RAJKAMAL SYNTHETICS LIMITED

CIN: L45100MH1981PLC024344
Regd. Off.: 411, Atlanta Estate Premises Co. Op. Soc. Ltd, G.M Link Road,
Goregaon (East), Mumbai – 400063.
Email: rajkamalsynthetics@gmail.com **Contact No**. 022-48255368,46056970

27.11.2026

To,
Corporate Relationship Department,
BSE Limited,
Phiroze Jeejeebhoy Towers, Dalal Street,
Mumbai – 400001

BSE Code: 514028

Sir/Madam,

Sub: Disclosure under Regulation 30 and 30A read with Clause 5 and 5A of para A of Part A of Schedule III of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, as amended ("SEBI LODR Regulations") read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 by Rajkamal Synthetics Limited ("Company")

Pursuant to the provisions of Regulation 30 and 30A read with Clause 5 and 5A of para A of Part A of Schedule III of the SEBI LODR Regulations, we wish to inform you that the Company has received an intimation that:

Mr. Kamal Kishore Somani ("Seller-1"), Mr. Ravi Birla ("Seller-2"), Mr. Abhishek Somani ("Seller-3"), Mr. Ankur Ajmera ("Seller-4"), Mr. Naresh Ajmera ("seller-5"), Mrs. Jyoti Ajmera ("Seller-6"), Mr. Brajraj Somani ("Seller-7") and Mr. Arpit Ajmera ("Seller-8"), (Seller-1, Seller-2, Seller-3, Seller-4, Seller-5, Seller-6, Seller-7 and Seller-8 hereinafter referred to as the "Sellers" or "Selling Shareholders") together holding an aggregate of 16,81,742 equity shares constituting 25.47% of the total paid-up equity share capital of the Company, have executed a Share Purchase Agreement ("SPA") dated November 26, 2026 with Mr. Arihant Jain (Hereinafter referred to as the "Acquirer"), for the sale of an aggregate of 16,81,742 fully paid-up equity shares of face value of Rs. 10/- each, constituting 25.47% of the total voting share capital of the Company, at a price of Rs. 10/- per equity share, aggregating to a total consideration of Rs.1,68,17,420 (Rupees One Crore Sixty-Eight Lacs Seventeen Thousand Four Hundred Twenty Only) ("Proposed Transaction"), along with the transfer of control and management of the Company.

The Proposed Transaction is subject to certain conditions as set out in the SPA. Further, pursuant to execution of the SPA, the Acquirer is required to make an Open Offer to the public shareholders of the Company in terms of the applicable provisions of the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011. The disclosures in accordance with SEBI LODR Regulations read with SEBI Master Circular no. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026, are attached hereto as "Annexure A".

Kindly take the above information on record.

Yours sincerely,

For Rajkamal Synthetics Limited

ANKUR AJMERA

Digitally signed by ANKUR AJMERA
Date: 2026.11.27 15:58:37 +05'30'

Ankur Ajmera
Managing Director & CEO
(DIN: 07890715)

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ANNEXURE – A

Disclosure under Regulation 30 and 30A read with Clause 5 and 5A of para A of Part A of Schedule III of the SEBI LODR Regulations read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 by Rajkamal Synthetics Limited

Sr. No.	Particulars	Description
1.	If the listed entity is a party to the agreement: details of counterparties (including name and relationship with the listed entity);	No, the listed entity, i.e., the Company is not a party to the SPA.
2.	If listed entity is not a party to the agreement, name of the party entering into such an agreement and the relationship with the listed entity; details of the counterparties to the agreement (including name and relationship with the listed entity); date of entering into the agreement.	The Share Purchase Agreement ("SPA") dated 26th November, 2026 was entered into by and between the following parties: Mr. Kamal Kishore Somani ("Seller-1"), Mr. Ravi Birla ("Seller-2"), Mr. Abhishek Somani ("Seller-3"), Mr. Ankur Ajmera ("Seller-4"), Mr. Naresh Ajmera ("seller-5"), Mrs. Jyoti Ajmera ("Seller-6"), Mr. Brajraj Somani ("Seller-7") and Mr. Arpit Ajmera ("Seller-8"), (Seller-1, Seller-2, Seller-3, Seller-4, Seller-5, Seller-6, Seller-7 and Seller-8 hereinafter referred to as the "Sellers" or "Selling Shareholders"), holding in aggregate 16,81,742 equity shares constituting 25.47% of the paid-up share capital of the Company; and Mr. Arihant Jain (Hereinafter referred to as the "Acquirer"); who is not related to the existing Promoters of the Company; for the sale of an aggregate of 16,81,742 fully paid-up equity shares of face value of Rs. 10/- each, constituting 25.47% of the total paid-up share capital of the Company, at a price of Rs. 10/- per equity share, aggregating to Rs. 1,68,17,420/-, along with control of the Company ("Proposed Transaction").
3.	Purpose of entering into the agreement	To sell 16,81,742 (Sixteen Lakhs Eighty-One Thousand Seven Hundred and Forty-Two) equity shares held by the Sellers, being the entire shareholding of the Promoters representing 25.47% of the total paid-up equity share capital of the Company, together with control of the Company, to the Acquirer, pursuant to the SPA.
4.	Shareholding, if any, in the entity with whom the agreement is executed	Acquirer is an existing shareholder of the Target Company and holds 42,292 Equity Shares (0.64%) of the Equity and Voting Share Capital of the Target Company. Further, Acquirer is director of wholly owned subsidiaries of the Target Company, namely Eliraluxe Skincare Private Limited and RKR Mines and Minerals Private Limited.

