

DETAILED PUBLIC STATEMENT IN TERMS OF REGULATIONS 3(1) AND 4 READ WITH REGULATIONS 13(4), 14(3), 15(2) AND OTHER APPLICABLE REGULATIONS OF THE SECURITIES AND EXCHANGE BOARD OF INDIA (SUBSTANTIAL ACQUISITION OF SHARES AND TAKEOVERS) REGULATIONS, 2011, AS AMENDED, TO THE PUBLIC SHAREHOLDERS (AS DEFINED BELOW) OF

INDO BORAX AND CHEMICALS LIMITED

A public listed company incorporated under the Companies Act, 1956

Registered Office Address: 302, Link Rose, Linking Road, Santacruz (West), Mumbai – 400054, Maharashtra, India

Corporate Identification Number: L24100MH1980PLC023177 • Tel: +91-22-26489142/ 47 /48 • Fax: +91-22-26489143

Email id: info@indoborax.com • Website: www.indoborax.com

Open offer for the acquisition of up to 83,43,400 (eighty three lakhs forty three thousand and four hundred) fully paid-up equity shares of face value of ₹1.00 (Indian Rupee One only) each (the “Equity Shares”) of Indo Borax and Chemicals Limited (the “Target Company”), representing 26.00% (twenty six point zero zero per cent) of the Voting Share Capital (as defined below), from the Public Shareholders (as defined below) of the Target Company, by Zenrock Chemicals Private Limited (the “Acquirer”) along with India Special Assets Fund III (“PAC 1”), ISAF III Onshore Fund (“PAC 2”) and Special Situation India Fund (“PAC 3” and together with PAC 1 and PAC 2, “PACs”), in their capacity as persons acting in concert with the Acquirer for the purposes of this Open Offer pursuant to and in compliance with the requirements of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended (the “SEBI (SAST) Regulations”) (the “Open Offer” or “Offer”).

This detailed public statement (“Detailed Public Statement” or “DPS”) is being issued by IIFL Capital Services Limited (formerly known as IIFL Securities Limited), the manager to the Open Offer (“Manager” or “Manager to the Open Offer”), for and on behalf of the Acquirer along with PACs (as the ‘persons acting in concert’ with the Acquirer), to the Public Shareholders (as defined below) of the Target Company pursuant to and in compliance with Regulations 3(1) and 4 read with Regulations 13(4), 14 (3), 15(2) and other applicable regulations of the SEBI (SAST) Regulations. This DPS is being issued pursuant to the public announcement dated December 15, 2025 (“Public Announcement” or “PA”), in relation to the Open Offer, filed with the Stock Exchanges (as defined below), the Securities and Exchange Board of India (“SEBI”), and sent to the Target Company at its registered office in compliance with Regulations 14(1) and 14(2) of the SEBI (SAST) Regulations.

DEFINITIONS

For the purpose of this DPS, the following terms shall have the meanings assigned to them below:

- a) “Board” or “Board of Directors” means the board of directors of the Target Company;
- b) “Closing” means the completion of transfer of the Sale Shares from the Sellers to the Acquirer and the PACs and other identified actions set out in the SPA;
- c) “Equity Shares” means the fully paid up equity shares of the Target Company having a face value of ₹1.00 (Indian Rupee One only) per equity share;
- d) “Financing Agreements” means collectively, (i) the debenture trust deed dated October 31, 2025 executed between the Acquirer and Catalyst Trusteeship Limited in its capacity as debenture trustee, vide which the Acquirer has issued 39,000 (thirty nine thousand) secured, senior, unlisted, unrated, redeemable, non-convertible debentures of face value of ₹1,00,000.00 (Indian Rupees One Lakh only) each, issued at par, in one tranche, aggregating to ₹3,90,00,00,000.00 (Indian Rupees Three Hundred and Ninety Crores only) to the PACs the (“Debenture Trust Deed”); and (ii) the subscription agreement dated November 03, 2025, executed between the Acquirer and the PACs, vide which the Acquirer has issued 7,50,00,000 (seven crores and fifty lakhs) fully paid up compulsorily convertible preference shares (“CCPS”), each with a face value of ₹10.00 (Indian Rupees Ten only) for an aggregate consideration of ₹75,00,00,000.00 (Indian Rupees Seventy Five Crores only) to the PACs (“Subscription Agreement”);
- e) “Identified Date” means date falling on the 10th (tenth) Working Day prior to the commencement of the Tendering Period, for the purpose of determining the Public Shareholders to whom the Letter of Offer (“LOF”) shall be sent;
- f) “Limited Purpose Agreement” means the limited purpose agreement dated December 15, 2025 executed by and amongst the Acquirer, PAC 1, PAC 2 and PAC 3;
- g) “Offer Price” means a price of ₹256.30 (Indian Rupees Two Hundred and Fifty Six point Three Zero only) per Equity Share, which has been determined in accordance with Regulations 8(1) and 8(2) of the SEBI (SAST) Regulations, that will be offered to the Public Shareholders who validly tender their Equity Shares in the Offer;
- h) “Offer Size” means up to 83,43,400 (eighty three lakhs forty three thousand and four hundred) Equity Shares representing 26.00% (twenty-six point zero zero per cent) of the Voting Share Capital of the Target Company;
- i) “Persons’s Acting in Concert” or “PACs” means collectively, India Special Assets Fund III (“PAC 1”), ISAF III Onshore Fund (“PAC 2”) and Special Situation India Fund (“PAC 3”);
- j) “Public Shareholders” means all the equity shareholders of the Target Company who are eligible to tender their Equity Shares in the Offer, except: (i) the promoters and members of the promoter group of the Target Company; (ii) the Acquirer, the PACs and any persons deemed to be acting in concert with the foregoing; (iii) the parties to the underlying Share Purchase Agreement (as defined below); (iv) the parties to the Limited Purpose Agreement (as defined above); (v) the parties to the Financing Agreements (as defined above); and (vi) any persons deemed to be acting in concert with the parties to the Share Purchase Agreement and the Limited Purpose Agreement, pursuant to and in compliance with the SEBI (SAST) Regulations;
- k) “Sale Shares” means 1,63,00,230 (one crore sixty three lakhs two hundred and thirty) Equity Shares held by the Sellers representing 50.80% (fifty point eight zero per cent) (rounded off to the nearest decimal) of the total paid up equity share capital of the Target Company;
- l) “SCRR” means the Securities Contract (Regulations) Rules, 1957, as amended;
- m) “SEBI (LODR) Regulations” means the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended;
- n) “SEBI Act” means the Securities and Exchange Board of India Act, 1992, as amended;
- o) “SEBI” means the Securities and Exchange Board of India;
- p) “Sellers” means collectively, Sajal Sushilkumar Jain (“Seller 1”), Saumya Sajal Jain (“Seller 2”), Sreelekha Sajal Jain (“Seller 3”), Sajal Sushilkumar Jain HUF (“Seller 4”), Pranika Saumya Jain (“Seller 5”) and Shubhra Jain Sivaradjou (“Seller 6”);
- q) “Share Purchase Agreement” or “SPA” means the share purchase agreement dated December 15, 2025, executed by and amongst the Acquirer, the PACs, and the Sellers;
- r) “Stock Exchanges” means the stock exchanges where the Equity Shares of the Target Company are listed, i.e., the BSE Limited (“BSE”) and the National Stock Exchange of India Limited (“NSE”);
- s) “Tendering Period” means the period of 10th Working Days during which the Public Shareholders may tender their Equity Shares in acceptance of the Open Offer, which shall be disclosed in the Letter of Offer;
- t) “Transaction Escrow Account” means the account under the name and title “ZCPL – Transaction Escrow Account” opened with the Kotak Mahindra Bank Limited pursuant to the SPA and in accordance with the Transaction Escrow Agreement;
- u) “Transaction Escrow Agreement” means the escrow agreement dated December 15, 2025 executed by and amongst the Acquirer & PACs, Sellers and the Kotak Mahindra Bank Limited;
- v) “Voting Share Capital” means the total voting equity share capital of the Target Company on a fully diluted basis expected as of the 10th (tenth) Working Day from the closure of the Tendering Period for the Open Offer;
- w) “Working Day” means a working day of SEBI.

I. ACQUIRER, PACS, SELLERS, TARGET COMPANY AND OPEN OFFER

A. Zenrock Chemicals Private Limited (“Acquirer”):

- The Acquirer is a private company limited by shares. It was incorporated on April 08, 2025 under the name of ‘Zenrock Chemicals Private Limited’ by way of certificate of incorporation issued by the Registrar of Companies, Central Processing Centre. The corporate identification number is U20110MH2025PTC445086. There has been no change to the name of the Acquirer since its incorporation. The contact details of the Acquirer are as follows: telephone number: +91-22-35218591; and e-mail: info@zenrockchemicals.com.
- The Acquirer has its registered office at 506, Tulsiani Chambers, Freepress Journal Marg, Nariman Point, Mumbai – 400021, Maharashtra, India.
- The Acquirer is not engaged in any business activity presently but is incorporated to carry out the business of chemical products such as industrial chemicals, specialty chemicals, fine chemicals, and related substances.
- The Acquirer is not part of any identified group.
- The controlling shareholder of the Acquirer is Mr. Sunil Malhotra who owns and controls the Acquirer.
- The securities of the Acquirer are not listed on any stock exchanges in India or in any other jurisdiction.
- Save and except for the PACs, no other person is acting in concert with the Acquirer for the purpose of this Open Offer. While persons may be deemed to be acting in concert with the Acquirer and the PACs in terms of Regulation 2(1)(q)(2) of the SEBI (SAST) Regulations (“Deemed PACs”), however, such Deemed PACs are not acting in concert with the Acquirer and the PACs for the purposes of this Open Offer, within the meaning of Regulation 2(1)(q) (1) of the SEBI (SAST) Regulations. The Acquirer has no relation or connection with the PACs, except for the SPA, the Limited Purpose Agreement and the Financing Agreements to which the Acquirer, PAC 1, PAC 2 and PAC 3 are parties.
- Neither the Acquirer nor its directors or key employees have any relationship with or interest in the Target Company except for the SPA Transaction.
- The Acquirer and PACs are not related to each other, either directly or indirectly, as per applicable laws i.e., SEBI (SAST) Regulations and SEBI (LODR) Regulations. The PACs are neither a promoter/ member of promoter group of the Acquirer, nor a related party of the Acquirer.
- None of the directors of the Acquirer are on the Board of the Target Company as on the date of this DPS. The Acquirer has also not nominated any director on the Board of the Target Company as on the date of this DPS.

