



Date: 30 September 2024

To  
Secretary  
Listing Department  
**BSE Limited**  
Department of Corporate Services Phiroze  
Jeejeebhoy Towers Dalal Street, Mumbai – 400 001  
Scrip Code : 540902  
ISIN : INE371P01015

To  
Secretary  
Listing Department  
**National Stock Exchange of India Limited**  
Exchange Plaza, Bandra Kurla Complex,  
Mumbai – 400 050  
Scrip Code : AMBER  
ISIN : INE371P01015

Dear Sir/Ma'am,

**Sub: INTIMATION REGARDING EXECUTION OF A 'BUSINESS TRANSFER AGREEMENT' WITH AMBERPR TECHNOPLAST INDIA PRIVATE LIMITED ('AMBERPR'), THE WHOLLY OWNED SUBSIDIARY OF THE COMPANY FOR PURCHASE OF THE BUSINESS OF AMBERPR VIA SLUMP SALE ON GOING CONCERN BASIS AT BOOK VALUE BEING THE PURCHASE CONSIDERATION**

**Ref: REGULATION 30 OF SECURITIES AND EXCHANGE BOARD OF INDIA (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS, 2015, AS AMENDED ("SEBI LODR REGULATIONS")**

With reference to intimation dated 07.09.2024 and pursuant to Regulation 30 of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI LODR Regulations"), read with Schedule III Part A of the SEBI LODR Regulations, we are hereby intimating that the Company i.e. Amber Enterprises India Limited and AmberPR Technoplast India Private Limited ('Amberpr'), the wholly owned subsidiary of the Company has executed a Business Transfer Agreement (BTA), on 30 September 2024, effective from 01 October 2024, for the purchase of business of AmberPR via slump sale on going concern basis at the book value being the purchase consideration, subject to some adjustments as stipulated in BTA, without values being assigned to individual assets and liabilities as contemplated under the Income Tax Act, 1961, on such terms and conditions as contained in the BTA.

The details and disclosures as required under SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated 13 July 2023 and other applicable SEBI Circular(s) were already provided in intimation dated 07.09.2024 and additional disclosure of execution of BTA is given in "**Annexure – A**" to this letter.

The above intimation is also available on the website of the Company at [www.ambergrouppindia.com](http://www.ambergrouppindia.com).

We request you to kindly take this on your record, disseminate the same on your website and oblige.

Thanking You,  
Yours faithfully  
For **Amber Enterprises India Limited**

(Konica Yadav)  
Company Secretary and Compliance Officer

Amber Enterprises India Limited

**Corp. Address:**  
Universal Trade Tower, 1st Floor, Sector 49, Gurgaon-1 22018  
Tel.: +91 124 3923000 | Fax: +91 124 3923016,17

**Regd. Office:**  
C-I, Phase II, Focal Point, RajpuraTown-140401, Punjab  
Tel.: +91 1762 232126, 232646 | Fax: +91 1762 232127



## Annexure A

**Disclosures in terms of Regulation 30 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 13 July 2023 and other applicable SEBI Circular(s)**

a)	Name(s) of parties with whom the agreement is entered	<p style="text-align: center;"><b>Amber Enterprises India Limited ('Purchaser')</b></p> <p style="text-align: center;"><b>And</b></p> <p style="text-align: center;"><b>Amberpr Technoplast India Private Limited ('Seller')</b></p>
b)	Purpose of entering into the agreement	<p>The Company has executed a Business Transfer Agreement (BTA) with AmberPR, on 30 September 2024, effective from 1 October 2024, for the purchase of business of AmberPR via slump sale on going concern basis, at the book value being the purchase consideration, subject to some adjustments as stipulated in BTA</p> <p>AmberPR is a wholly owned subsidiary of Amber Enterprises India Limited (the 'Company'). Both Amber and AmberPR forms part of consumer durables segment of Amber. Hence, as a part of internal restructuring of the business, Amber has considered merging of AmberPR business through slump sale.</p> <p>The above internal restructuring of businesses will lead to :</p> <ol style="list-style-type: none"> <li>1. Financial and commercial ease through optimum utilization of resources;</li> <li>2. Operational efficiency through optimization of business processes;</li> <li>3. More absolute and profound comparison with industry peers i.e. benchmarking business performance with industry;</li> <li>4. More flexibility to Amber to expand business in B2B space.</li> </ol>
c)	Shareholding, if any, in the entity with whom the agreement is executed	AmberPR is wholly owned subsidiary of the Company
d)	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.	<p>Significant terms of the Business Transfer Agreement ('BTA') include the following:</p> <p>The Purchaser shall acquire from the Seller, all rights, title and interest in and to the Undertaking as a going concern on a slump sale basis without values being assigned to individual assets and liabilities forming part of the Undertaking, as contemplated under the provisions of the Income Tax Act, 1961, at book value being the purchase consideration.</p> <p>Other terms are standard terms/ covenants of the BTA.</p>

Amber Enterprises India Limited

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e)	Whether the said parties are related to Promoter /Promoter Group/ Group Companies in any manner. If yes, nature of relationship	AmberPR is wholly owned subsidiary of the Company
f)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arms length”	Yes, the transaction falls within the related party transaction and same has been entered at arm’s length.
g)	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable
h)	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 No potential conflict of interest arises out of this agreement.
i)	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) Name of parties to the agreement; b) Nature of the agreement; c) Date of execution of the agreement; d) Details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable