



(GOVT.RECGD.EXPORT HOUSE)

Regd. Office : 191, Shahwadi, Narol - Sarkhej Highway, Nr. Old Octroi Naka, Narol, Ahmedabad.-382405.
Ph : +91 -79 -30417000, 30017000 Fax : +91 -79 -30417070 CIN : L17110GJ1988PLC010504
E-mail : info@aarvee-denims.com • Website : www.aarvee-denims.com

Date: March 06, 2025

To,
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, Plot No: C/1, G Block,
Bandra Kurla Complex, Bandra (E),
Mumbai – 400 051.
Scrip Symbol: AARVEEDEN

BSE Limited
Phiroze Jejeebhoy Towers,
Dalal Street,
Mumbai – 400 001
Scrip Code: 514274

Sub. Disclosure under Regulation 30 read with clause 5A of paragraph A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR Regulations”)

Dear Sir/Madam,

In accordance with provisions of Regulation 30 read with Schedule III of the SEBI LODR Regulations, we would like to inform you that the Share Purchase Agreement executed on 5th September, 2024 (“SPA”) amongst the Company, members of Promoters and Promoters Group (“Sellers”), and Jaimin Kailash Gupta (“Acquirer”) along with Tarachand Gangasahay Agrawal (“PAC 1”) and Qmin Industries Limited (“PAC 2”) (“Acquirer and PACs”), (“SPA”) and amended subsequently on 15th January, 2025(hereinafter referred to as the “First Amendment Agreement”), has been further amended today i.e March 06, 2025(hereinafter referred to as the Second Amendment Agreement)with respect to the following:

Clause No. of SPA	Original Clause	Amended Clause
5.1	Subject to satisfaction of the Conditions Precedent by the respective Parties as per clause 3.1 or waiver thereof as per clause 3.5) the Sale Shares shall be sold by the Sellers and purchased by the Acquirer and PACs on a date to be mutually decided between the Parties falling within 7 (seven) working days of the satisfaction (or waiver) of the last of the conditions precedent, which date shall be deemed to be the “Completion Date” for the purposes of this Agreement. However, prior to the Completion Date, the Sellers are agreeable to transfer their unencumbered shares to the Acquirer and PACs as specified in Schedule I to this Amendment Agreement against the partial payment of the Sale price made by the Acquirer and PACs prior to Completion, and to that extent on the Completion Date the Acquirer and PACs shall be required to pay only the balance Sale price payable to the Sellers on the completion date.	“5.1 Subject to satisfaction of the Conditions Precedent by the respective Parties as per clause 3.1 or waiver thereof as per clause 3.5 , the Sale Shares shall be sold by the Sellers and purchased by the Acquirer and PACs on a date to be mutually decided between the Parties falling within 7 (seven) working days of the satisfaction (or waiver) of the last of the conditions precedent, which date shall be deemed to be the “Completion Date” for the purposes of this Agreement. However, prior to the Completion Date, in accordance with the First Amendment Agreement executed between the Parties, the Sellers have already transferred a portion of the Sale shares to the Acquirers and the PAC, as set forth in Schedule IA annexed to and forming part of this Agreement, and the Sellers are also now agreeable to transfer their balance unencumbered shares to the Acquirer and PACs, as per the details mentioned in Schedule I B annexed to and forming part of this Agreement against the receipt of the Sale price of the said shares as specified in the said Schedule IB herein, and to that extent on the Completion Date the Acquirer and PACs shall be required to pay only the balance Sale price payable to the Sellers on the completion date.



Regd. Office : 191, Shahwadi, Narol - Sarkhej Highway, Nr. Old Octroi Naka, Narol, Ahmedabad.-382405.
Ph : +91 -79 -30417000, 30017000 Fax : +91 -79 -30417070 CIN : L17110GJ1988PLC010504
E-mail : info@aarvee-denims.com • Website : www.aarvee-denims.com

	The Company and the Sellers shall take necessary corporate actions as set forth in Article 5.3.6 (a) & (b) in respect of the aforesaid transfer of the sale shares prior to completion date.	
--	--	--

Except for the above amendment, all the terms and conditions of the SPA shall continue to be applicable and remain in force as set forth in the SPA.

In compliance with Regulation 30 of the SEBI LODR Regulations read with SEBI Master Circular No. SEBI/HO/CFD/POD2/CIR/P/0155 dated November 11, 2024, we enclose the relevant details regarding the Second Amendment Agreement as Annexure A.

The disclosures along with the enclosures shall be made available on the Company's website of the company at www.aarveedenims.com.

Kindly take the same on record of your esteemed Exchange and disseminate it on your website.

Thanking you,
Yours faithfully,

For, Aarvee Denims & Exports Limited

Mrs. Abira Mansuri
Company Secretary & Compliance Officer
Encl.: As above.



Regd. Office : 191, Shahwadi, Narol - Sarkhej Highway, Nr. Old Octroi Naka, Narol, Ahmedabad.-382405.
 Ph : +91 -79 -30417000, 30017000 Fax : +91 -79 -30417070 CIN : L17110GJ1988PLC010504
 E-mail : info@aarvee-denims.com • Website : www.aarvee-denims.com

Annexure A

DISCLOSURE PURSUANT TO PARA AOF PART A, SCHEDULE III OF THE SEBI LODR REGULATIONS READ WITH THE SEBI MASTER CIRCULAR SEBI/HO/CFD/POD2/CIR/P/0155DATED NOVEMBER 11, 2024.

