



# DIVINE HIRA JEWELLERS LIMITED

Registered Office : 74/A, Sheikh Memon Street, Zaveri Bazar, 1st Floor, Office No. 2, Mumbai - 400 002.  
Tel.: 022-22402662 | Web : [www.divinehirajewellers.com](http://www.divinehirajewellers.com) | Email : [info@divinehirajewellers.com](mailto:info@divinehirajewellers.com)

CIN : L36999MH2022PLC387009

**Date: July 31, 2025**

To,  
**National Stock exchange of India Limited**  
'Exchange Plaza', C-1, Block-G, Bandra  
Kurla Complex, Bandra (E),  
Mumbai 400051.

**NSE Symbol – DIVINEHIRA**

**Subject: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

Dear Sir/Madam,

In compliance with Regulation 30(6) read with Schedule III of the SEBI Listing Regulations, we hereby inform you that as part of the Company's growth strategy and in order to expand its business, the Company has entered an agreement with Muthoot Exim Private Limited (MEPL), on July 31, 2025 for the following purpose of:

1. Refining sale process of scrap gold; and
2. Supply and procurement of gold and silver coins/bars and Jewellery.

Detailed disclosure in this regard as required under Regulation 30(6) and Schedule III of the SEBI Listing Regulations read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13 July 2023 are attached herewith.

Thanking you,  
**For Divine Hira Jewellers Limited**

**NIRAJ HIRACHAND GULECHA**  
**WHOLE-TIME DIRECTOR**  
**DIN: 09238372**

Encl.: As Stated above

Arrangement for strategic, technical, manufacturing, or marketing tie-up		
Sr. No.	Particulars	
1	Name of the entity with whom agreement/ JV is signed;	Muthoot Exim Private Limited (MEPL)
2	Area of agreement/JV	<p>Agreement 1 (Supply of Coins/Bars /Jewellery): Engagement for the manufacture and supply of gold and silver coins/bars and jewellery by Divine Hira Jewellers Ltd. (Vendor/Refiner).</p> <p>Agreement 2 (Refining of Scrap Gold): Engagement for the refining and processing of scrap gold.</p>
3	domestic/international	Domestic
4	share exchange ratio / JV ratio	Not Applicable
5	scope of business operation of agreement / JV	<p>Agreement 1 (Supply):</p> <ul style="list-style-type: none"> <li>• MEPL may place purchase orders for gold and silver coins/bars /jewellery.</li> <li>• Vendor to manufacture as per MEPL's design, purity, packaging, certicards, hallmarking, and logo as detailed in the agreement.</li> <li>• Products may be manufactured from Gold provided by Vendor or Gold supplied by MEPL.</li> </ul> <p>Agreement 2 (Refining):</p> <ul style="list-style-type: none"> <li>• gold is dispatched once it exceeds 300g using weighted average rate.</li> <li>• MEPL representative is present during melting; 3 samples are taken (refiner, Exim, and one for dispute); sample weight not deducted and all are returned.</li> <li>• If assay results differ by more than 0.15%, the third sample is tested and its result is final; MEPL issues final invoice post purity confirmation and refiner pays the balance.</li> </ul>

6	details of consideration paid / received in agreement / JV	<p>Agreement 1 (Supply):</p> <ul style="list-style-type: none"> <li>• MEPL pays 90% advance (excluding GST) on receipt of Proforma Invoice.</li> <li>• Balance payable upon delivery and final invoice.</li> <li>• If gold is provided by MEPL, only making, packaging, hallmarking charges are payable.</li> <li>• Vendor provides a Bank Guarantee of ₹ 1,00,00,000 (Rupees One crore Only) to secure advances.</li> </ul> <p>Agreement 2 (Refining):</p> <ul style="list-style-type: none"> <li>• Refiner pays MEPL 90% of the Proforma Invoice value on delivery of gold.</li> <li>• Remaining 10% paid after purity confirmation and receipt of final invoice.</li> <li>• Interest at 18% p.a. applicable on delayed payments by the refiner.</li> </ul>
7	significant terms and conditions of agreement / JV in brief	<p>Agreement 1 (Supply):</p> <ul style="list-style-type: none"> <li>• MEPL will place purchase orders; the vendor will supply gold/silver products as per specifications (purity, design, weight, etc.).</li> <li>• Gold may be sourced by the vendor or provided by MEPL; confirmation required within 3 hours of receipt.</li> <li>• Vendor ensures purity, tolerance, quality, and timely delivery; defects to be replaced within 1 day.</li> <li>• Delay beyond agreed timeline + 3 days grace attracts 1% penalty per day; MEPL may cancel order and recover losses.</li> <li>• Vendor bears cost and risk of packaging, delivery, and insurance.</li> </ul>

		<ul style="list-style-type: none"> <li>• IP rights remain with respective parties; branding use only with approval.</li> <li>• Either party may terminate with 1-month notice or on breach; pending obligations must be fulfilled.</li> <li>• Disputes settled via arbitration in Mumbai; agreement governed by Indian law.</li> <li>• Detailed purchase order process including design, logo, purity, weight.</li> </ul> <p>Agreement 2 (Refining):</p> <ul style="list-style-type: none"> <li>• MEPL will place purchase orders; the vendor will supply gold/silver products as per specifications (purity, design, weight, etc.).</li> <li>• Gold may be sourced by the vendor or provided by MEPL; confirmation required within 3 hours of receipt.</li> <li>• Vendor ensures purity, tolerance, quality, and timely delivery; defects to be replaced within 1 day.</li> <li>• Delay beyond agreed timeline + 3 days grace attracts 1% penalty per day; MEPL may cancel order and recover losses.</li> <li>• IP rights remain with respective parties; branding use only with approval.</li> <li>• Either party may terminate with 1-month notice or on breach; pending obligations must be fulfilled.</li> <li>• Disputes settled via arbitration in Mumbai; agreement governed by Indian law.</li> </ul>
8	whether the acquisition would fall within related party transactions and whether the promoter/ promoter group/ group	Not Applicable

	companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at “arm’s length”	
9	size of the entity(ies);	Not Applicable
10	rationale and benefit expected	<ul style="list-style-type: none"> <li>• Long-term engagement with a reputed nationwide client.</li> <li>• Access to a steady supply of raw material (scrap gold and MEPL-supplied metal).</li> <li>• Revenue from manufacturing, refining, packaging, and related services.</li> </ul>