- The Acquirer has not been prohibited by SEBI from dealing in securities, in terms of directions issued by SEBI under Section 11B of the SEBI Act or any other regulations made under the SEBI Act.
 - Neither the Acquirer nor its directors or promoters have been categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the RBI, in terms of Regulation 2(1)(ze) of the SEBI (SAST) Regulations.
 - The Acquirer has not been categorized/ declared as a fugitive economic offender under Section 12 of the Fugitive Economic Offenders Act, 2018, in terms of Regulation 2(1)(ja) of the SEBI (SAST) Regulations.
 - The issued and paid-up share capital of the Acquirer is ₹1,15,00,00,000.00 (Indian Rupees One Hundred and Fifteen Crores only) divided into: (a) 4,00,00,000 (four crores) fully paid-up equity shares of face value ₹10/- (Indian Rupees Ten only) each aggregating to ₹40,00,00,000.00 (Indian Rupees Forty Crores only); and (b) 7,50,00,000 (seven crores fifty lakhs) fully paid up compulsorily convertible preference shares of ₹10.00 (Indian Rupees Ten only) each aggregating to ₹75,00,00,000.00 (Indian Rupees Seventy Five Crores only). As on the date of this DPS, shareholding pattern of the Acquirer is as follows:
- | Sr. No. | Category of Shareholder | Number of equity shares held | % of equity shares held | Number of CCPS held | % of CCPS held |
|---------|--|------------------------------|-------------------------|---------------------|----------------|
| 1. | Promoter | | | | |
| | Sunil Malhotra | 3,99,99,990 | 99.99 | Nil | N.A. |
| 2. | FIs/ Mutual Funds/Financial Institutions/Banks | | | | |
| | India Special Assets Fund III | Nil | Nil | 2,79,00,000 | 37.20% |
| | ISAF III Onshore Fund | Nil | Nil | 2,83,50,000 | 37.80% |
| | Special Situation India Fund | Nil | Nil | 1,87,50,000 | 25.00% |
| 3. | Public | | | | |
| | Jeewan Khanna | 10 | Negligible | Nil | N.A. |
| | Total number of shares | 4,00,00,000 | 100.00% | 7,50,00,000 | 100.00% |
- The Acquirer does not hold any Equity Shares or voting rights in the Target Company as of the date of this Detailed Public Statement. The Acquirer has not acquired any Equity Shares during the period between the date of the PA. i.e., December 15, 2025 and the date of this Detailed Public Statement.
 - The key financial information of Acquirer as extracted from its limited review standalone financial results for period April 8, 2025 to September 30, 2025 as reviewed by its statutory auditor is as follows:

(₹ in million, except for EPS)

Particulars	For the period from April 8, 2025 to September 30, 2025
	(Limited Review) (refer note 1 below)
Total income	-
Profit / (Loss) after tax	(9.47)
Earnings Per Share (EPS) - Basic and Diluted (₹)	(947.33)*
Net Worth	(9.37)

*not annualized

Note:

- (1) The financial information of Acquirer for the period from April 8, 2025 to September 30, 2025 has been extracted from limited reviewed financial results. Acquirer was incorporated on April 8, 2025, under the Companies Act, 2013 and accordingly its financials cover the comprehensive period from April 8, 2025 to September 30, 2025.
- (Source: Certificate dated December 18, 2025 issued by M/s. A Nair & Associates, Chartered Accountants (Mr. Akshay Nair, Proprietor, Membership No. 170201)

B. Details of India Special Assets Fund III (“PAC 1”):

- PAC 1 is a scheme of ISAF III, an irrevocable and contributory determinate trust established under the provisions of Indian Trusts Act, 1882 pursuant to execution of an indenture of trust dated April 12, 2021. There has been no change to the name of the PAC 1 since its formation.
- PAC 1 is a scheme of ISAF III which is registered with SEBI as a Category II alternative investment fund (“AIF”) under the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012 (“AIF Regulations”) with registration number IN/ AIF2/21-22/0978 as per the certificate of registration dated January 25, 2022 for the purposes of carrying on the investment activity of a category II AIF. PAC 1 being a scheme is engaged in the business of making investments in portfolio entities in India in accordance with the terms of the fund documents. PAC 1 seeks to primarily make its investments in one or more of the following ways: (i) by investing, directly or indirectly into Indian portfolio entities; and/or (ii) by subscribing, directly or indirectly, to instruments/securities issued by asset reconstruction companies and asset reconstruction trusts. PAC 1 seeks to invest through instruments including debt and/or debt securities and/or equity and/or equity linked securities and/or security receipts in stressed or distressed assets to the extent permissible under the AIF Regulations.
- PAC 1 has its office at Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai, Maharashtra 400098. The contact details of PAC 1 are as follows: telephone number: +91-22-40194700, and e-mail: project.borax@eaaa.in.
- PAC 1 is one of the schemes for which EAAA India Alternatives Limited (formerly known as Edelweiss Alternative Asset Advisors Limited) (“EIAL”) acts as the investment manager. PAC 1 is sponsored and managed by its investment manager, i.e. EIAL. Vistra ITCL (India) Limited is the trustee of ISAF III.
- PAC 1 is a part of EIAL group. EIAL is one of the leading alternative assets management platforms in India managing assets under management of ₹654.60 billion as on September 30, 2025. EIAL operates a diversified, multi-strategy platform, in large, under-tapped and fast-growing alternative asset classes, focusing on providing income and yield solutions to its clients. EIAL’s key business strategies include: (i) real assets and (ii) private credit.
- PAC 1, being a scheme of a trust, does not have any share capital and is not listed on any stock exchanges in India or abroad.
- Since PAC 1 is a scheme to a trust, it does not have any directors. Hence, there are no common directors of PAC 1 and the Target Company.
- As on the date of this DPS, PAC 1 has not been prohibited by SEBI from dealing in securities, in terms of directions issued by SEBI under Section 11B of the SEBI Act or any other regulations made under the SEBI Act.
- Neither PAC 1 nor its investment manager or sponsor have been categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the RBI, in terms of Regulation 2(1)(ze) of the SEBI (SAST) Regulations.
- Neither PAC 1 nor its investment manager or sponsor have been categorized/ declared as a fugitive economic offender under Section 12 of the Fugitive Economic Offenders Act, 2018, in terms of Regulation 2(1)(ja) of the SEBI (SAST) Regulations.
- As on the date of this DPS, PAC 1, its sponsor, its investment manager, trustee company and key investment team of the investment manager do not have any interest in the Target Company, except for the transactions contemplated in the Share Purchase Agreement.
- As on the date of this DPS, PAC 1, its sponsor, its investment manager, trustee company and key investment team of the investment manager, do not hold any Equity Shares or voting rights in the Target Company. PAC 1 has not acquired any Equity Shares in the Target Company during the period between the date of the PA. i.e., December 15, 2025 and the date of this DPS.
- The key financial information of PAC 1 as extracted from its limited review unaudited financial statements, as reviewed by its statutory auditor, for the three months period ended June 30, 2025 and based on its audited financial statements for the financial years ended March 31, 2025, March 31, 2024 and March 31, 2023 is as follows:

(₹ in million, except EPS)

Particulars	For the three months period ended June 30, 2025 (Limited Review)	For the financial year ended March 31, 2025 (Audited)	For the financial year ended March 31, 2024 (Audited)	For the financial year ended March 31, 2023 (Audited)
Total income	441.09	2,445.66	3,569.80	1,332.35
Surplus after tax	402.36	2,286.80	3,370.06	1,263.68

Particulars	For the three months period ended June 30, 2025 (Limited Review)	For the financial year ended March 31, 2025 (Audited)	For the financial year ended March 31, 2024 (Audited)	For the financial year ended March 31, 2023 (Audited)
Earnings Per Share (EPS) - Basic and Diluted (₹)	NA	NA	NA	NA
Unitholders’ Funds	11,859.88	11,420.32	14,577.37	13,293.13

Note:

- (1) The key financial information of PAC 1 for the three months period ended June 30, 2025 has been extracted from limited reviewed financial statements and for the financial years ended March 31, 2025, March 31, 2024 and March 31, 2023 has been extracted from the respective year’s audited financial statements, as applicable.
- Source: Certificate dated December 17, 2025 issued by M/s. Dharmesh L Trivedi & Co., Chartered Accountants (Mr. Dharmesh L Trivedi, Proprietor, Membership No. 040961).

C. Details of ISAF III Onshore Fund (“PAC 2”):

- PAC 2 is a scheme of Edelweiss Credit Opportunities Trust, an irrevocable and contributory determinate trust established under the provisions of Indian Trusts Act, 1882 pursuant to execution of an indenture of trust dated December 16, 2020 and as amended by the indenture of trust dated January 14, 2021 and supplemented by the supplemental trust deed dated June 11, 2021 and further supplemented by a supplement to indenture of trust dated October 10, 2025. There has been no change to the name of the PAC 2 since its formation.
- PAC 2 is a scheme of Edelweiss Credit Opportunities Trust which is registered with SEBI as a Category II AIF under the AIF Regulations with registration number IN/AIF2/21-22/0873 as per the certificate of registration dated April 8, 2021 for the purposes of carrying on the investment activity of a category II AIF. PAC 2 being a scheme is engaged in the business of making investments in portfolio entities in India in accordance with the terms of the fund documents. PAC 2 seeks to primarily make its investments in one or more of the following ways: (i) by investing, directly or indirectly into the portfolio entities; and/or (ii) by subscription, directly or indirectly, to instruments/securities issued by the ARCs/ARTs. PAC 2 seeks to invest through instruments including debt and/or debt securities and/or equity and/or equity linked securities and/or security receipts in stressed or distressed assets to the extent permissible under the AIF Regulations.
- PAC 2 has its office at Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai, Maharashtra 400098. The contact details of PAC 2 are as follows: telephone number: +91-22-40194700 and e-mail: project.borax@eaaa.in.
- PAC 2 is one of the schemes for which EIAL acts as the investment manager. PAC 2 is sponsored and managed by its investment manager, i.e. EIAL. Vistra ITCL (India) Limited is the trustee of Edelweiss Credit Opportunities Trust.
- PAC 2 is a part of EIAL group. EIAL is one of the leading alternative assets management platforms in India managing assets under management of ₹654.60 billion as on September 30, 2025. EIAL operates a diversified, multi-strategy platform, in large, under-tapped and fast-growing alternative asset classes, focusing on providing income and yield solutions to its clients. EIAL’s key business strategies include: (i) real assets and (ii) private credit.
- PAC 2, being a scheme of a trust, does not have any share capital and is not listed on any stock exchanges in India or abroad.
- Since PAC 2 is a scheme to a trust, it does not have any directors. Hence, there are no common directors of PAC 2 and the Target Company.
- As on the date of this DPS, PAC 2 has not been prohibited by SEBI from dealing in securities, in terms of directions issued by SEBI under Section 11B of the SEBI Act or any other regulations made under the SEBI Act.
- Neither PAC 2 nor its investment manager or sponsor have been categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the RBI, in terms of Regulation 2(1)(ze) of the SEBI (SAST) Regulations.
- Neither PAC 2 nor its investment manager or sponsor have been categorized/ declared as a fugitive economic offender under Section 12 of the Fugitive Economic Offenders Act, 2018, in terms of Regulation 2(1)(ja) of the SEBI (SAST) Regulations.
- As on the date of this DPS, PAC 2, its sponsor, its investment manager, trustee company and key investment team of the investment manager do not have any interest in the Target Company, except for the transactions contemplated in the Share Purchase Agreement.
- As on the date of this DPS, PAC 2, its sponsor, its investment manager, trustee company and key investment team of the investment manager, do not hold any Equity Shares or voting rights in the Target Company. PAC 2 has not acquired any Equity Shares in the Target Company during the period between the date of the PA. i.e., December 15, 2025 and the date of this DPS.
- The key financial information of PAC 2 as extracted from its limited review unaudited financial statements, as reviewed by its statutory auditor, for the three months period ended June 30, 2025 and based on its audited financial statements for the financial years ended March 31, 2025, March 31, 2024 and March 31, 2023 is as follows:

