

TRIVIKRAMA INDUSTRIES LIMITED

CIN: L24241TN1984PLC096136



11th November 2022

To

The Deputy Manager
Department of Corporate Services
BSE Limited
P.J. Towers, Dalal Street,
Mumbai - 400 001.

Script Code: 538579 (BSE-SME)

Dear Sir,

**Sub: Disclosure of events or information under Regulation 30 read with PART A
Schedule III of SEBI (LODR), Regulations, 2015**

This is to inform that the Company has entered into an agreement for the Purchase of 'Business with (in) Entertainment Private Limited, CIN: L021/OT02021PTC112134, a Company registered under the Companies Act, 2015 having its registered office at 201, Dr. Oanesh Geshi, 7th Floor, 1st Cross, 9th Cross, 1200015 on 11th November 2022.

The Company envisages a commercial vertical through this purchase in to Media : Entertainment and aims to reach Great Heights in the space by catering to the ever-growing demand for ; quality content and also ensuring that content easily made available for consumption across markets.

Thanking you

FOR TRIVIKRAMA INDUSTRIES LIMITED

BASKARAN SATHYA PRAKASH
(DIN: 01786634)
MANAGING DIRECTOR



भारतीय गैर व्यापिक

RECITALS: -

- A. The Seller is a Media & Entertainment company in the business of Producing / Creating Content, Distribution and Exhibition. The company is also into Digital Media & Creation cum Distribution of Digital Assets Hereinafter referred as "Business" .
- B. The Seller is desirous of selling its business being carried on in the name of **M/s. Zinema Entertainment Private Limited** and the Buyer has expressed its interest to tap the market existing or created by now (with the skilled support of the Seller on case-to-case

can review, distribute Media assets of the Seller

business and also

- 2.2 The Present Director of the Seller , Mr. Balwanth Singh , shall be appointed as Executive and Whole time Director of the Company of the Buyer within 7 days from the Execution date with absolute operational freedom to conduct and carry on the Business of the company.
- 2.3 A Separate Employment Contract shall be entered between Mr. Balwanth Singh and the company detailing his Roles & Responsibilities along with compensation .
- 2.4 Seller shall transfer all its existing employees to the buyers and fresh employment agreement / letter of employment shall be provided.

3. PURCHASE CONSIDERATION

- 3.1 In consideration of the premises and of the mutual covenants and promises hereinafter contained in this, the Buyer shall, subject to the provisions of this Agreement, pay to the Seller, consideration of an amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) through HDFC Bank cheque bearing No. 000565, and the Seller shall transfer the business of the Seller to the Buyer.
- 3.2 The Seller has represented that there are no dues towards Goods and Services Tax (GST) or Any statutory Dues or any hidden liabilities or any third parties.
- 3.3 It is agreed to between the parties that liabilities if any arising out of any past transactions prior to this agreement effective date shall be the responsibility of the concerned party and shall indemnify the other party against any such claims and resolution of the same will be responsibility of the concerned party.
- 3.4 The Seller shall at all times continue to be liable to discharge all other pending liabilities

restriction imposed by any government, governmental agency, authority, body or court to which the Seller or the Buyer is subject, or any provision of its indenture or agreement with any creditor of the Seller or the Buyer.

4.4 NO MATERIAL CLAIMS

The Seller undertakes that there are no material claims on the Business or Assets. Seller further undertakes that it shall be solely liable to clear outstanding dues/ claims if any as well as any liabilities payable to government agencies including but not limited to Income Tax, Service Tax, Entertainment Tax, Corporation / Municipality levies or Goods and Services Tax authorities and Buyer undertakes no liability in this respect till Effective Date.

4.5 NO OTHER DISPOSITION OF THE TRANSFERRED BUSINESS

Seller has made no other contracts to sell, mortgage or otherwise dispose of or encumber any of the Assets or Business comprised to affect in any manner the free and effective utilisation by the Buyer, All assets and the equipment are and will continue to be in operating condition on the Effective Date. The Seller agrees and undertakes to discharge and release all the encumbrances on the Assets and the business and to transfer the relevant assets specified to the Buyer as bilaterally agreed.

4.6 The Seller shall defend and indemnify and further agrees at all times to defend and indemnify the Buyer against all costs, losses, damages, claims, suits, actions, demands, and penalties arising from any breach of any of the Seller's warranties, representations, covenants and undertaking stated in this Agreement.

4.7 LITIGATION

There are no actions, suits, proceedings or investigations, (whether or not on behalf of Seller) pending or, to the knowledge of Seller threatened against or affecting the Business or the Assets before or by any court, tribunal or Arbitrator or government board, agency or instrumentality, domestic or foreign with regard to the business.

4.8 INDEMNIFICATION

The Seller shall indemnify and hold the Buyer harmless from and against, and shall pay to the Buyer the full amount of, any loss, claim, damage, liability or expense (including reasonable attorney's fees and other dispute resolution costs) resulting to the Buyer either directly or indirectly, from

- (a) any undisclosed litigation pending at/till the Effective Date against, by or affecting the Business and the Assets;
- (b) any undisclosed liabilities, contracts or commitments of the Business or Assets affecting the business of the Buyer.

5. REPRESENTATIONS AND WARRANTIES BY THE BUYER

5.1 Organization and standing of the Buyer.

THE Buyer is a company registered under the Companies Act, 1956, with full corporate power to enter into and perform this Agreement.



5.2 Authority

This Agreement is being executed by THE Buyer and no further authority is necessary on the part of the Buyer for the execution of this Agreement and the consummation of the transactions provided for herein.

12. AMENDMENTS IN WRITING

No modifications or amendment of this Agreement and no waiver of the terms or conditions hereto shall be binding unless made specifically in writing duly executed by the authorized representative of the Parties.

13. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable or prohibited by the law of the country where it is to be performed, this Agreement shall be considered divisible as to such provision which shall be in-operative and the remainder of this Agreement shall be valid and binding on the parties and of like effect as though such provision was not included herein. If any provision of this Agreement which materially and adversely effects the rights/ interest of either Party under this Agreement then, that Party shall have the right to terminate this Agreement forthwith.

14. WAIVER

No forbearance, indulgence or relaxation of any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of the same provision and any waiver or acquiescence by any Party of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver 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.

15. NOTICES

Any notice or other communications required or permitted hereunder to any party shall be in writing and shall be sufficiently given if personally delivered or sent by first class mail, postage prepaid or transmitted by speed post or electronic mails or other form of recorded communication at the address mentioned below:

If to Seller:

M/s. Zinema Entertainment Private Limited

1. Mr. Balwanth Singh

If to Buyer:

M/s. Trivikarama Industries Ltd.

Mr B. Sathya Prakash

Such notices and other communication duly given shall be deemed to be effective if given by personal delivery, upon such delivery; or if sent by e-mail upon receipt of the confirmation given to the sender by the receiver or if sent by certified or registered mail, upon delivery following the date of dispatch thereof, whichever is earlier. Any change in the address of any Party shall be given in the same manner provided for in this section.

16. NO ASSIGNMENT

This Agreement is personal to the Parties hereto and the rights and obligations arising

