

GLITTEK GRANITES LTD

"Krishna", 7th Floor, 224, A.J.C. Bose Road, Kolkata - 700 017, India Phone: 2287-7892, 2290-7902

21/08/2024

The officer,
The Stock Exchange, Mumbai
The Corporate Relation Department,
25th Floor,, New Trading Ring,
Rotunda Building, P.J.Towers
Dalal Street, Mumbai-400 001
Fax022 22722037/39/41/61
Security Code: 513528

Dear Sir,

Sub: Intimation under Regulation 30 of SEBI (Listing Obligations and Disclosures Requirements) and Regulations of Securities and Exchange Board of India Substantial Acquisition of Shares and Takeovers) Regulations, 2011 for proposed acquisition of shares as per the NCLT order dated 9th August 2024.

This is to inform you that as per Honorable NCLT, Kolkata order dated 9th August, 2024 for settlement of family disputes between three brothers Mr. Bimal Kumar Agarwal, Mr. Kamal Kumar Agarwal and Mr. Ashoke Agarwal (promoters of Glittek Granites Ltd.). there is to be inter-se transfer of equity shares in the promoters and promoters group as per consents terms agreed by all brothers as mentioned below:

WITH RESPECT TO GLITTEK GRANITES LIMITED ('GGL')

(a) To achieve the objective of the overall restructuring of the family companies, the BKA FAMILY GROUP and KKA FAMILY GROUP have taken the necessary steps towards divesting their respective shareholding(s) in GGL without any consideration and will execute and will tender to the AA FAMILY GROUP, the signed delivery instruction slips addressed to the depository participant, to debit their respective demat accounts and to credit the AA FAMILY GROUP's respective demat accounts with the securities which are held in dematerialized form

GLITTEK GRANITES LTD					
<u>S. No</u>	Name Of Share holder	No of Shares			
1	Kamal Kumar Agarwal	872100			

207500
3500
1103900

(b) "KKA FAMILY GROUP and BKA FAMILY GROUP shall take all steps necessary to ensure expeditious transfer of their respective shareholding(s) in GGL without any consideration to the AKA FAMILY GROUP as advised by Mr. Ashoke Agarwal and such transfer shall be completed within the completion date."

Mr. Ashoke Agarwal has advised Name of Mr. Tushar Agarwal for acquisition of above-mentioned shares 1103900 consists of 4.25% of total paid up capital of the Company. Mr. Tushar Agarwal is already holding 99487 (0.038% of total paid up capital). Post acquisition, Mr. Tushar Agarwal holding will 4.63% of the total paid up capital of the Company.

Thanking You,

Yours faithfully, For Glittek Granites Limited

LATA BAGRI (Company Secretary)



O-201 (ADDITIONAL LIST)

NATIONAL COMPANY LAW TRIBUNAL KOLKATA BENCH KOLKATA

CP/42(KB)2022 IA(COMPANIES.ACT)/95(KB)2024, IA(COMPANIES.ACT)/31(KB)2024, RA/2(KB)2023, IA(COMPANIES.ACT)/5(KB)2024, IA(COMPANIES.ACT)/26(KB)2023, IA(COMPANIES.ACT)/100(KB)2023, IA(COMPANIES.ACT)/152(KB)2023

CORAM: 1. HON'BLE MEMBER(J), SMT. BIDISHA BANERJEE 2. HON'BLE MEMBER(T), SHRI D. ARVIND

ATTENDANCE-CUM-ORDER SHEET OF THE HEARING ON 09TH AUGUST 2024

///			
	VIRDHI COMMERCIAL CO LTD		
IN THE MATTER OF	VS		
	GLITTEK INFRASTRUCTURE PRIVATE LIMITED		
	SEC. 213		
UNDER SECTION	SEC. 241(1)		
	SEC. 242(4)		

Appearance (via video conferencing/physically)

Mr. Jishnu Chowdhhury, Adv] For Petitioner

Mr. Aditya Singhee, Adv.

Ms. Rashmi Singhee, Adv.

Ms. Ujjaini Chatterjee, Adv.