(₹ in million)

Particulars	For the three months period ended June 30, 2025 (Limited Review) ⁽¹⁾	For the financial year ended March 31, 2025 (Audited) ⁽¹⁾	For the financial year ended March 31, 2024 (Audited) ⁽¹⁾	For the financial year ended March 31, 2023 (Audited) ⁽¹⁾
Total income	1,015.62	3,802.65	2,391.04	602.03
Surplus after tax	696.46	3,178.90	1,991.02	563.12
Earnings Per Share (EPS) - Basic and Diluted (₹)	NA	NA	NA	NA
Unitholders’ Funds	19,710.72	21,758.01	17,156.07	6,224.18

Note:

- (1) The key financial information of PAC 2 for the three months period ended June 30, 2025 has been extracted from limited reviewed financial statements and for the financial years ended March 31, 2025, March 31, 2024 and March 31, 2023 have been extracted from their respective year audited financial statements, as applicable.
- Source: Certificate dated December 17, 2025 issued by M/s. Dharmesh L Trivedi & Co., Chartered Accountants (Mr. Dharmesh L Trivedi, Proprietor, Membership No. 040961)

D. Details of Special Situation India Fund (“PAC 3”):

- PAC 3 is a scheme of Special Situation India Trust, an irrevocable and contributory determinate trust established under the provisions of Indian Trusts Act, 1882 pursuant to execution of an indenture of trust dated October 30, 2024. There has been no change to the name of the PAC 3 since its formation.
- PAC 3 is a scheme of Special Situation India Trust which is registered with SEBI as a Category II AIF under the AIF Regulations with registration number IN/AIF2/24-25/1746 as per the certificate of registration dated March 4, 2025 for the purposes of carrying on the investment activity of a category II AIF. PAC 3 being a scheme is engaged in the business of making investments in portfolio entities in India in accordance with the terms of the fund documents. PAC 3 intends to provide investors with an opportunity to earn attractive long-term risk adjusted returns through, *inter alia*, investment in portfolio entities in India that are in special situations or stressed / distressed as well as in portfolio companies across various sectors that typically qualify as “Special Opportunities” in accordance with the terms of its charter documents.
- PAC 3 has its office at Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai, Maharashtra 400098. The contact details of PAC 3 are as follows: telephone number: +91-22-40194700 and e-mail: project.borax@eaaa.in.
- PAC 3 is one of the schemes for which EIAL acts as the investment manager. PAC 3 is sponsored and managed by its investment manager, i.e. EIAL. Vistra ITCL (India) Limited is the trustee of Special Situation India Trust.
- PAC 3 is a part of EIAL group. EIAL is one of the leading alternative assets management platforms in India managing assets under management of ₹654.60 billion as on September 30, 2025. EIAL operates a diversified, multi-strategy platform, in large, under-tapped and fast-growing alternative asset classes, focusing on providing income and yield solutions to its clients. EIAL’s key business strategies include: (i) real assets and (ii) private credit.
- PAC 3, being a scheme of a trust, does not have any share capital and is not listed on any stock exchanges in India or abroad.
- Since PAC 3 is a scheme to a trust, it does not have any directors. Hence, there are no common directors of PAC 3 and the Target Company.
- As on the date of this DPS, PAC 3 has not been prohibited by SEBI from dealing in securities, in terms of directions issued by SEBI under Section 11B of the SEBI Act or any other regulations made under the SEBI Act.
- Neither PAC 3 nor its investment manager or sponsor have been categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the RBI, in terms of Regulation 2(1)(ze) of the SEBI (SAST) Regulations.
- Neither PAC 3 nor its investment manager or sponsor have been categorized/ declared as a fugitive economic offender under Section 12 of the Fugitive Economic Offenders Act, 2018, in terms of Regulation 2(1)(ja) of the SEBI (SAST) Regulations.
- As on the date of this DPS, PAC 3, its sponsor, its investment manager, trustee company and key investment team of the investment manager do not have any interest in the Target Company, except for the transactions contemplated in the Share Purchase Agreement.
- As on the date of this DPS, PAC 3, its sponsor, its investment manager, trustee company and key investment team of the investment manager, do not hold any Equity Shares or

voting rights in the Target Company. PAC 3 has not acquired any Equity Shares in the Target Company during the period between the date of the PA. i.e., December 15, 2025 and the date of this DPS.

13. The key financial information of PAC 3 as extracted from its limited review unaudited financial statements, as reviewed by its statutory auditor, for the three months period ended June 30, 2025 and based on its audited financial statements for the period October 31, 2024 to March 31, 2025 is as follows:

(₹ in million, except EPS)		
Particulars	For the three months period ended June 30, 2025 (Limited Review)	For the period from October 31, 2024 to March 31, 2025 (Audited) ⁽¹⁾
Total income	23.07	-
Surplus / (Deficit) after tax	1.39	(6.13)
Earnings Per Share (EPS) - Basic and Diluted (₹)	NA	NA
Unitholders' Funds	2,115.52	883.13

Note:

- (1) The key financial information of PAC 3 for the three months period ended June 30, 2025 has been extracted from limited reviewed financial statements and for the period from October 31, 2024 to March 31, 2025 has been extracted from audited financial statements, as applicable. PAC 3 was formed as a Trust on October 30, 2024, under the Indian Trust Act, 1882. As a result, its first audited financials cover the comprehensive period from October 31, 2024 to March 31, 2025.

Source: Certificate dated December 17, 2025 issued by M/s. Dharmesh L Trivedi & Co., Chartered Accountants (Mr. Dharmesh L Trivedi, Proprietor, Membership No. 040961)

E. Details of the Sellers:

1. The details of the Sellers are as follows:

Sr. No.	Name of the Seller	Nature of the entity	Address	Part of Promoter/ Promoter Group of the Target Company (Yes / No)	Name of the group	Name of the stock exchanges where its shares are listed	Details of shares/ voting rights held by the Sellers			
							Pre Transaction ⁽¹⁾		Post Transaction ⁽²⁾	
							Number of Equity Shares	% of paid-up equity share capital of the Target Company	Number of Equity Shares	% of paid-up equity share capital of the Target Company
1.	Sajal Sushikumar Jain	Individual	16B, Navroze, Pali Hill, Bandra West S.O, Mumbai, Maharashtra - 400050	Yes	Not Applicable	Not Applicable	84,55,390	26.35%	Nil	Nil
2.	Saumya Sajal Jain	Individual	16B, Navroze, Pali Hill, Bandra West S.O, Mumbai, Maharashtra - 400050	Yes	Not Applicable	Not Applicable	46,30,810	14.43%	Nil	Nil
3.	Sreelekha Sajal Jain	Individual	16B, Navroze, Pali Hill, Bandra West S.O, Mumbai, Maharashtra - 400050	Yes	Not Applicable	Not Applicable	20,77,020	6.47%	Nil	Nil
4.	Sajal Sushikumar Jain, HUF	Hindu Undivided Family	16B, Navroze, Pali Hill, Bandra West S.O, Mumbai, Maharashtra - 400050	Yes	Not Applicable	Not Applicable	9,05,000	2.82%	Nil	Nil
5.	Pranka Saumya Jain	Individual	16B, Navroze, Pali Hill, Bandra West S.O, Mumbai, Maharashtra - 400050	Yes	Not Applicable	Not Applicable	10	0.00%	Nil	Nil
6.	Shubhra Jain Sivaradjou	Individual	1652 Glider Court, Thousand Oaks, California- 91320, United States of America	Yes	Not Applicable	Not Applicable	2,32,000	0.72%	Nil	Nil

Notes:

- (1) The pre-transaction shareholding percentage of the Sellers is calculated on the basis of the total equity share capital of the Target Company as on the date of the Public Announcement.
- (2) The post-transaction shareholding of the Sellers reflects the shareholding of the Sellers post consummation of the SPA Transaction.
2. As on the date of this DPS, the Sellers have not been prohibited by SEBI from dealing in securities, in terms of the directions issued by SEBI under Section 11B of the SEBI Act or any other regulations made under the SEBI Act.
3. Pursuant to the Open Offer and upon consummation of the Underlying Transaction, the Acquirer shall become the promoter of the Target Company in terms of SEBI (SAST) Regulations, including in accordance with the provisions of the SEBI (LODR) Regulations. Further, upon consummation of the SPA Transaction, each of the Sellers shall cease to hold any Equity Shares of the Target Company and shall cease to be in control of the Target Company and will be declassified from being members of the promoter/ promoter group of the Target Company in accordance with Regulation 31A(10) of the SEBI (LODR) Regulations. As per the SPA, the Acquirer and the PACs shall undertake actions required from the Acquirer and the PACs pursuant to the requirements of applicable law and shall ensure that the Target Company undertakes all actions required to be undertaken by it in terms of applicable law to ensure the declassification of the Sellers as promoter and/ or promoter group of the Target Company on and from consummation of the SPA Transaction.

F. Details of the Target Company*:

*(The disclosures mentioned under this section have been sourced from information published by the Target Company or provided by the Target Company or publicly available sources.)

