



28th November, 2025

The Secretary

BSE Limited

Phiroze Jeejeebhoy Towers,

Dalal Street, Fort,

Mumbai – 400 001

BSE Code: 500645

Listing Department

National Stock Exchange of India Ltd.

Exchange Plaza,

Bandra - Kurla Complex, Bandra (E)

Mumbai – 400 051

NSE Code: DEEPAKFERT

Dear Sir/ Madam,

Sub: Intimation under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 - Investment in Alternative Investment Fund by Wholly Owned Subsidiary of the Company

Pursuant to the provisions of Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (Listing Regulations), this is to inform that, the Investment Committee of Mahadhan AgriTech Limited (MAL), wholly owned subsidiary of the Company has approved the proposal of investment up to Rs.75 Crores, in one or more tranches, in SOA FUND – SERIES I, a fund by State of Agriculture AIF Trust, registered with SEBI as a Category II Alternative Investment Fund under SEBI (Alternative Investment Funds) Regulations, 2012. This is in line with MAL's endeavor to turn into a full-stack, farmer-centric agritech player. By leveraging the AIF, MAL can access innovative agri-business models and position MAL for future growth opportunities with lower capital outlay and risk. MAL expects to benefit from both financial returns and strategic value creation.

In the same meeting, the Committee has also approved entering into contribution agreement in this regard. The details, as required pursuant to Para B of Part A of Schedule III read with SEBI Master Circular bearing No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated 11th November, 2024, are given below:



Sr. No.	Particulars	Details
1.	Name(s) of parties with whom the agreement is entered	Catalyst Trusteeship Limited (Trustee), SCM Commercial Private Limited (Investment Manager) and Mahadhan AgriTech Limited (Contributor)
2.	Purpose of entering into the agreement	Agreement is being executed to record the terms and conditions based on which the Contributor shall make Capital Contributions to the Fund and subscribe to the Units of the Fund and other matters, incidental and ancillary thereto
3.	Size of agreement	Contribution aggregating up to INR 75,00,00,000 (Rupees Seventy-Five crores)
4.	Shareholding, if any, in the entity with whom the agreement is executed	Neither the Company nor MAL hold any shares in Trustee and Investment Manager
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.	<ul style="list-style-type: none"> Contributor can appoint one representative to the Investment Committee. Only the Contributor can change or remove their representative. If a Super-Majority of Contributors feels it is necessary, they can appoint an independent consultant or firm to review the Fund's operations and report back to the Contributors. The Trustee can be removed from office if a Super-Majority of Contributors (or the Settlor) passes a resolution. Removal requires giving the Trustee three months' written notice.



6.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	MAL is contributing to SOA FUND – SERIES I in furtherance of its long-term strategic objectives and in a manner such that risks and exposures can be kept contained. The SOA FUND – SERIES I has been sponsored/ settled by an individual forming part of Promoter Group of the Company and managed by SCM Commercial Private Limited as Investment Manager, which is also part of the Promoter Group. The Investment Committee (constituted by Investment Manager) vested with the decision powers is comprising of Independent Sector Specialists along with MAL representative. MAL believes that by being an early investor before other investors with similar strategic intent get onboarded, will derive significant benefits.
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 at arm’s length basis.
8.	in case of issuance of shares to the parties, details of issue price, class of shares issued	MAL has agreed to acquire units of the Fund at face value of INR 1,000 per unit as specified in Private Placement Memorandum of the Fund.
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	Not applicable



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.	Not applicable
11.	<p>in case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s):</p> <ul style="list-style-type: none">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.	Not applicable

The time and occurrence of event is receipt of intimation from MAL on 28th November, 2025 around 11.22 a.m.

The above information will also be made available on the website of the Company at www.dfpcl.com.

Kindly take the above on your record.

Thanking you,

Yours faithfully,

For Deepak Fertilisers

And Petrochemicals Corporation Limited

Rabindra Purohit

VP- Legal, Compliance & Company Secretary