



# Ind-Swift LABORATORIES LIMITED

Regd. Office : S.C.O. 850, Shivalik Enclave, NAC, Manimajra, Chandigarh - 160 101  
Phones : ++ 91 - 172-2730503, 2730920, 5061850, 5061853  
E-mail : info@indswiftlabs.com Website : www.indswiftlabs.com  
CIN No. L24232CH1995PLC015553



**Ref: ISLL:CH:2025**

**Date: 18<sup>th</sup> June, 2025**

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

**The Vice President,  
Listing Compliance Department,  
National Stock Exchange of India Limited,  
Exchange Plaza, 5<sup>th</sup> 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**

**Subject: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015.**

Dear Sir/Ma'am,

Pursuant to Regulation 30 and other applicable provisions of the Securities and Exchange Board of India ("SEBI") (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("Listing Regulations"), it is hereby informed that the investment committee of the Company has approved an investment of up to Rs. 95 Crores in Optionally Convertible Redeemable Preference Shares (OCRPS) of M/s. Khandelwal Finance Private Ltd. (KFPL), a registered NBFC.

The details required to be furnished under Regulation 30 of Listing Regulations read with SEBI circular SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024 ("Master Circular") has been attached as an Annexure-A.

You are requested to kindly take the same on record.

For **IND-SWIFT LABORATORIES LTD.**

**PARDEEP VERMA  
VP-CORPORATE AFFAIRS &  
COMPANY SECRETARY**





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## Annexure A

S. No.	Particulars	Details
1.	name(s) of parties with whom the agreement is entered	M/s. Khandelwal Finance Private Ltd. (KFPL), a registered NBFC and a group company of SAI Group, Kolkata.
2.	purpose of entering into the agreement	Investment
3.	size of agreement	Up to INR 95,00,00,000/- (Indian Rupees Ninety-Five Crore Only)
4.	shareholding, if any, in the entity with whom the agreement is executed	NIL
5.	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>The Company shall subscribe up to 5,60,800 Optionally Convertible Redeemable Preference Shares (“OCRPS”) of the face value of Rs. 10/- each of KFPL at Subscription Price of Rs. 1,694/- (being fair market value of OCRPS determined on the basis of valuation report obtained in terms of the provisions of Companies Act, 2013), in one or more tranches.</p> <p>Significant terms are as under:</p> <p><b>A. Dividend Rate:</b> 8.25% p.a. non-cumulative.</p> <p><b>B. Tenor:</b> 5 years from the date of last tranche disbursement (to be finalized mutually) which can be further extended as per mutual consent.</p> <p><b>C. Lock in:</b> 2 years from the date of subscription of last tranche</p> <p><b>D. Redemption Terms:</b> subject to lock-in, OCRPS shall be Redeemable at the issue price or fair market value, whichever is higher <b>OR</b> Convertible into equity shares of KFPL.</p> <p><b>E. Conversion Ratio:</b> 1 OCRPS shall be convertible into 1 equity share of Rs. 10 each, having NIL voting rights, not ranking pari passu with the existing share capital of KFPL. After the expiration of the Lock-in Period, the Parties may, by mutual written consent re-negotiate the class of equity shares to be issued upon conversion (with/without voting rights).</p> <p><b>F. Special Rights:</b></p> <ul style="list-style-type: none"> <li>• Board Observer: Right to appoint a non-voting board observer in KFPL</li> <li>• Information Rights: Access to quarterly financials, annual audited statements, and operational updates</li> <li>• Inspection Rights: Right to inspect books and records with reasonable notice</li> </ul>



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		<ul style="list-style-type: none"> <li>• Pre-emptive Rights: Right to participate in future capital issuances to maintain shareholding (subject to laws)</li> <li>• Exit Rights: Subject to lock-in, Redemption or Conversion at or after maturity.</li> </ul>
6.	whether the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship;	No, KFPL is not related to promoter/ promoter group/ group companies in any manner.
7.	whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	No the proposed transaction is not a related party transaction.
8.	in case of issuance of shares to the parties, details of issue price, class of shares issued	The Company shall subscribe to 8.25% Non-Cumulative Redeemable Preference Shares (“OCRPS”) of KFPL of Rs. 10/- each, at Subscription Price of Rs. 1,694 (including Share Premium)
9.	in case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;	NA
10.	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
11.	in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): i.name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	NA