1. Indo Borax and Chemicals Limited ("Target Company") is a public limited company incorporated under the Companies Act, 1956. The Target Company was incorporated on September 23, 1980 as a private limited company with the name 'Indo Borax and Chemicals Private Limited' by way of certificate of incorporation issued by the Registrar of Companies, Maharashtra. The Target Company was converted from a private limited company into a public limited company and consequently, the name of the Target Company was changed to Indo Borax and Chemicals Limited on May 09, 1991. There has been no change in the name of the Target Company during the last 3 years.
2. The Target Company has its registered office at 302, Link Rose, Linking Road, Santacruz (West), Mumbai – 400054, Maharashtra, India. The contact detail of the Target Company is: Telephone No.: +91-22-26489142/47/48; Fax No.: +91-22-26489143, Email id: info@indoborax.com and the website is: www.indoborax.com. The corporate identification number of the Target Company is L24100MH1980PLC023177.
3. The Equity Shares of the Target Company are listed on BSE (Scrip Code: 524342) and NSE (Symbol: INDOBORAX). The ISIN of the Target Company is INE803D01021. The Target Company was listed on BSE on September 08, 1993 and was listed on NSE on March 29, 2022. The Target Company was delisted from the Calcutta Stock Exchange Limited with effect from November 10, 2025.
4. The Target Company is engaged in the business of manufacturing boric acid and disodium octaborate tetrahydrate, boron oxide and refined boron products from crude and naturally occurring boron ores. The Target Company operates a modern boric acid, DOT and borax plant at Pithampur, Madhya Pradesh. The Target Company has 1 (one) wholly owned subsidiary, Indoborax Infrastructure Private Limited.
5. The Equity Shares of the Target Company are frequently traded in terms of Regulation 2(1) (j) of the SEBI (SAST) Regulations.
6. As on the date of this Detailed Public Statement, the authorised share capital of the Target Company is ₹6,00,00,000.00 (Indian Rupees Six Crores) comprising of 6,00,00,000 (six crore) Equity Shares of face value of ₹ 1.00 (Indian Rupee One) each. The issued and subscribed share capital of the Company is ₹3,22,80,000.00 (Indian Rupees Three Crore Twenty Two Lakhs Eighty Thousand) and paid-up share capital of the Target Company is ₹3,20,90,000.00 (Indian Rupees Three Crore Twenty Lakhs Ninety Thousand) comprising of 3,20,90,000 (three crore twenty lakhs ninety thousand) Equity Shares of face value of ₹1.00 (Indian Rupee One) each.
7. There are no outstanding Equity Shares of the Target Company that have been issued, allotted but not listed on the Stock Exchanges. The Target Company has not issued any depository receipts.
8. The trading of the Equity Shares is currently not suspended on the BSE Limited and the National Stock Exchange of India Limited.
9. As on the date of this Detailed Public Statement, there are no: (i) partly paid-up equity shares; (ii) equity shares carrying differential voting rights; (iii) equity shares which are locked-in; or (iv) outstanding convertible instruments (such as depository receipts, convertible debentures, warrants, options, convertible preference shares or similar instruments) issued by the Target Company which are convertible to Equity Shares at a later stage. As on the date of this Detailed Public Statement, the equity share capital of the Target Company is set out in the table below:

Particulars	Number of Equity Shares	% of equity share capital
Fully paid-up Equity Shares as on the date of this Detailed Public Statement	3,20,90,000	100.00
Partly paid-up Equity Shares as on the date of this Detailed Public Statement	Nil	Nil
ESOPs	Nil	Nil
Other outstanding convertible instruments (such as depository receipts, convertible debentures, warrants, options or convertible preference shares or similar instruments)	Nil	Nil
Voting Share Capital (Total)	3,20,90,000	100.00

10. None of the Equity Shares of the Target Company are currently locked-in.

11. The key financial information of Target Company as extracted from its limited review consolidated financial results for the six months period ended September 30, 2025 and based on its audited consolidated financial statements for the financial years ended March 31, 2025, March 31, 2024 and March 31, 2023 is as follows:

(₹ in million, except EPS)

Particulars	For the six months period ended September 30, 2025 (Limited Review)	For the financial year ended March 31, 2025 (Audited)	For the financial year ended March 31, 2024 (Audited)	For the financial year ended March 31, 2023 (Audited)
Total income	1,180.05	1,908.54	2,030.78	2,322.55
Profit after tax (from continuing operations)	264.66	425.05	389.78	506.94
Earnings Per Share (EPS) - Basic and Diluted (₹)	8.25*	13.25	12.15	15.80
Net Worth	3,608.99	3,354.33	2,934.01	2,550.52

* Not annualized

(Source: Limited reviewed consolidated financial results for the six month period ended on September 30, 2025, and Annual Report for respective financial years, as available on www.bseindia.com)

G. Details of the Open Offer:

1. This Open Offer is a mandatory offer pursuant to and in compliance with the provisions of Regulation 3(1) and Regulation 4 of the SEBI (SAST) Regulations which is being made pursuant to the execution of the Share Purchase Agreement to acquire shares and voting rights in excess of 25.00% (twenty-five point zero zero per cent) of the total paid-up equity share capital of the Target Company by the Acquirer as described in Part II (Background to the Offer) of this DPS. The Acquirer and the PACs pursuant to the SPA have agreed to acquire the Sale Shares, i.e., 1,63,00,230 (one crore sixty three lakhs two hundred and thirty) Equity Shares representing 50.80% (fifty point eight zero per cent) (rounded off to the nearest decimal) of the total paid up equity share capital of the Target Company from the Sellers. Further, upon completion of the Underlying Transaction as described in Part II (Background to the Offer) of this DPS, the Acquirer will acquire: (a) Equity Shares and voting rights in excess of 25.00% (twenty-five point zero zero per cent) of the equity share capital of the Target Company; and (b) sole control over the Target Company. The Public Announcement in connection with the Open Offer under Regulations 3(1) and 4 read together with Regulations 13(1), 14(1) and 15(1) of the SEBI (SAST) Regulations was made on December 15, 2025 with the Stock Exchanges. The Public Announcement was sent to the Target Company at its registered office and SEBI on December 15, 2025 in terms of Regulation 14(2) of the SEBI (SAST) Regulations. Please refer to Part II (Background to the Offer) of this DPS for further information on the Underlying Transaction.
2. The Acquirer along with the PACs (as the 'person acting in concert' with the Acquirer) is making this Open Offer to all the Public Shareholders of the Target Company in terms of Regulation 3(1) and Regulation 4 of the SEBI (SAST) Regulations for the acquisition of up to 83,43,400 (eighty three lakhs forty three thousand and four hundred) Equity Shares representing 26.00% (twenty-six point zero zero per cent) of the Voting Share Capital, at an Offer Price of ₹256.30 (Indian Rupees Two Hundred and Fifty Six point Three Zero only) per Equity Share ("Offer Price"), determined in accordance with the SEBI (SAST) Regulations aggregating to a total cash consideration of up to ₹2,13,84,13,420.00 (Indian Rupees Two Hundred and Thirteen Crores Eighty Four Lakhs Thirteen Thousand Four Hundred and Twenty only) (assuming full acceptance) ("Maximum Consideration"), subject to the terms and conditions mentioned in the Public Announcement, this Detailed Public Statement and to be set out in the Letter of Offer that will be sent to the Public Shareholders in accordance with the applicable provisions of the SEBI (SAST) Regulations. Under the Offer, the Acquirer shall acquire only fully-paid up Equity Shares of the Target Company.
3. The Offer Price has been arrived at in accordance with Regulation 8(1) and Regulation 8(2) of the SEBI (SAST) Regulations. Assuming full acceptance of the Open Offer, the total consideration payable by the Acquirer in accordance with the SEBI (SAST) Regulations will be ₹2,13,84,13,420.00 (Indian Rupees Two Hundred and Thirteen Crores Eighty Four Lakhs Thirteen Thousand Four Hundred and Twenty only).
4. The Offer Price will be paid in cash in accordance with Regulation 9(1)(a) of the SEBI (SAST) Regulations, and subject to the terms and conditions mentioned in the Public Announcement, this Detailed Public Statement and to be set out in the Letter of Offer that will be sent to the Public Shareholders in accordance with the applicable provisions of the SEBI (SAST) Regulations.
5. If the aggregate number of Equity Shares validly tendered in the Open Offer by Public Shareholders is more than the Offer Size, then the Equity Shares validly tendered by Public Shareholders will be accepted by the Acquirer on a proportionate basis, subject to acquisition of a maximum of 83,43,400 (eighty three lakhs forty three thousand and four hundred) Equity Shares, representing 26.00% (twenty-six point zero zero per cent) of the Voting Share Capital, in consultation with the Manager to the Offer.
6. The Acquirer and the PACs have no intention to delist the Target Company pursuant to this Open Offer.
7. This Open Offer is not conditional upon any minimum level of acceptance in terms of Regulation 19(1) of the SEBI (SAST) Regulations.
8. This Open Offer is not a competing offer in terms of Regulation 20 of the SEBI (SAST) Regulations.
9. To the best of the knowledge of the Acquirer and the PACs, as on the date of this DPS, there are no statutory or other approvals required for the consummation of the Underlying Transaction and the acquisition of the Equity Shares that are validly tendered pursuant to the Open Offer. In case any statutory or other approvals become applicable and are required by the Acquirer and/ or the PACs at a later date, before the closure of the Tendering Period, then this Open Offer shall be subject to receipt of such approvals. Where any statutory or other approvals extends to some but not all the Public Shareholders, the Acquirer shall have the option to make payment to such Public Shareholders in respect of whom no statutory or other approvals are required in order to complete this Offer.
10. All Public Shareholders (including resident or non-resident shareholders) must obtain all requisite approvals required, if any, to tender the Equity Shares (including without limitation, the approval from the Reserve Bank of India ("RBI") held by them), in the Open Offer and submit such approvals, along with the other documents required to accept this Open Offer. In the event such approvals are not submitted, the Acquirer reserves the right to reject such Equity Shares tendered in this Open Offer. Further, if the holders of the Equity Shares who are not persons resident in India had required any approvals (including from the RBI or any other regulatory body) in respect of the Equity Shares held by them, they will be required to submit such previous approvals that they would have obtained for holding the Equity Shares, to tender the Equity Shares held by them, along with the other documents required to be tendered to accept this Open Offer. In the event such approvals are not submitted, the Acquirer reserve the right to reject such Equity Shares.
11. In terms of Regulation 23(1) of the SEBI (SAST) Regulations, if, for reasons outside the reasonable control of the Acquirer and PACs: (i) any statutory or other approvals, which may become applicable and are required by the Acquirer and/ or PACs for the consummation of the Underlying Transaction and the acquisition of the Open Offer Shares prior to completion of the Open Offer, are not received or are refused by the relevant statutory or other authorities; or (ii) any of the conditions precedent as specified in the Share Purchase Agreement, each of which are not met for reasons outside the reasonable control of the Acquirer and/or PACs, and the SPA is rescinded, then the Acquirer and the PACs shall have the right to withdraw the Open Offer. In the event of a withdrawal of the Open Offer, the Acquirer and the PACs (through the Manager to the Offer) shall, within 2 (two) Working Days of the withdrawal, make a public announcement of the withdrawal stating the grounds and reasons for the withdrawal in accordance with Regulation 23(2) of the SEBI (SAST) Regulations. Such public announcement for the withdrawal will be made in the same newspapers in which the DPS has been published and will also be sent to the Stock Exchanges, SEBI and the Target Company at its registered office.
12. All Public Shareholders who tender their Equity Shares in this Open Offer shall ensure that the Equity Shares are fully paid up and are clear from all liens, charges and encumbrances. The Equity Shares will be acquired by the Acquirer, subject to such Equity Shares being validly tendered in this Open Offer, free from all liens and together with all the rights attached thereto, including all the rights to dividends, bonuses and right offers declared thereof and in accordance with the terms and conditions set forth in the Public Announcement, this Detailed Public Statement and those which will be set out in the Letter of Offer to be sent to all Public Shareholders in relation to the Offer, and the tendering Public Shareholders shall have obtained all necessary consents required by them to tender the Equity Shares.
13. As per Regulation 38 of the SEBI (LODR) Regulations read with Rules 19(2) and 19A of the SCRR, the Target Company is required to maintain at least 25.00% (twenty-five point zero zero per cent) public shareholding as determined in accordance with SCRR, on a continuous basis for listing. If, as a result of the acquisition of Equity Shares pursuant to the SPA Transaction and the Open Offer, the public shareholding in the Target Company falls below the minimum level required as per Rule 19A of the SCRR, the Acquirer shall ensure that the Target Company satisfies the minimum public shareholding set out in Rule 19A of the SCRR in compliance with applicable laws.
14. As of the date of this Detailed Public Statement, the Acquirer do not intend to dispose of or otherwise encumber any material assets of the Target Company or its subsidiary for a period of 2 (two) years from the Offer Period of this Open Offer, except in consultation with the board of directors: (i) in the ordinary course of business (including for the disposal of assets and creating encumbrances in accordance with the business requirements); or (ii) with the prior approval of the shareholders of the Target Company in accordance with the proviso to Regulation 25(2) of the SEBI (SAST) Regulations; or (iii) to the extent required for the purpose of streamlining/ restructuring of the operations, assets, liabilities and/ or the business of the Target Company including rationalization of assets, investments, liabilities,

