

1<sup>st</sup> October 2025

To,  
**BSE Limited**  
Phiroze Jeejeebhoy Towers,  
Dalal Street,  
Mumbai- 400001

**BSE Code: 500264**

Dear Sir / Madam,

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

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, and other applicable provisions, it is hereby informed that the Company has executed a Trademark Licensing and Royalty Agreement with M/s. Gurukripa Trust, on 1<sup>st</sup> October 2025. M/s. Gurukripa Trust (“**Trust**”) is an independent entity; however, since the promoters of the Company are also Trustees of the said Trust, the Trust qualifies as a Related Party under applicable regulations.

Under this agreement, the Trust has granted rights to the Company and its subsidiary companies to use the licensed trademarks owned by the Trust, subject to the terms and conditions stipulated therein.

The disclosures pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11<sup>th</sup> November 2024, are furnished in **Annexure A**.

This is for your information and record.

Thanking you,  
Yours faithfully,  
**FOR MAFATLAL INDUSTRIES LIMITED**

**AMISH SHAH**  
**COMPANY SECRETARY**  
Encl.: As above

### **ANNEXURE A**

<b>S. No.</b>	<b>Particulars</b>	<b>Disclosure</b>
1.	Name(s) of Parties with whom the agreement is entered;	Trademark Licensing and Royalty Agreement dated 1 <sup>st</sup> October 2025 (“ <b>Agreement</b> ”) entered into between Mafatlal Industries Limited (MIL) (“ <b>Company</b> ”) and M/s. Gurukripa Trust, a Related Party. (Chairman and Managing Director of the Company serve as Trustees of the Trust).
2.	Purpose of entering into the agreement;	Granting the Company and its subsidiaries the right to use the licensed trademarks owned by the Trust.
3.	Size of agreement;	The Company shall pay royalty to the Trust of an amount calculated at the rate of 0.5% of Net Sales, subject to a maximum of 5% of Profit Before Tax (PBT). The royalty amount shall be exclusive of applicable taxes.  The royalty shall be paid on a quarterly basis, with effect from 1 <sup>st</sup> October 2025.  The Trust shall raise an invoice for the Royalty payment within 15 (fifteen) days from the date when the Company announces its unaudited financial results for the relevant Quarter.
4.	Shareholding, if any, in the entity with whom the agreement is executed;	Mr. H. A. Mafatlal, Promoter and Chairman of the Company, and Mr. P. H. Mafatlal, Promoter and Managing Director of the Company, are acting as Trustees of the Trust.
5.	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.;	Not applicable.
6.	Whether the said parties are related to promoter/promoter group	Yes, M/s. Gurukripa Trust is a related party of the Company as Mr. H. A. Mafatlal and Mr. P. H.

	companies in any manner. If yes, nature of relationship;	Mafatlal, Promoters and Directors of the Company, are the Trustees of the Trust.
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”;	Yes, as M/s. Gurukripa Trust is a related party of the Company, the said Agreement falls under the definition of related party transaction.  The Agreement is done on an arms length basis and all transactions thereunder shall be carried out on an arm’s length basis and in accordance with prevailing market practices.
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable.
9.	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/ sanction letter, details of the security provided to the lenders/ by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a party become material on a cumulative basis;	Not Applicable.
10.	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.
11.	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	Not Applicable.
	ii. Nature of the agreement	
	iii. Date of execution of the agreement	
	iv. Details of amendment and impact thereof reasons of termination and impact thereof.	