Technology
An ISO 9001 & 27001

09.09.2026

To,
Corporate Relationship Department,
BSE Limited,
Phiroze Jeejeebhoy Towers, Dalal Street,
Mumbai – 400001

**BSE Code: 543282**

Sir/Madam,

**Sub: Disclosure under Regulation 30 and 30A read with Clause 5 and 5A of para A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI LODR Regulations") read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 by Niks Technology Limited ("Company")**

Pursuant to the provisions of Regulation 30 and 30A read with Clause 5 and 5A of para A of Part A of Schedule III of the SEBI LODR Regulations, we wish to inform you that the Company has received an intimation that:

Mr. Manish Dixit (Promoter), Mr. Keshav Das Sonakiya, Ms. Anamika Anand, Mr. Praveen Dixit, Ms. Pooja Sharma and Mr. Neeraj Kumar Dantre (forming part of the Promoter Group) (collectively "Sellers"), together holding an aggregate of 2,31,100 equity shares constituting 46.22% of the total paid-up equity share capital of the Company, have executed a Share Purchase Agreement ("SPA") dated 08th September, 2026 with Mr. Nilesh Jayantilal Patel ("Acquirer 1"), Mr. Vishal Jayantibhai Patel ("Acquirer 2") and Mr. Bharatkumar Pravinchandra Keshrani ("Acquirer 3") (collectively the "Acquirers"), for the sale of an aggregate of 2,31,100 fully paid-up equity shares of face value of Rs. 10/- each, constituting 46.22% of the total voting share capital of the Company, at a price of Rs. 136/- per equity share, aggregating to a total consideration of Rs. 3,14,29,600/- (Rupees Three Crores Fourteen Lakhs Twenty-Nine Thousand Six Hundred Only) ("Proposed Transaction"), along with the transfer of control and management of the Company.

The Proposed Transaction is subject to certain conditions as set out in the SPA. Further, pursuant to execution of the SPA, the Acquirers are required to make an Open Offer to the public shareholders of the Company in terms of the applicable provisions of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011. The disclosures in accordance with SEBI LODR Regulations read with SEBI Master Circular no. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026, are attached hereto as "Annexure A".

Kindly take the above information on record.

Yours sincerely,
**For Niks Technology Limited**

MANISH DIXIT

Digitally signed by MANISH DIXIT
DN: c=IN, o=Personal, title=1098,
2.5.4.20=d5a0bbd513b6e683f030a38b746097
9ff656bd0d962b85ca5b4b2464d490d8a9,
postalCode=800016, st=Bihar,
serialNumber=6728f38b3a1aa8c50d08390056
59f1211d42d205e20df9bf284fe9bb7695616f,
cn=MANISH DIXIT
Date: 2026.09.09 18:48:06 +05'30'

**Manish Dixit**
**Managing Director**

**Niks Technology Limited**
**(Previously known as Niks Technology Private Limited)**
**Flat No. 501, Shiv Laxmi Plaza, Opp Rajendra Nagar Terminal, Old Bypass Main Road, Kankarbagh, Patna-800020, Bihar, India**
**CIN: L80904BR2014PLC022439**
**Office No.: - 9955111150 / 7677111150 | Email: - nikstechnology@gmail.com | website: - www.nikstech.com**

**ANNEXURE – A**

Disclosure under Regulation 30 and 30A read with Clause 5 and 5A of para A of Part A of Schedule III of the SEBI LODR Regulations read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 by Niks Technology Limited

