

**To:** BSE Limited  
Corporate Relationship Dept.  
Phiroze Jeejeebhoy Towers, Dalal Street  
Mumbai 400 001 Maharashtra, India

**Date:** 20 March 2025

Dear Sir or Madame,

**Subject: TO APPROVE THE TRANSACTIONS CONTEMPLATED UNDER THE SUPPLEMENTAL DEED**

### **Background**

1. We refer to:
  - (a) Non-Convertible Debentures having **ISIN INE696R07018 (Script Code: 974276)**.
  - (b) the draft of the supplemental deed to the Debenture Trust Deed (**Draft Supplemental Deed**) in the form as set out in **Annexure I** to this letter.
  - (c) the board resolutions dated 19 March 2025 passed by the board of directors of the Issuer as set out in **Annexure II** to this letter
  - (d) consent letter dated 20<sup>th</sup> March 2025 issued by the Debenture Trustee on behalf of Debenture Holder as set out in **Annexure III** to this letter
2. Unless otherwise defined in this letter, capitalised terms used but not defined in this letter have the meaning given to them in the Debenture Trust Deed.

### **Request**

3. The parties to the Debenture Trust Deed have agreed to amend the Debenture Trust Deed in accordance with the terms of the Supplemental Deed.

#### **4. Proposed Amendments**

- 4.1 The definition of “Final Redemption Date” in clause 1.1 (Definitions) of the Debenture Trust Deed shall be deleted in its entirety and replaced with:

“**Final Redemption Date**” means 27 September 2025.

- 4.2 Paragraph 3.1 (Scheduled Redemption and Final Redemption) of schedule 1 (Terms and Conditions) shall be deleted in its entirety and replaced with:

#### **“3.1 Scheduled Redemption and Final Redemption**

**Inbrew Beverages Pvt. Ltd. (Formerly Known as Molson Coors India Pvt. Ltd.)**

**REGD OFF.:** 406 KUSAL BAZAR 32-33 NEHRU PLACE NEW DELHI 110019.

**Corporate office:** 501, 5<sup>th</sup> Floor, Block 3B, DLF Corporate Park, Gurgaon, Haryana-122002

E-mail : [info@inbrew.com](mailto:info@inbrew.com) Website : [www.inbrew.com](http://www.inbrew.com)

CIN: U99999DL1972PTC318242

- (a) *Subject to clause 7 (Pro Rata Payments) of the Intercreditor Agreement, the Issuer shall redeem the Debentures in instalments on each Scheduled Redemption Date in an amount equal to the Scheduled Redemption Amount as set out below:*

| <b>Scheduled Redemption Date</b>                         | <b>Scheduled Redemption Amount (INR)</b> |
|--|--|
| Date falling 18 months from the Deemed Date of Allotment | 285,000,000                              |
| Date falling 21 months from the Deemed Date of Allotment | 285,000,000                              |
| Date falling 24 months from the Deemed Date of Allotment | 285,000,000                              |
| Date falling 27 months from the Deemed Date of Allotment | 285,000,000                              |
| Date falling 33 months from the Deemed Date of Allotment | 285,000,000                              |
| Final Redemption Date                                    | 5,425,000,000                            |

- (b) *The Issuer shall redeem the Debentures in full on the Final Redemption Date by paying the Final Redemption Amount.”*

Please could we request you to provide your in-principal approval to undertake the transactions contemplated by the Supplemental Deed.

