Brooks
LABORATORIES LIMITED

Corp. Off.:- 201, "The Summit Business Bay"
Behind Guru Nanak Petrol Pump,
Off Andheri Kurla Road, Andheri (E),
Mumbai - 400 093 (India)
Ph. : +91 22 69073100

July 16, 2026

BSE Limited **Listing Department-** **Phiroze Jeejeebhoy Tower,** **Dalal Street,** **Mumbai – 400 001,** **Scrip Code- 533543,**	**National Stock Exchange of India Ltd** **Exchange Plaza, C-1, Block G,** **Bandra Kurla Complex,** **Bandra (E)** **Mumbai – 400 051,** **Symbol: BROOKS**

Sub: Execution of binding Memorandum of Understanding with Steriscience Specialties Private Limited

Dear Sir/Madam,

Pursuant to Regulation 30 read with Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations"), we hereby inform that, further to the disclosure made by Brooks Laboratories Limited ("Company") on June 19, 2026 regarding the proposed sale of a portion of its shareholding in Brooks Steriscience Limited ("BSL"), the Company has entered into a binding **Memorandum of Understanding** ("MoU") with Steriscience Specialties Private Limited ("SSPL") and Brooks Steriscience Limited ("BSL") .

As previously disclosed, the proposed sale of a portion of the Company's shareholding in BSL remains subject to execution of definitive transaction documents, fulfilment of customary conditions precedent and receipt of applicable regulatory and other approvals.

The MoU records the commercial understanding among the parties in relation to the Company's proposed continuing investment in BSL upon completion of the aforesaid transaction. It, inter alia, sets out the agreed framework for protection of the economic value of the Company's retained investment, anti-dilution rights in respect of the existing business, principles governing capital requirements for the existing and future business lines, and certain interim rights and obligations of the parties during the term of the MoU.

The details as required under Regulation 30 of the SEBI Listing Regulations read with the SEBI Master Circular dated January 30, 2026 are enclosed as **Annexure A**.

Kindly take the above information on record.

Thanking You,

For Brooks Laboratories Limited

RANE KRUTIKA MOHAN
Digitally signed by RANE KRUTIKA MOHAN
Date: 2026.07.16 18:16:31 +05'30'

Krutika Rane
Company Secretary & Compliance Officer

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Annexure A

Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with the SEBI Master Circular dated January 30, 2026

Sr. No.	Particulars	Details
1	**Name(s) of parties with whom the agreement is entered**	Brooks Laboratories Limited, Steriscience Specialties Private Limited and Brooks Steriscience Limited.
2	**Purpose of entering into the agreement**	To record the commercial understanding between the parties governing the Company's continuing investment in Brooks Steriscience Limited, including the broad framework relating to value protection, capital funding principles, dilution principles, interim rights and obligations of the parties and the framework for any future transaction, if mutually agreed by the parties.
3	**Shareholding, if any, in the entity with whom the agreement is executed**	As on the date of execution of the binding MoU, Brooks Laboratories Limited holds 49.00% of the equity share capital of Brooks Steriscience Limited. Pursuant to the transaction approved by the Board of Directors at its meeting held on 19th June 2026, and subject to the completion of the said transaction, the Company's shareholding in Brooks Steriscience Limited shall stand reduced to 32.67%. The proposed transaction is expected to result in an immediate cash inflow of approximately INR 106.33 crores to the Company, which shall be utilised towards its growth and business expansion.
4	**Significant terms of the agreement (in brief)**	**a.** The MoU records the commercial understanding between the parties for a period of **two years** and provides the agreed commercial framework governing the Company's continuing investment in Brooks Steriscience Limited. **b.** Upon completion of the transaction approved by the Board on **19th June 2026**, the MoU provides a value protection framework in respect of the Company's remaining investment proposed to be retained in Brooks Steriscience Limited. Under the agreed commercial framework, the value attributable to such remaining investment (expected to represent approximately **32.67%** of the equity share capital of Brooks Steriscience Limited) shall not be less than approximately **USD 22.87 million**, being the value

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Sr. No.	Particulars	Details
		derived from an agreed business value of **USD 70 million**, or the fair market value attributable to such investment at the relevant time, whichever is higher. **c.** The parties have agreed that future capital requirements relating to the **existing business** shall, to the maximum extent practicable, be met through debt financing or other appropriate funding mechanisms. Where capital support is required for the existing business, the agreed funding structure shall preserve the agreed economic interest of the Company in accordance with the MoU. **d.** Capital requirements relating to any **new business line** shall be governed in accordance with the agreed commercial framework contained in the MoU. Any consequential change in the Company's shareholding arising therefrom shall be subject to the agreed commercial terms, including the value protection framework referred to above. **e.** Any future transfer of the Company's remaining investment, if undertaken, shall be subject to **mutual agreement** between the parties and execution of definitive transaction documents. The MoU does not confer any unilateral right or obligation upon either party to require or compel such transaction. **f.** During the term of the MoU, SSPL has agreed to use reasonable endeavours to procure the release and/or substitution of the corporate guarantees extended by Brooks Laboratories Limited in respect of borrowings of Brooks Steriscience Limited, together with certain customary interim shareholder rights and obligations pending the term of the MoU.
5	**Whether the said parties are related to promoter/promoter group/group companies in any manner. If yes, nature of relationship**	Steriscience Specialties Private Limited is neither a promoter nor a member of the promoter group of Brooks Laboratories Limited. Brooks Steriscience Limited is a joint venture company in which Brooks Laboratories Limited presently holds equity shares.
6	**Whether the transaction would fall within related party transactions? If**	No.Although Brooks Steriscience Limited is a signatory party to the MoU, the agreement primarily records the commercial understanding between

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Sr. No.	Particulars	Details
	yes, whether the same is done at arm's length	Brooks Laboratories Limited and Steriscience Specialities Private Limited.
7	**In case of issuance of shares to the parties, details of issue price, class of shares issued**	Not Applicable.
8	**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 binding MoU shall remain effective for a period of **two years** from the date of execution, unless terminated or otherwise dealt with in accordance with its terms.