



12th October 2026

National Stock Exchange of India Limited
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex, Bandra,
Mumbai - 400 051
Trading Symbol: NIPPOBATRY

BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street, Mumbai - 400001
Scrip Code: 504058

Dear Sir/Madam,

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

Pursuant to Regulation 30 of the SEBI Listing Regulations we hereby inform you that the Board of Directors of Indo-National Limited (the “**Company**”), at its meeting held on 12th October, 2026, approved the execution of Memorandum of Agreement (“**MoA**”) with Radiohms Agencies, RAL Consumer Products Limited (“**Distributors**”) and Rajendra Prasad Khaitan (“**RPK**”).

In accordance with Clause 5 of Para B of Part A of Schedule III of the SEBI Listing Regulations, read with the SEBI circular dated July 13, 2023, the requisite details in relation to the MoA are enclosed herewith.

Sr. No.	Particulars	Details
1.	Names of Parties with whom the Agreement is entered	- Indo National Limited - Radiohms Agencies - RAL Consumer Products Limited - Rajendra Prasad Khaitan
2.	Purpose	To <i>inter alia</i> record and confirm the cessation of the Distributors as the authorized wholesale distributors of the Company for Bihar, West- Bengal and North-Eastern States in India, with effect from 26 September 2024, and settlement of <i>inter-se</i> payables. Further, each of RPK and the Distributors have also entered into non-compete and non-solicit obligations vis-à-vis the Company.
3.	Size of Agreement	Payment to be made towards the purpose set out above including set-off of identified payables and receivables of RA / RAL as per the terms of the MoA, is a net sum of INR

Indo National Limited | Corporate office address: Pottipati Plaza, 3rd Floor, 77, Nungambakkam High Road, Chennai – 600034.

Registered office address: No. 609, Mount Road, Lakshmi Bhawan IVth FLOOR, Chennai- 600006.

CIN No: L31909TN1972PLC006196 | feedback@nippon.in | 044-2827 2711, 044-2824 2700 | www.nippon.in



		2,35,60,956 (Indian Rupees Two crores thirty-five lakhs sixty thousand nine hundred and fifty-six only) payable by the Company.
4.	Shareholding, if any, in 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.;	The key terms of the Agreement are as follows: (i) cessation of the Distributors as the authorized wholesale distributors of the Company for Bihar, West- Bengal and North-Eastern States in India, and settlement of <i>inter-se</i> payables. (ii) RPK and the Distributors shall undertake customary non-compete obligations in respect of certain product lines of the Company, and customary non-solicit obligations.
6.	Whether the parties to the Agreement are related to promoter / promoter group / associate / holding / subsidiary / group companies / Director / KMP and its relatives in any manner.	RPK is a member of the promoter group of the Company and is accordingly a 'related party' of the Company under the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations 2015.
7.	Whether the transaction would fall under related party transactions? If yes, Whether the transaction is done at "arm's length" basis	Yes. The transaction is undertaken at an arm's length basis.
8.	There is any issuance / transfer of shares to the parties?	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 the parties to the agreement; (ii) Nature of the agreement; (iii) Date of execution of the agreement; and (iv) Details of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable

The Board Meeting commenced at 03:00 P.M. and concluded at 4.00 P.M. (IST).

Request you to take the above on record.

Thanking you,

For Indo-National Limited

J
SRINIVASAN

Digitally signed
by J SRINIVASAN
Date: 2026.10.12
16:08:28 +05'30'

J. Srinivasan

Company Secretary

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