

Xpro India Limited

Birla Building (2nd Floor)
9/1 R.N. Mukherjee Road
Kolkata 700 001, India.
+91 (033) 4082 3700/2220 0600 ; xprocal@xproindia.com



November 6, 2025

National Stock Exchange of India Ltd.
“Exchange Plaza”,
Bandra-Kurla Complex,
Bandra (E),
Mumbai 400 051

BSE Limited
Corporate Relationship Department
1st Floor, New Trading Ring
Rotunda Building, P J Towers
Dalal Street, Fort, Mumbai 400 001

Stock Symbol: XPROINDIA(EQ)

Stock Code No: 590013

Dear Sir/Madam,

Sub : Outcome of the Board Meeting held on Thursday, November 6, 2025

Pursuant to Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“Listing Regulations”), we wish to inform you that the Board of Directors of Xpro India Limited (“the Company”), at its meeting held today, i.e., November 6, 2025, has, *inter alia*, approved a tripartite Agreement to be entered into between the Company, Xpro Dielectric Films FZ-LLC (“XDF”, subsidiary of the Company), and OASIS II Investment Holding Limited (“OASIS”, a special purpose vehicle set up as a private company limited by shares incorporated under the laws of Abu Dhabi Global markets), for the issue of 13,235 new Equity Shares (to be categorized as “Class A” shares) of AED 1000 each at a premium of AED 1500 per share.

From this issue XDF will raise AED 33,087,500 (United Arab Emirates Dirhams Thirty Three Million Eighty Seven Thousand Five Hundred only), which is intended to support the further growth of the said subsidiary. Post allotment of the said shares to OASIS, the Company will hold over 85% of the share capital of XDF.

The required disclosure, as per Schedule III of the Listing Regulations and SEBI Circular No. SEBI/HO/CFD/PoD2/CIR/P/0155 dated November 11, 2024, is enclosed herewith as *Annexure I and II*.

The Board Meeting commenced at 11:45 a.m. and concluded at 3.40 p.m.

Kindly take the same on record.

Thanking you,

Yours faithfully,
For **Xpro India Limited**

Kamal Kishor Sewoda
Company Secretary

Annexure I

Sr. No.	Particulars	Details
a.	The amount and percentage of the turnover or revenue or income and net worth contributed by such unit or division or undertaking or subsidiary or associate company of the listed entity during the last financial year	<p>The subsidiary was established on May 21, 2024 as a free zone limited liability company incorporated under the laws of Ras Al Khaimah Economic Zone, Ras Al Khaimah, U.A.E. and is yet to commence the intended manufacturing operations.</p> <p>However, the subsidiary contributed other income of INR 91.96 lacs, i.e., 0.17% of the consolidated income during FY 2024-25, and accounted for a net worth of INR 18,344.71 lacs, representing 30.06% of the net worth as of March 31, 2025.</p>
b.	Date on which the agreement for sale has been entered into	Not applicable
c.	The expected date of completion of sale/disposal	Not applicable
d.	Consideration received from such sale/disposal	Not applicable
e.	Brief details of buyers and whether any of the buyers belong to the promoter/ promoter group/group companies. If yes, details thereof	<p>Oasis II Investment Holding Limited, a private company limited by shares incorporated under the laws of Abu Dhabi Global Markets.</p> <p>Not related to, nor having any connection with, promoter/ promoter group/group companies.</p>
f.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at “arm’s length”	No
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.	Not applicable
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

Annexure II

Sr. No.	Particulars	Details
a.	Name(s) of parties with whom the agreement is entered.	Xpro Dielectric Films FZ-LLC (XDF) and Oasis II Investment Holding Limited (Oasis).
b.	Purpose of entering into the agreement.	Agreement to be executed to record mutual understanding with respect to their inter se rights, obligations, and relationship in relation to governance, management, and control of XDF, subsequent to issue of shares by XDF to Oasis.
c.	Shareholding, if any, in the entity with whom the agreement is executed.	XIL holds 75,000 shares of AED 1000 each in XDF. Currently, Oasis does not hold any shares in XDF, however, in terms of the agreement 13,235 Class A shares are to be issued and allotted to Oasis. There is no other connection between XIL and XDF with Oasis.
d.	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.	(a) Oasis shall have the right to nominate and appoint one Director to the Board of XDF as long as it holds at least 8% of XDF's capital; (b) the Company and Oasis shall have a first right in proportion to their holding to subscribe to any future issuance of shares; (c) any change in the capital structure of XDF shall require the consent of Oasis, and (d) Oasis shall have certain preferential rights in connection with distribution of liquidation proceeds of XDF, should the event arise.
e.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship.	Not applicable
f.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length".	Not applicable
g.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	13,235 new Class A shares of AED 1000 each to be allotted by XDF to OASIS at a premium of AED 1500 per share, for cash.
h.	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
i.	In case of termination or amendment of agreement, 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 of amendment and impact thereof or reasons of termination and impact thereof.	Not applicable