| Sr. No. | Particulars | Description |
|---|---|---|
| 1. | If the listed entity is a party to the agreement: details of counterparties (including name and relationship with the listed entity); | No, the listed entity, i.e., the Company is not a party to the SPA. |
| 2. | If listed entity is not a party to the agreement, name of the party entering into such an agreement and the relationship with the listed entity; details of the counterparties to the agreement (including name and relationship with the listed entity); date of entering into the agreement. | The Share Purchase Agreement ("SPA") dated 08th September, 2026 was entered into by and between the following parties:<br>Mr. Manish Dixit (Promoter), Mr. Keshav Das Sonakiya, Ms. Anamika Anand, Mr. Praveen Dixit, Ms. Pooja Sharma and Mr. Neeraj Kumar Dantre, together constituting the entire Promoter and Promoter Group of the Company ("Sellers"), holding in aggregate 2,31,100 equity shares constituting 46.22% of the paid-up share capital of the Company;<br>and<br>Mr. Nilesh Jayantilal Patel ("Acquirer 1"), Mr. Vishal Jayantibhai Patel ("Acquirer 2") and Mr. Bharatkumar Pravinchandra Keshrani ("Acquirer 3"), collectively the "Acquirers", who are not related to the existing Promoter/Promoter Group of the Company;<br>for the sale of an aggregate of 2,31,100 fully paid-up equity shares of face value of Rs. 10/- each, constituting 46.22% of the total paid-up share capital of the Company, at a price of Rs. 136/- per equity share, aggregating to Rs. 3,14,29,600/-, along with control of the Company ("Proposed Transaction"). |
| 3. | Purpose of entering into the agreement | To sell 2,31,100 (Two Lakhs Thirty-One Thousand One Hundred) equity shares held by the Sellers, being the entire shareholding of the Promoter and Promoter Group and representing 46.22% of the total paid-up equity share capital of the Company, together with control of the Company, to the Acquirers, pursuant to the SPA. |
| 4. | Shareholding, if any, in the entity with whom the agreement is executed | Not Applicable |

| Sr. No. | Particulars | Description |
|---|---|---|
| 5. | Significant terms of the agreement (in brief) – special rights like right to appoint directors, subscription in case of issuance of Shares, right to restrict any change in capital structure etc. | The SPA provides for the sale of the Sale Shares along with control of the Company. Upon completion of transfer of the Sale Shares and change in management, the Sellers and their nominees shall resign from the Board of Directors of the Company and the Acquirers shall be entitled to appoint their nominees on the Board. The SPA does not confer any right on the Acquirers to subscribe to further issue of shares/securities or any pre-emptive rights. The agreement contains customary conditions precedent, representations, warranties, covenants and indemnities in relation to completion of the transaction, and provides for reclassification of the Sellers from the promoter category to public category post completion of the Proposed Transaction, in accordance with Regulation 31A of the SEBI (LODR) Regulations, 2015. |
| 6. | Extent and the nature of impact on management or control of the listed entity; | Upon completion of the transfer of the Sale Shares as contemplated in the SPA, there shall be a change in the management and control of the Company. The existing Promoter and Promoter Group (Sellers) shall resign from the Board of Directors and shall be reclassified from the promoter category to the public category, and the Acquirers shall be classified as the new promoters of the Company, subject to compliance with applicable provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and SEBI (LODR) Regulations, 2015. |
| 7. | Details and quantification of the restriction or liability imposed upon the listed entity; | During the currency of the Agreement and pending completion, the Sellers have undertaken and covenanted to the Acquirers, among other things, that the Company shall not, except with the prior consent of the Acquirers:<br>• Undertake any new project or business, or alter or close any existing business of the Company;<br>• Alter, by way of reduction, increase or otherwise, the authorised or issued share capital of the Company;<br>• Issue any debentures, warrants or other securities, whether or not convertible into shares;<br>• Sell, transfer or otherwise dispose of any immoveable property or other assets, except in the ordinary course of operations;<br>• Assume, guarantee or become liable, directly or contingently, for the obligations of any third party;<br>• Make any loans or grant credit to any person, except with the specific written permission of the Acquirers; |

| Sr. No. | Particulars | Description |
|---|---|---|
| | | • Incur any further indebtedness, except working capital finance obtained in the ordinary course of business;<br>• Alter its Memorandum and Articles of Association;<br>• Effect any scheme of amalgamation, arrangement or re-organisation;<br>• Declare or pay any dividend on its shares;<br>• Create any fresh encumbrance on any of its properties or assets; or<br>• Enter into any transaction which may have a material adverse effect on the net worth of the Company. |
| 8. | Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship; | No, the Acquirers are not related to the existing Promoter/Promoter Group of the Company. |
| 9. | Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"; | No, the aforesaid transaction is not a related party transaction. |
| 10. | In case of issuance of shares to the parties, details of issue price, class of shares issued; | Not applicable, as the Proposed Transaction involves transfer of existing equity shares and no fresh issuance of shares is involved. |
| 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. | As stated at Sr. No. 5 above, the Acquirers shall be entitled to appoint their nominee(s) on the Board of Directors of the Company upon completion of the transfer of Sale Shares and change in management. No other disclosures or potential conflicts of interest have arisen from the SPA. |
| 12. | In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): name of parties to the agreement; nature of the agreement; date of execution of the agreement; details and reasons for amendment or alteration and impact thereof; reasons for rescission and impact thereof. | Not applicable. |