

March 29, 2024

National Stock Exchange of India Limited,
Plot No C/1, G Block,
Bandra-Kurla Complex,
Bandra (E), Mumbai - 400051
NSE Symbol : **WABAG**

BSE Ltd,
Floor 25, Phiroze Jeejeebhoy Towers,
Dalal Street,
Mumbai - 400001
BSE Scrip Code : **533269**

Dear Sir/Madam,

Sub.: Outcome of the Board meeting - proposal for execution of the Shareholders Agreement

Ref.: Regulation 30 of the SEBI (Listing Obligations & Disclosure Requirements) Regulations 2015 (the "SEBI LODR")

The Board of Directors ("Board") of VA Tech Wabag Limited ("the Company") at their meeting held today i.e., Friday, March 29, 2024, has inter-alia considered and approved the following:

- To execute the Shareholders Agreement between VA Tech Wabag Limited (Existing Shareholder), DK Sewage Project Private Limited, Subsidiary Company and Madhya Pradesh Waste Management Private Limited, Investor.

The details required to be disclosed pursuant to Regulation 30 of the SEBI LODR read with SEBI circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 are provided as **Annexure-A** below.

The Board meeting commenced at 7.15 p.m. and concluded at 7.45 p.m. IST. Kindly take note of the above.

Thanking you,

Yours faithfully,

For **VA TECH WABAG LIMITED**

Anup Kumar Samal
Company Secretary & Compliance Officer
Membership No: F4832



Encl.: As above

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Annexure-A

Details of the Shareholders Agreement:

a)	name(s) of parties with whom the agreement is entered;	Madhya Pradesh Waste Management Pvt. Ltd. (Investor) VA Tech Wabag Limited (Existing Shareholder) DK Sewage Project Private Limited (Company)
b)	purpose of entering into the agreement;	The Agreement aims to record the terms and conditions on which the Investor will invest in the Company and the rights and obligations of the Shareholders of the Company.
c)	shareholding, if any, in the entity with whom the agreement is executed;	Currently Existing Shareholder holds 100% of the Economic Interest of the Company. By virtue of this Agreement, Investor shall acquire 50.2% of the Economic Interest of the Company and Existing Shareholder will continue to hold 49.80% of the Economic Interest of the Company.
d)	significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	Pursuant to this Agreement, the Board of the Company shall be constituted as follows: (a) Two (2) of which shall be appointed by Investor; and (b) One (1) of which shall be appointed by Existing Shareholder; (c) Independent Director(s) as may be required under law, as may be acceptable to the Investor Both Parties will have Reserved Matters in line with their rights and obligations under the Agreement.
e)	extent and the nature of impact on management or control of the listed entity;	As stated in detail above.
f)	whether, the said parties are related to promoter / promoter group / group companies in any manner. If yes, nature of relationship;	DK Sewage Project Private Limited - Wholly owned Subsidiary of VA Tech Wabag Limited Madhya Pradesh Waste Management Pvt. Ltd - Nil
g)	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Yes, DK Sewage Project Private Limited is the Wholly owned Subsidiary of VA Tech Wabag Limited. The Transaction is done at arm's length basis.
h)	in case of issuance of shares to the parties, details of issue price, class of shares issued;	As stated in the Shareholders Agreement
i)	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.;	Already stated above



j)	<p>in case of termination / rescission or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <p>a) name of parties to the agreement; b) nature of the agreement; c) date of execution of the agreement; d) details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); e) reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); d) details of amendment and impact thereof or reasons of termination and impact thereof.</p>	N.A.
k)	<p>if the listed entity is a party to the agreement,</p> <p>i. details of the counterparties (including name and relationship with the listed entity);</p>	<p>Listed Company (VA Tech Wabag Limited) is the Existing Shareholder</p> <p>The Company (DK Sewage Project Private Limited) at present is the wholly owned subsidiary of the Listed Company.</p> <p>Madhya Pradesh Waste Management Pvt. Ltd. (Investor)</p> <p>Investor is not a Related Party to the Company or the Existing Shareholder.</p>
l)	<p>if listed entity is not a party to the agreement,</p> <p>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</p>	N.A.
m)	<p>details and quantification of the restriction or liability imposed upon the listed entity;</p>	NIL

