

October 3, 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 the provisions of Regulation 30 read with Clause 5 of Para A of Part A of Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November 2024, we enclose herewith details regarding agreement entered into by the Company Mafatlal Industries Limited (MIL) with its subsidiary Company and its shareholder on 3rd October 2025, by way of **Annexure A**.

Kindly take the same on record.

Thanking you,

FOR MAFATLAL INDUSTRIES LIMITED

AMISH SHAH
COMPANY SECRETARY

Encl.: as above

ANNEXURE A

Sr. No.	Particulars	Details								
a)	If the listed entity is a party to the agreement, details of the counterparties (including name and relationship with the listed entity);	<p>Yes, Mafatlal Industries Limited (MIL) is a party to the agreement.</p> <p>Shareholders Agreement entered into between the Company (MIL), its subsidiary Company Mafatlal Apparel Exports Private Limited (MAEPL) and its existing shareholder Mr. Sagar Birnale.</p>								
b)	If the listed entity is not a party to this agreement									
(i)	Name of the party entering into such an agreement and the relationship with the listed entity;	Not applicable.								
(ii)	Details of the counterparties to the agreement (including name and relationship with the listed entity);									
(iii)	Date of entering into agreement.									
c)	Purpose of entering into the agreement;	The parties are entering into this agreement to set forth their mutual agreement and understanding as to their respective rights and obligations in relation to the management and operations of the Company (MAEPL) and to govern the inter-se relationship of the Shareholders of the Company.								
d)	Shareholding, if any, in the entity with whom the agreement is executed;	<table><tr><td colspan="2">Mafatlal Apparel Exports Private Limited (MAEPL) A Subsidiary Company of MIL</td></tr><tr><td>Name of shareholder</td><td>Equity shareholding and %</td></tr><tr><td>Mafatlal Industries Limited (MIL)</td><td>51,00,000 (51%)</td></tr><tr><td>Mr. Sagar Birnale</td><td>49,00,000 (49%)</td></tr></table>	Mafatlal Apparel Exports Private Limited (MAEPL) A Subsidiary Company of MIL		Name of shareholder	Equity shareholding and %	Mafatlal Industries Limited (MIL)	51,00,000 (51%)	Mr. Sagar Birnale	49,00,000 (49%)
Mafatlal Apparel Exports Private Limited (MAEPL) A Subsidiary Company of MIL										
Name of shareholder	Equity shareholding and %									
Mafatlal Industries Limited (MIL)	51,00,000 (51%)									
Mr. Sagar Birnale	49,00,000 (49%)									
e)	Significant terms of the agreement (in brief);	<p>The shareholder’s agreement was executed between the parties to set forth their mutual agreement and understanding as to their respective rights, duties and obligations in relation to the management and operations of the Company and to govern the inter-se relationship of the Shareholders of the Company.</p> <p>The agreement shall consider the charter of the MAEPL, which defined the management and operation of the Company, shareholders meetings,</p>								

		reserved matters, shareholding and transfer of shares, representations and warranties, etc.
f)	Extent and the nature of impact on Management or control of the listed entity;	No direct impact on the Management or control of MIL.
g)	Details and quantification of the restriction or liability imposed upon the listed entity;	No liability is imposed on MIL by virtue of this agreement.
h)	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	The Promoter, promoter group do not have any interest in the Subsidiary Company, except to the extent of holding company's (MIL) shareholding.
i)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Yes. All transactions are to be done at arm's length.
j)	In case of issuance of shares to the parties, details of issue price, class of shares issued;	The issued share capital of MAEPL, a Subsidiary Company of MIL is 10000000 Equity shares of Re. 1/- each: <ul style="list-style-type: none"> • 51,00,000 Equity shares of Re. 1/- each issued and subscribed by MIL and • 49,00,000 Equity shares of Re. 1/- each issued and subscribed by Mr. Sagar Birnale.
k)	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.;	Key points of the Shareholders Agreement are: <ul style="list-style-type: none"> • The majority of the Directors on the Board of MAEPL, shall be appointed or nominated by MIL. • The liability of the MIL shall be restricted, up to its shareholding. • There is no potential conflict of interest arising out of this agreement.