if any through arrangement/ reconstruction, restructuring, merger, demerger and/ or sale of assets or undertakings, at a later date; or (iv) in accordance with the prior decision of the Board; or (v) on account of regulatory approvals or conditions or compliance with any law that is binding on or applicable to the operations of the Target Company or its subsidiary. Notwithstanding the foregoing, pursuant to the approval of the audit committee and Board dated July 21, 2025 and the shareholders of the Target Company on August 26, 2025 by way of a postal ballot, the Target Company has entered into a framework agreement dated December 13, 2025 in respect of sale and transfer of certain identified assets (the "Identified Assets Transaction"), and performance by the Target Company of its obligations in relation to the Identified Assets Transaction shall not be restricted or hindered or impeded thereunder by anything set out herein.

15. The Manager to the Open Offer does not hold any Equity Shares of the Target Company. The Manager to the Open Offer undertakes that it shall not deal, on its own account, in the Equity Shares of the Target Company during the Offer Period.

II. BACKGROUND TO THE OFFER

1. This Open Offer is a mandatory offer being made by the Acquirer along with the PACs (as the 'persons acting in concert' with the Acquirer) to the Public Shareholders in compliance with Regulation 3(1) and Regulation 4 of the SEBI (SAST) Regulations, pursuant to substantial acquisition of shares, voting rights, and control over the Target Company by the Acquirer on account of execution of the Share Purchase Agreement. Upon completion of the Underlying Transaction, the Acquirer will acquire: (i) Equity Shares and voting rights in excess of 25.00% (twenty-five point zero zero per cent) of the equity share capital of the Target Company; and (ii) sole control over the Target Company.
2. The Offer Price shall be payable in cash in accordance with Regulation 9(1)(a) of the SEBI (SAST) Regulations, and subject to the terms and conditions set out in this DPS and the Letter of Offer.
3. The Acquirer and the PACs have entered into a Share Purchase Agreement dated December 15, 2025 with the Sellers ("SPA"), pursuant to which the Acquirer and the PACs have agreed to acquire in aggregate the Sale Shares, i.e., 1,63,00,230 (one crore sixty three lakhs two hundred and thirty) Equity Shares representing 50.80% (fifty point eight zero per cent) (rounded off to the nearest decimal) of the total paid up equity share capital of the Target Company wherein: (a) the Acquirer has agreed to acquire 98,82,230 (ninety eight lakhs eighty two thousand two hundred and thirty) Equity Shares representing 30.80% (thirty point eight zero per cent) (rounded off to the nearest decimal) of the total paid up equity share capital of the Target Company; and (b) the PAC 1 has agreed to acquire 23,87,496 (twenty three lakhs eighty seven thousand four hundred and ninety six) Equity Shares representing 7.44% (seven point four four per cent) of the total paid up equity share capital of the Target Company; (c) the PAC 2 has agreed to acquire 24,26,004 (twenty four lakhs twenty six thousand and four) Equity Shares representing 7.56% (seven point five six per cent) of the total paid up equity share capital of the Target Company; and (d) the PAC 3 has agreed to acquire 16,04,500 (sixteen lakhs four thousand and five hundred) Equity Shares representing 5.00% (five point zero zero per cent) of the total paid up equity share capital of the Target Company, from the relevant Sellers at a price of ₹256.30 (Indian Rupees Two Hundred and Fifty Six point Three Zero only) per Equity Share ("SPA Price"), for an aggregate consideration of ₹417,77,48,949.00 (Indian Rupees Four Hundred and Seventeen Crores Seventy Seven Lakhs Forty Eight Thousand Nine Hundred and Forty Nine only), subject to and in accordance with the terms and conditions set out in the SPA. The SPA also sets forth the terms and conditions agreed between the Acquirer, the PACs and the Sellers, and their respective rights and obligations. The acquisition and sale of Sale Shares under the SPA ("SPA Transaction") is *inter alia* subject to satisfaction or waiver or deferral of the conditions precedent contained in the SPA. Neither the Acquirer nor the PACs or their directors or investment manager (as applicable) hold any Equity Shares or voting rights in the Target Company as of the date of this Detailed Public Statement. The Acquirer and the PACs have not acquired any Equity Shares during the period between the date of the PA. i.e., December 15, 2025, and the date of this Detailed Public Statement.
4. The Acquirer has also entered into a limited purpose agreement ("Limited Purpose Agreement") dated December 15, 2025 with PAC 1, PAC 2 and PAC 3 (together "PACs"), whereby the Acquirer and the PACs have *inter alia* agreed that upon acquisition of the relevant Sale Shares, the Acquirer shall exercise sole control over the Target Company and will become and be classified as the 'promoter' of the Target Company in accordance with applicable laws i.e., the SEBI (SAST) Regulations and the SEBI (LODR) Regulations. The PACs have been disclosed as persons acting in concert with the Acquirer for the purpose of the Open Offer owing to them being a party to the SPA and acquiring their respective portion of the Sale Shares in accordance with the SPA. The PACs have been designated as a person acting in concert only for the purposes of this Open Offer, as (a) they are providing financial assistance to Acquirer as a lender/ investor pursuant to the Financing Agreements to ensure that Acquirer has adequate and firm financial resources for purchase of the Acquirer's portion of the Sale Shares and to fulfil its obligations under the Open Offer; and (b) they share a common objective with the Acquirer of acquiring the Sale Shares under the SPA. However, the PACs do not have any common or shared objective or purpose with the Acquirer relating to exercise of control over the Target Company. Further, the PACs are not related to the Acquirer, either directly or indirectly, as per the requirements of applicable laws including but not limited to SEBI (SAST) Regulations and SEBI (LODR) Regulations, and there is no arrangement / agreement between PACs and Acquirer other than under the SPA, the Limited Purpose Agreement and the Financing Agreements. Accordingly, the PACs will not exercise any control over the Target Company and would be persons acting in concert with the Acquirer for the limited purpose of the SPA and this Open Offer and will not be classified as 'promoter' or part of the 'promoter group' of the Target Company pursuant to the Open Offer. The SPA Transaction and the transaction contemplated under the Limited Purpose Agreement are hereinafter, collectively, referred to as the "Underlying Transaction".
5. The Acquirer and the PACs have also entered into the Financing Agreements, pursuant to which the PACs have jointly subscribed to (i) 39,000 (thirty nine thousand) secured, senior, unlisted, unrated, redeemable non-convertible debentures of face value of ₹1,00,000.00 (Indian Rupees One Lakh only) each issued at par, in one tranche, for an aggregate consideration of ₹3,90,00,00,000.00 (Indian Rupees Three Hundred and Ninety Crores only); and (ii) 7,50,00,000 (seven crores and fifty lakhs) fully paid up compulsorily convertible preference shares each with a face value of ₹ 10.00 (Indian Rupees Ten only) for an aggregate consideration of ₹ 75,00,00,000.00 (Indian Rupees Seventy Five Crores only) in the Acquirer. The Acquirer and PACs have mutually agreed to certain rights and obligations applicable to each party under the Debenture Trust Deed that are customary in the capacity of a lender and borrower. Under the Debenture Trust Deed, the debentures are secured by (a) a first ranking exclusive pledge of up to 99.90% (ninety nine point nine zero per cent) of the equity shareholding of the Acquirer; (b) a first ranking exclusive pledge over 100.00% (one hundred point zero zero per cent) of the equity shareholding of the Target Company to be held by the Acquirer; and (c) a first exclusive charge over all present and future assets of the Acquirer.
6. Pursuant to the SPA and as the intent of the Acquirer is to acquire and exercise sole control over the Target Company by acquisition of voting rights in excess of 25.00% (twenty five point zero zero per cent) of the Voting Share Capital, this Open Offer is being made under Regulation 3(1) and 4 of the SEBI (SAST) Regulations. Pursuant to the Open Offer and upon consummation of the Underlying Transaction, the Acquirer will acquire and exercise sole control over the Target Company and therefore become and be classified as the 'promoter' of the Target Company in accordance with provisions of the SEBI (SAST) Regulations and the SEBI (LODR) Regulations. Further, upon the consummation of the SPA Transaction, each of the Sellers shall cease to hold any Equity Shares of the Target Company and shall cease to be in control of the Target Company and will be declassified from being members of the promoter/ promoter group of the Target Company in accordance with Regulation 31A(10) of the SEBI (LODR) Regulations.
7. **Objective of the Acquirer for undertaking the Underlying Transaction:** The primary objective of the Acquirer for this Offer is substantial acquisition of Equity Shares and sole control over the Target Company, with a view to enter the sector of manufacturing and selling boron products. Following the completion of the Open Offer, the Acquirer intends to support the management and employees of the Target Company in their efforts towards the sustained growth of the Target Company. The Acquirer proposes to continue with the existing business activities of the Target Company.
8. The salient features of the SPA are as follows:
- (i) The SPA sets forth the terms and conditions agreed between the Acquirer, the PACs and the Sellers and their respective rights and obligations with respect to the SPA Transaction. Subject to satisfaction or waiver or deferral of conditions precedent under the SPA, the Sellers shall transfer and the Acquirer and PACs shall acquire relevant Sale Shares at the sale price of ₹256.30 (Indian Rupees Two Hundred and Fifty Six point Three Zero only) per Sale Share ("Sale Price") for an aggregate consideration of ₹4,17,77,48,949.00 (Indian Rupees Four Hundred and Seventeen Crores Seventy Seven Lakhs Forty Eight Thousand Nine Hundred and Forty Nine only) ("Purchase Consideration").
- (ii) Pursuant to the SPA, Acquirer, the PACs and the Sellers have also entered into the Transaction Escrow Agreement with the Kotak Mahindra Bank Limited for the purpose of the SPA Transaction.
- (iii) The acquisition of the Sale Shares by the Acquirer and PACs from the Sellers is conditional upon the warranties provided by the Sellers being true and correct in all material respects as on the date of completion of the SPA Transaction.
- (iv) Until the earlier of Closing or termination of the SPA, the Sellers are subject to customary standstill covenants and shall exercise their voting rights to ensure that the Target Company *inter alia* does not: (A) create, amend or release, any encumbrances over assets owned by the Target Company; (B) avail any new fund based facility, new non-fund based facility, or create any indebtedness; (C) create, allot, issue, grant any option over or other right to subscribe to or redeem, buy back, sub-divide, consolidate, convert, cancel, restrict or alter any rights attaching to any share capital; (D) effect any scheme of merger, amalgamation or arrangement or effect a reorganization of the share capital of the Target Company; (E) dispose the business of the Target Company or its substantial part thereof as specified; (F) amend its charter documents or change its name, other than to give effect to the SPA; and (G) set up or incorporate any subsidiaries. These standstill covenants are not applicable in respect of certain identified exceptions as set out in the SPA which include actions to be taken by the Company in connection with the Identified Assets Transaction.

