutually agreed between the parties' post-closing.

7.2. Transfer of Title

The title and risk in the Undertaking shall stand transferred and passed to the Purchaser only upon the Closing taking place in accordance with this Agreement on the Closing Date and all references in this Agreement to "from the Closing Date" shall be construed accordingly. Without limiting the generality of the foregoing, the Parties expressly agree that upon the Closing being achieved in accordance with the terms of this Agreement and not otherwise:


1. The profits and losses relating to the Undertaking on and after the Closing Date shall be deemed to be the profits and losses of the Purchaser so that the Purchaser enjoys the benefit of the Undertaking, from the Closing Date;
2. The profits and losses relating to the Undertaking before the Closing Date shall be deemed to be the profits and losses of the Seller;
3. The changes in the position of the current assets and the current liabilities on and after the Closing Date shall be to the account of the Purchaser, and in the event that the Seller receives any amount representing any accretion to the movable Assets, the Seller shall hold the same in trust for the Purchaser and return the same to the Purchaser promptly; and
4. Any transactions between the Purchaser and Seller pertaining to undertaking post-closing shall be considered intra party transactions.
5. The Purchaser shall be solely authorised to operate the Undertaking from and after the Closing Date.

7.3. Transfer of Information

The Seller undertakes to the Purchaser that it shall after the Closing Date, forward and transfer to the Purchaser, as soon as practicable, any documents, information, enquiries, communications or correspondences, which the Seller receives, from time to time, in relation to the Undertaking and which are required to be sent to the Purchaser.

7.4. Provision of Business Information

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

After the Closing Date, if any business information is required for the business or affairs of the Undertaking and is not in the possession of the Purchaser or is not readily discoverable by the Purchaser but is in the possession or under the control of or available to the Seller, the Seller shall provide such business information to the Purchaser on its request.

7.5. Joint Actions and Co-operations

The Parties expressly agree that they shall execute all papers and documents, make all filings and representations, and extend all reasonable support, assistance and co-operation to the other, and take such reasonable steps as may be required in connection with the performance of the transactions contemplated under this Agreement.

- 7.6. The Parties agree that (a) tax liabilities of the Seller under the applicable Tax Laws, whether or not such Tax liabilities have been identified by the Seller, and (b) all tax credits to which the Seller may be entitled under the applicable tax Laws (such as Alternate Minimum Tax, Advance Tax and Tax Deducted at Source), will not be transferred by the Seller to the Purchaser along with the Undertaking under this Agreement.
- 7.7. The seller covenants to Purchaser that the transfer of the Transferred Employees to Purchaser pursuant to this Agreement shall be effected in a manner such that each of the Transferred Employees are (i) transferred with continuity of service and (ii) entitled to wages and benefits and terms of employment no less favourable than what such Transferred Employee is entitled to prior to the Closing Date.
- 7.8. In case the Purchaser is unable to realize any amount receivable by way of or under this Agreement or in case any amount received by the Seller from any person/ authority/ party pertains to or belongs to the Purchaser under this Agreement subsequent to the Closing Date, the Seller will be under obligation to remit/ transfer the amount so received/ realized to the Purchaser immediately.
- 7.9. The Parties acknowledge and agree that some of the transfers contemplated by this agreement may not be affected on the closing date due to: (a) inability of the Parties to obtain third party approval or (b) inability of the Parties to take certain actions to effect such transfers. To the extent any transfers contemplated by this agreement have not been fully effected on the Closing Date, the Seller and the Purchaser will cooperate and commercially reasonable efforts to obtain approvals and consents and take necessary actions to effect such transfers as promptly as practicable following the Closing Date at no additional cost or consideration to be paid by the Purchaser.
- 7.10. The parties agree that any intercompany balances between the Seller and Purchaser pertaining to the business of the Undertaking as on the Closing shall get set off without any further deed or action.