Yours faithfully,

**For and on behalf of Inbrew Beverages Private Limited**

**Ruchi Negi**  
**Company Secretary**  
**M.No. A39287**  
**Add: A-1501, Galaxy Royale Society, Gaur City-2,**  
**Greater Noida West, Uttar Pradesh-201306.**

**Inbrew Beverages Pvt. Ltd. (Formerly Known as Molson Coors India Pvt. Ltd.)**

**REGD OFF.:** 406 KUSAL BAZAR 32-33 NEHRU PLACE NEW DELHI 110019.

**Corporate office:** 501, 5<sup>th</sup> Floor, Block 3B, DLF Corporate Park, Gurgaon, Haryana-122002

E-mail : [info@inbrew.com](mailto:info@inbrew.com) Website : [www.inbrew.com](http://www.inbrew.com)

CIN: U99999DL1972PTC318242

**ANNEXURE I**  
**FORM OF THE SUPPLEMENTAL DEED**

**SUPPLEMENTAL DEED**  
**AMENDING A DEBENTURE TRUST DEED**

**DATED 20 MARCH 2025**

**INBREW BEVERAGES PRIVATE LIMITED**  
**as the Issuer**

**AND**

**CATALYST TRUSTEESHIP LIMITED**  
**as the Debenture Trustee**

**AND**

**THE COMPANIES LISTED IN SCHEDULE 1 AS SECURITY PROVIDERS**  
**as the Security Providers**

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**THIS SUPPLEMENTAL DEED** is dated 20 March 2025 and made at New Delhi between:

- (1) **INBREW BEVERAGES PRIVATE LIMITED**, a company incorporated under the Companies Act with corporate identification number U99999DL1972PTC318242 and with its registered office at 406, Kusal Bazar, 32-33 Nehru Place, New Delhi - 110019 as issuer (the **Issuer**);
- (2) **THE COMPANIES** listed in Schedule 1 as security providers (the **Security Providers**); and
- (3) **CATALYST TRUSTEESHIP LIMITED**, a company incorporated under the Companies Act with corporate identification number U74999PN1997PLC110262 and with its registered office at GDA House, First Floor, Plot No. 85, Sr. No. 94 & 95, Bhusari Colony (Right), Kothrud, Pune – 411 038, Maharashtra as debenture trustee on behalf of the Secured Parties (the **Debenture Trustee**).

**BACKGROUND:**

- (A) Pursuant to a debenture trust deed dated 27 May 2022 and as amended and restated pursuant to the amendment and restatement deed dated 26 September 2022 (**Debenture Trust Deed**) made between the Issuer and the Debenture Trustee, the Issuer has issued and allotted the Debentures (as defined therein) in an aggregate amount up to INR 6,850,000,000 on a private placement basis in accordance with the provisions of Applicable Law (as defined therein) and the Debenture Trust Deed.
- (B) The parties to the Debenture Trust Deed have agreed to amend the Debenture Trust Deed as set out in this Supplemental Deed.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Terms defined in the Debenture Trust Deed shall, unless otherwise defined in this Supplemental Deed or a contrary intention appears, bear the same meaning when used in this Supplemental Deed and the following terms shall have the following meanings:

**Amended Debenture Trust Deed** means the Debenture Trust Deed as amended in accordance with Clause 2 (*Amendments*) and Schedule 3 (*Amendments to the Debenture Trust Deed*) of this Supplemental Deed.

**Effective Date** means the date on which the Debenture Trustee notifies the Issuer that it has received the documents and other evidence specified in Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to it, in accordance with Clause 2.2 of this Supplemental Deed.

**1.2 Interpretation**

The provisions of clause 1.2 (*Interpretation*) of the Debenture Trust Deed shall also apply to this Supplemental Deed but references to Clauses and Schedules are to clauses and schedules of this Supplemental Deed unless otherwise specified.

## **2. AMENDMENTS**

- 2.1 Pursuant to clause 19 (*Modifications to the Finance Documents*) of the Debenture Trust Deed, the Transaction Obligors and the Debenture Trustee (acting on the instructions of the Instructing Group) have agreed to amend the Debenture Trust Deed on the terms set out in this Supplement Deed. The amendments as set out in Schedule 3 (*Amendments to the Debenture Trust Deed*) shall take effect from (and including) the Effective Date.
- 2.2 The Debenture Trustee shall promptly notify the Issuer when it has received the documents and other evidence specified in Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to it.