(v) The SPA also contains other customary representations and warranties (backed by indemnities customary to transactions of this nature) from the Sellers including the following: (i) the Sellers have the capacity to enter into the SPA and all other documents and instruments required to be executed pursuant to the SPA and to perform their obligations under the SPA; and (B) the SPA has been duly executed and delivered by the Sellers and constitutes valid and binding obligations of the Sellers enforceable, subject to applicable laws, against the Sellers in accordance with its terms.

(vi) Subject to the provisions set out in the SPA, the Closing shall occur by way of an off-market transfer in accordance with Regulation 22(2) of the SEBI (SAST) Regulations. As on the date of this DPS, the Acquirer has deposited the Maximum Consideration in the Open Offer Escrow Account and further details in this regard are set out in paragraph V (Financial Arrangements) of this DPS. On the date of Closing, Seller 1 and Mr. Govind Ramlal Parmar shall resign from the board of directors of the Target Company including any committees thereof.

(vii)On and from the date of Closing, each of the Sellers shall cease to be in control of the Target Company and will be declassified from being members of the promoter/ promoter group of the Target Company in accordance with Regulation 31A(10) of the SEBI (LODR) Regulations. The Acquirer and the PACs shall undertake actions required from the Acquirer and the PACs pursuant to the requirements of applicable law and shall ensure that the Target Company undertakes all actions required to be undertaken by it in terms of applicable law to ensure the declassification of the Sellers as promoter and/ or promoter group of the Target Company on and from date of Closing.

(viii)The Sellers have also agreed to certain customary non-compete and non-solicit restrictions under the SPA for an identified period. No separate consideration is payable to the Sellers for such non-compete and non-solicit undertaking.

(ix) The SPA may be terminated prior to Closing *inter alia* in the following circumstances: (A) with the mutual consent of the Acquirer & PACs and the Sellers in writing; (B) by the Acquirer and PACs, if any of the warranties provided by the Sellers are untrue or incorrect as on the date of Closing; (C) by the Sellers, if any of the Acquirer and PACs warranties are untrue or incorrect as on the date of Closing; (D) by the Acquirer and PACs, upon breach by the Sellers of identified obligations in a manner set out in the SPA; (E) by the Sellers, upon breach by the Acquirer and PACs of their identified obligations in a manner set out in the SPA; and (F) by the Acquirer and PACs, where disclosures in the updated disclosure letter delivered on the date of Closing result in claims exceeding an agreed threshold.

9. The Limited Purpose Agreement, inter alia, provides for the following clauses:
The Limited Purpose Agreement sets forth the terms and conditions governing the inter se rights and obligations of the Acquirer and the PACs including cooperation in relation to acquisition of the Sale Shares including *inter alia*:

(a) The PACs have been disclosed as persons acting in concert with the Acquirer for the purpose of the Open Offer owing to them being parties to the SPA and acquiring their respective portion of the Sale Shares in accordance with the SPA. The PACs have been designated as persons acting in concert only for the purposes of the Open Offer, as: (A) they are providing financial assistance to the Acquirer as a lender/ investor pursuant to the Financing Agreements to ensure that Acquirer has adequate and firm financial resources for purchase of the Acquirer's portion of the Sale Shares and to fulfil its obligations under the Open Offer; and (B) they share a common objective with the Acquirer of acquiring the Sale Shares under the SPA. However, the PACs do not have any common or shared objective or purpose with the Acquirer relating to exercise of control over the Target Company;

(b) Upon the purchase of the Sale Shares in accordance with the SPA, the Acquirer shall acquire sole control of the Target Company and shall be classified as the promoter of the Target Company in accordance with applicable law;

(c) The PACs are not related to the Acquirer, either directly or indirectly, as per the requirements of applicable law including but not limited to the SEBI (SAST) Regulations and the SEBI (LODR) Regulations, and there is no arrangement/ agreement between the PACs and the Acquirer other than under the SPA, the Limited Purpose Agreement and the Financing Agreements. The PACs will not exercise any control over the Target Company and would be persons acting in concert with the Acquirer for the limited purpose of the SPA and the Open Offer. Further, the PACs are not related to any of the existing promoters of the Target Company, as per the requirements of applicable law including but not limited to the SEBI (SAST) Regulations and the SEBI (LODR) Regulations. Accordingly, the PACs will not be classified as a promoter or part of the promoter group of the Target Company pursuant to the Open Offer;

(d) Subject to applicable law, the PACs shall have no liability, obligation or responsibility in relation to the Open Offer;

(e) The PACs will not acquire any Equity Share of the Target Company in the Open Offer;

(f) Each of the PACs shall, at all times, be considered as persons acting in concert with the Acquirer for the purposes of the Open Offer and the SPA;

(g) Subject to applicable law, none of the PACs shall be deemed to be a promoter of the Target Company and none of the PACs shall be identified by the Acquirer as being a promoter of the Target Company for any reason whatsoever, including, in any filing made by the Target Company with any governmental authority/ stock exchanges and the Equity Shares held by the PACs shall not be subject to any restriction (including that of lock-in or other restrictions) which are applicable to a promoter under any applicable law; and

(h) Each of the PACs confirm and agrees that it shall not, directly or indirectly, either: (A) in its individual capacity; or (B) through its affiliates exercise any control over the Target Company.

(g) The Limited Purpose Agreement may be terminated *inter alia* by mutual written agreement between the parties or automatically, upon termination of the SPA or upon breach of the obligation set out in paragraph 11(b) above by any of the PACs. Further, if any of the party ceases to hold Equity Shares of the Target Company acquired through the SPA, the Limited Purpose Agreement will stand terminated in regard to such party alone but remain in effect for the other parties.

10. The Financing Agreements contain, inter alia, the following salient provisions:

10.1.The salient features of the Debenture Trust Deed are as follows:

(a) **Quantum:** The Acquirer has issued 39,000 (thirty-nine thousand) secured, senior, unlisted, unrated, redeemable, non-convertible debentures (“**NCDs**”) of face value of ₹1,00,000.00 (Indian Rupees One Lakh only) each issued at par, in one tranche, aggregating up to ₹390,00,00,000.00 (Indian Rupees Three Hundred and Ninety Crores only) to the PACs.

(b) **Term:** The final maturity date of the NCDs is September 30, 2030 at which point the NCDs will be redeemed in full.

(c) **Use of proceeds:** Proceeds from the NCDs are to be used by the Acquirer only for (A) acquisition of 30.80% (thirty point eight zero per cent) (rounded off to the nearest decimal) of the share capital of the Target Company on a fully diluted basis from the Sellers; and (B) acquisition of Equity Shares tendered pursuant to the Open Offer.

(d) **Security:** The NCDs are secured by (A) a first ranking exclusive pledge of up to 99.90% (ninety nine point nine zero per cent) of the equity shareholding of the Acquirer; (B) a first ranking exclusive pledge over 100.00% (one hundred point zero zero per cent) of the Equity Shares of the Target Company to be held by the Acquirer; and (C) a first exclusive charge over all present and future assets of the Acquirer.

(e) **Transferability:** The NCDs are freely transferable by the PACs.

10.2.The salient features of the Subscription Agreement are as follows:

(a) **Quantum:** The Acquirer has issued 7,50,00,000 (seven crores fifty lakhs) fully paid up compulsorily convertible preference shares (“**CCPS**”), each with a face value of ₹10.00 (Indian Rupees Ten only) to the PACs for a total amount of ₹75,00,00,000.00 (Indian Rupees Seventy Five Crores only).

(b) **Term:** The term of each CCPS shall commence from the date of allotment and expire on September 30, 2032.

