ARNOLD HOLDINGS LTD.

(Non-Banking Finance Company)
CIN No. L65993MH1981PLC282783

08.09.2026

Corporate Relationship Department,
Bombay stock Exchange,
Dalal Street,
Mumbai – 400001

BSE CODE: **537069**
Sir,

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 Arnold Holdings Limited ("Company")

Pursuant to the provisions 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:

1. HARIVARDHAN ENTERPRISES PVT LTD (seller 1), non-promoter category of the Company have executed a Share Purchase Agreement (**"SPA"**) dated 08th September, 2026 with PAWANKUMAR NATHMAL MALLAWAT **("Acquirer 1") promoter of the Company and ALLWIN SECURITIES LTD("Acquirer 2") collectively called as Acquirers** for the sale of an aggregate of 20,65,500 fully paid-up equity shares of face value of Rs. 10/- each, constituting 8.69% of the total voting share capital of the Company, at a price of Rs. 12.00/- per equity share ("**Proposed Transaction**").

2. KHATTU HOSPITALITY PVT LTD (seller 2) non- promoter category of the Company executed a Share Purchase Agreement (**"SPA"**), dated 08th September, 2026 with PAWANKUMAR NATHMAL MALLAWAT **("Acquirer 1") promoter of the Company** for the sale of an aggregate of **14,90,000** fully paid-up equity shares of face value of Rs. 10/- each, constituting 6.27% of the total voting share capital of the Company, at a price of Rs. 12.00/- per equity share ("**Proposed Transaction**").

The Proposed Transaction is subject to certain conditions as set out in the SPA. Further, pursuant to execution of the SPA, the Acquirers are 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 Arnold Holdings Limited

Raji Jaikumar Panicker
Digitally signed by Raji Jaikumar Panicker
Date: 2026.09.08 22:44:35 +05'30'

Raji Jaikumar Panicker
Company Secretary and Compliance Officer

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 the Company

Sr. No.	Particulars	Description
1.	If the listed entity is a party to the agreement: i. 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, i. name of the party entering into such an agreement and the relationship with the listed entity; ii. details of the counterparties to the agreement (including name and relationship with the listed entity); iii. date of entering into the agreement.	The Share Purchase Agreement ("SPA") dated 08th September, 2026 was entered into by/ between the following parties: 1. HARIVARDHAN ENTERPRISES PVT LTD (seller 1)**,** non-promoter category of the Company have executed a Share Purchase Agreement (**"SPA"**) dated 08th September, 2026 with PAWANKUMAR NATHMAL MALLAWAT **("Acquirer 1") promoter of the Company and ALLWIN SECURITIES LTD ("Acquirer 2") collectively called as Acquirers for** the sale of an aggregate of 20,65,500 fully paid-up equity shares of face value of Rs. 10/- each, constituting 8.69% of the total voting share capital of the Company, at a price of Rs. 12/- per equity share ("**Proposed Transaction**"). 2. KHATTU HOSPITALITY PVT LTD (seller 2) non-promoter category of the Company executed a Share Purchase Agreement ("SPA"), dated 08th September, 2026 with PAWANKUMAR NATHMAL MALLAWAT ("Acquirer 1") promoter of the Company for the sale of an aggregate of 14,90,000 fully paid-up equity shares of face value of Rs. 10/- each, constituting 6.27% of the total voting share capital of the Company, at a price of Rs. 12/- per equity share ("Proposed Transaction"). Acquirers are related party and Mr. Pawankumar Nathmal Mallawat holds 6,00,000 shares in the Company as on the date of execution of SPA i.e. September 08, 2026.
3.	Purpose of entering into the agreement	To sell **35,55,500** (Thirty-Five Lakhs Fifty-Five Thousand and Five Hundred) equity shares held by the Sellers, representing 14.96% of the total voting equity share capital of the company, to the Acquirers, pursuant to SPA.
4.	Shareholding, if any, in the entity with whom the agreement is executed	The Sellers do not hold any shares in the Acquirer and vice versa.

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 Share Purchase Agreement does not confer any special rights on the Acquirers, including any right to appoint directors, right to subscribe to further issue of shares/securities, pre-emptive rights or rights to restrict any change in the capital structure of the Company. The agreement primarily provides for the sale and purchase of the Sale Shares and contains customary conditions precedent, representations, warranties and covenants in relation to completion of the transaction.
6.	extent and the nature of impact on management or control of the listed entity;	The acquisition of the Target Company, by the Acquirers pursuant to the Share Purchase Agreement is not expected to result in any change in the management or control of the Company. The Share Purchase Agreement does not confer any special rights on the Acquirers, including any right to appoint directors or any other rights that would enable the Acquirers to exercise control over the management or affairs of the Company. Accordingly, there will be no impact on the management or control of the Company pursuant to the acquisition contemplated under the Share Purchase Agreement.

7.	details and quantification of the restriction or liability imposed upon the listed entity;	The obligations under the Share Purchase Agreement are primarily between the Seller and the Acquirers in relation to the sale and purchase of the Sale Shares. The Share Purchase Agreement does not impose any financial liability, payment obligation, restriction on the business or operations, or other material liability upon the Company.
8.	whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	The Acquirer1 is the Promoter of the Company. Acquirer 2 is the company related to the promoter/Acquirer1.
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 there are no shares being issued as part of the transaction.

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.	No
12.	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): a. name of parties to the agreement b. nature of the agreement c. date of execution of the agreement d. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); e. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	Not applicable