7th August, 2026

National Stock Exchange of India Ltd.
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex
Bandra (E), Mumbai – 400051
Symbol -TEXRAIL

BSE Limited
P. J. Towers,
Dalal Street,
Mumbai – 400001
Scrip Code – 533326

Dear Sirs,

Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligation & Disclosure Requirements) Regulations, 2015

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI Listing Regulations**"), we wish to inform you that the Company on 6th August, 2026 has executed a Memorandum of Understanding ("MOU") with Škoda Digital S.R.O., Czech Republic ("Skoda") to explore the potential for exploring business opportunities in the field of railway digitalization solutions.

The details as required under Regulation 30 of SEBI Listing Regulations read with SEBI Master Circular HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30th January, 2026 is provided in Annexure as enclosed.

This is for your information and record.

Thanking you,
Yours faithfully,
For **Texmaco Rail & Engineering Limited**

SANDEEP KUMAR SULTANIA
Digitally signed by SANDEEP KUMAR SULTANIA
Date: 2026.08.07 10:33:42 +05'30'

Sandeep Kumar Sultania
Company Secretary &
Compliance Officer

Registered Office:
Belgharia, Kolkata - 700 056, India
+91 33 2569 1500
texmail@texmaco.in
www.texmaco.in
CIN: L29261WB1998PLC087404

Annexure

Details under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read along with SEBI Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30th January, 2026.

S. No	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered;	Škoda Digital S.R.O., Czech Republic
2.	purpose of entering into the agreement;	The Memorandum of Understanding has been executed to explore the potential for exploring business opportunities in the field of railway digitalization solutions.
3.	size of agreement;	No commercial terms are applicable within the context of the MoU, it solely relates to a mutual understanding that the parties will explore and examine the potential for collaboration as noted in section 2 above.
4..	shareholding, if any, in the entity with whom the agreement is executed;	Nil.
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.;	The MoU records the Parties' mutual intention to explore a strategic collaboration on business opportunities in the field of railway digitalization solutions, especially AI-based systems, and other advanced rail digital technologies. The Parties have agreed to negotiate in good faith the terms of a definitive agreement, which shall be subject to mutual negotiations and the requisite approvals of the respective managements.
6.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	No. Škoda Digital S.R.O. is not related to the promoter, promoter group, or group companies of Texmaco Rail & Engineering Limited.

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7.	whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	No. The transaction does not constitute a related party transaction.
8.	in case of issuance of shares to the parties, details of issue price, class of shares issued;	Not applicable. The MoU does not contemplate any issuance of shares.
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. The MoU does not involve any loan or financing arrangement.
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.;	The MoU is intended to facilitate discussions for a potential future collaboration. Execution of the Definitive Agreement is subject to mutual negotiations and approvals of the respective managements. No nominee director rights, governance rights or conflict of interest arrangements have been agreed. The MoU is non-equity in nature and does not create any joint venture or partnership.
11.	in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): . name of parties to the agreement; . nature of the agreement; . date of execution of the agreement; iv. details of amendment and impact thereof or reasons of termination and impact thereof.	Noted.

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