

3<sup>rd</sup> December, 2025

<p>Listing Department</p> <p><b>National Stock Exchange of India Limited</b></p> <p>Exchange Plaza, Bandra- Kurla Complex, Bandra (E), Mumbai 400051</p> <p><b>NSE Symbol: SPLIL</b></p>	<p>Listing Department</p> <p><b>BSE Limited</b></p> <p>Phirozee Jeejeebhoy Towers, Dalal Street, Fort, Mumbai - 400 001</p> <p><b>Scrip Code: 532651</b></p>
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**Subject- Intimation under Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015- Agreement for Purchase of Land and Reimbursement Arrangement**

Dear Sir/Madam,

Pursuant to the Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with Part A of Schedule III, this is to inform that the SPL Industries Limited (“the Company”) has agreed to purchase of an immovable Property i.e. Land, situated in Village Prithla, Tehsil Palwal, District Palwal, Haryana (“Property”).

## RECITALS

- The Property was originally agreed to be purchased by Elkay Overseas India, a Partnership Firm forming part of the Promoter / Promoter Group and a Related Party of the Company.
- Elkay Overseas India had executed an agreement with third-party sellers and had paid an advance money to such sellers.
- Elkay Overseas India hereby assigns, transfers, and conveys to SPL Industries Limited, all rights, title, benefits, interests, entitlements and obligations arising from the said agreement executed with the third-Party Sellers and has requested that the Sale Deed in respect of the Property be executed in favour of the Company.
- Consequently, the reimbursement of the advance amount earlier paid by Elkay Overseas India to the sellers shall be made, subject to execution of the Sale Deed in favour of the Company.

The details required to be furnished under Regulation 30 of Listing Regulations read with SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024, are enclosed as Annexure.

The above is for your intimation and records please.

Thanking You,

Truly yours,  
For, **SPL Industries Limited**

**Vishal  
Srivastava**

**Vishal Srivastava**  
(Company Secretary &  
Compliance Officer)

**Annexure**
**Detail of Agreement/Sale deed entered into by and among SPL Industries Limited and Third Party Sellers**

S. No.	Particulars	Remarks
1	Name(s) of parties with whom the agreement is entered	1)Nawal Kishore 2) Hari Chand 3) Duli Chand 4) Om Prakash 5) Manju Devi 6) Sangeeta 7) Vinay 8) Satish 9) Sunil Kumar 10) Parveen 11) Radha Devi 12) Mansa Ram 13) Sheela Devi 14) Prem Chand 15) Udaypal 16) Naresh Kumar 17) Bharat Sharma 18) Maya Devi 19) Satpal 20) Ashok Kumar 21) Mukesh Kumar 22) Khushi Ram (“Sellers”) (There is no direct/indirect relationship with the company.)
2	Purpose of entering into the agreement	Purchase of Immovable Property (Land).
3	Size of Agreement	Rs. 34,21,25,000/- (exclusive of Stamp Duty and Registration Fees and other related expenses which shall be in actuals)
4	Shareholding, if any, in the entity with whom the agreement is executed	Not Applicable
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.;	Purchase of Land, admeasuring 59 Kanal 10 Marle, situated in the Village Prithla, Tehsil Palwal, District Palwal, Haryana.
6	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	No, Sellers are unrelated third parties.
7	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	No
8	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not Applicable
9	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
10	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,	Not Applicable

	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;	
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 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

**Detail of Agreement between SPL Industries Limited & Elkay Overseas India for Reimbursement of Advance amount-**

S. No.	Particulars	Remarks
1	Details of the counterparties (including name and relationship with the listed entity);	Elkay Overseas India, Partnership firm, forming part of Promoter & Promoter Group.
2	Purpose of entering into the agreement	Reimbursement of advance amount paid by Elkay Overseas India to third-party sellers.
3	Shareholding, if any, in the entity with whom the agreement is executed	The company holds <u>no shareholding</u> in Elkay Overseas India.
4	Significant terms of the agreement (in brief);	Agreement relates to reimbursement of advance paid i.e. Rs. 3,42,12,501/- by Elkay Overseas India to the third-party sellers.
5	Extent and the nature of impact on management or control of the listed entity	For expansion of business.
6	Details and quantification of the restriction or liability imposed upon the listed entity;	The Company shall reimburse the advance amount to Elkay Overseas India; balance consideration will be paid directly to the sellers.
7	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Yes Elkay Overseas India, forms part of Promoter & Promoter Group of the company.
8	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	Yes. It is a Related Party Transaction and is at arm's length
9	In case of issuance of shares to the parties, details of issue price, class of shares issued;	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 rescission, amendment or alteration, 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 and reasons for amendment or alteration and impact	Not Applicable

	<p>thereof (including impact on management or control and on the restriction or liability quantified earlier);</p> <p>v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).</p>	
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