



October 26, 2026

To,
The Corporate Relations Department,
Bombay Stock Exchange Limited,
P J Tower, Dalal Street, Fort,
Mumbai – 400001

Kind Attention: Corporate Relationship Department

BSE Scrip Code: 512115 Scrip ID: ROSEMER

Subject: Intimation pursuant to Regulation 30 of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Dear Sir/Madam,

We wish to intimate the Stock Exchange about the execution of a Consultancy Agreement dated *October 24, 2026* between Rose Merc Limited (the "**Company**") and Mohammed Hanif Kasim Shaikh ("**Mohammed Hanif**") to record the terms and conditions of the provision of business development and marketing services by Mohammed Hanif to the Fintech Division of the Company. The Consultancy Agreement has been signed by the authorised representative of Rose Merc on October 26, 2026.

The requisite details of the Consultancy Agreement are set out in **Annexures A** hereto.

Kindly take on record the aforesaid and acknowledge the receipt of the same.

Thanking You,

Yours Faithfully,

For ROSE MERC LIMITED

Vaishali
Parkar
Kumar

Digitally signed
by Vaishali
Parkar Kumar
Date: 2026.10.26
17:03:22 +05'30'

Vaishali Parkar Kumar
Managing Director
DIN: 09159108

Annexure A

Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 read with SEBI Master Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024

Disclosure of Consultancy Agreement

No	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered	- Rose Merc Limited (the "Company") - Mohammed Hanif Kasim Shaikh ("Mohammed Hanif")
2.	Purpose of entering into the agreement	To record the terms and conditions of provision of business development and marketing services by Mohammed Hanif to the Fintech Division of the Company.
3.	Size of agreement	The consultancy fee payable by the Company to Mohammed Hanif will be computed at an agreed percentage of the net revenue to be generated by the Fintech Division and consultancy/other fees to be received by the Company from third parties pertaining to the future operations of the Fintech Business. Accordingly, the size of the Agreement cannot be quantified.
4.	Shareholding, if any, in the entity with whom the agreement is executed	NA
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.;	Mohammed Hanif is agreed to be appointed as a consultant to provide business development and marketing services to the Fintech Division of the Company. The consultancy fee payable by the Company to Mohammed Hanif will be computed at an agreed percentage of the net revenue to be generated by the Fintech Division and consultancy/other fees to be received by the Company from third parties pertaining to the future operations of the Fintech Business.
6.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes,	Yes. Mohammed Hanif is the promoter and shareholder of Emirates Holding FZ LLC, which is one of the Board controlled subsidiaries of the Company.



**ROSE MERC
LIMITED**

तमसो ऽ मा ज्योतिर्गमय



15/b/4, New Sion Chs Swami Vallabhdas Road,
Opp SIES COLLEGE, Behind Dmart Store,
Sion West, Mumbai - 22

GSTIN : 27AACCR3663B1ZM
CIN : L70200MH1985PLC035078

No	Particulars	Details
	nature of relationship;	
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length	Yes, the transaction is a related party transaction and will be on arms' length basis.
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued.	NA
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	NA
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	Nil