

27<sup>th</sup> June 2025

Department of Corporate Services  
BSE Limited  
1<sup>st</sup> floor, New Trading Ring  
Rotunda Building, P J Towers  
Dalal Street, Fort  
Mumbai - 400 001  
Scrip Code: 500710

The Listing Department  
National Stock Exchange of India Ltd.  
Exchange Plaza, 5<sup>th</sup> floor, Bandra-Kurla  
Complex  
Bandra (E)  
Mumbai – 400051  
Symbol: AKZOINDIA

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

Dear Sir/Ma’m

This is to inform that on 27<sup>th</sup> June 2025, JSW Paints Limited (the “**Acquirer**”) entered into a Share Purchase Agreement (the “**Agreement**” or “**SPA**”) with the existing Promoters/Holding Companies of Akzo Nobel India Limited (the “**Company**”) namely Imperial Chemical Industries Limited (“**Seller 1**”) and Akzo Nobel Coatings International B.V. (“**Seller 2**”) (together, the “**Sellers**”), for the acquisition of up to their entire shareholding (individually and cumulatively) in the Company, subject to the terms and conditions set out therein (the “**Transaction**”).

On the aforesaid/same date, the Company has made a disclosure to the stock exchanges under Regulations 30 and 30A read with Clause 5 and 5A of Para A Part A Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“**LODR Regulations**”), informing about the aforesaid SPA along with the requisite disclosures.

In furtherance to the Transaction and to facilitate its implementation, the Company, at the request of the Seller 1 and Seller 2 who are the majority shareholders, has signed a standstill undertaking (“**Standstill Undertaking**”) with the Acquirer setting out certain covenants and restrictions to be observed by the Company and its subsidiaries between the date of the Agreement and the completion of the Transaction (“**Completion**”).

The information required to be disclosed by the Company pursuant to Regulation 30 and 30A of the LODR read with Clauses 5 and 5A, Para A Part A Schedule III of the LODR is enclosed herewith as Annexure A.

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

Thanking you.

Yours sincerely,

**By Order of and for and on behalf  
of the Board of Directors of Akzo Nobel India Limited**

**Rajiv L. Jha**  
**Company Secretary & Compliance Officer**  
**Membership No. F5948**

**Encl: as above**

Magnum Tower, 9<sup>th</sup> Floor  
Golf Course Extension Road, Sector- 58  
Gurugram – 122 011, Haryana, India

T +91 124 485 2400  
[www.akzonobel.co.in](http://www.akzonobel.co.in)

## ANNEXURE A

Disclosure under Regulations 30 and 30A of the LODR read with Clauses 5 and 5A, Para A, Part A, Schedule III of the LODR and the SEBI Master Circular No. SEBI/ HO/ CFD/ PoD2/ CIR/P / 0155 issued by SEBI on 11<sup>th</sup> November 2024

S. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered;	JSW Paints Limited i.e., the Acquirer
2.	Purpose of entering into the agreement;	To facilitate the Transaction, the Company has entered into a Standstill Undertaking with the Acquirer. The Standstill Undertaking sets out certain interim covenants to be observed by the Company between signing of Agreement and completion of the Transaction, to ensure that <i>inter alia</i> there are no material changes in the Company's ongoing operations or existing capital structure without Acquirer's prior consent.
3.	Shareholding, if any, in the entity with whom the agreement is executed	The Company does not hold any shares in the Acquirer.
4.	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.	The standstill undertaking contains customary interim period covenants restricting the Company from undertaking certain material actions without the prior written consent of the Acquirer, including changes to capital structure, related party transactions beyond pre-approved limits, material business decisions, large expenditures, and litigation actions.  No special rights such as director appointments or share subscription rights are granted to the Acquirer under the standstill undertaking.
5.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	The Acquirer is not related to the promoter/promoter group/group companies of the Company.
6.	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 for the Company.
7.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	Not Applicable
8.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed	Not Applicable

S. No.	Particulars	Details
	entity, potential conflict of interest arising out of such agreements, etc.	
9.	<p>In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none"> <li>i. name of parties to the agreement.</li> <li>ii. nature of the agreement.</li> <li>iii. date of execution of the agreement.</li> <li>iv. details of amendment and impact thereof or reasons of termination and impact thereof.</li> </ul>	Not Applicable