**Date**: August 31, 2026

| To,<br>**BSE Limited**<br>The Corporate Relations Department,<br>25th Floor, Phiroze Jeejeebhoy Towers,<br>Dalal Street, Mumbai - 400 001<br>**Stock Code – 534369** | To,<br>**National Stock Exchange of India Limited**<br>Exchange Plaza, Bandra-Kurla Complex,<br>Bandra (East), Mumbai 400 051<br>**Symbol - TBZ** |
|---|---|

**Sub: Disclosure under Regulations 30 and 30A of Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 ("SEBI LODR Regulations")**

Dear Sir/Madam,

Pursuant to the provisions of Regulations 30 and 30A of the SEBI LODR Regulations, this is to kindly inform you that Tribhovandas Bhimji Zaveri Limited ("**Company**") has received an intimation from its promoter and members of promoter group that:

(a) Mr. Shrikant Gopaldas Zaveri, Mrs. Bindu Shrikant Zaveri, Mrs. Binaisha Shrikant Zaveri, Mrs. Raashi Shrikant Zaveri, Tribhovandas Bhimji Zaveri (TBZ) Private Limited and Tribhovandas Bhimji Zaveri Jewellers (Mumbai) Private Limited (together, the "**Sellers**"), have entered into a share purchase agreement dated August 31, 2026 ("**SPA**") with GRT Jewellers (India) Private Limited ("**Acquirer**"), pursuant to which the Sellers have agreed to sell to the Acquirer 4,94,59,775 equity shares held by the Sellers (in aggregate) in the Company, constituting 74.12% of the total issued and paid-up equity share capital of the Company, as per terms set out in the SPA including subject to the receipt of necessary regulatory approval and completion of conditions precedent therein ("**Transaction**");

(b) Upon completion of the Transaction as per the terms set out in the SPA, the Acquirer will acquire sole control of the Company. Further, the Sellers will cease to hold any equity shares in the Company and will be de-classified from the category of members of the promoter/ promoter group of the Company in accordance with applicable law upon completion of the Transaction as per the terms set out in the SPA; and

(c) Pursuant to the execution of the SPA, the Acquirer is required to make a mandatory open offer to the eligible public shareholders of the Company in accordance with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.

Details as required under Regulations 30 and 30A read with paragraph A(5) and A(5A) of Part A of Schedule III of the SEBI LODR Regulations read with SEBI Master Circular no. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 (last updated on January 30, 2026) is enclosed herewith as "**Annexure I**".

You are kindly requested to take note of the above.

Thanking you,

Yours faithfully,
**For Tribhovandas Bhimji Zaveri Limited**

ARPIT MAHESHWARI

Digitally signed by ARPIT MAHESHWARI
DN: c=IN, postalCode=400063, st=MAHARASHTRA, street=B4302 DB WOODS GOKULDHAMMUMBAI SUBURBANGOREGAON EASTOPPOSITE LAKSHCHANDI APARTMENT 400063, l=MUMBAI SUBURBAN, o=Personal, title=9331, serialNumber=39a981fb852bbe6824b936d8c4ef7c1050246f8cdd635f08ab6de3fa9a467839, pseudonym=6449942ea349eb45f8ba0731995af72a, 2.5.4.20=affe693cab7752c6b05e5e2eb20c8036efbe150dcf88001c2d830378a0402e62, email=CSARPITMAHESHWARI@GMAIL.COM, cn=ARPIT MAHESHWARI
Date: 2026.08.31 17:03:57 +05'30'

**Arpit Maheshwari**
**Company Secretary**
**ACS: 42396**

**Encl: as above**

**ANNEXURE 1**

**Disclosure under Regulations 30 and 30A read with Clause 5A of Para A of Part A of Schedule III of the SEBI (LODR) Regulations read with SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 (last updated on January 30, 2026)**