## **3. CONDITIONS SUBSEQUENT**

- 3.1 Each Transaction Obligor and Aheadco Services shall deliver to the Debenture Trustee (in form and substance satisfactory to the Debenture Holders):
- (a) no later than 40 days after the Effective Date, evidence that the KIADB Mortgage Documents have been duly stamped and executed by each party to them;
  - (b) no later than 40 days after the Effective Date, evidence that all title documents in respect of the KIADB Property have been deposited with the Debenture Trustee;
  - (c) no later than 40 days after the Effective Date, evidence that all relevant filings in respect of the KIADB Mortgage Documents with the Central Registry have been made and the Issuer shall provide all assistance necessary and desirable to enable the Debenture Trustee to make the relevant filing;
  - (d) no later than 40 days after the Effective Date, evidence that form CHG-9 / CHG-1 has been filed by the Issuer in respect of the KIADB Mortgage Documents with the RoC of Companies, together with the relevant challan form generated by the RoC;
  - (e) no later than 50 days after the Effective Date, evidence that the certificate of registration has been issued by the RoC in relation to each of the KIADB Mortgage Documents; and
  - (f) no later than 60 days after the Effective Date, evidence that the KIADB Mortgage Documents have been registered with the relevant sub-registrar of assurances.
- 3.2 If any Transaction Obligor or Aheadco Services fails to deliver any documents or other evidence set out in Clause 3.1 by the date set out in that Clause, an immediate Event of Default will occur under the terms of the Debenture Trust Deed.

## **4. SECURITY**

Each Transaction Obligor and Aheadco Services:

- (a) agree to the terms of the Amended Debenture Trust Deed coming into effect from the Effective Date; and
- (b) confirm that, notwithstanding the amendments effected by this Supplemental Deed, from the Effective Date:

- (i) any security created by it under the Finance Documents (including under paragraph 2 (*Transaction Security*) of schedule 1 (*Terms and Conditions*) of the Amended Debenture Trust Deed) will: (A) continue in full force and effect; and (B) continue and/or extend to secure all obligations of each Transaction Obligor and Aheadco Services under the Finance Documents; and
- (ii) each Security Document to which it is a party: (A) will remain in full force and effect and will continue to constitute its legal, valid and binding obligations enforceable in accordance with their terms; and (B) will continue and/or extend to secure all obligations of each Transaction Obligor and Aheadco Services under the Finance Documents.

## 5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Issuer makes the representations and warranties set out in schedule 3 (*Representations and Warranties*) of the Debenture Trust Deed in relation to itself, and where relevant, the Group Members, to the Secured Parties (i) as at the date of this Supplement Deed (whether or not the Effective Date shall have occurred by such date); and (ii) as at the Effective Date, by reference to the facts and circumstances existing at such dates.
- 5.2 Aheadco Services makes the representations and warranties set out in clause 4 (*Representations and Warranties*) of the Subordination Deed to the Secured Parties (a) as at the date of this Supplement Deed (whether or not the Effective Date shall have occurred by such date); and (b) as at the Effective Date, by reference to the facts and circumstances existing at such dates.
- 5.3 In addition to the representations and warranties set out in Clauses 5.1 and 5.2 above, each of the Issuer and Aheadco Services represents and warrants that it is authorised to make the representations and warranties in respect of itself, and (in respect of the Issuer) where relevant, the Group Members (i) as at the date of this Supplement Deed (whether or not the Effective Date shall have occurred by such date); and (ii) as at the Effective Date, by reference to the facts and circumstances existing at such dates.
- 5.4 In addition to the representations and warranties set out in Clauses 5.1, 5.2 and 5.3 above, each of the Issuer and Aheadco Services represents and warrants that all title documents in respect of the KIADB Property are deposited with the State Excise Department, Government of Karnataka (**Excise Department**) (i) as at the date of this Supplement Deed (whether or not the Effective Date shall have occurred by such date); and (ii) on each day from the Effective Date until the title documents in respect of the KIADB Property are deposited with the Issuer by the Excise Department.
- 5.5 Each Transaction Obligor and Aheadco Services acknowledge that the Debenture Trustee has entered into this Supplemental Deed on the instructions of the Instructing Group in full reliance

on the representations and warranties made by them in the terms stated in Clauses 5.1, 5.2, 5.3 and 5.4 above.