Sr. No.	Particulars	Description
5.	Significant terms of the agreement (in brief) – special rights like right to appoint directors, subscription in case of issuance of Shares, right to restrict any change in capital structure etc.	The SPA provides for the sale of the Sale Shares along with control of the Company. Upon completion of transfer of the Sale Shares and change in management, the Sellers and their nominees shall resign from the Board of Directors of the Company and the Acquirer shall be entitled to appoint their nominees on the Board. The SPA does not confer any right on the Acquirer to subscribe to further issue of shares/securities or any pre-emptive rights. The agreement contains customary conditions precedent, representations, warranties, covenants and indemnities in relation to completion of the transaction, and provides for reclassification of the Sellers from the promoter category to public category post completion of the Proposed Transaction, in accordance with Regulation 31A of the SEBI (LODR) Regulations, 2015.
6.	Extent and the nature of impact on management or control of the listed entity;	Upon completion of the transfer of the Sale Shares as contemplated in the SPA, there shall be a change in the management and control of the Company. The existing Promoters (Sellers) shall resign from the Board of Directors and shall be reclassified from the promoter category to the public category, and the Acquirer proposed to be classified as the new promoter of the Company, subject to compliance with applicable provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and SEBI (LODR) Regulations, 2015.
7.	Details and quantification of the restriction or liability imposed upon the listed entity;	During the currency of the Agreement and pending completion, the Sellers have undertaken and covenanted to the Acquirer, among other things, that the Company shall not, except with the prior consent of the Acquirer: • Undertake any new project or business, or alter or close any existing business of the Company; • Alter, by way of reduction, increase or otherwise, the authorised or issued share capital of the Company; • Issue any debentures, warrants or other securities, whether or not convertible into shares; • Sell, transfer or otherwise dispose of any immoveable property or other assets, except in the ordinary course of operations; • Assume, guarantee or become liable, directly or contingently, for the obligations of any third party; • Make any loans or grant credit to any person, except with the specific written permission of the Acquirer; • Incur any further indebtedness, except working capital finance obtained in the ordinary course of business; • Alter its Memorandum and Articles of Association; • Effect any scheme of amalgamation, arrangement or re-organisation;

Sr. No.	Particulars	Description
		• Declare or pay any dividend on its shares; • Create any fresh encumbrance on any of its properties or assets; or • Enter into any transaction which may have a material adverse effect on the net worth of the Company.
8.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	No, the Acquirer is not related to the existing Promoters of the Company save and except Acquirer is an existing shareholder of the Target Company and holds 42,292 Equity Shares (0.64%) of the Equity and Voting Share Capital of the Target Company. Further, Acquirer is director of wholly owned subsidiaries of the Target Company, namely Eliraluxe Skincare Private Limited and RKR Mines and Minerals Private Limited.
9.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	No, the aforesaid transaction is not a related party transaction.
10.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not applicable, as the Proposed Transaction involves transfer of existing equity shares and no fresh issuance of shares is involved.
11.	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.	As stated at Sr. No. 5 above, the Acquirer shall be entitled to appoint their nominee(s) on the Board of Directors of the Company upon completion of the transfer of Sale Shares and change in management. No other disclosures or potential conflicts of interest have arisen from the SPA.
12.	In case of rescission, amendment or alteration, 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; details and reasons for amendment or alteration and impact thereof; reasons for rescission and impact thereof.	Not applicable.