

August 20, 2025

To,

The BSE Limited

Phiroze Jeejeebhoy Towers

Dalal Street, Mumbai-400001

Scrip code: 540203

The National Stock Exchange India Limited Exchange Plaza, Bandra Kurla Complex Bandra (E), Mumbai-400051

NSE Symbol: SFL

Subject: Intimation under Regulation 30 read with Schedule III of SEBI (LODR) Regulations, 2015

Dear Sir/Madam,

Pursuant to Clause 5A of Para A of Part A of Schedule III read with Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable provisions, we wish to inform you that the Company has received an intimation regarding the execution of a gift deed for an inter-se transfer of equity shares among members of the promoter group. Post the transfer, there will be no change in the total promoter shareholding in the Company.

The necessary information required to be disclosed by the Company as per SEBI circular no. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 is enclosed herewith as Annexure – I.

This is for your information and records.

Thanking You,

Yours truly. For Sheela Foam Limited

(Md. Iquebal Ahmad) Company Secretary & Compliance Officer

Annexure - 1

S.No.	Particulars	Details
1	If the listed entity is a party to the agreement	Sheela Foam Limited ("the Company") is not party to the agreement.
	i. details of the counterparties (including name and relationship with the listed entity)	
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.	A Gift deed executed on 19.08.2025 between Mr. Rahul Gautam, Promoter, Mr. Tushaar Gautam, Promoter (Son of Mr. Rahul Gautam), Mrs. Namita Gautam, Promoter group (Wife of Mr. Rahul Gautam) and Mrs. Avantika Singh, (Promoter group being an immediate relative (spouse) of Tushaar Gautam).
3	Purpose of entering into the agreement Shareholding, if any, in the entity with whom the agreement is executed	Gift Deeds have been executed pursuant to a private family arrangement. Immediately prior to execution of the Gift Deed, Mr. Rahul Gautam hold 1,25,90,759 (11.58%), Mr. Tushaar Gautam, 3,41,98,628 (31.46%) and Mrs. Namita Gautam hold 1,14,31,758 (10.52%). The holding post transaction: Mr. Rahul Gautam hold 5,16,98,785 equity shares (47.56%), Mr. Tushaar Gautam hold 21,74,120 equity shares (2%), Mrs. Namita Gautam hold 21,74,120 equity shares (2%) and Mrs. Avantika Singh hold 21,74,120 equity shares (2%).
5	Significant terms of the agreement (in brief)	Gift Deeds have been executed pursuant to a private family arrangement.
6	Extent and the nature of impact on management or control of the listed entity	The aggregate holding of the Promoter and Promoter Group of the Company before and after the transaction shall remain the same.
7	Details and quantification of the restriction or liability imposed upon the listed entity	Not Applicable

SHEELA FOAM LTD.



8	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Yes, Mr. Rahul Gautam, Promoter, Mr. Tushaar Gautam, Promoter Group (Son of Mr. Rahul Gautam), Mrs. Namita Gautam, Promoter group (Wife of Mr. Rahul Gautam) and Mrs. Avantika Singh, (Promoter group being an immediate relative (spouse) of Tushaar Gautam).
9	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	No
10	In case of issuance of shares to the parties, details of issue price, class of shares issued	Not Applicable
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.	Not Applicable
12	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier).	Not Applicable