8. ASSUMPTION OF UNDERTAKING LEGAL PROCEEDINGS

- 8.1. Upon the terms and subject to the conditions set forth in this Agreement, and with effect from successful consummation of Closing, the Purchaser is required under Applicable Laws to assume the Undertaking Legal Proceedings initiated by or against the Seller pertaining to the Undertaking as specified in **Annexure 7** ("Undertaking Legal Proceedings").
- 8.2. All Legal Proceedings other than the Legal Proceedings of Undertaking under consideration that are pending as on the Closing Date by or against the Seller shall be retained and defended by the Seller.
- 8.3. Notwithstanding anything contained in this Agreement, all Legal Proceedings pertaining to the Undertaking which arise from a cause of action relating to the period up to the Closing Date shall be to the account of the Seller and all Legal Proceedings pertaining to the Undertaking which arise from a cause of action relating to the period post Closing Date shall be to the account of the Purchaser, provided the same arise as a result of the conduct of the Business in Ordinary Course.

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

8.4. With effect from the successful consummation of Closing, the Legal Proceedings of Undertaking under consideration shall be transferred to the Purchaser, prosecuted and enforced by or against the Purchaser in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Seller as if the present transfer had not been effected. The Purchaser and the Seller shall take all reasonable steps and efforts so as to ensure that the Legal Proceedings of Undertaking under consideration are transferred in the name of the Purchaser in the relevant forum.

9. TAXES

9.1. The sale and transfer of the Undertaking to the Purchaser is being consummated as a going concern on slump sale basis, in compliance with the provisions of section 2(42C) of the Income-tax Act, 1961. The Seller shall be liable and responsible to discharge all income tax liabilities arising out of or pertaining to the sale and transfer of the Undertaking. Goods and Service Tax, if any, levied in connection with the sale and transfer of the Undertaking and the other transaction contemplated in this Agreement shall be borne by the Seller.

9.2. The Seller shall at all times be liable and responsible to discharge all direct tax liabilities whether outstanding, accrued, contingent or otherwise with respect to or arising out of operations of the Undertaking for the period up to the Closing Date, irrespective whether they have arisen prior to the Closing Date or not. The Purchaser shall be liable and responsible to discharge all direct and indirect tax liabilities whether outstanding, accrued, contingent or otherwise with respect to or arising out of operations of the Undertaking for the period commencing from the Closing Date..

10. REPRESENTATIONS AND WARRANTIES

10.1. The Parties hereby represents and warrants to the other Party that:

10.1.1. The purchaser is a Private Limited Company incorporated under the provisions of the Companies Act, 1956. The parties confirm that they are of good standing under the laws of India.

10.1.2. The persons signing this agreement on behalf of the Parties has the authority to sign and execute it on behalf of the Parties for whom he is signing so as to create binding obligations on the Parties;

10.1.3. The execution and delivery of this agreement and the consummation of the transactions contemplated by this agreement:

- have been duly authorised by all necessary actions on the part of the Party;
- do not constitute a breach of applicable law or of any statute, judgment or decree by which the Party is bound;
- do not constitute a breach of any agreement to which it is a Party, or which applies to it and no agreement, arrangement or understanding between the Party and any third party shall restrict or prevent the Party from fulfilling any of its obligations under this agreement;
- is not ultra vires the Memorandum of Association or Articles of Association as far as the Purchaser is concerned and Partnership Agreement as far as the Seller is concerned; and
- constitute a valid and binding obligation of the Party, enforceable against it in accordance with its terms.

11. INDEMNIFICATION

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

On and from the Closing Date, the Seller shall indemnify and keep the Purchaser indemnified from and against, and the Seller shall reimburse the Purchaser for, any and all direct losses, liabilities, claims, costs, and damages (including interests and penalties with respect thereto), out of pocket expenses, reasonable attorneys' fees and accountants' fees and disbursements, relating to taxes, which are actually incurred by the Purchaser in relation to the Undertaking, with respect to any period ending on and or prior to the Closing Date.

12. TERMINATION

12.1. This Agreement may be terminated only by mutual written agreement between the Seller and the Purchaser.

12.2. Termination of this agreement for any reason shall be without prejudice to the rights and obligations of the Parties accrued prior to such termination.