| S. No. | Particulars | Details |
|---|---|---|
| 1. | If the listed entity is a party to the agreement:<br><br>Details of the counterparties (including name and relationship with the listed entity) | Not applicable – the listed entity, i.e. Tribhovandas Bhimji Zaveri Limited (the "**Company**") is not a party to the SPA. |
| 2. | If listed entity is not a party to the agreement:<br><br>i. Name of the party/ies entering into such an agreement and the relationship with the listed entity<br><br>ii. Details of the counterparties to the agreement (including name and relationship with the listed entity)<br><br>iii. Date of entering into the Agreement | i. The following members of the promoter/ promoter group of the Company (collectively, "**Sellers**") have entered into a share purchase agreement dated August 31, 2026 ("**SPA**") with the counterparty listed in (ii) below:<br>a. Mr. Shrikant Gopaldas Zaveri, promoter holding 50.06% of the Company's share capital as on the date of the SPA;<br>b. Mrs. Bindu Shrikant Zaveri, promoter holding 5.24% of the Company's share capital, as on the date of the SPA;<br>c. Mrs. Binaisha Shrikant Zaveri, promoter holding 7.92% of the Company's share capital, as on the date of the SPA;<br>d. Mrs. Raashi Shrikant Zaveri, promoter holding 6.85% of the Company's share capital, as on the date of the SPA;<br>e. Tribhovandas Bhimji Zaveri (TBZ) Private Limited, member of the promoter group holding 2.02% of the Company's share capital, as on the date of the SPA; and<br>f. Tribhovandas Bhimji Zaveri Jewellers (Mumbai) Private Limited, member of the promoter group holding 2.02% of the Company's share capital, as on the date of the SPA.<br><br>ii. The other party to the SPA is GRT Jewellers (India) Private Limited ("**Acquirer**"), which is not related to the Company, as on the date of execution of the SPA.<br><br>iii. The SPA has been executed on August 31, 2026. |

| S. No. | Particulars | Details |
|---|---|---|
| 3. | Purpose of entering into the agreement | The SPA *inter alia* records the terms and conditions on which the Sellers have agreed to sell in aggregate 4,94,59,775 equity shares of the Company ("**Sale Shares**") constituting 74.12% of the total issued and paid-up equity share capital of the Company to the Acquirer and the Acquirer has agreed to acquire the Sale Shares from the Sellers subject to the receipt of necessary regulatory approval and completion of conditions precedent therein ("**Transaction**"). |
| 4. | Shareholding, if any, in the entity with whom the agreement is executed | None. The Sellers do not hold any shares in the Acquirer and vice versa. |
| 5. | Significant terms of the agreement (in brief), including special rights to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure, etc. | - Pursuant to the execution of the SPA, the Sellers propose to sell their entire shareholding in the Company, i.e. the Sale Shares, constituting approximately 74.12% of the total paid-up equity share capital of the Company to the Acquirer at a per share price of not more than INR 209 (Indian Rupees Two Hundred Nine only) ("**Sale Price**") in accordance with the terms of the SPA.<br><br>- Pursuant to the execution of the SPA, the Acquirer is required to make a mandatory open offer to the public shareholders of the Company ("**Open Offer**") in accordance with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended.<br><br>- The Sale Price may be subject to certain downward adjustments (if any) based on an audit to be conducted by the Acquirer. The Sale Price will not be adjusted upwards.<br><br>- The SPA also sets forth the terms and conditions agreed between the Sellers and the Acquirer, and their respective rights and obligations in connection with the sale and purchase of the Sale Shares. The consummation of the purchase of the Sale Shares by the Acquirer under the SPA ("**Closing**") is subject to the satisfaction of certain conditions precedent under the SPA and receipt of regulatory approval. |

| S. No. | Particulars | Details |
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| | | - In addition, the SPA provides for certain customary interim obligations. inter alia relating to the Company requiring it to conduct its affairs in the ordinary course until the completion of the Transaction and obtaining Acquirer consent in case of certain actions.<br><br>- The SPA contains customary representations and warranties provided by the Sellers and corresponding indemnities covered by the warranty and indemnity insurance policy to be obtained pursuant to the SPA.<br><br>- The Sellers have agreed to certain non-compete and non-solicit obligations with respect to themselves for an identified period post-Closing under the SPA. No separate consideration is being paid to the Sellers for the non-compete and non-solicit obligation.<br><br>- Upon consummation of the Transaction under the SPA, the Acquirer will acquire sole control of the Company and the Sellers will cease to be in control of the Company. The Sellers will no longer be shareholders of the Company and will not hold any equity shares in the Company. The Sellers will accordingly be de-classified from being members of the promoter/ promoter group of the Company in accordance with Regulation 31A(10) and other applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.<br><br>- Upon completion of the Transaction under the SPA, the Acquirer shall have the right to appoint its nominee directors on the board of directors of the Company (“**Board**”). The following existing directors, namely, Mr. Shrikant Gopaldas Zaveri, Mrs. Binaisha Shrikant Zaveri and Mrs. Raashi Shrikant Zaveri shall resign from the Board.<br><br>- On completion of the Transaction, certain Sellers may enter into employment (non-key managerial personnel / non-senior managerial |

