



May 8, 2020

BSE Limited
Corporate Relationship Department
Phiroze Jeejeebhoy Towers,
Dalal Street, Fort,
Mumbai – 400 001.

National Stock Exchange of India Limited
Listing Department
Exchange Plaza, Bandra-Kurla Complex,
Bandra (East),
Mumbai – 400 051.

Scrip code: 512529

Scrip code: SEQUENT

Dear Sir / Madam,

Sub: Outcome of Board Meeting

We wish to inform you that some Promoters (detailed in the Annexure below) (collectively referred to as the 'Sellers') of SeQuent Scientific Limited ('SeQuent') propose to sell their entire Shareholding in SeQuent to CA Harbor Investments, which belongs to the group of entities doing business globally as, 'The Carlyle Group', (the 'Acquirer') who also intends to acquire control over SeQuent, the foregoing proposed transaction being hereinafter referred to as the 'Proposed Transaction'. The Board of Directors at their Meeting held today noted and approved the execution, delivery, and performance of the Representations and Warranties Agreement ('RWA') to be entered into among the Sellers, the Acquirer, and SeQuent.

The Proposed Transaction shall attract an obligation on the Acquirer to make an open offer as required under Regulations 3(1) and 4 of Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers), Regulations, 2011 ('SEBI SAST').

Please find attached details in the annexure to this letter, disclosed pursuant to Regulation 30(2) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ('LODR Regulations') read with Para A.5 of Part A, Schedule III of the LODR Regulations, and Paragraph A.5 of Annexure I of circular bearing number CIR/CFD/CMD/4/2015 dated September 09, 2015 issued by Securities and Exchange Board of India with respect to the RWA by and between SeQuent, the Sellers and the Acquirer.

We wish to take the above on record.

Thanking you,

Yours faithfully,
For SeQuent Scientific Limited

Krunal Shah
Company Secretary & Compliance Officer



SeQuent Scientific Limited

Registered Office: 301/A, 'Dosti Pinnacle', Plot No.E7, Road No. 22, Wagle Industrial Area, Thane(W), Mumbai - 400604, India
Tel: +91 22 4111777 | **CIN:** L99999MH1985PLC036685
<http://www.sequent.in>

Annexure

Details pursuant to Regulation 30(2) of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with Para A.5 of Part A, Schedule III of the LODR Regulations, and Paragraph A.5 of Annexure I of circular bearing number CIR/CFD/CMD/4/2015 dated September 09, 2015 issued by Securities and Exchange Board of India.

Nature of Agreement: Representation and Warranties Agreement by and between
SeQuent, the Sellers and Acquirer

Sr. No.	Particulars	Remarks
a)	Name(s) of parties with whom the agreement is entered;	<p><u>Sellers (Promoters):</u> a. Chayadeep Properties Private Limited, b. Devicam Capital LLP, c. Agnus Holdings Private Limited, d. Pronomz Ventures LLP, e. Chayadeep Ventures LLP, f. Agnus Capital LLP, g. Ms. Tarini Arun Kumar, h. Ms. Rajitha Gopalakrishnan, i. Ms. Vineetha Mohanakumar Pillai, j. Ms. Hemalatha Pillai, k. Mr. Padmakumar Karunakaran Pillai, l. Mr. Krishna Kumar Nair, m. Ms. Sajitha Pillai, n. Ms. Deepa Arun Kumar, o. Mr. Aditya Arun Kumar, p. Mr. Arun Kumar; and q. Ms. Yalavarthy Usha Rani</p> <p><u>Acquirer:</u> CA Harbor Investments</p> <p><u>Company:</u> SeQuent Scientific Limited</p>
b)	Purpose of entering into the agreement;	The Sellers and the Acquirer have executed a Share Purchase Agreement pursuant to the Proposed Transaction, whereby the Acquirer proposes to acquire control over SeQuent, along with upto all the equity shares held by the Sellers in SeQuent ('Sale Shares'), in the manner and in accordance



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		<p>with the terms and conditions set out in the Share Purchase Agreement.</p> <p>For the above purpose, SeQuent has agreed to provide representations and warranties in relation to Sequent, its subsidiaries and the business run by them to the Acquirer.</p> <p>Accordingly, SeQuent, the Sellers, and the Acquirer have entered into this 'Representations and Warranties Agreement' to record the representations and warranties provided by SeQuent to the Acquirer.</p>
c)	Shareholding, if any, in the entity with whom the agreement is executed;	No
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.;	SeQuent shall not be held liable for any breach, misrepresentation, or inaccuracy in relation to the representations and warranties provided under the RWA, and the Acquirer is obtaining representations and warranties insurance in respect of the same. The insurer will have no recourse against SeQuent in any event. Accordingly, SeQuent will not have any monetary liability pursuant to the RWA.
e)	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	Yes, the Sellers are Promoters / Members of the Promoter Group of SeQuent.
f)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arms length";	No – The transaction is not a related party transaction
g)	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not applicable
h)	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



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l)	In case of termination or amendment of agreement, 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 of amendment and impact thereof or reasons of termination and impact thereof.	Not applicable
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