13. CONFIDENTIALITY

13.1. It is agreed that the Seller and the Purchaser shall maintain absolute confidentiality of the terms of this Agreement and further shall not divulge to any person in any manner at any point of time and shall not make public the sale of the Undertaking contemplated herein by issue of press release, public announcement or otherwise, except for the purposes of operations of the business of the Undertaking by the Seller. The Parties shall always be entitled to give such details of this Agreement as any Governmental Authority or person may require for purposes of ensuring the completion of the transaction contemplated by this Agreement or for compliance with applicable Laws.

13.2. The Parties shall cause their partners, senior staff and other employees, agents, servants, representatives, etc. and those of its associates, to comply with the confidentiality obligations in this Agreement.

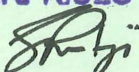
14. NOTICE

14.1. Any notices or communications required to be given or served by either of the Parties on the other Party in respect of this agreement, shall be given in writing in English to the other Party, and shall be deemed to have been duly served, if sent by prepaid registered mail with acknowledgement due at the address specified in the title to this agreement or at such other address as may have been notified to the other Party in accordance with this Clause.

14.2. Unless there is evidence that it was received earlier, any notice delivered to the Party to whom it is addressed as provided in this Clause 14 shall be deemed to have been given and received by the addressee (i) in the case of delivery by hand, when delivered; (ii) in the case of e-mail, at the time of transmission provided that the sender has not received any transmission error or delivery failure notice; (iii) in the case of delivery by a recognized courier service, at 10.00 a.m. 3 (three) Business Day following the date of posting; provided that in each case where delivery by hand or by e-mail occurs after 5.00 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 10.00 a.m. on the next following Business Day.

14.3. All notices served under this Clause 14, shall (i) If delivered by hand or through courier, be addressed at the address mentioned in this agreement, unless a change of address by either party, if any, have been notified to the other party and (ii) If sent through email should be sent at "rustomji@stallion.in" when it is to be sent to the seller and at "sf@stallion.in" when it is to be sent to the purchaser.

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

15. ARBITRATION

- 15.1. If any dispute arises between the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding any question, including the question as to whether the termination of this Agreement by any Party has been legitimate, the Parties shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties, after reasonable attempts, which attempt shall continue for not less than 30 (thirty) Business Days, gives 15 (fifteen) Business Days' notice thereof to the other party in writing ("Failure Notice").
- 15.2. The dispute shall be referred to a sole arbitrator appointed by the Parties within 30 (thirty) days of the date of the Failure Notice. In case of disagreement as to the appointment of the sole arbitrator, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 15.3. The place of arbitration shall be Mumbai, Maharashtra, India.
- 15.4. The arbitration proceedings shall be in English language.
- 15.5. The arbitrators' award shall be substantiated in writing. The arbitrator shall also decide on the costs of the arbitration proceedings.
- 15.6. The arbitrator's award shall be binding, subject to applicable laws and shall be enforceable in any competent court of law.
- 15.7. The provisions of this Clause shall survive Closing and the termination of this Agreement for any reason whatsoever.

16. MISCELLANEOUS

16.1. Entire Agreement

This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof. It supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter herein.

16.2. Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this agreement or acquiescence to or recognition of rights and or position other than as expressly stipulated in this agreement. All remedies of a Party under this agreement whether provided herein or conferred by statute, civil law,

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.

16.3. Severability

1. All provisions of this agreement shall be severable, and no such provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of the invalidity of any provision of this agreement, it shall be interpreted and enforced as if all the provisions thereby rendered invalid were not contained herein. If any provision of this agreement shall be susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid.
2. If any provision of this agreement shall be prohibited by or adjudicated by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement and shall not in any way affect any other provisions or the validity or enforcement of this agreement. The Parties shall agree to replace such severed provision by such provision which shall reflect the fundamental intention of the Parties to enter into this agreement.

16.4. Assignment

This agreement shall ensure to the benefit of and be binding upon the Parties and their successors-in-interest. Either Party may assign its rights and obligations under this agreement to any person with the prior written consent of the other Party.

16.5. Amendments

This agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties.

16.6. Headings

The paragraph headings contained in this agreement are for the convenience of the Parties and shall not affect the meaning, or interpretation of this agreement.