(c) **Conversion:** Upon the expiry of the term, the CCPS shall convert to such number of equity shares as which will entitle the PACs to 2.50% (two point five zero per cent) of the equity shareholding of the Acquirer on a fully diluted basis.

(d) **Seniority:** The CCPS rank senior and superior to the equity shares of the Acquirer currently issued with respect to dividend distribution and repayment, in case of a winding up or repayment of capital. Upon conversion, the converted shares will rank with the other equity shares in all respects.

(e) **Dividend:** From the date of issuance of the CCPS, out of the profits of the Acquirer available for distribution, the PACs as the holder of the CCPS shall be entitled in priority to any payment of dividend to the holders of any other class of shares to be paid in respect of each Financial Year.

(f) **Transferability:** The CCPS are freely transferable by the CCPS holders.

III. SHAREHOLDING AND ACQUISITION DETAILS

1. The current and proposed shareholding of the Acquirer and the PACs in the Target Company and the details of their acquisition are as follows:

Details	Acquirer ⁽¹⁾		PAC 1 ⁽¹⁾		PAC 2 ⁽¹⁾		PAC 3 ⁽¹⁾	
	No. of Equity Shares	% of Voting Share Capital ⁽⁶⁾	No. of Equity Shares	% of Voting Share Capital ⁽⁶⁾	No. of Equity Shares	% of Voting Share Capital ⁽⁶⁾	No. of Equity Shares	% of Voting Share Capital ⁽⁶⁾
Shareholding as on the PA date.	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Shares acquired between the PA date and this DPS date.	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Details	Acquirer ⁽¹⁾		PAC 1 ⁽¹⁾		PAC 2 ⁽¹⁾		PAC 3 ⁽¹⁾	
	No. of Equity Shares	% of Voting Share Capital ⁽⁶⁾	No. of Equity Shares	% of Voting Share Capital ⁽⁶⁾	No. of Equity Shares	% of Voting Share Capital ⁽⁶⁾	No. of Equity Shares	% of Voting Share Capital ⁽⁶⁾
Post Offer shareholding on fully diluted basis as of 10 th Working Day after closing of Tendering Period (assuming no Equity Shares tendered in the Open Offer).	98,82,230 ⁽²⁾	30.80 (rounded off to the nearest decimal)	23,87,496 ⁽²⁾	7.44	24,26,004 ⁽²⁾	7.56	16,04,500 ⁽²⁾	5.00
Post Offer shareholding on fully diluted basis as of 10 th Working Day after closing of Tendering Period (assuming the entire 26% is tendered in the Open Offer) ⁽⁶⁾ .	182,25,630 ⁽³⁾	56.80 ⁽³⁾⁽⁶⁾ (rounded off to the nearest decimal)	23,87,496 ⁽⁴⁾	7.44 ⁽⁴⁾	24,26,004 ⁽⁴⁾	7.56 ⁽⁴⁾	16,04,500 ⁽⁴⁾	5.00 ⁽⁴⁾

Notes:

(1) No other persons are acting in concert with the Acquirer and/ or the PACs for the purposes of this Open Offer. While persons may be deemed to be acting in concert with the Acquirer and/ or PACs in terms of Regulation 2(1)(q)(2) of the SEBI (SAST) Regulations (“**Deemed PACs**”), however, such Deemed PACs are not acting in concert with the Acquirer and/ or PACs for the purposes of this Open Offer, within the meaning of Regulation 2(1)(q)(1) of the SEBI (SAST) Regulations.

(2) Assuming that the Acquirer has acquired 98,82,230 Equity Shares, PAC 1 has acquired 23,87,496 Equity Shares, PAC 2 has acquired 24,26,004 Equity Shares and PAC 3 has acquired 16,04,500 Equity Shares from the Sellers pursuant to the SPA Transaction.

(3) In case of full acceptance in the Open Offer and based on the Voting Share Capital as of the date of the Public Announcement, the Acquirer will: (i) acquire 98,82,230 Equity Shares of the Target Company from the Sellers constituting 30.80% (rounded off to the nearest decimal) of the total equity share capital of the Target Company pursuant to the SPA and (ii) acquire 83,43,400 Equity Shares of the Target Company from the Public Shareholders, constituting 26.00% of the Voting Share Capital of the Target Company.

(4) The PACs will not acquire any Equity Shares of the Target Company in the Open Offer.

(5) As per Regulation 38 of the SEBI (LODR) Regulations read with Rule 19A of the Securities Contracts (Regulation) Rules, 1957, as amended (“**SCRR**”), the Target Company is required to maintain at least 25% (twenty-five per cent) public shareholding, as determined in accordance with the SCRR, on a continuous basis for listing. If as a result of acquisition of Equity Shares pursuant to the SPA Transaction and/ or the Open Offer, the public shareholding in the Target Company falls below the minimum public shareholding requirement as per SCRR and the SEBI (LODR) Regulations, then the Acquirer will take necessary steps to bring down their shareholding in order to ensure that the Target Company satisfies the minimum public shareholding requirements, within the time prescribed under applicable law.

(6) Assuming that there are no changes between the current total paid up equity share capital of the Target Company and the Voting Share Capital.

2. Other than the Acquirer and the PACs' proposed acquisition collectively totaling to 50.80% (fifty point eight zero per cent) (rounded off to the nearest decimal) of the total equity share capital of the Target Company, pursuant to Closing, the Acquirer, the PACs and their respective directors or investment managers (as applicable) do not have any shareholding in the Target Company as on the date of this Detailed Public Statement.

IV. OFFER PRICE

1. The Equity Shares of the Target Company are listed on the BSE Limited (Scrip Code: 524342) and the National Stock Exchange of India Limited (Symbol: INDOBORAX). The ISIN of the Target Company is INE803D01021.

2. The trading turnover in the Equity Shares based on the trading volumes during the 12 (twelve) calendar months prior to the calendar month in which the PA is made, i.e., December 1, 2024 to November 30, 2025 (“**Relevant Period**”) is as under:

Stock Exchange	Total No. of Equity Shares of the Target Company traded during the Relevant Period (A)	Total No. of Equity Shares of the Target Company during the Relevant Period (B)	Traded turnover % (A/B)
BSE	26,71,576	3,20,90,000	8.33%
NSE	2,38,94,852	3,20,90,000	74.46%

Source: Certificate dated December 15, 2025 issued by M/s. A Nair & Associates, Chartered Accountants (Mr. Akshay Nair, Proprietor, Membership No. 170201).

3. Based on the above, in terms of Regulation 2(1)(i) of the SEBI (SAST) Regulations, the Equity Shares of the Target Company are frequently traded on the National Stock Exchange of India Limited, being the stock exchange where the maximum volume of trading in the shares of the Target Company has been recorded.

4. The Offer Price of ₹256.30 (Indian Rupees Two Hundred and Fifty Six point Three Zero only) per Equity Share is justified in terms of Regulation 8(2) of the SEBI (SAST) Regulations, being the highest of:

Sr. No.	Particulars	Price (₹ per Equity Share)
A	The highest negotiated price per Equity Share of the Target Company for any acquisition under the agreement attracting the obligation to make a PA of this Open Offer i.e., the price per Equity Share under the Share Purchase Agreement	₹256.30
B	The volume weighted average price paid or payable per Equity Share for acquisition, whether by the Acquirer or the PACs during the fifty-two weeks immediately preceding the date of the PA i.e. December 15, 2025.	Not Applicable ⁽¹⁾
C	The highest price paid or payable per Equity Share, whether for any acquisition by the Acquirer or the PACs during the twenty-six weeks immediately preceding the date of the PA i.e. December 15, 2025.	Not Applicable ⁽¹⁾
D	The volume weighted average market price of Equity Shares for a period of sixty trading days immediately preceding the date of the PA as traded on the stock exchange where the maximum volume of trading in the Equity Shares of the Target Company is recorded during the Relevant Period and such Equity Shares being frequently traded.	₹253.23
E	Where the Equity Shares are not frequently traded, the price determined by the Acquirer and the Manager to the Offer taking into account valuation parameters including, book value, comparable trading multiples, and such other parameters as are customary for valuation of shares of such companies; and	Not Applicable ⁽²⁾
F	The per Equity Share value computed under regulation 8(5) of the SEBI (SAST) Regulations, if applicable	Not Applicable ⁽³⁾

(1) Neither the Acquirer nor any of the PACs has acquired any Equity Shares of the Target Company during the fifty-two weeks or twenty-six weeks immediately preceding the date of the PA.

(2) The Equity Shares of the Target Company are frequently traded.

(3) This is not an indirect acquisition.

Source: Certificate dated December 15, 2025 issued by M/s. A Nair & Associates, Chartered Accountants (Mr. Akshay Nair, Proprietor, Membership No. 170201).

5. In view of the parameters considered and presented in the table in paragraph 4 above, the minimum offer price per Equity Share, under Regulation 8(2) of the SEBI (SAST) Regulations, is the highest of item numbers A to F above i.e. ₹256.30 (Indian Rupees Two Hundred and Fifty Six point Three Zero only) per Equity Share, and the same has been certified by M/s. A Nair & Associates, Chartered Accountants (Mr. Akshay Nair, Proprietor, Membership No. 170201) by way of a certificate dated December 15, 2025. Based on above, in the opinion of the Acquirer, the PACs and Manager to the Offer, the Offer Price of ₹ 256.30 (Indian Rupees Two Hundred and Fifty Six point Three Zero only) per Equity Share is justified in terms of Regulation 8(2) of the SEBI (SAST) Regulations.

6. Further, pursuant to Regulation 8(17) of the SEBI (SAST) Regulations, there has been no confirmation for any reported event or information provided by the Target Company due to any material price movement as per the framework specified under Regulation 30(11) of the SEBI (LODR) Regulations and thus no exclusion or adjustment has been made for determination of Offer Price under the SEBI (SAST) Regulations.

7. As per Regulation 8(9) of the SEBI (SAST) Regulations, since the date of the Public Announcement and as on the date of this Detailed Public Statement, there have been no corporate actions by the Target Company warranting adjustment of any of the relevant price parameters under Regulation 8(9) of the SEBI (SAST) Regulations. The Acquirer and/or PACs in consultation with the Manager to the Open Offer have the option to make an adjustment to the Offer Price in event of any corporate actions(s) such as issuances pursuant to rights issue, bonus issue, stock consolidations, stock splits, payment of dividend, demergers, reduction of capital etc., where the record date for effecting such corporate actions(s) falls prior to the 3 (third) Working Day before the commencement of the Tendering Period.

