

**GOODRICKE GROUP LIMITED**

Registered Office :
"Camellia House" 14, Gurusaday Road, Kolkata - 700 019
Telephone : 2287-3067, 2287-8737, 2287-1816
Fax No. (033) 2287-2577, 2287-7089
E-mail : goodricke@goodricke.com
visit us at : www.goodricke.com
CIN-L01132WB1977PLC031054

Date: 30.10.2026

To
Corporate Relationship Department,
BSE Limited,
Phiroze Jeejeebhoy Towers,
Dalal Street, Mumbai – 400001
BSE SCRIP Code – 500166

Dear Sir/Madam,

Sub: Execution of Non-Binding Memorandum of Understanding (MoU) for Sale of Barnesbeg Tea Estate – Intimation under Regulation 30 of SEBI (LODR) Regulations, 2015

This is to inform you that the Company has, on this 30th day of October, 2026, executed a Non-binding Memorandum of Understanding (MoU) with SPEC FINANCE IFSC PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013, bearing CIN :U66190GJ2023PTC145068 and ASHVIK STRATEGIC VENTURES LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, bearing LLPIN :ACZ-0629 (collectively referred to as the "Buyer"). The purpose of the said MoU is to permit the commencement of due diligence in relation to the proposed sale of Barnesbeg Tea Estate, on an "as is, where is" basis. It is clarified that the MoU is non-binding in nature and the execution of a definitive agreement for the said transaction shall be subject to the completion of satisfactory due diligence. The Board of Directors of the Company has approved the execution of the aforesaid MoU by way of a resolution passed by circulation on 15th October, 2026.

In compliance with Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, read with SEBI Circular No. SEBI/HO/CFD/CFD-PoD1/P/CIR/2023/123 dated 13th July, 2023, the requisite details in the prescribed format are enclosed herewith as **Annexure I**.

You are requested to kindly take above information on record.

Thanking You,
Yours faithfully,

FOR GOODRICKE GROUP LIMITED

Arnab

Chakraborty

ARNAB CHAKRABORTY
COMPANY SECRETARY

Digitally signed by Arnab
Chakraborty
Date: 2026.10.30 15:22:25
+05'30'

Encl.: As above



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Annexure -1

Sl. No.	Particulars	Description
a.	Nature of Transaction and its materiality threshold	<p>Execution of MoU for disposal of Barnesbeg Tea Estate.</p> <p>Amount and percentage (%) of Turnover/revenue/income contributed by Barnesbeg tea estate during the previous financial year 2025-26 is Rs. 2.62 Crores, contributing 0.25% of total turnover of the Company during the last financial year, fetching an average annual own crop of 40,000 Kgs of tea.</p> <p>Net Worth contribution is approximately 0.53% of total Net Worth of the Company as on 31st March, 2026.</p> <p>The value of the proposed transaction exceeds 5% of the of the average of the absolute value of profit or loss after tax, based on the last three audited financial statements.</p> <p>Accordingly, having regard to the thresholds prescribed under the Company's Policy for Determination of Materiality of Events and Information for Disclosure, and considering that the proposed transaction does not fall within the ordinary course of the Company's business, the management is of the view that the transaction constitutes a material event warranting disclosure to shareholders and other stakeholders in the interest of transparency and good governance.</p>
b.	Date on which the MoU has been entered into;	Non-Binding MoU entered on 30 th October, 2026.



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c.	The expected date of completion of sale/disposal/ execution of definitive Agreement for sale.	On or before 31 st January, 2027
d.	Consideration received from such sale/disposal;	Rs. 5,00,00,000/- (Rupees Five Crore Only) exclusive of applicable taxes subject to adjustments for value of current assets and current liabilities as on date of execution of definitive agreement for sale upon completion of due diligence.
e.	Brief details of buyers and whether any of the buyers belong to the promoter/ promoter group/group companies. If yes, details thereof;	<p>The buyers are two independently incorporated entities, as set out in the first paragraph of this letter. Upon completion of successful due diligence, the definitive Agreement for sale may be executed with a Joint Venture entity to be promoted and incorporated by the Buyer specifically for this transaction.</p> <p>The Buyer doesn't belong to promoter /promoter group or group companies.</p>
f.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	The proposed transaction does not constitute a Related Party Transaction.
g.	Whether the sale, lease or disposal of the undertaking is outside Scheme of Arrangement? If yes, details of the same including compliance with regulation 37A of LODR Regulations;	Yes, the proposed disposal of the tea estate falls outside the scope of the Scheme of Arrangement.
h.	Additionally, in case of a slump sale, indicative disclosures provided for amalgamation/merger, shall be disclosed by the listed entity with respect to such slump sale.	Not Applicable