16.7. Governing Law

1. This agreement shall be governed, construed, interpreted and given effect to according to the laws of India.
2. Subject to Clause 15 (Arbitration) hereof, the courts at Mumbai shall have exclusive jurisdiction to resolve any disputes arising out of, or in connection with this Agreement.

16.8. Costs

Each Party shall bear their respective costs and expenses, including legal fees, in connection with their performance of and compliance with their liabilities and obligations under or in connection with this agreement.

16.9. Stamp Duty

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

The Purchaser shall bear and pay all stamp duty payable on this agreement and the transaction documents.

16.10. Taxes


The Seller shall bear and pay all levies, applicable taxes (if any) in relation to the sale and transfer of the Undertaking hereunder.


16.11. Independent Parties

Each of the Parties shall act in all matters relating to the agreement as an independent party and nothing contained herein shall constitute any of them as the agent or partner or employee of the other.

16.12. Counterparts

This agreement may be executed simultaneously in any number of counterparts, each of which will be deemed as an original, but all of which will constitute one and the same instrument.

For STALLION ENTERPRISES

Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.

Director

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first above written.

SIGNED AND DELIVERED)
for and on behalf of)
the within named Seller)
Stallion Enterprises through its)
Proprietor Mr. Shazad Sheriar Rustomji)


For STALLION ENTERPRISES

Proprietor

In the presence of)
Name: Piyanka Narula)



SIGNED AND DELIVERED)
for and on behalf of)
the within named Purchaser)
Stallion India Fluorochemicals Private Limited)
Through its Director Mr. Rohan Shazad Rustomji)

For Stallion India Fluorochemicals Pvt. Ltd.

Director

In the presence of)
Name: Sarita Khannwani)




Annexure 1


Definitions and Interpretations

- A. **DEFINITIONS:** As used in this Agreement, the following terms wherever used in this Agreement shall have the following meaning:
1. **"Agreement"** means this business transfer agreement, dated as of the Agreement Date, between the Seller and the Purchaser, as from time to time amended, supplemented or replaced or otherwise modified, together with the recitals and Annexures attached hereto;
 2. **"Agreement Date"** means the date specified in the title to this agreement irrespective of the date of execution of this agreement by the Parties;
 3. **"Applicable Law"** means any applicable statute, enactment, law, ordinance, regulation, rule, order, bye law, writ, circular, notification, injunction, directive, ordinance, requirement, ruling, judgement, decree, or other instrument which has a force of law applicable to any party as in force from time to time;
 4. **"Assets"** means all rights, title and interest in and to the assets relating to exclusively to the business of the undertaking including but not limited to moveable assets, contracts, goodwill, books and records, tax benefits, insurance policies as of the Closing Day;
 5. **"Business"** means business of trading and manufacturing of fluorochemical gases, air conditioner gases and industrial gases under the name and style **"Stallion Enterprises"** carried on by the Seller as on the Agreement Date and up to the Closing Date;
 6. **"Closing"** means the completion of the sale and transfer of the Undertaking by the Seller to the Purchaser in the manner set out in Clause 4 of this Agreement;
 7. **"Closing Date"** shall mean 30th September 2023
 8. **"Contracts"** means the benefits and obligations of all or any subsisting contract, agreement, commitment, license, sub-license, permit, indenture, loan agreement, note, obligation, understanding, instrument or other arrangement or any commitment to enter into any of the foregoing to which the Seller is a party or by which any asset of the Seller is bound in relation to the Undertaking, all on the existing terms and conditions thereof, pertaining to the Business as on the Closing Date, which are listed out in **Annexure 4** to this Agreement;
 9. **"Current Assets"** of the Seller shall include:
 - i. Cash in hand and balance with scheduled banks;
 - ii. Inventories;
 - iii. Trade receivables;
 - iv. Prepaid expenses;
 - v. Preliminary and Pre-operative expenses;
 - vi. Rental deposits;
 - vii. Interest receivable from banks;
 - viii. Any other deposits and other short-term loans and advances.
 10. **"Employee Benefit Plans"** means all gratuity, provident fund, leave encashment, profit sharing, retirement, deferred compensation, share purchase, share option, incentive, bonus, vacation, severance, disability, medical insurance, life insurance, benefits under the employees state insurance scheme, workmen compensation plans, if any, or any other type of employee benefit plan, program or arrangement under applicable laws provided by the Seller to the Transferred Employees;

