

29th March 2024

The BSE Ltd.

Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai - 400 001

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

Trading Symbol: WINDMACHIN

BUSINESS TRANSFER & TECHNOLOGY LICENSE AGREEMENT

(Pursuant to Regulation 30 Securities and Exchange Board of India (Listing Obligation and Disclosure Requirement) Regulations, 2015)

Dear Sir/Madam,

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with Part A of Schedule III of the said regulation, we wish to inform you that the company has entered into a Business Transfer and Technology License Agreement with Kunhe Anlagenbau GMBH (a company duly incorporated under the laws of Germany).

The details as required under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD1/P/CIR/2023/123 dated July 13, 2023 are provided in the enclosed Annexure A.

Thanking you,

Yours faithfully,

For WINDSOR MACHINES LIMITED

NIKHILKUMAR VADERA
COMPANY SECRETARY

Encl.: as above

Annexure A

<u>Sr. No</u>	<u>Particulars</u>	<u>Details</u>
1	Name(s) of parties with whom the agreement is entered;	Kunhe Anlagenbau GMBH
2	Purpose of entering into the agreement;	Business Transfer & Technology License Agreement
3	Shareholding, if any, in the entity with whom the agreement is executed;	Not Applicable
4	Significant terms of the agreement (in brief)	<p>In this Agreement, Kuhne hereby grants to Windsor a royalty-free and worldwide license, subject to mutually agreed consideration, for the technology and know-how pertaining to the upward extrusion plastic blown film lines for 1, 3, 5, 7, 9 and 11 layers with maximum film width of 3000mm and the production capacity of up to 1000 kg/hr. The upward extrusion blown film business is known by the trademarked "Smart Bubble" business. As per the agreement, Kuhne shall not produce the upward extrusion blown film lines henceforth after executing the pending orders as on date. All the worldwide markets for the blown film lines including Europe, North and South America markets shall be taken care of by Windsor.</p> <p>Windsor shall be entitled to use the Technology License and Knowhow at all times in perpetuity for its Smart Bubble Business without any limitation whatsoever.</p>
5	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Not Applicable

Annexure A

<u>Sr. No</u>	<u>Particulars</u>	<u>Details</u>
6	Whether the transaction would fall within related Party transactions? If yes, whether the same is done at “arm’s length”	Not Applicable
7	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable
8	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
9	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable