KRONOX

Date: 20th August, 2026

To,	To,
National Stock Exchange of India Limited Exchange Plaza, C-1 Block G, Bandra Kurla Complex Bandra [E], Mumbai – 400051 NSE Scrip Symbol: **KRONOX**	**BSE Limited** 25th Floor, Phiroze Jeejeebhoy Towers, Dalal Street, Fort, Mumbai - 400 001 BSE Scrip Code: **544187**

Dear Sir/Madam

Sub: DISCLOSURE UNDER REGULATIONS 30 AND 30A READ WITH PARAGRAPH A(5) AND A(5A) OF PART A OF SCHEDULE III OF SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS 2015, AS AMENDED FROM TIME TO TIME ("SEBI LODR REGULATIONS") READ WITH SEBI MASTER CIRCULAR NO. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 (UPDATED ON JANUARY 30, 2026) ("SEBI MASTER CIRCULAR").

Pursuant to the provisions of Regulations 30 and 30A read with paragraph A(5) and paragraph A(5A) of Part A of Schedule III of SEBI LODR Regulations, this is to kindly inform you that, Kronox Lab Sciences Limited (the "**Company**") has received an intimation from the promoters of the Company, namely, Mr. Ketan Vinodchandra Ramani, Mr. Pritesh Vinodchandra Ramani and Mr. Jogindersingh Gianchand Jaswal (collectively, the "**Sellers**") that the Sellers have executed a Share Purchase Agreement ("**SPA**") dated August 20, 2026 with Indo Borax & Chemicals Limited ("**Acquirer**") and Zenrock Chemicals Private Limited ("**ZCPL**") for the sale of an aggregate of 2,38,44,000 equity shares held by the Sellers in the Company constituting approximately 64.26% of the total paid-up equity share capital of the Company to the Acquirer, subject to the terms and conditions as set out in the SPA ("**SPA Transaction**").

Pursuant to the SPA Transaction, the Acquirer along with ZCPL, in its capacity as persons acting in concert with the Acquirer have agreed to make a mandatory tender offer to the public shareholders of the Company in accordance with Regulation 3(1) and Regulation 4 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended.

Details as required under SEBI LODR Regulations read with the SEBI Master Circular is enclosed herewith as "**Annexure I**".

KRONOX LAB SCIENCES LIMITED VADODARA

The Company shall make such further disclosures as may be required under the applicable regulatory framework upon completion of the proposed sale.

You are requested to take the above information on record.

Thanking you,

Yours Faithfully
For KRONOX LAB SCIENCES LIMITED

Nikhil Goswami
Company Secretary
ACS 68272

KRONOX LAB SCIENCES LIMITED

Corporate Office Address : Block No. 284, Village : Dabhasa, Taluka : Padra, Dist. : Vadodara, Gujarat State - 391 440.
Registered Office Address : Block No. 353, Village : Ekalbara, Taluka : Padra, Dist. : Vadodara, Gujarat State - 391 440.
Phone No. : +91 02662 299002 CIN : L24117GJ2008PLC055460
Email : info@kronoxlabsciences.com, Webside : www.kronoxlabsciences.com

Date: 20th August, 2026

To,
Kronox Lab Sciences Limited
Block No. 353, Ekalbara
Padra,
Dist. Vadodara-391440

Dear Sir/Madam

Sub: INTIMATION UNDER REGULATION 30A READ WITH PARAGRAPH A(5A) OF PART A OF SCHEDULE III OF SEBI (LISTING OBLIGATIONS AND DISCLOSURE REQUIREMENTS) REGULATIONS 2015, AS AMENDED FROM TIME TO TIME ("SEBI LODR REGULATIONS") READ WITH SEBI MASTER CIRCULAR NO. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 (UPDATED ON JANUARY 30, 2026) ("SEBI MASTER CIRCULAR") .

Pursuant to the provisions of Regulation 30A read with paragraph A(5A) of Part A of Schedule III of SEBI LODR Regulations, this is to kindly inform you that, we, Mr. Ketan Vinodchandra Ramani, Mr. Pritesh Vinodchandra Ramani and Mr. Jogindersingh Gianchand Jaswal (collectively, the "**Sellers**") have executed a Share Purchase Agreement ("**SPA**") dated August 20, 2026 with Indo Borax & Chemicals Limited ("**Acquirer**") and Zenrock Chemicals Private Limited ("**ZCPL**") for the sale of an aggregate of 2,38,44,000 equity shares held by the Sellers (in aggregate) in Kronox Lab Sciences Limited (the "**Company**"), constituting approximately 64.26% of the total paid-up equity share capital of the Company to the Acquirer, subject to the terms and conditions as set out in the SPA ("**SPA Transaction**").

As a result of the SPA Transaction, the Acquirer along with ZCPL, in its capacity as persons acting in concert with the Acquirer are required to make a mandatory tender offer to the public shareholders of the Company in accordance with Regulation 3(1) and Regulation 4 of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as amended.

Details as required under SEBI LODR Regulations read with the SEBI Master Circular is enclosed herewith as "**Annexure I**".

We request you to kindly take the above information on record.

Thanking you,

Signed and delivered by

Jogindersingh Gianchand Jaswal	**Ketan Vinodchandra Ramani**	**Pritesh Vinodchandra Ramani**
Place: Mumbai	**Place: Mumbai**	**Place: Mumbai**

ANNEXURE I

Details as required under Regulation 30 read with Regulation 30A and Paragraph A(5A) of Part A of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with the SEBI Master Circular for Listed Entities:

Sr. No.	Particulars	Details
1.	If the listed entity is a party to the agreement: Details of the counterparties (including name and relationship with the listed entity)	No, the listed entity, i.e. the Company is not a party to the SPA.
2.	If listed entity is not a party to the agreement,	The following promoters of the Company as listed in (i) have entered into the SPA with the counterparties listed in (ii) below:
	i. Name of the party entering into the agreement and relationship with the Company	a. Mr. Ketan Vinodchandra Ramani, promoter holding 26.40% of the Company's share capital as on the date of the SPA; b. Mr. Pritesh Vinodchandra Ramani, promoter holding 21.40% of the Company's share capital as on the date of the SPA; and c. Mr. Jogindersingh Gianchand Jaswal, promoter holding 26.40% of the Company's share capital as on the date of the SPA; (collectively, the "**Sellers**").
	ii. Details of the counterparty(ies) to the agreement, including name and relationship with the Company	The other parties to the SPA, namely Indo Borax & Chemicals Limited (the "**Acquirer**") and Zenrock Chemicals Private Limited ("**PAC**") are not related to the Company or to its promoter/ promoter group. The Acquirer and the PAC do not hold any shares in the Company, as on the date of execution of the SPA.
	iii. Date of entering into the agreement	The SPA has been executed on August 20, 2026.
3.	Purpose of entering into the agreement	The purpose of entering into the SPA is the sale and transfer by the Sellers to the Acquirer of an aggregate of 2,38,44,000 equity shares held by the Sellers in the Company, constituting approximately 64.26% of the total paid-up equity share capital

Sr. No.	Particulars	Details
		of the Company, subject to the terms and conditions set out in the SPA.
4.	Shareholding, if any, of the Company in the Acquirer/ PAC, or of the Acquirer/ PAC in the Company as on date	Not applicable, as neither the Acquirer nor the PAC holds any shares in the Company and vice versa.
5.	Significant terms of the agreement (in brief)	– The SPA proposes the sale of 2,38,44,000 equity shares, constituting approximately 64.26% of the total paid-up equity share capital of the Company (out of the aggregate 74.21% held by the Sellers), by the Sellers to the Acquirer; – The completion is subject to fulfilment of the conditions precedent and other terms as set out in the SPA; – Pursuant to the terms of the SPA, the Acquirer has agreed to acquire shares entitling it to exercise more than twenty five percent of the voting rights in the Company and accordingly, the transaction shall be undertaken in compliance with the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 ("**Takeover Regulations**"), including the fulfillment of the open offer obligations, if any, triggered thereunder; – The per share price for sale of shares under the SPA is 103.22* (Indian Rupees One Hundred and Three point Two Two only); – The Sellers have undertaken certain non-compete and non-solicit obligations for an identified period under the SPA; – Each of the Sellers remaining shareholding aggregating to 9.95% is subject to a lock-in for the period ("**Lock-in Period**") specified in the SPA; – Upon the expiry of the Lock-in Period, any proposed transfer of the remaining equity shares by any Seller shall be subject to the Acquirer's right of first refusal, as per the terms of the SPA; – Upon completion of the transaction under the SPA, the Sellers shall cease to be in control of the Company and shall be re-classified from being promoter(s) and/ or members of the promoter group of the Company to the 'public' category in accordance with Regulation 31A(10) of the SEBI LODR Regulations;

Sr. No.	Particulars	Details
		– Upon completion of the transaction under the SPA, the Acquirer will become and be classified as the 'promoter' and ZCPL will become and be classified as the 'promoter group' of the Company in accordance with provisions of the Takeover Regulations and the SEBI LODR Regulations; – Upon consummation of the SPA Transaction, the Sellers will enter into a consultancy agreement with the Company; and – Upon completion of the Transaction under the SPA, the Acquirer shall appoint 3 (three) nominee directors on the board of directors of the Company ("**Board**") and the Sellers shall resign from the Board. ** The SPA Price of ₹103.22 per Equity Share is the price payable under the SPA. However, the per equity share price inclusive of the consultancy fees payable by the Company to each of the Sellers pursuant to the transition support consultancy arrangements (considered in accordance with Regulation 8(7) of the SEBI (SAST) Regulations) is ₹ 105.87 (Indian Rupees one hundred five point eight seven only) per Equity Share.*
6.	Extent and nature of impact on management or control of the Company	Upon completion of the SPA Transaction, the Acquirer shall come to hold approximately 64.26% of the paid-up equity share capital of the Company, resulting in a change in the promoters and in the management and control of the Company and the Acquirer will become and be classified as the 'promoter' and ZCPL will become and be classified as the 'promoter group' of the Company. The Sellers shall cease to be in control of the Company and shall be re-classified from being promoter(s) and/ or members of the promoter group of the Company to the 'public' category in accordance with Regulation 31A(10) of the SEBI LODR Regulations.
7.	Details and quantification of the restriction or liability imposed upon the Company	For the period between the date of execution of SPA and completion of the transaction, the Sellers have undertaken, by exercising their voting rights in the Company, to: (i) cause the Company to operate its business in the ordinary course in accordance with applicable law in all respects; and (ii) not undertake certain actions, including entering into or amending material contract or related party contracts, creating encumbrances over assets owned by the Company, availing any

Sr. No.	Particulars	Details
		indebtedness, altering effecting scheme share of capital, mergers or amalgamations, declaring any dividends or other distributions to the Sellers, disposing the business or substantial part of the business or discontinuing the business, amending charter documents, commencing any new lines of business, incurring capital expenditure above agreed thresholds, setting up subsidiaries, or policies. etc. changing accounting without the prior written approval of the Acquirer, except where such actions fall under agreed exceptions or carve-outs.
8.	Whether the parties are related to the promoter/promoter group/group companies of the Company. If yes, nature of relationship	The Sellers are the existing promoters of the Company. Neither the Acquirer nor the PAC form part of the promoter/ promoter group of the Company and neither is related to the promoter/ promoter group of the Company.
9.	Whether the transaction would fall within related party transactions and, if yes, whether the same is at arm's length	The SPA Transaction is a sale of shares between the Sellers and an unrelated third-party Acquirer and does not fall within the ambit of related party transactions of the Company.
10.	In case of issuance of shares to the parties, details of issue price and class of shares issued	Not applicable, as the SPA Transaction involves transfer of existing equity shares and not a fresh issuance of shares by the Company.
11.	Any other disclosure relevant to the agreement, including nominee director(s) on the Board and potential conflict of interest	Upon completion of the Transaction under the SPA, the Acquirer shall appoint 3 (three) nominee directors on the Board and the Sellers shall resign from the Board.
12.	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;	Not Applicable.

Sr. No.	Particulars	Details
	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).	

Note 1: The above details are furnished in terms of Regulation 30 read with Regulation 30A and Paragraph A(5A) of Part A of Schedule III of the SEBI LODR Regulations, 2015, read with the SEBI Master Circular for Listed Entities, and are based on the intimation received by the Company from the Sellers and the information available with the Company as on date.

Note 2: In terms of the timeline prescribed for disclosure of events under sub-para 5A of Para A of Part A of Schedule III (as the Company is not a party to the agreement), this disclosure is being made within 24 hours of the Company becoming aware of the SPA Transaction, in compliance with Regulation 30(6) of the LODR Regulations.

Note 3: The Company shall make further/updated disclosures, as may be required under the SEBI LODR Regulations, on receipt of additional information from the Sellers/Acquirer or upon completion of the SPA Transaction.