## **6. COVENANTS IN RELATION TO THE KIADB PROPERTY**

- 6.1 The Issuer shall deposit with the Debenture Trustee all title documents in respect of the KIADB Property, no later than one Business Day after such title documents are returned to the possession of the Issuer by the Excise Department.
- 6.2 If the Issuer fails to deposit all title documents in respect of the KIADB Property by the date set out in Clause 6.1, an immediate Event of Default will occur under the terms of the Debenture Trust Deed.

## **7. CONTINUATION**

- 7.1 On and after the Effective Date, this Supplemental Deed is supplemental to, and shall be construed as one with, the Debenture Trust Deed.
- 7.2 Except as varied by the terms of this Supplemental Deed, the terms of the Debenture Trust Deed are confirmed and will remain in full force and effect.
- 7.3 References in the Debenture Trust Deed and in each of the Finance Documents to the Debenture Trust Deed shall be read and construed as a reference to the Debenture Trust Deed as amended and supplemented by this Supplemental Deed.
- 7.4 The Debenture Trustee and the Issuer hereby designate this Supplemental Deed as a Finance Document.

## **8. AFFIRMATIONS AND FURTHER ASSURANCE**

- 8.1 The parties hereto agree that, with effect from the Effective Date, they shall be bound by the terms of the Amended Debenture Trust Deed.
- 8.2 For the avoidance of doubt, the amendments given in this Supplemental Deed are limited only to the matters stated in this Supplemental Deed and also only to the extent that those matters are described in this Supplemental Deed. This Supplemental Deed is not and shall not be construed as a waiver of any obligation of or any Default by any Transaction Obligor or Aheadco Services under any Finance Document.
- 8.3 This Supplemental Deed is delivered without prejudice, in any manner, to any rights which the Secured Parties may have at any time now or in the future in relation to any outstanding Default or any other circumstances or matters which may give rise to a claim against any Transaction Obligor, Aheadco Services, any other Group Member or any other person (and whether subsisting at the date of this Supplemental Deed or otherwise), which rights shall remain in full force and effect.
- 8.4 Each Transaction Obligor and Aheadco Services agree that it shall promptly, upon the request of the Debenture Trustee (acting in accordance with the Approved Instructions), execute and

deliver at its own expense any document and do any act or thing in order to confirm or establish the validity and enforceability of this Supplemental Deed.

**9. FEES AND EXPENSES**

The Issuer shall within five Business Days of demand pay the Secured Parties the amount of all third party and documented costs and expenses (including legal fees subject to agreed caps (if any)) reasonably incurred by any of them (and, in the case of the Debenture Trustee, by any Receiver or Delegate) incurred by any of them in connection with the negotiation, preparation, printing, execution, and perfection of this Supplemental Deed.

**10. MISCELLANEOUS**

The provisions of clauses 13 (*Events of default and remedies*), 20 (*Assignment and Transfer*), 21 (*Taxes*), 24 (*Notices*), 26 (*Partial invalidity*), 27 (*Remedies and waivers*) and 32 (*Counterparts*) of the Debenture Trust Deed shall apply to this Supplemental Deed as though those clauses were set out in this Supplemental Deed, but as if references in those clauses to the Debenture Trust Deed were references to this Supplemental Deed.

**11. GOVERNING LAW**

This Supplemental Deed is governed by and shall be construed in accordance with the laws of India.

