



Ind-Swift LABORATORIES Limited

(A Recognised Export House)

Regd. Office : S.C.O. 850, Shivalik Enclave, NAC, Manimajra, Chandigarh - 160 101
Phones : ++ 91 - 172-2730503, 2730920, Fax ++ 91 - 172 - 2730504, 2736294
E-mail : info@indswiftlabs.com Website : www.indswiftlabs.com
CIN No. L24232CH1995PLC015553



Ref: ISLL:CH:2023

Date: 16th February, 2024

**The President
Corporate Relationship Department
BSE Limited
Phiroze Jeejeebhoy Towers,
25th Floor, Dalal Street,
Mumbai 400 001**

**The Vice President,
Listing Compliance Department,
National Stock Exchange of India Limited,
Exchange Plaza, 5th Floor
Plot No. C/2, G-Block,
Bandra Kurla Complex, Bandra (E),
Mumbai 400 051**

**ISIN: INE915B01019, INE915B07024
BSE Scrip Code: 532305, 957989**

NSE Symbol: INDSWFTLAB

Sub: Intimation under Regulations 30 and 30A of SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (“LODR”) read with Clause 5A, Para A, Part A, Schedule III of the LODR

Dear Sir/Ma'am

This is to inform that **Ind-Swift Laboratories Limited (“the Company”)** has received an intimation from M/s. Ind Swift Limited (“**ISL**”) and M/s. Essix Biosciences Limited (“**EBL**”) (the promoter entities of the Company), regarding the execution of Share Purchase Agreement among them. Pursuant to such agreement ISL has agreed to sell its entire shareholding (“**being the Sale Shares**”) in the Company to EBL.

The information required to be disclosed by the Company pursuant to its obligations under Regulations 30 and 30A of the LODR read with Clause 5A, Para A, Part A, Schedule III of the LODR, subsequent to the receipt of the aforesaid intimation, is enclosed herewith as Annexure A.

We request you to kindly take the above information on record.

Thanking you,

For **IND-SWIFT LABORATORIES LTD.**

**PARDEEP VERMA
VP-CORPORATE AFFAIRS &
COMPANY SECRETARY
Encl: a/a**





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ANNEXURE A

Disclosure under Regulations 30 and 30A of the LODR read with Clause 5A, Para A, Part A, Schedule III of the LODR and the circular no. SEBI/ HO/ CFD/ CFD-PoD-1/ P/ CIR/ 2023/ 123 issued by SEBI on 13th July 2023

S. No.	Particulars	Details
1.	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
2.	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	The following entities are party to the Share Purchase Agreement: i) M/s. Ind Swift Limited: Related Party of Ind Swift Laboratories Limited and classified as Promoter, holding 16.08% shares of the Company. ii) M/s. Essix Biosciences Limited: Related Party of Ind Swift Laboratories Limited and classified as Promoter, holding 21.71% shares of the Company. iii) 14 th February, 2024
3.	Purpose of entering into the agreement	Inter-se transfer of shareholding between the promoters of the Company by way of execution of a Share Purchase Agreement.
4.	Shareholding, if any, in the entity with whom the agreement is executed	The Company holds NIL Shareholding in M/s. Ind Swift Limited and 8.52% shares in M/s. Essix Biosciences Limited.
5.	Significant terms of the agreement (in brief)	a) Ind Swift Limited proposes to sell 9499720 equity shares being the entire 16.08% shareholding held in the Company to M/s. Essix Biosciences Limited at the price of Rs. 101/ per share aggregating to Rs. 9594.72 Lakhs (subject to such adjustments as may be agreed among the parties). b) The transaction is subject to the receipt of No Objection Certificate from the lenders and release of any encumbrances. c) The transaction is subject to the approval of the members and lenders of ISL. d) Post the completion of the transfer of shares, ISL will hold NIL shareholding in the Company, however the shareholding of EBL will increase from 21.71% to 37.79% in the Company. e) The Sale Shares will continue to be pledged in favour of IDBI Trusteeship Services Limited till the settlement of the debt of the respective lenders.



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6.	Extent and the nature of impact on management or control of the listed entity	<p>The agreement results in inter-se transfer between the promoters and the overall promoter shareholding will remain the same. Further it complies with the requirements of SEBI (SAST) Regulation, 2011.</p> <p>No impact on the management or control of Ind-Swift Laboratories Limited.</p> <p>The Company adheres to the highest standards of Corporate Governance. As such, in the interest of transparency, it is making this disclosure even though the agreement may not strictly fall within the ambit of Regulation 30A.</p>
7.	Details and quantification of the restriction or liability imposed upon the listed entity	No liabilities have been imposed on the listed entity.
8.	Whether the said parties are related to promoter / promoter group / group companies in any manner. If yes, nature of relationship	Yes, the said parties are related, promoters & group companies
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	No, the transaction does not classify as related party transaction under the LODR for Ind Swift Laboratories Limited.
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	NA
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.	NA
12.	<p>In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s):</p> <ol style="list-style-type: none">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 (including impact on management or control and on the restriction or liability quantified earlier);reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	NA