| S. No. | Particulars | Details |
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| | | personnel) / consultancy arrangement with the Target Company to provide certain transitional services on agreed terms and period. |
| 6. | Extent and the nature of impact on management or control of the listed entity | Upon consummation of the Transaction, the Acquirer will acquire sole control of the Company and accordingly the Company will become a subsidiary of the Acquirer and the Sellers will cease to be in control of the Company. The Sellers will no longer be shareholders of the Company and will not hold any equity shares in the Company. The Sellers will accordingly be de-classified from the category of members of the promoter/ promoter group of the Company in accordance with Regulation 31A(10) and other applicable provisions of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015. |
| 7. | Details and quantification of the restriction or liability imposed upon the listed entity | Subject to certain circumstances (exceptions) set out in the SPA, for the period between the date of execution of SPA and completion of the Transaction, the Sellers have, inter-alia:<br><br>(A) s(a) undertaken to cause the Company to comply with applicable law in all material respects and maintain or renew any approvals required for undertaking the business; (b) agreed not to and ensure that the Company does not assign/ license the TBZ name except in certain circumstances (c) agreed not to and ensure that the Company updates and consults with the Acquirer in case of communication from regulatory authorities regarding the Transaction; and (d) agreed not to and ensure that the Company does not undertake certain filings with governmental authorities as identified in the SPA; and<br><br>(B) agreed that they shall not and shall ensure that the Company does not undertake certain actions during the interim period without the prior written consent of the Acquirer except where such actions fall under certain agreed exceptions, carve-outs, or specified thresholds. These actions include (i) entering into new material |

| S. No. | Particulars | Details |
|---|---|---|
| | | contracts (other than in the ordinary course of business) beyond specified thresholds, (ii) making new capital commitment (other than as than in accordance with the Company's existing policies, reinvestments of matured investments, investments in fixed and bank deposits, providing margin for hedging inventories or working capital requirements for inventory) beyond specified thresholds, (iii) assuming borrowings or providing guarantees (other than certain identified borrowings / securities) beyond specified thresholds, (iv) granting any loans beyond specified thresholds, (v) transferring or encumbering material assets (other than the sale of inventories in the course of business or creation of securities in favour of the lenders for permitted borrowings); (v) entering into or modifying related party transactions (other than as disclosed in the financial statements or below the specified threshold); (vi) appointing or terminating directors or key managerial personnel (except as a result of a voluntary resignation, death, superannuation, permanent ill health or disability); (vii) changing employee remuneration beyond annual increments or as required by law; (viii) initiating proceedings (other than in the ordinary course or for protecting the Company's business) beyond specified thresholds; (ix) settling litigation where payment obligation exceeds specified thresholds; and (x) declaring dividends or distributions to the Sellers (except dividends declared prior to execution of the SPA or any payments to be made to the Sellers in their role as employees or directors of the Company). |
| 8. | Whether the said parties are related to promoter / promoter group / group companies in any manner. If yes, nature of relationship | The Sellers are members of the promoter/ promoter group of the Company.<br><br>The Acquirer is not related to the Company or its promoters, members of the promoter group or group companies. |

| S. No. | Particulars | Details |
|---|---|---|
| 9. | Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length" | No, the Transaction would not fall within related party transactions. |
| 10. | In case of issuance of shares to the parties, details of issue price, class of shares issued. | Not applicable, as there are no shares being issued as part of the Transaction. |
| 11. | Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc. | Upon completion of the Transaction under the SPA, Acquirer shall have the right to appoint its directors on the Board. The following existing directors, namely, Mr. Shrikant Gopaldas Zaveri, Mrs. Binaisha Shrikant Zaveri and Mrs. Raashi Shrikant Zaveri shall resign from the Board. |
| 12. | In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):<br><br>i. name of parties to the agreement.<br>ii. nature of the agreement.<br>iii. date of execution of the agreement.<br>iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).<br>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). | Not applicable |

ARPIT MAHESHWARI