Sr. No.	Particulars	Details
1	Name(s) of parties with whom the agreement is entered.	<p>The parties to the Share Purchase Agreement (“SPA”) are as follows:</p> <p>(i) Aarvee Denims & Exports Limited(“Company”);</p> <p>(ii) (“Sellers or Promoters and Promoters Group”)</p> <ol style="list-style-type: none"> 1. Rita Arora 2. Rajesh Arora 3. Renu V. Arora 4. Parmanand Arora 5. Nipun V. Arora 6. Pankaj V. Arora 7. Somni Chawla Arora 8. Vinod P. Arora 9. Jhanvi Nipunkumar Arora 10. Sarthak Pankajkumar Arora 11. Chinmaya Pankaj Arora 12. Bhrigu Nipun Arora 13. Preeti N. Arora 14. Shikha P. Arora 15. T.P. Vinodkumar HUF 16. Pari Bhogilal Laxmichand HUF 17. Ashish Virendrabhai Shah 18. Kalpesh Shah 19. Parul Shah 20. Bela Shah 21. Pankil K. Shah 22. Kashvi Kalpeshbhai Shah 23. Pankil Kalpeshbhai Shah HUF 24. Karishma Pankilbhai Shah 25. AnoliAshishbhai Shah 26. Sushilaben Shah 27. Shah Kalpesh Virendrabhai HUF 28. Heena Khanna 29. V. B. Investment Private Limited 30. Kashvi Investments Private Limited 31. Twenty First Century Marketing Limited 32. Shipa Fabrics Private Limited 33. Ennbee Textiles Private Limited 34. Rentex Weavers Limited 35. Vee Bee Textiles Private Limited 36. Bhansali Tradelink Private Limited 37. Pee Vee Synthetics Private Limited



Regd. Office : 191, Shahwadi, Narol - Sarkhej Highway, Nr. Old Octroi Naka, Narol, Ahmedabad.-382405.
 Ph : +91 -79 -30417000, 30017000 Fax : +91 -79 -30417070 CIN : L17110GJ1988PLC010504
 E-mail : info@aarvee-denims.com • Website : www.aarvee-denims.com

		<p>(iii) (“AcquirerandPACs”)</p> <ol style="list-style-type: none"> 1. Jaimin Kailash Gupta - Acquirer 2. Tarachand Gangasahay Agrawal- PAC 1 3. Qmin Industries Limited - PAC 2 <p>(together referred to as “Parties”)</p>
2	Purpose of entering into the agreement.	The Second Amendment Agreementto the SPAhas been entered into by the Parties for recording the terms and conditions that the Sellers may transfer their entire balance un-encumbered shares (over and above the unencumbered shares already transferred by the seller to the Acquirer and/or PACs under First Amendment Agreement) to the Acquirer and PACs at the sale price stipulated in SPA.
3	Shareholding, if any, in the entity with whom the agreement is executed.	<ol style="list-style-type: none"> 1. Jaimin Kailash Gupta – (Acquirer) – 38,52,461 Equity Shares representing 16.42% of the equity share capital of the Company. 2. Qmin Industries Limited –(PAC 2) - 224179 Equity Shares representing 0.96% of the equity share capital of the Company.
4	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	Except of the above mentioned amendment,all the terms and conditions of the SPA shall continue to be applicable and remain in force as set forth in SPA.
5	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	<p>The Acquirerand PACs are not related to the promoter/ promoter group/ group companies in any manner.</p> <p>Pursuant to the completion of the Transaction as contemplated under SPAand subject to compliance with SEBI (SAST) Regulations, the Acquirer shall be classified as the Promoter and the PACs shall be classified as Promoter Group of the Company in accordance with the applicable law.</p> <p>The Sellers are members of the promoter and promoter group of the Company</p>
6	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”?	This transaction is not a related party transactions.
7	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not Applicable
8	Any other disclosures related to such agreements, viz., details of nominee on the board of	Pursuant to the execution of SPA, the Acquirer and PACs have already completed the Open Offer process pursuant to SEBI (Substantial Acquisitions of Shares and Takeovers) Regulations, 2011.



Regd. Office : 191, Shahwadi, Narol - Sarkhej Highway, Nr. Old Octroi Naka, Narol, Ahmedabad.-382405.
Ph : +91 -79 -30417000, 30017000 Fax : +91 -79 -30417070 CIN : L17110GJ1988PLC010504
E-mail : info@aarvee-denims.com • Website : www.aarvee-denims.com

	directors of the listed entity, potential conflict of interest arising out of such agreements, etc.	
9	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): (a) name of parties to the agreement (b) nature of the agreement (c) date of execution of the agreement (d) details of amendment and impact thereof or reasons of termination and impact thereof.	As per Point No. 1 Second Amendment Agreement to SPA March 06,2025 As per cover letter and point no. 2

Thanking You,
For, Aarvee Denims & Exports Limited

Mrs. Abira Mansuri
Company Secretary & Compliance Officer