

HEUBACH COLORANTS INDIA LIMITED
[formerly Clariant Chemicals (India) Limited]

Registered Office:
Rupa Renaissance, B Wing, 25th Floor
D-33, MIDC Road, TTC Industrial Area
Juinagar, Navi Mumbai – 400705, India
CIN: L24110MH1956PLC010806
www.heubach.com



October 17, 2024

To,
BSE Limited
Corporate Relationship Department
1st Floor, New Trading Ring,
Rotunda Building, P. J. Towers
Dalal Street, Mumbai - 400 001
Scrip: 506390

To
The National Stock Exchange of India
Limited Listing Department, Exchange Plaza,
5th floor, Plot No. C/1, G Block,
Bandra-Kurla Complex, Bandra (E),
Mumbai - 400 051
Scrip: HEUBACHIND

Sub.: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

Dear Sir/ Ma'am,

In furtherance of our disclosure dated October 13, 2024, please find enclosed as Annexure A, the information received from the promoters of the Company, as required to be disclosed in terms of Regulation 30 read with Clause 5A of Schedule III, Part A, Para A of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023.

Kindly take the same on record and acknowledge the receipt.

Thanking you,

For Heubach Colorants India Limited

Ashwini Natekar
Company Secretary -Interim

Annexure A

Sr. No.	Particulars	Disclosure
a)	If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity);	Not applicable, since Heubach Colorants India Limited (hereinafter “ HCIL ” or “ the Company ”) is not a party to the asset purchase agreement, notarized by German notary Dr. Sabine Funke on October, 8 th and 11 th 2024, under deed no. UVZ 984 2024 F, with the parties denominated under Sr. No. (b) below, (hereinafter “ Asset Purchase Agreement ”)
b)	If listed entity is not a party to the agreement, i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement.	i. Parties of the Sell-Side: 1. Attorney Dr. Andreas Kleinschmidt , Bockenheimer Landstraße 20, 60323 Frankfurt a.M., acting in his capacity as insolvency administrator over the assets of a. Heubach Colorants Germany GmbH , Brüningstr. 50, 65929 Frankfurt a.M., registered in the commercial register of the local court of Frankfurt a.M. under HRB 93738, b. Heubach GmbH , Heubachstr. 7, 38685 Langelsheim, registered in the commercial register of the local court of Braunschweig under HRB 110857, c. Dr. Hans Heubach GmbH , Heubachstr. 7, 38685 Langelsheim, registered in the commercial register of the local court of Braunschweig under HRB 201312. <i>[Note: Companies under items a. to c. above are affiliated companies of Heubach Group GmbH (item no. 2. below)]</i> 2. Heubach Group GmbH , Brüningstr. 50, 65929 Frankfurt a.M., registered in the commercial register

		<p>of the local court of Frankfurt a.M. under HRB 124252,</p> <p><i>[Note: Heubach Group GmbH is the 100%-shareholder of Heubach Holding Switzerland AG, Hardstrasse 1, 4133 Pratteln, Switzerland, registered with the commercial register of canton Basel-Landschaft under CHE-402.794.086, which holds 36.56% of the shares in HCIL.</i></p> <p><i>Further, Heubach Holding Switzerland is the sole shareholder of Heubach EBITO Chemieeteiligungen AG, Hardstrasse 1, 4133 Pratteln, Switzerland, registered with the commercial register of canton Basel-Landschaft under registration no. CHE-101.257.789. Heubach EBITO Chemieeteiligungen AG is a shareholder of HCIL and holds approx. 17.80 % of the shares in HCIL.</i></p> <p><i>Both the above entities are the promoters of HCIL]</i></p> <p>ii. Parties of the Buy-Side:</p> <ol style="list-style-type: none">1. Sudarshan Europe B.V., a limited liability company (<i>besloten vennootschap met beperkte aansprakelijkheid</i>), registered with the Kamer van Koophandel under registration number 34288322 and with business address at Kingsfordweg 151, 1043 DS Amsterdam, The Netherlands, (hereinafter “Purchaser”). <p><i>[Note: Purchaser has no relationship with HCIL.]</i></p> <ol style="list-style-type: none">2. Sudarshan Chemical Industries Limited, a company limited by shares, registered with the Ministry of Corporate Affairs under
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		<p>registration number 008409 and Corporate Identification Number L24119PN1951PLC008409 and with business address at Survey No. 25, Eleven West Panchshil, 7th Floor, Near Pan Card Club Road, Baner, Pune, Maharashtra 411069, India (hereinafter “Purchaser’s Guarantor”).</p> <p><i>[Note: Purchaser’s Guarantor has no relationship with HCIL.]</i></p> <p>iii. October, 8th and 11th 2024.</p>
c)	Purpose of entering into the agreement	The purpose of the Asset Purchase Agreement is to sell nearly the entire business of Heubach Colorants Germany, Heubach GmbH, Dr. Hans Heubach GmbH and Heubach Group GmbH (except for a part of the business with minor economic relevance) to the Purchaser.
d)	Shareholding, if any, in the entity with whom the agreement is executed	HCIL holds no shares in the Purchaser.
e)	Significant terms of the agreement (in brief)	<ul style="list-style-type: none"> • Sale of all shares in Heubach Holding Switzerland AG from Heubach Group GmbH to the Purchaser. • Sale of the businesses (including real estate property, moveable fixed assets, inventories, intangible assets, contracts with customers and suppliers as well as the transfer of employees) by way of asset deals from Heubach Colorants Germany, Heubach GmbH, Dr. Hans Heubach GmbH to Purchaser. • Limited catalogue of warranties from seller due to sale out of insolvency. • The Purchaser may assign the right to acquire certain assets to another group-company of Sudarshan-group. • Asset Purchase Agreement is subject to certain closing conditions, inter alia merger control clearance in various jurisdictions.
f)	Extent and the nature of impact on management or control of the listed entity	Upon consummation of the Asset Purchase Agreement, the Purchaser would indirectly

		acquire shares and control over HCIL. The Asset Purchase Agreement has also triggered an open offer obligation.
g)	Details and quantification of the restriction or liability imposed upon the listed entity	The Asset Purchase Agreement does not impose any liability on HCIL.
h)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Heubach Group GmbH is the indirect shareholder of HCIL. Heubach Colorants Germany, Heubach GmbH, Dr. Hans Heubach GmbH are sister-companies of Heubach Group GmbH.
i)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	The Asset Purchase Agreement does not comprise a transaction between related parties.
j)	In case of issuance of shares to the parties, details of issue price, class of shares issued	The Asset Purchase Agreement does not comprise the issuance of shares in HCIL.
k)	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.;	Not applicable.
l)	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): <ul style="list-style-type: none"> i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; 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); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). 	Not applicable.