**12. JURISDICTION**

12.1 Subject to sub-clause 12.3 below, the courts and tribunals of New Delhi have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute regarding the existence, validity or termination of this Supplemental Deed) (a **Dispute**).

12.2 The Issuer agrees that the courts and tribunals of New Delhi are the most appropriate and convenient courts and tribunals to settle Disputes and accordingly it will not argue to the contrary. The Issuer irrevocably waives any objection now or in future, to the laying of the venue of any proceedings in the courts and tribunals in New Delhi.

12.3 This Clause 12 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by Applicable Law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Supplemental Deed has been entered into on the date stated at the beginning of this Supplemental Deed.

**SCHEDULE 1**

**THE SECURITY PROVIDERS**

| Name of Security Provider        | Registration number (or equivalent, if any) |
|----------------------------------|---|
| Inbrew Holdings Pte. Ltd.        | 202100931M                                  |
| Aheadco Services Private Limited | U74999DL2022PTC402882                       |

## **SCHEDULE 2**

### **CONDITIONS PRECEDENT**

#### **1. STOCK EXCHANGE APPROVAL**

- 1.1 Evidence that the Issuer has received the approval from the relevant Stock Exchange approving the amendment of the Debenture Trust Deed.

#### **2. TRANSACTION OBLIGORS**

- 2.1 A copy of a resolution of the board of directors of each of the Issuer and each Security Provider:
- (a) approving the terms of, and the transactions contemplated by, the Supplemental Deed and resolving that it execute, deliver and perform the Supplemental Deed;
  - (b) authorising a specified person or persons to execute the Supplemental Deed on its behalf;
  - (c) authorising a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Supplemental Deed; and
  - (d) resolving that it is in its best interest to enter into the transactions contemplated by the Supplemental Deed.
- 2.2 A specimen of the signature of each person authorised by the resolution referred to in paragraph 2.1 above.
- 2.3 Evidence that the resolution of the board of directors in respect of each of the Issuer and Aheadco Services has been filed with the RoC in the E-Form MGT 14 in accordance with the Companies (Management and Administration) Rules, 2014.

### SCHEDULE 3

#### AMENDMENTS TO THE DEBENTURE TRUST DEED

##### 1. AMENDMENTS

- 1.1 The definition of “Final Redemption Date” in clause 1.1 (Definitions) of the Debenture Trust Deed shall be deleted in its entirety and replaced with:

“**Final Redemption Date**” means 27 September 2025.

- 1.2 Paragraph 3.1 (*Scheduled Redemption and Final Redemption*) of schedule 1 (*Terms and Conditions*) shall be deleted in its entirety and replaced with:

##### “3.1 Scheduled Redemption and Final Redemption

- (a) Subject to clause 7 (*Pro Rata Payments*) of the Intercreditor Agreement, the Issuer shall redeem the Debentures in instalments on each Scheduled Redemption Date in an amount equal to the Scheduled Redemption Amount as set out below:

| <b>Scheduled Redemption Date</b>                         | <b>Scheduled Redemption Amount (INR)</b> |
|--|--|
| Date falling 18 months from the Deemed Date of Allotment | 285,000,000                              |
| Date falling 21 months from the Deemed Date of Allotment | 285,000,000                              |
| Date falling 24 months from the Deemed Date of Allotment | 285,000,000                              |
| Date falling 27 months from the Deemed Date of Allotment | 285,000,000                              |
| Date falling 33 months from the Deemed Date of Allotment | 285,000,000                              |
| Final Redemption Date                                    | 5,425,000,000                            |

- (b) The Issuer shall redeem the Debentures in full on the Final Redemption Date by paying the Final Redemption Amount.”

