McLEOD RUSSEL
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29th September, 2026

The Secretary BSE Ltd P. J. Towers, 25th Floor Dalal Street MUMBAI – 400 001 **Scrip Code: 532654**	The Secretary National Stock Exchange of India, Listing Dept. Exchange Plaza, 5th Fl. Plot No. C/1, G-Block Bandra-Kurla Complex Bandra(E) MUMBAI – 400 051 **Scrip Code: MCLEODRUSS**

Dear Sir/Madam,

Sub: Disclosure under Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 – Execution and Signing of Master Restructuring Agreement

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 (‘SEBI LODR, 2015’) read with Para B of Part A of Schedule III to the Listing Regulations, we are pleased to inform that, McLeod Russel India Limited (‘the Company’) has entered into a Master Restructuring Agreement (‘MRA’) with National Asset Reconstruction Company Limited acting through India Debt Resolution Company Limited.

Disclosure pursuant to Regulation 30 of SEBI LODR, 2015, read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30th January, 2026 is enclosed as **Annexure - ‘A’.**

This disclosure is also being hosted on Company's Website: www.mcleodrussel.com.

Thanking you,

Yours faithfully,

For McLeod Russel India Limited

ALOK KUMAR SAMANT
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Date: 2026.09.29 18:19:23 +05'30'

Alok Kumar Samant
Company Secretary

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Annexure – 'A'

Disclosures pursuant to Regulation 30 of SEBI LODR, 2015 read with SEBI Master Circular No. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated 30th January, 2026

Sr. No	Particulars	Description
1	Name(s) of parties with whom the agreement is entered;	Master Restructuring Agreement (MRA) has been entered into by the Company with National Asset Reconstruction Company Limited (NARCL) and Mr. Aditya Khaitan.
2	Purpose of entering into the agreement;	Restructuring of the outstanding debt in accordance with the terms of the MRA.
3	Size of agreement	Total Outstanding debt of Rs. 2,483.31 Crore comprising Sustainable Debt of 1,050 Crore and Unsustainable debt – 1,433.31 Crore.
4	Shareholding, if any, in the entity with whom the agreement is executed	National Asset Reconstruction Company Limited does not hold any shares in the Company. Mr. Aditya Khaitan holds 17,272 equity shares in the Company.
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	• Repayment of Sustainable Debt by Financial Year ended 2029. • Constitution of a Monitoring Committee comprising representatives of the lender and the Company to oversee the implementation of the restructuring. • Allotment of 10% equity shares in the Company with anti-dilution protection • Pledge of existing Promoter shareholding / proposed shareholding in lieu of conversion of Promoter debt to equity • Right to appoint Nominee Director
6	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	NARCL is not related to promoter / promoter group / group companies in any manner. Mr. Aditya Khaitan is a promoter of the Company.
7	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	No
8	In case of issuance of shares to the parties, details of issue price, class of shares issued;	The issue/allotment of equity shares, if any, is subject to completion of applicable corporate, regulatory and other approvals and the number of shares/issue price will be as per the terms of MRA in compliance with the applicable laws.
9	In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount	Not Applicable.

Sr. No	Particulars	Description
	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;	
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	In case of termination or amendment of agreement, 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 of amendment and impact thereof or reasons of termination and impact thereof.	Not Applicable.

ALOK KUMAR SAMANT

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