

19th June 2024

The BSE Ltd.
Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai - 400 023

National Stock Exchange of India Ltd.
Exchange Plaza, Plot No. C/ 1, G Block,
Bandra-Kurla Complex,
Bandra (E) Mumbai - 400 051

Scrip Code: 522029

Symbol: WINDMACHIN

SHARE PURCHASE AGREEMENT DISCLOSURE
(Regulation 30 of the SEBI (Listing Obligation and Disclosure Requirements)
Regulations, 2015 ('SEBI (LODR) Regulations, 2015)

Dear Sir/Madam,

In accordance with Regulation 30 and Regulation 30A of SEBI (LODR) Regulations, 2015, along with Clause 5A of Para A of Part A of Schedule III of the SEBI Listing Regulations, and SEBI circular No. SEBI/HO/CFD/CFDPoD1/P/CIR/2023/123 dated July 13, 2023, we wish to inform you that M/s Castle Equipments Private Limited, the promoters of our Company (referred to as 'Sellers'), have entered into a Share Purchase Agreement on June 18, 2024, with Plutus Investments and Holding Private Limited (referred to as 'Acquirer'). Under this agreement, the Acquirer intends to purchase 3,50,00,000 (Three Crore Fifty Lakh) equity shares, representing 53.90% of the paid-up share capital of our Company, at INR 100 (One Hundred Only) per equity share, amounting to a total consideration of INR 3,50,00,00,000/- (Rupees Three Hundred Fifty Crore Only).

By entering into this Share Purchase Agreement, the Acquirer has triggered the requirement to make an open offer to the shareholders of the Target Company, in accordance with Regulation 3(1) and Regulation 4 of SEBI (SAST) Regulations, 2011. Furthermore, we inform you that the Company received a Public Announcement regarding the Open Offer under SEBI (SAST) Regulations, 2011, on June 19, 2024, through the Manager to the Open Offer, Choice Capital Advisors Private Limited, on behalf of the Acquirer. The copy of the Public Announcement has already been submitted to the exchange.

Furthermore, the details required under Regulation 30 of the SEBI (LODR) Regulations, 2015, as per SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, are enclosed herewith as Annexure I.

Thanking you.

Yours faithfully,
For WINDSOR MACHINES LIMITED

NIKHILKUMAR VADERA
COMPANY SECRETARY

Annexure I

Disclosures/ Details of Agreement pursuant to Regulation 30(2) and 30A of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with Schedule III thereof and SEBI Circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

| Sr. No | Particular |
|--|---|
| a.) If listed entity is not a party to the Agreement | |
| i. name of the party entering into such an agreement and the relationship with the listed entity; | Castle Equipments Private Limited ('Seller'), the promoter of our company, holding 3,50,00,000 (three crore fifty lakh) equity shares representing 53.90% of the paid-up share capital, has entered into a Share Purchase Agreement ('SPA') with Plutus Investments and Holding Private Limited ('Acquirer') for the sale of 3,50,00,000 (three crore fifty lakh) equity shares, also representing 53.90% of the paid-up share capital. |
| ii. details of the counterparties to the agreement (including name and relationship with the listed entity); | Plutus Investments and Holding Private Limited is the acquirer, acquiring 3,50,00,000 (three crore fifty lakh) equity shares, representing 53.90% of the paid-up share capital of our company, from Castle Equipments Private Limited through the Share Purchase Agreement (SPA) entered into on 18.06.2024. The acquirer does not have any relationship with our company as of the date of entering into the SPA. |
| iii. date of entering into the agreement. | 18.06.2024 |
| b.) Purpose of entering into the agreement | The Acquirer has entered the SPA with the Seller for acquisition of substantial shares and control over the Company. |
| c.) shareholding, if any, in the entity with whom the agreement is executed; | Not Applicable |
| d.) significant terms of the agreement (in brief); | The SPA is entered between Acquirer and Seller under which the Acquirer agrees to Acquire, and seller agrees to sale 3,50,00,000 (three crore fifty lakh) equity shares, representing 53.90% of the paid-up share capital of our company. The brief terms are mentioned below: 1. Date of entering SPA - 18.06.2024 2. Consideration - INR 3,50,00,00,000/- (Rupees Three Hundred Fifty Crore Only) |

| Sr. No | Particular |
|---|---|
| e.) extent and the nature of impact on management or control of the listed entity; | Pursuant to completion of open offer the Acquirer will be classified as a promoter of our Company in terms of the Regulation 31A (10) of SEBI (LODR) Regulations, 2015. The current promoters will be reclassified as part of the public category. Hence, the Acquirer will acquire control of our Company. |
| f.) details and quantification of the restriction or liability imposed upon the listed entity; | Nil |
| g.) whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship; | No, Acquirer is not related to promoter/promoter group/group companies in any manner. |
| h.) whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"; | No, the transaction would not fall within related party transactions. |
| i.) in case of issuance of shares to the parties, details of issue price, class of shares issued; | Not Applicable |
| j.) any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreements, etc.; | Not Applicable |
| k.) in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). | Not Applicable |