Texmaco
Rail & Engineering Ltd.

adventz

27th 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 Obligations & 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 has executed a Memorandum of Understanding ("MOU") with Bochumer Verein Verkehrstechnik GmbH, Germany ("BVV") to record the broad terms for exploring and pursuing potential collaboration in the field of railway wheels, wheelsets, axles and related rail vehicle components.

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 are 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: 2026.08.27 17:36:38 +05'30'

Sandeep Kumar Sultania
Company Secretary &
Compliance Officer

An adventz group company

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Belgharia, Kolkata - 700 056, India
+91 33 2569 1500

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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;	Bochumer Verein Verkehrstechnik GmbH, Germany ("BVV").
2.	purpose of entering into the agreement;	The Memorandum of Understanding ("MoU") has been executed to record the broad terms for exploring and pursuing potential collaboration between Texmaco Rail & Engineering Limited ("Texmaco") and BVV in the field of railway wheels, wheelsets, axles and related rail vehicle components, including (i) evaluation of opportunities and technical, qualification, certification and localisation requirements prescribed by Indian Railways; (ii) supply of such Products to the global railway industry, including Indian Railways; and (iii) provision of associated technical services and solutions, through a proposed joint venture entity and/or special purpose vehicle in India. The MoU also contemplates a supply arrangement pursuant to which BVV is proposed to supply the Products to Texmaco.
3.	size of agreement;	The MoU does not prescribe any immediate fixed commercial consideration. The detailed commercial terms, including the shareholding and funding structure of the proposed joint venture entity, minimum purchase commitments, pricing, supply capacity, delivery and payment terms, are to be agreed and documented under the definitive agreements. The shareholding distribution in the proposed joint venture entity between Texmaco and BVV remains subject to further negotiation and shall be agreed and documented under the Joint Venture Agreement.
4.	shareholding, if any, in the entity with whom the agreement is executed;	Nil. Texmaco does not hold any shareholding in BVV.
5.	significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share	The MoU sets out the broad framework for a proposed joint venture in India for the Products and related activities and contemplates execution of a Joint Venture Agreement and ancillary agreements. Key terms include: (a) the

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	subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	shareholding distribution and board appointment rights in the proposed JV Entity between Texmaco and BVV remain subject to further negotiation and shall be agreed under the Joint Venture Agreement; (b) BVV is expected to provide/ license relevant technology, technical know-how, manufacturing processes, engineering expertise and technical support, subject to the definitive agreements; (c) Texmaco is expected to undertake/ support localisation, industrialisation, manufacturing, assembly, testing, quality assurance, marketing, supply and after-sales support in India, subject to the definitive agreements; (d) BVV is proposed to be one of Texmaco's preferred international suppliers, subject to the Definitive Supply Agreement, with minimum purchase commitments, pricing and other commercial terms to be agreed therein; and (e) the Parties have agreed to negotiate and execute the definitive agreements in good faith. The MoU is effective for 12 months from execution unless terminated earlier in accordance with its terms. During its term, the MoU contains exclusivity provisions in relation to the contemplated purpose.
6.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	No. BVV is not related to the promoter, promoter group or group companies of Texmaco Rail & Engineering Limited.
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 to the MoU. The MoU does not itself involve any issuance of shares. The MoU contemplates establishment of a proposed JV Entity in India; the shareholding distribution between Texmaco and BVV, along with funding and other equity-related terms, remains subject to further negotiation and shall be agreed under the Joint Venture Agreement.
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	Not applicable. The MoU does not involve any loan or financing arrangement.

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	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;	
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 does not provide for any nominee director or governance rights in Texmaco Rail & Engineering Limited. It contemplates governance and board nomination rights in the proposed JV Entity, with the composition of the board and nomination rights of each party remaining subject to further negotiation and to be agreed under the Joint Venture Agreement. The MoU also contains exclusivity provisions during its term in relation to the contemplated purpose. The establishment and operation of the proposed JV Entity, investment/funding arrangements and the definitive supply and other commercial arrangements remain subject to execution of the definitive agreements and applicable corporate and regulatory approvals, wherever required.
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.	Noted.