**SIGNATORIES TO THE SUPPLEMENTAL DEED**

**The Issuer**

INBREW BEVERAGES PRIVATE LIMITED

By:

Address: 406, Kusal Bazar, 32-33 Nehru Place, New Delhi - 110019

Attention:

**The Debenture Trustee**

CATALYST TRUSTEESHIP LIMITED

By:

Address: GDA House, First Floor, Plot No. 85, Sr. No. 94 & 95, Bhusari Colony (Right), Kothrud,  
Pune - 411 038

Attention:

**The Security Provider**

AHEADCO SERVICES PRIVATE LIMITED

By:

Address: 2/50, Sarvapriya Vihar, Malviya Nagar, South Zone, Delhi - 110017

Attention:

**The Security Provider**

INBREW HOLDINGS PTE. LTD.

By:

Address: 3 Phillip Street, #14-05, Royal Group Building, Singapore - 048693

Attention:

## Annexure II



**CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS (BOARD) OF INBREW BEVERAGES PRIVATE LIMITED (THE COMPANY) THROUGH CIRCULATION ON WEDNESDAY 19<sup>TH</sup> MARCH 2025.**

**TO APPROVE THE TRANSACTIONS CONTEMPLATED UNDER THE SUPPLEMENTAL DEED**

**“RESOLVED THAT:**

1. The Board pursuant to the provisions of Section 42, 71 and 179 of the Companies Act, 2013, read with the Companies (Prospectus and Allotment of Securities) Rules, 2014, Companies (Share Capital and Debentures) Rules, 2014 and Companies (Meetings of Board and its Powers) Rules, 2014 (including any statutory modification or re-enactment thereof for the time being in force), any other relevant provisions of the Companies Act, 2013, the provisions of the Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations, 2015, as amended, hereby approves the terms of, and the transactions contemplated by the supplemental deed to the debenture trust deed dated 27 May 2022 (as amended and restated from time to time, including by way of an amendment and restatement deed dated 26 September 2022), executed between the Company and Catalyst Trusteeship Limited (the **Supplemental Deed**) and resolves that it shall execute, deliver and perform the Supplemental Deed.
2. The Board hereby authorises the directors of the Company and the company secretary severally to execute the Supplemental Deed on its behalf and to sign and/or dispatch all documents and notices to be signed and/or dispatched by it under or in connection with the Supplemental Deed.
3. The Board hereby resolves that it is in the best interest of the Company to enter into the transactions contemplated by the Supplemental Deed.
4. The Board hereby resolves that the directors of the Company are severally authorized to undertake all such acts, deed and matters, as they may in their absolute discretion deem necessary, proper or desirable in connection with the aforesaid.

**CERTIFIED TRUE COPY**

**For M/s. Inbrew Beverages Pvt. Ltd.**

A handwritten signature in blue ink, appearing to read "Pulla Ganesina Reddy".

**PULLA GANESINA REDDY**

**Director**

**DIN: 07691564**

**Add: 22093, Prestige Falcon City, Kanakapura Road,  
Konekunte Cross Bangalore-560062**

Date March 20, 2025

To  
 INBREW BEVERAGES PRIVATE LIMITED  
 501 5TH FLOOR BLOCK 3B,  
 DLF CORPORATE PARK MG ROAD, DLF QE,  
 Gurgaon, Dlf Qe,  
 Haryana, India, 122002

Sub: No objection Certificate under Regulation 59 of SEBI LODR Regulations 2015 for change in the terms of NCDs of Inbrew Beverages Private Limited

Ref:

1. Debenture trust deed dated May 27, 2022, executed between the Company and Catalyst Trusteeship Limited ("Debenture Trust Deed") along with the Amendment and Restatement deed date September 26<sup>th</sup>, 2022 executed between the Company and Catalyst Trusteeship Limited.
2. Request for consent and no-objection certificate dated March 20, 2025 issued by Inbrew Beverages Private Limited ("Request Letter")

Dear Sir,

We write in our capacity as Debenture Trustee for 685 Crores (Six Hundred and Eighty-Five Crores) senior, rated, listed, secured, redeemable, non-convertible debentures, each having a face value of Rs. 10,00,000/- (Rupees Ten Lacs Only) aggregating up to INR 6850000000 /- (Rupees Six Hundred Eighty-Five Crore only) ("NCDs"), issued by Inbrew Beverages Private Limited

In consideration of the Request Letter and related correspondence thereof, and pursuant to the approval of the Debenture Holders, we hereby provide our consent and no-objection for the modifications to the terms of NCDs as requested in the Request Letter.