8. As on date of this Detailed Public Statement, there is no revision in Offer Price or Offer Size. In case of any upward revision in the Offer Price or Offer Size, the Acquirer and/or PACs shall comply with Regulation 18(4) and Regulation 18(5) of the SEBI (SAST) Regulations and other applicable provisions of the SEBI (SAST) Regulations.

9. In terms of Regulation 18(4) and Regulation 18(5) of the SEBI (SAST) Regulations, the Offer Price or the Offer Size may be revised, on account of competing offers or otherwise, at any time prior to the commencement of the last 1 (one) Working Day before the commencement of the Tendering Period. In the event of such revision: (a) the Acquirer 'shall make corresponding increase to the Escrow Amount; (b) make a public announcement in the same newspapers in which this Detailed Public Statement was published; and (c) simultaneously with the issue of such public announcement, inform SEBI, the Stock Exchanges and the Target Company at its registered office of such revision.

10. In the event of acquisition of the Equity Shares by the Acquirer and/ or the PACs during the Offer Period, whether by subscription or purchase, at a price higher than the Offer Price per Equity Share, the Offer Price will be revised upwards to be equal to or more than the highest price paid for such acquisition in terms of Regulation 8(8) of the SEBI (SAST) Regulations. In the event of such revision, the Acquirer shall: (i) make corresponding increase to the Escrow Amount; (ii) make a public announcement in the same newspapers in which this Detailed Public Statement was published; and (iii) simultaneously with the issue of such public announcement, inform SEBI, the Stock Exchanges, and the Target Company at its registered office of such revision. However, the Acquirer and/ or the PACs shall not acquire any Equity Shares after the 3rd (third) Working Day prior to the commencement of the Tendering Period and until the expiry of the Tendering Period.

11. If the Acquirer and/ or the PACs acquire Equity Shares of the Target Company during the period of 26 (twenty-six) weeks after the closure of the Tendering Period at a price higher than the Offer Price per Equity Share, then the Acquirer shall pay the difference between the highest acquisition price and the Offer Price, to all the Public Shareholders whose Offer Shares have been accepted in the Open Offer within 60 (sixty) days from the date of such acquisition. However, no such difference shall be paid in the event that such acquisition is made under another open offer under the SEBI (SAST) Regulations, or SEBI (Delisting of Equity Shares) Regulations, 2021, as amended, or open market purchases made in the ordinary course on the Stock Exchanges, not being a negotiated acquisition of the Equity Shares of the Target Company in any form.

V. FINANCIAL ARRANGEMENTS

1. The total consideration for acquisition of 83,43,400 (eighty three lakhs forty three thousand and four hundred) fully paid-up Equity Shares at the Offer Price of ₹256.30 (Indian Rupees Two Hundred and Fifty Six point Three Zero only) per Equity Share, assuming full acceptance of the Open Offer, is ₹2,13,84,13,420.00 (Indian Rupees Two Hundred and Thirteen Crores Eighty Four Lakhs Thirteen Thousand Four Hundred and Twenty only).

2. The Acquirer has entered into a firm funding arrangement with the PACs *vide*: (a) the debenture trust deed dated October 31, 2023 executed between the Acquirer and Catalyst Trusteeship Limited in its capacity as debenture trustee, *vide* which the Acquirer has issued 39,000 (thirty nine thousand) secured, senior, unlisted, unrated, redeemable, non-convertible debentures of face value of ₹1,00,000.00 (Indian Rupees One Lakh only) each, issued at par, in one tranche, aggregating to ₹3,90,00,00,000.00 (Indian Rupees Three Hundred and Ninety Crores only); and (b) the subscription agreement dated November 03, 2025 executed between the Acquirer and the PACs, *vide* which the Acquirer has issued 7,50,00,000 (seven crores and fifty lakhs) fully paid up compulsorily convertible preference shares, each with a face value of ₹10.00 (Indian Rupees Ten only) for an aggregate consideration of ₹75,00,00,000.00 (Indian Rupees Seventy Five Crores only) (collectively, the “**Financing Agreements**”) to finance: (i) purchase of the Acquirer's portion of the Sale Shares under the SPA; and (ii) the Open Offer.

3. The Acquirer has also allotted 4,00,00,000 (four crore) equity shares by way of rights issue to its existing shareholders, who have agreed to subscribe to the aforesaid issuance, aggregating to an amount of ₹40,00,00,000.00 (Indian Rupees Forty Crores only), a portion of which has been earmarked for utilization by the Acquirer towards fulfilling its obligations under the Open Offer.

4. Further, in accordance with Regulation 17 of the SEBI (SAST) Regulations, the Acquirer, the Manager and Kotak Mahindra Bank Limited have entered into an escrow agreement with Kotak Mahindra Bank Limited, having its registered office located at 27BKC, Plot No. C-27, G Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051, Maharashtra, India and acting through its branch at Kotak Mahindra Bank Ltd, Ground Floor Sco-16, Sector 14, Gurgaon, Haryana – 122001, India (the “**Escrow Agent**”) on December 15, 2025 (the “**Open Offer Escrow Agreement**”). Pursuant to the Open Offer Escrow Agreement, the Acquirer has opened an escrow account in the name and title of “ZCPL – OPEN OFFER ESCROW ACCOUNT” bearing account number: 9049919915 (“**Open Offer Escrow Account**”) and has made a cash deposit in such Open Offer Escrow Account of an amount of ₹2,13,84,13,420.00 (Indian Rupees Two Hundred and Thirteen Crores Eighty Four Lakhs Thirteen Thousand Four Hundred and Twenty only) (“**Escrow Amount**”) in accordance with the Regulation 17(1) and 17(3)(a) of the SEBI (SAST) Regulations. The amount deposited in the Open Offer Escrow Account is equivalent to the Maximum Consideration and is in compliance with the requirements of Regulation 17 of the SEBI (SAST) Regulations. The cash deposited by the Acquirer in the Open Offer Escrow Account on December 17, 2025 has been confirmed by the Escrow Agent by way of a confirmation letter dated December 18, 2025.

5. Based on the same, the Acquirer has confirmed that it has adequate financial resources to meet the obligations under the Open Offer and has made firm financial arrangements for implementation of the Offer, in terms of Regulation 25(1) of the SEBI (SAST) Regulations, 2011.

6. The Acquirer has authorized the Manager to the Offer to operate and realize the value of the Open Offer Escrow Account as per the provisions of the SEBI (SAST) Regulations.

7. The Acquirer shall be solely acquiring the Equity Shares tendered in this Open Offer.

8. After considering the aforementioned, M/s. A Nair & Associates, Chartered Accountants (Mr. Akshay Nair, Proprietor, Membership No. 170201, Firm Registration No.: 142227WV), having office at B/48, Gurudev Apartments, Chembur Naka, Chembur, Mumbai - 400071, by way of certificate December 15, 2025, has certified that firm arrangements for funds have been made by the Acquirer for fulfilling its obligations under the Open Offer in accordance with the SEBI (SAST) Regulations.

9. Based on the above, the Manager to the Offer is satisfied about the following: (i) the adequacy of resources to meet the financial requirements of the Open Offer and the ability of the Acquirer to implement the Open Offer in accordance with SEBI (SAST) Regulations; and (ii) that firm financial arrangements for the payments through verifiable means are in place to fulfil the obligations under the Open Offer.

10. In case of any upward revision in the Offer Price or the Offer Size, corresponding increase to the Escrow Amount shall be made by the Acquirer in terms of Regulation 17(2) of the SEBI (SAST) Regulations, prior to effecting such revision.

VI. STATUTORY AND OTHER APPROVALS

1. To the best of the knowledge of the Acquirer and the PACs, there are no statutory or other approvals required for the consummation of the Underlying Transaction and the Open Offer. However, if any statutory or other approval(s) are required or become applicable at a later date before closure of the Tendering Period, this Open Offer and the Underlying Transaction under the SPA shall be subject to receipt of such approvals and the Acquirer and/ or the PACs shall make the necessary applications for such statutory or other approvals and the Underlying Transaction and the Open Offer would also be subject to such statutory or other approval(s).

2. In terms of Regulation 23(1) of the SEBI (SAST) Regulations, the Acquirer and PACs may withdraw the Open Offer for the reasons outside the reasonable control of the Acquirer and PACs under the following circumstances: (i) any statutory or other approval(s) which become applicable and are required by the Acquirer and/ or PACs for the Open Offer at a later date but prior to completion of the Offer required for the Open Offer or for consummating the Underlying Transaction having been finally refused; (ii) condition precedent as specified in the Share Purchase Agreement (as set out in paragraph 10(iii) of Part II (*Background to the Open Offer*) of this Detailed Public Statement), which are for reasons outside the reasonable control of the Acquirer and/ or PACs, are not satisfied, and the Share Purchase Agreement is terminated (in accordance with the terms specified therein); or (iii) such circumstances as in the opinion of SEBI merit withdrawal. In the event of such a withdrawal of the Open Offer, the Acquirer and/ or PACs (through the Manager to the Offer) shall, within 2 (two) Working Days of such withdrawal, make an announcement of such withdrawal stating the grounds for the withdrawal in accordance with Regulation 23(2) of the SEBI (SAST) Regulations. Such public announcement for the withdrawal will be made in the same newspapers in which this Detailed Public Statement has been published and will also be sent to the Stock Exchanges, SEBI and the Target Company at its registered office.

3. In case of delay in receipt of any statutory or other approval that may be required by the Acquirer and/ or the PACs at a later date prior to the completion of the Open Offer, SEBI may, if satisfied, grant an extension of time to the Acquirer for making payment of the consideration to the Public Shareholders whose Equity Shares have been accepted in the Open Offer, subject to such terms and conditions as may be specified by SEBI, including payment of interest in accordance with Regulation 18(11) of the SEBI (SAST) Regulations. Where any statutory approval extends to some but not all the Public Shareholders, the Acquirer shall have the option to make payment to such Public Shareholders in respect of whom no statutory approval(s) are required in order to complete this Open Offer.

4. All Public Shareholders (including resident or non-resident shareholders) must obtain all requisite approvals required, if any, to tender the Equity Shares (including without limitation, the approval from the RBI, if applicable) held by them, in the Open Offer and submit such approvals, along with the other documents required to accept this Open Offer. In the event such approvals are not submitted, the Acquirer reserves the right to reject such Equity Shares tendered in this Open Offer. Further, if the holders of the Equity Shares who are not persons resident in India had required any approvals (including from the RBI, or any other regulatory body) in respect of the Equity Shares held by them, they will be required to submit such previous approvals, that they would have obtained for holding the Equity Shares,

