

May 28, 2025

**To**  
**Listing Compliance Department**  
**BSE Limited**  
Phiroze Jeejeebhoy Towers  
Dalal Street,  
Mumbai - 400 001.  
**Scrip Code: 543280**

**Listing Compliance Department**  
**National Stock Exchange of India Limited**  
Exchange Plaza, Plot No. C/1. G Block,  
Bandra -Kurla Complex, Bandra (East),  
Mumbai- 400051.  
**Scrip Symbol: NAZARA**

Dear Sir/Madam,

**Subject: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations 2015, as amended (the “Listing Regulations”)**

Pursuant to Regulation 30, read with Schedule III of the Listing Regulations and further to our disclosures dated May 20, 2025 and May 26, 2025, we hereby inform you that:

- i) Paper Boat Apps Private Limited (“Paper Boat”), a wholly-owned subsidiary of the Company has entered into a Loan Agreement (“Agreement I”) with Kiddopia Inc., the wholly-owned subsidiary of Paper Boat, on Tuesday, May 27, 2025, to grant an unsecured loan for an aggregate amount not exceeding USD 8,229,088/- (United States Dollar Eight Million Two Hundred Twenty Nine Thousand Eighty Eight) [equivalent to ~INR 70 Crores], in one or more tranches, for extending inter-corporate loans to fellow subsidiary(ies) for their business purposes, subject to compliance with the applicable laws;
- ii) Kiddopia Inc. has entered into a Loan Agreement (“Agreement II”) with Nazara Technologies UK Limited (“Nazara UK”), a wholly-owned subsidiary of the Company, on Wednesday, May 28, 2025, to grant an unsecured loan for an aggregate amount not exceeding GBP 8,608,696/- (Great Britain Pound Eight Million Six Hundred Eight Thousand Six Hundred Ninety Six) [equivalent to ~INR 99 Crores], in one or more tranches, for business purposes such as working capital requirements, acquisition(s) and expansion plans, etc., subject to compliance with the applicable laws.

The details in this regard, pursuant to Regulation 30 of the Listing Regulations read with SEBI Master Circular No. SEBI/HO/CFD-PoD2/CIR/P/0155 dated November 11, 2024, is enclosed herewith as **Annexure A.**

You are requested to please take the above intimation on record.

Thanking you.

Yours faithfully,  
**For Nazara Technologies Limited**

**Arun Bhandari**  
**Company Secretary and Compliance Officer**

Encl.: As above

## Annexure A

The details as required under the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended (“Listing Regulations”), read with the SEBI Master Circular No. SEBI/HO/CFD-PoD2/CIR/P/0155 dated November 11, 2024:

Sr. No.	Particulars	Details	
		Agreement I	Agreement II
1.	Name(s) of parties with whom the agreement is entered	The Loan Agreement (“Agreement I”) has been entered into between Paper Boat Apps Private Limited (“Paper Boat/Lender”), a wholly-owned subsidiary of the Company and Kiddopia Inc., (“Kiddopia/ Borrower”), a wholly-owned subsidiary of Paper Boat.	The Loan Agreement (“Agreement II”) has been entered into between Kiddopia Inc., (“Kiddopia/Lender”), a wholly-owned subsidiary of Paper Boat and Nazara Technologies UK Limited, (“Nazara UK/Borrower”), a wholly-owned subsidiary of the Company.
2.	Purpose of entering into the agreement	Paper Boat has entered into the said Agreement with Kiddopia to grant a loan for an aggregate amount not exceeding USD 8,229,088/- (equivalent to ~INR 70 Crores), in one or more tranches, for extending inter-corporate loans to fellow subsidiary(ies) for their business purposes, subject to compliance with the applicable laws, subject to compliance with the applicable laws.	Kiddopia has entered into the said Agreement with Nazara UK to grant a loan for an aggregate amount not exceeding GBP 8,608,696/- (equivalent to ~INR 99 Crores), in one or more tranches, for business purposes such as working capital requirements, acquisition(s) and expansion plans, etc., subject to compliance with the applicable laws.
3.	Size of agreement	Aggregate amount not exceeding USD 8,229,088/- (equivalent to ~INR 70 Crores)	Aggregate amount not exceeding GBP 8,608,696/- (equivalent to ~INR 99 Crores).
4.	Shareholding, if any, in the entity with whom the agreement is executed	The Company is not a party to the Agreement.  However, Paper Boat is a wholly-owned subsidiary of the Company and Paper Boat holds 100% stake in Kiddopia.	The Company is not a party to the Agreement.  However, the Company holds 100% stake in Nazara UK and Paper Boat holds 100% stake in Kiddopia.
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.	None	None

Sr. No.	Particulars	Details	
		Agreement I	Agreement II
6.	<p>a.) Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship</p> <p>b.) Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length</p>	<p>Paper Boat is a wholly-owned subsidiary of the Company and Paper Boat holds 100% stake in Kiddopia, hence the aforesaid transaction falls under the purview of Related Party Transactions as per the provisions of the Listing Regulations.</p> <p>Also, the transaction is between two wholly-owned subsidiaries of the Company. Therefore, it is exempted under Regulation 23(5)(c) of the Listing Regulations.</p> <p>Further, the promoter / promoter group / group companies of the Company do not have any interest in the said transaction.</p> <p>The said transaction is on arm’s length basis.</p>	<p>Nazara UK is a wholly-owned subsidiary of the Company and Kiddopia is the wholly owned subsidiary of Paper Boat Apps Private Limited, a wholly-owned subsidiary of the Company, hence the aforesaid transaction falls under the purview of Related Party Transactions as per the provisions of the Listing Regulations.</p> <p>Also, the transaction is between two wholly-owned subsidiaries of the Company. Therefore, it is exempted under Regulation 23(5)(c) of the Listing Regulations.</p> <p>Further, the promoter / promoter group / group companies of the Company do not have any interest in the said transaction.</p> <p>The said transaction is on arm’s length basis.</p>
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable.	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	<p>Lender: Paper Boat Apps Private Limited</p> <p>Borrower: Kiddopia Inc.</p> <p>Nature of Loan: Unsecured Loan</p> <p>Total amount of loan: Aggregate amount not exceeding USD 8,229,088/- (equivalent to ~INR 70 Crores), in one or more tranches, subject to compliance with the applicable laws.</p> <p>Date of execution of Loan Agreement: May 27, 2025</p> <p>Details of security provided to lender: None</p> <p>Amount of loan outstanding as on date of disclosure: Nil</p>	<p>Lender: Kiddopia Inc.</p> <p>Borrower: Nazara Technologies UK Limited</p> <p>Nature of Loan: Unsecured Loan</p> <p>Total amount of loan: Aggregate amount not exceeding GBP 8,608,696/- (equivalent to ~INR 99 Crores), in one or more tranches, subject to compliance with the applicable laws.</p> <p>Date of execution of Loan Agreement: May 28, 2025</p> <p>Details of security provided to lender: None</p> <p>Amount of loan outstanding as on date of disclosure: GBP 6,800,000/-</p>

Sr. No.	Particulars	Details	
		Agreement I	Agreement II
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	Not Applicable.	Not Applicable.
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):  a) name of parties to the agreement;  b.) nature of the agreement;  c.) date of execution of the agreement;  d.) details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable.	Not Applicable.