Please note this approval/no objection certificate is without prejudice to any of our rights and interests under the Transaction Documents and the consequential change in the terms of NCDs shall not be detrimental to interest of Debenture Trustee or the Debenture holder.

Request you to submit the NOC to Stock Exchange under Regulation 59(2) of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 for further approval. This NOC is subject to compliance by issuer with Regulation 59 of SEBI LODR Regulations 2015 and SEBI Master Circular for Debenture Trustee dated March 31, 2023.

Capitalized terms used but not defined herein will have the meanings ascribed to them in the Debenture Trust Deed and/or the Request Letter as the case may be.

*Asawant*

Thanking you,  
 Yours faithfully,  
 For Catalyst Trusteeship Limited

**CATALYST TRUSTEESHIP LIMITED**

An ISO: 9001 Company

Registered Office : GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 Tel : +91 (20) 6680 7200  
 Delhi Office : 910-911, 9<sup>th</sup> Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 Tel : +91 (11) 4302 9101/02  
 Corporate Office : 901, 9<sup>th</sup> Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013  
 Tel : +91 (22) 4922 0555 Fax : +91 (22) 4922 0505  
 CIN No. U74999PN1997PLC110262 Email : dt@ctltrustee.com Website : www.catalysttrustee.com

Pune | Mumbai | Bengaluru | Delhi | Chennai | GIFT City | Kolkata | Hyderabad



**Annexure I: Modification to the terms of the Debentures****Proposed Amendments**

- 1) The definition of “Final Redemption Date” in clause 1.1 (Definitions) of the Debenture Trust Deed shall be deleted in its entirety and replaced with:
- 2) Scheduled Redemption and Final Redemption
  - a) Subject to clause 7 (Pro Rata Payments) of the Intercreditor Agreement, the Issuer shall redeem the Debentures in instalments on each Scheduled Redemption Date in an amount equal to the Scheduled Redemption Amount as set out below:

| Scheduled Redemption Date                                | Scheduled Redemption Amount (INR) |
|--|-----------------------------------|
| Date falling 18 months from the Deemed Date of Allotment | 285,000,000                       |
| Date falling 21 months from the Deemed Date of Allotment | 285,000,000                       |
| Date falling 24 months from the Deemed Date of Allotment | 285,000,000                       |
| Date falling 27 months from the Deemed Date of Allotment | 285,000,000                       |
| Date falling 33 months from the Deemed Date of Allotment | 285,000,000                       |
| Final Redemption Date                                    | 5,425,000,000                     |

- b) The Issuer shall redeem the Debentures in full on the Final Redemption Date by paying the Final Redemption Amount.”

**CATALYST TRUSTEESHIP LIMITED**

An ISO:9001 Company

**Registered Office :** GDA House, Plot No. 85, Bhusari Colony (Right), Paud Road, Pune - 411 038 **Tel :** +91 (20) 6680 7200  
**Delhi Office :** 910-911, 9<sup>th</sup> Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110 001 **Tel :** +91 (11) 4302 9101/02  
**Corporate Office :** 901, 9<sup>th</sup> Floor, Tower-B, Peninsula Business Park, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400013  
**Tel :** +91 (22) 4922 0555 **Fax :** +91 (22) 4922 0505  
**CIN No. U74999PN1997PLC110262 Email :** dt@ctltrustee.com **Website :** www.catalysttrustee.com

Pune | Mumbai | Bengaluru | Delhi | Chennai | GIFT City | Kolkata | Hyderabad

