

WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com

CIN: : L85110KA1980PLC003913



21st January 2025

BSE Limited,
1st Floor, New Trading Ring
Rotunda Building, P J Towers
Dalal Street, Fort
Mumbai 400 001

Stock Code: 505412

National Stock Exchange of India Ltd.
Exchange Plaza, 5th Floor
Plot No. C/1, G Block
Bandra-Kurla Complex, Bandra (E)
Mumbai 400 051

Stock Code: WENDT

Dear Sirs,

Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015

We wish to inform that the Company is in receipt of an intimation from the Promoters i.e., Carborundum Universal Limited (CUMI) and Wendt GmbH, regarding the execution of the agreement by them amending the terms of the Shareholders agreement between them with respect to their shareholding in the Company. The execution of the agreement is to facilitate a potential divestiture by Wendt GmbH of up to its entire ownership interest in the Company through one or more transactions in the secondary market. Post a strategic review conducted by Wendt GmbH, we have been made aware of Wendt GmbH's intention to divest its ownership interest in the Company representing 37.5% of the outstanding equity of the Company as of 31st December 2024.

In addition to the potential divestiture by Wendt GmbH, the Company has entered into a Trademark Assignment Agreement (Agreement) with Wendt GmbH, for acquiring the absolute ownership of the "Wendt" brand and trademarks with over 60 registrations in 40 countries, owned by Wendt GmbH and/or its affiliates worldwide in accordance with the Agreement, for an amount not exceeding 3.8 million Euros. The proposed trademark assignment will result in transactions with Wendt GmbH, a Related Party to the Company crossing the thresholds prescribed under Regulation 23 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations), thus requiring the shareholders prior approval.

In terms of Regulation 23 of the Listing Regulation, the Board has recommended seeking the shareholders' approval through a postal ballot.

Kindly note that the meeting of the Board of Directors of the Company commenced at 06:00 p.m. and concluded at 06:50 p.m.

WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com

CIN: : L85110KA1980PLC003913



The requisite details with respect to trademark assignment agreement and amendment agreement to the Shareholders agreement under Regulation 30 read with Schedule III of the Listing Regulations and SEBI master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November 2024 are provided in Annexure A and B to this letter, respectively.

Thanking you

Yours faithfully,

For Wendt (India) Limited

Arjun Raj P
Company Secretary

WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com

CIN: : L85110KA1980PLC003913

Annexure A**Arrangements for strategic, technical, manufacturing, or marketing tie-up:**

	Particulars	Information
a.	name of the entity(ies) with whom agreement/ JV is signed	Wendt (India) Limited (Wendt) and Wendt GmbH, Germany
b.	area of agreement/ JV ;	Trademark assignment
c.	domestic/international;	International
d.	share exchange ratio / JV ratio;	Not applicable
e.	scope of business operation of agreement/ JV ;	Purchase of trademark 'Wendt' (with over 60 registrations in 40 countries) held by Wendt GmbH and/or its Affiliates to the Company.
f.	details of consideration paid/ received in agreement/ JV ;	3.8 million Euros will be paid by Wendt to Wendt GmbH for transfer of the Trademark(s) held by Wendt GmbH and/or its Affiliates
g.	significant terms and conditions of agreement / JV in brief;	<p>1. Subject to shareholders' approval, Wendt intends to acquire the absolute ownership of the "Wendt" brand and trademarks, owned by Wendt GmbH and/or its Affiliates, worldwide with over 60 registrations in 40 countries, free and clear of any encumbrances and in accordance with the terms of the Trademark Assignment Agreement.</p> <p>2. As a part of the overall arrangement, Wendt will execute the Settlement and Release Agreement to settle the existing infringement case initiated by the Company against 3M India Limited and Wendt along with the relevant parties will file a compromise application in relation to such case.</p>
h.	whether the acquisition would fall within related party transactions and whether the promoter/ promoter group/ group companies have any interest in the entity being acquired? If yes, nature of interest and details thereof and whether the same is done at "arm's length";	<p>Yes, the agreement is entered with Wendt GmbH, Promoter and a related party of the Company.</p> <p>The transaction is at arms' length, the consideration is based on the valuation report by an independent valuer.</p>
i.	size of the entity(ies);	Wendt (India) Limited (Standalone - FY 2023-24): Turnover: 2062.6 million Networth: 1920.1 million



WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com**CIN: : L85110KA1980PLC003913**

		Wendt GmbH (FY 2023): Turnover: 34.567 million EUR Networth:17.409 million EUR
j.	rationale and benefit expected	After the purchase of the 'Wendt' brand which is registered in over 40 countries, Wendt can leverage the worldwide usage of the brand for all its business activity.



WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com

CIN: : L85110KA1980PLC003913



Agreements entered into by the shareholders, promoters, promoter group entities, related parties, directors, key managerial personnel, employees of the listed entity or of its holding, subsidiary or associate company, among themselves or with the listed entity or with a third party, solely or jointly, which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the listed entity or impose any restriction or create any liability upon the listed entity, shall be disclosed to the Stock Exchanges, including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the listed entity is a party to such agreements:

	Particulars	Information
a.	if the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity);	Wendt GmbH, Promoter to the Company
b.	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; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement	Not applicable
c.	purpose of entering into the agreement	Wendt will become the absolute owner of the trademark 'Wendt', a well-known mark in the international Machine building and Abrasives market. Wendt after the purchase can leverage the 'Wendt' brand throughout the world.
d.	shareholding, if any, in the entity with whom the agreement is executed	Wendt GmbH holds 37.5% of the shareholding in Wendt.
e.	significant terms of the agreement (in brief);	1. Subject to shareholders' approval, Wendt intends to acquire the absolute ownership of the "Wendt" brand and trademarks, owned by Wendt GmbH and their affiliates, worldwide with over 60 registrations in 40 countries, free and clear of any encumbrances and in accordance with the terms of the Trademark Assignment Agreement.



WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com**CIN: : L85110KA1980PLC003913**

		2. As a part of the overall arrangement, Wendt will execute the Settlement and Release Agreement to settle existing infringement case and Wendt along with the relevant parties will file a compromise application in relation to such case.
f.	extent and the nature of impact on management or control of the listed entity;	Not applicable
g.	details and quantification of the restriction or liability imposed upon the listed entity;	3.8 million Euros will be paid by Wendt India Limited to Wendt GmbH.
h.	whether, the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship;	Yes, Wendt GmbH is a party to the agreement and is a Promoter of the Company.
i.	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes, the agreement is entered with Wendt GmbH, a Promoter and a related party of the Company. The transaction is at arms' length, the consideration is based on the valuation report by an independent valuer.
j.	in case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable
k.	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
l.	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;	Not applicable



WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com**CIN: : L85110KA1980PLC003913**

	<p>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);</p> <p>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	
--	---	--



WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com

CIN: : L85110KA1980PLC003913

Annexure B

Agreements entered into by the shareholders, promoters, promoter group entities, related parties, directors, key managerial personnel, employees of the listed entity or of its holding, subsidiary or associate company, among themselves or with the listed entity or with a third party, solely or jointly, which, either directly or indirectly or potentially or whose purpose and effect is to, impact the management or control of the listed entity or impose any restriction or create any liability upon the listed entity, shall be disclosed to the Stock Exchanges, including disclosure of any rescission, amendment or alteration of such agreements thereto, whether or not the listed entity is a party to such agreements:

	Particulars	Information
j.	if the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity);	The listed entity is not a party to the agreement.
k.	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; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement	Wendt GmbH, Germany and Carborundum Universal Limited Both parties are promoters of the Company 21 st January 2025
l.	purpose of entering into the agreement	The execution of the agreement is to facilitate a potential divestiture by Wendt GmbH of up to its entire ownership interest in the Company through one or more transactions in the secondary market. Post a strategic review conducted by Wendt GmbH, we have been made aware of Wendt GmbH's intention to divest its ownership interest in the Company representing 37.5% of the outstanding equity of the Company as of 31 st December 2024.
m.	shareholding, if any, in the entity with whom the agreement is executed	The Company is not a party to the agreement

WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com**CIN: : L85110KA1980PLC003913**

n.	significant terms of the agreement (in brief);	<ul style="list-style-type: none"> ROFR Notice to stipulate the minimum price for a Proposed Sale and the number of shares of the Company that are proposed to be sold by Wendt in such Proposed Sale. CUMI has the right and may opt to exercise its ROFR with respect to all or a part of the shares of the Company proposed to be sold by Wendt in each such Proposed Sale in accordance with the terms of the ROFR Notice and at the minimum price indicated in the ROFR Notice. If the shareholding of Wendt GMBH falls below 10%, then Wendt GMBH can apply to reclassify itself as a public shareholder, as per the applicable laws.
o.	extent and the nature of impact on management or control of the listed entity;	Wendt GmbH intends to sell all the shares held by it in the Company. Once shares are sold such that it ceases to hold 10% of the share capital of the Company, then Wendt GmbH will cease to be a Joint venture partner and the shareholders' agreement between Wendt GmbH and Carborundum Universal Limited will be terminated.
p.	details and quantification of the restriction or liability imposed upon the listed entity;	There is no liability to the Company under this agreement.
q.	whether, the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship;	Yes, the parties to the agreement are Promoters of the Company. The Company is not a party to this agreement.
r.	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	The Company is not a party to this agreement. Hence, not applicable.
j.	in case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable
k.	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.;	Nil
l.	in case of rescission, amendment or alteration,	



WENDT (INDIA) LIMITED

No. 69/70, Sipcot, Hosur 635 126, Tamilnadu, INDIA

Telephone: + 91 4344.405500

Telefax : + 91 4344 405620 / 405630

E-mail : wil@wendtindia.com

Web : www.wendtindia.com**CIN: : L85110KA1980PLC003913**

<p>listed entity shall disclose additional details to the stock exchange(s):</p> <p>i. name of parties to the agreement;</p> <p>ii. nature of the agreement;</p> <p>iii. date of execution of the agreement;</p> <p>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);</p> <p>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	<p>Wendt GmbH, Germany and Carborundum Universal Limited</p> <p>Shareholders agreement</p> <p>21st January 2025 (amended agreement)</p> <p>Same as above</p> <p>Not applicable</p>
--	---