Mr. Pintu Ghosh, Adv.

Mr. Sanjay Kr. Gupta, PCS] For R1, to R8, R10 and R11

Mr. Rohit Kr. Keshri, Adv.

Mr. Ankit Chaurasia, Adv.

ORDER

- 1. Ld. Counsels for the parties present.
- **2.** The settlement has been signed by the parties to the dispute.
- 3. Consent terms for settlement of disputes amongst the parties and withdrawal of cases as under:
 - **"a)** On completion of these terms none of the parties shall have any claim whatsoever against each other. In case any parties found to have any reason to claim anything from the other party, it shall be treated as already foregone on fulfilment of the obligations of these consent terms.
 - b) The BKA and AA group hereby declare that in respect of transfer of all properties and assets effected in favour of KKA group, there stands no mortgages or liens and the transfer is on "as is where basis". In case it is found that there exist any lien/or encumbrance on any of the properties as mentioned herein, the BKA and AA group shall indemnify the KKA Group.



- c) The parties do hereby agree that all parties shall comply strictly with their obligations under the present Consent Terms and shall not be permitted to resile from performing any of the obligations as stated hereunder under any circumstances, once the parties have jointly executed these presents.
- *d)* The parties also agree to strictly comply with the timelines as stated in this Consent Terms and not disturb the same.
- e) On vacation of the office, all documents related to that company should be handed over including RoC files, Minute Books, account books etc. before the completion date.
- f) In case of any error in mentioning shareholding, directors, name in any of the schedule the parties hereto shall correct the same with consent of all the parties and include in their affidavits."
- **4.** Since the parties are settling, the petitioners are ready to withdraw the CP/29(KB)2022, CP/42(KB)2022 and CP/66(KB)2023. Consent of all the parties is accorded to disposal of the CPs as withdrawn.
- 5. Thus, parties are permitted to handover the demand drafts to the Bench Officer that is required to be handed over as per terms of settlement, to be retained by the Deputy Registrar of this Bench till a compliance report denoting the compliance of the settlement arrived at between the parties is filed.
- **6.** Let a compliance affidavit be filed by **16.09.2024**.
- 7. Pursuant to the above arrangement or settlement arrived at between the parties the following DDs have been handed over by Ld. Authorised Representative Mr. S. K. Gupta.

Sl.	DD No.	DATE OF	AMOUNT	PAYEE NAME	DRAWN
No.		DD			ON
1.	000027	09.08.2024	20,43,790	KAMAL KUMAR	HDFC
				AGARWAL	BANK
2.	000029	09.08.2024	4,85,591	KAMAL KUMAR	HDFC
				AGARWAL HUF	BANK
3.	000028	09.08.2024	19,71,877	RAHUL AGARWAL	HDFC
					BANK
4.	000026	09.08.2024	39,62,189	ALPANA AGARWAL	HDFC
					BANK
5.	019467	09.08.2024	51,66,501	KAMAL KUMAR	AXIS
				AGARWAL	BANK
6.	019469	09.08.2024	35,90,353	KAMAL KUMAR	AXIS
				AGARWAL AND	BANK
				OTHERS (HUF)	



7.	285016	08.08.2024	89,96,393	VIRDHI COMMERCIAL	UCO
				COMPANY LIMITED	BANK
8.	285014	08.08.2024	9,27,306	KAMAL KUMAR	UCO
				AGARWAL	BANK
9.	285015	08.08.2024	7,80,000	ALPANA AGARWAL	UCO
					BANK
10.	140391	09.08.2024	37,40,000	ALPANA AGARWAL	HDFC
					BANK

- **8.** In view of such settlement that has been arrived at between the parties all the three CPs including the CPs not appearing in the list which are treated to be in today's list along with all pending IAs are **disposed of as withdrawn**.
- **9.** Consequently, all the interim orders are granted, if any, in the CPs from time to time stand vacated as prayed for by the Learned Counsel appearing on behalf of both the parties.
- **10.** It goes without saying that parties will be at liberty to agitate afresh if further aggrieved.

D. Arvind Member (Technical) Bidisha Banerjee Member (Judicial)