For STALLION ENTERPRISES



Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

11. **"Governmental Authority(ies)"** means any governmental, political, legislative, executive or administrative body, municipality or any local or other authority, regulatory authority, tax authority, court, tribunal or arbitral tribunal, exercising powers conferred by applicable law in India or any other applicable jurisdiction and shall include, without limitation, the President of India, the Government of India, the Governor and the Government of any State in India, any Ministry or Department of the same or any governmental or political subdivision thereof;
12. **"INR"** means Indian Rupees, the sovereign currency of India;
13. **"Inventories"** means all Stock-in-hand and Stock-in-transit in relation to the Business of the Undertaking, calculated in accordance with the accounting principles adopted and followed by the Seller in India;
14. **"Law(s)"** means any applicable statute, law, ordinance, regulation, rule, order, by-law, administrative interpretation, writ, circular, notification, injunction, directive, ordinance, requirement, ruling, judgment or decree or other instrument which has a force of law applicable to any Party, as is in force from time to time;
15. **"Liabilities"** means debts, liabilities, performance bank guarantees with the prior consent of the relevant customers, whether accrued or fixed, absolute or contingent, matured or unmatured, on or off balance sheet, including those arising under any law and those arising under any Contract or otherwise, of the Seller in relation to the Undertaking as of the Closing Date more clearly listed out in Annexure 8. It shall also include:
 - i. Amounts received in advance from customers or any third party;
 - ii. Borrowings from banks;
 - iii. Accrued wages (including current and previous employees and subcontractor wages);
 - iv. Provisions such as provision for gratuity and income tax as of the Closing Date;
 - v. Provision for leave encashment liability as of the Closing Date;
 - vi. Accrual for other selling, general, administrative and financial expenses;
 - vii. Duties payable including towards employees' provident fund;
 - viii. Trade accounts payable and transferred employees related liabilities;
 - ix. Any other short-term liabilities relating to the Undertaking of the Seller.
16. **"Movable Assets"** means all the movable plant and machinery, equipment, furniture and fixtures, inventories, spares, moulds, tools, accessories, inventories, cash in hand and balance with schedules banks, any deposits and other short term advances, interest receivable from banks and other assets of the Seller used in relation to the business of the Undertaking as of the Closing Date as listed out in Annexure 6 of this Agreement;
17. **"Person"** means any natural person including their legal heirs, general or limited partnership, corporation, limited liability company, firm, association, other legal entity, a trust, an unincorporated organization or other entity or organization including a Governmental Authority;
18. **"Purchase Price"** shall have the meaning ascribed to the term in Clause 3 of this Agreement;
19. **"Slump Sale"** means the transfer of the Undertaking, as an inseparable whole, as a going concern for a lump sum consideration without values being assigned to the individual assets and liabilities in accordance with the provisions of the applicable Laws, including but not limited to the provisions of Section 2(42C) of the Income-tax Act, 1961;
20. **"Stock-in-hand"** means the stock located at the Stock locations which are under the ownership and control of the Seller, in relation to the business of the Undertaking as at the Closing Date;
21. **"Trade Accounts Payable"** means each amount owing by the Seller to a creditor of the Business of the Undertaking as at the Closing Date, calculated in accordance with the accounting principles adopted and followed by the Seller in India;

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

22. **“Trade Accounts Receivable”** means each amount owing to the Seller from a debtor of the business of the Undertaking as at the Closing Date, calculated in accordance with the accounting principles adopted and followed by the Seller in India, for the goods and services supplied to the debtor by the Seller in conducting the business of the Undertaking;
23. **“Transferred Employees”** means the employees of the Seller employed in relation to the business of the Undertaking, as listed in Annexure 2 to this Agreement;
24. **“Transferred Employees related Liabilities”** means all liabilities due to all the Transferred Employees of the Undertaking, by the Seller, calculated in accordance with the accounting principles adopted and followed by the Seller in India, in relation to employment benefits arising from the services rendered by the Transferred Employees to the Seller up to the Closing Date;
25. **“Transaction”** means the sale, transfer, conveyance, assignment, novation and delivery of the Undertaking by the Seller to the Purchaser and the purchase and acquisition of the Undertaking by the Purchaser from the Seller in accordance with, and pursuant to, the terms of this agreement and shall include the execution of such other agreements, documents or writings as may be reasonably necessary so as to ensure that the Undertaking vests fully in the Purchaser;
26. **“Transaction Documents”** means this agreement, and such other agreements, documents, undertaking, papers executed or to be executed by either or both the Parties pursuant to the terms of this agreement and such other documents and agreements as may be designated as Transaction Documents by the Parties;
27. **“Taxes”** means any and all applicable forms of taxation, duties, levies imposed whether direct or indirect, whether central, state or local, including without limitation Corporate Income Tax, Goods and Service Tax, local body tax, withholding tax, stamp duty and employee social security contributions, entry tax, education cess, secondary and higher education cess, octroi, surcharge cess, customs and excise duties, capital gains tax, and other legal transaction taxes, and any other type of taxes or duties payable by virtue of any applicable national, regional or local law or regulation and which may be due directly or by virtue of joint and several liability in any relevant jurisdiction; together with any interest, penalties, surcharges or fines relating to them, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction;
28. **“Undertaking”** means the Business and all rights, title, and interest in and benefits of the assets and liabilities relating to the business of trading and manufacturing of fluorochemical gases, air conditioner gases and industrial gases under the name and style **“Stallion Enterprises”**, carried on by the Seller, including but not limited to the following:
- a. all Movable assets;
 - b. all Tax credits (Wherever permissible);
 - c. all Contracts;
 - d. past experience of the Business of the Undertaking;
 - e. the Transferred Employees;
 - f. Employee Benefit Plans;
 - g. Books and Records;
 - h. the assets of the Undertaking, that Seller uses or deploys for all the operations and activities associated with the Business of the Undertaking including marketing, sales, distribution and development departments thereof;

For **STALLION ENTERPRISES**


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

- i. all the machinery, equipment, spares, moulds, tooling and accessories used by Seller for the purpose of the Business of the Undertaking whether lying at the solar plant or elsewhere;
- j. all commercial files, customers, dealers, suppliers and such persons to whom the products are sold by or through the dealer or consignment agents, and sales and distribution contracts related to the Business of the Undertaking;
- k. all technical files, bills of materials, prescriptions, technical, and information in respect of the Business of the Undertaking;
- l. all pending orders, contracts, inventories (raw materials, consumables, packing materials, stores and spares, work in process, finished goods), trade accounts receivable, other current assets, commercial and other rights attached thereto, all related to the business of the Undertaking and trade accounts payable related to the Business of the Undertaking; and
- m. all the liabilities in respect of the Undertaking;


each of the above as listed herein as of the Agreement Date, and updated to reflect the increases, decreases, acquisitions or dispositions between the Agreement Date and the Closing Date.

B. INTERPRETATION

In this Agreement, unless the context requires otherwise:

1. heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
2. a reference in this agreement to a document (including this agreement) includes any amendment or replacement of it;
3. a clause, annexure or schedule is a reference to a Clause in or annexure or schedule to this agreement;
4. the annexures hereto shall constitute an integral part of this agreement;
5. words using the singular or plural also include the plural or singular, respectively;
6. words of any gender are deemed to include the other gender;
7. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire agreement or specified sections of this agreement, as the case may be;
8. reference to any of the words "include", "including", "for example", "such as", is not used as, nor it is to be interpreted as, a word of limitation and when introducing an example, does not limit the meaning of the word to which the example relates, to that example or examples of a similar kind;
9. time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
10. if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
11. a day is to be interpreted as the period of time commencing at midnight and ending 24 (Twenty-Four) hours later;

For STALLION ENTERPRISES



Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.



Director

12. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
13. a reference to "assets" includes all properties whatsoever both present and future;
14. any reference in this agreement to any law or statute include a reference to that law or statute as amended, replaced, supplemented, re-enacted, both before and at any time after the execution of this agreement;
15. in case of any ambiguity or conflict between the provisions of this agreement, such provisions should be read in a harmonious manner so as to ensure that none of the provisions of this agreement become superfluous or redundant;
16. any reference to time is a reference to Indian Standard Time; and
17. reference to anything including any amount is a reference to the whole and each part of it.

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

Annexure 2

Transferred Employees

Sr No.	Employee Name
1	Sneha Linga
2	Purvi Linga
3	Prajna Shetty
4	Jhankar Vishwakarma
5	Ganesh Mundhe
6	Satish Sitaram Ghodake
7	Dharma Savlaram Labade
8	Ramchandra Patil
9	Shankar Sutar
10	Pratik Dongre
11	Suraj Ramchandra Shendage
12	Sandeep Patil
13	Subodh Mukal
14	Piyanka Narula

Annexure 3

List of Licenses/Certifications

Sr. No.	Name of Licenses/Certifications
1	Factor Licensee
2	MPCB License
3	ISO 9001
4	PESO Bulk Storage License
5	PESO Filling and Storage License

Annexure 4

Contracts

The following Customers and Creditors have continuing contracts which would need to be closed and moved to the new company name.

Existing list of Customer Contract
GE T & D India Ltd (CHT)
GE T & D India Ltd (HVM)
Chint Electric Co Ltd

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director

ABB India Limited
Carrier Airconditioning & Ref Ltd
GE T&D India Limited
BASF India Limited
CG Power & Industrial Solution Ltd
Danfoss Industries Pvt Ltd
Dow Chemical International Pvt Ltd
Emerson Climate Tech (I) Pvt Ltd - Karad
Expanded Polymer Systems Pvt. Ltd.
Fitech Engineers Pvt.Ltd.
Hyosung T & D India Pvt Ltd
Kirloskar Chillers Pvt. Ltd.
Perma Pipe India Pvt Ltd
Praxair India Pvt Ltd - Durgapur
Siemens Ltd - Aurangabad
Siemens Ltd - Verna Goa
Taikai Electric (India) Pvt.Ltd
Tamil Nadu
Copeland India Private Limited
Hitachi Energy India Limited - Gujarat
Johnson Controls (India) Private Limited
Mahindra And Mahindra Limited
Trane Technologies India Private Limited

Existing list of Creditors Contracts
Honeywell International INC - USA
Huaying Speciality Gases (HK) Ltd- Hong Kong
Mexichem UK Ltd.
Quzhou Rongqiang Chem Co Ltd
Zhejiang Sanmei Chemical Ind Co
Zhejiang Sinoloong Refrigerant
Zhejiang Yonghe Refrigerant Co.
Zibo Aofan Chemical Co Ltd


Annexure 5

Stock Take Principles

The quantity of Inventory of the Products as per the Closing Date is worked out as follows:

For STALLION ENTERPRISES

Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.

Director

1. Stock details will be provided by the Seller to the Purchaser, and the Purchaser can conduct a physical stock count if the Purchaser deems such stock count necessary; and
2. All transportation from and to each Stock Location shall be frozen until the Stock-take for that corresponding Stock Location is completed, limited to a maximum of 7 (Seven) calendar days.

Annexure 6

Movable Assets

Particulars	Carrying Value as on Closing Date
Machinery	13,230,819
Cylinders	984,197
Furniture & Fixture	1,610,504
Computers	324,653
Sub-total	16,150,174
Current Assets	
Sundry Debtors	250,639,675
Inventory	383,425,723
Cash and Equivalent	4,514,414
Loans and advances	23,970,125
Other Current Assets	12,099,126
Sub-total	674,649,064
Grand Total	690,799,237

Annexure 7

Undertaking Legal Proceedings


There are no pending legal proceedings initiated by or against the Seller pertaining to the Undertaking as on Closing Date.

Annexure 8

Liabilities

Sr. No.	Particulars	Value as on Closing Date
1	Secured Loans	242,652,610
2	Sundry Creditors	10,351,002
3	Security Deposit	8,710,950
4	Other Current Liabilities	104,399,162
	Total	366,113,724

For STALLION ENTERPRISES


Proprietor

For Stallion India Fluorochemicals Pvt. Ltd.


Director