



Regd. Office :
Bengal Eco Intelligent Park, Tower-1
Block - EM, Plot No. 3, Salt Lake City
Sector - V, 3rd & 15th Floor
Kolkata - 700 091, W.B.
TEL. : 71122334, 71122445
WEBSITE : www.haldiapetrochemicals.com
CIN : U24100WB2015PLC205383
GSTIN : 19AAGCB2001F1Z9

17th June, 2025

The Secretary
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street,
Mumbai - 400 001

Scrip Code: 974026

Dear Sir / Madam,

Sub: Approval for Material Modification of NCDs Issued by the Company

Re: Regulation 59 of SEBI (Listing Obligations & Disclosure Requirements)
Regulations, 2015

We are writing to seek your prior approval for a material modification to the terms and conditions of the terms and conditions of the debenture trust deed dated 28th June, 2022 ("Debenture Trust Deed") entered into between the Company and SBICAP Trustee Company Limited ("the Debenture Trustee"), in terms of which, the Company issued 2,500 (Two Thousand Five Hundred only) listed, rated, secured redeemable non-convertible debentures, having face value of Rs. 10,00,000/- (Rupees Ten Lakhs only) each, aggregating to a nominal value of up to Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crores only) ("NCDs" or "Debentures") issued on private placement basis, to HDFC Bank Limited (ISIN: INE105U07014 & Scrip Code: 974026) ("Debenture Holder").

In compliance with Regulation 59 of the SEBI Listing Regulations, 2015, we would like to inform you that the Company has mutually agreed with the Debenture Holder to make the following 2 modification(s) to the NCDs issued:

S. No.	Definition / Clause	Existing Terms	Revised Terms
1.	Addition of definition of "Put Exercise Date"	-	"Put Exercise Date" shall mean the date falling on the 4 th (Fourth) anniversary of the Date of Allotment, and each anniversary of such date thereafter, until the Final Settlement Date, on which the Debenture Holders who have exercised the Put Option in accordance with the terms of this Deed shall be entitled to receive payment of the Put Price from the Company.
2.	Addition of definition of "Call Exercise Date"	-	"Call Exercise Date" shall mean the date falling on the 4 th (Fourth) anniversary of the Date of Allotment, and each anniversary of such date thereafter, until the Final Settlement Date, on which the Company, having exercised the Call Option, in accordance with the terms of this Deed, shall be required to pay the Call Price to the Debenture Holders.

S. No.	Definition / Clause	Existing Terms	Revised Terms
3.	Addition of Clause 30.4A (Set-Off)	-	<p>SET OFF</p> <p>(a) Without prejudice to any other rights available under Applicable Law or contract, the Debenture Trustee (acting for and on behalf of the Debenture Holders), and each Debenture Holder individually, shall have a paramount right of set-off and a general and particular lien on any and all monies, deposits (including fixed deposits), accounts, securities, bonds, instruments or other property belonging to or held to the credit of the Company, whether held in trust or otherwise, now or hereafter in the possession, custody or control of the Debenture Trustee or any Debenture Holder (acting through their respective banking arms or affiliates), whether held in a general or special account or for safekeeping or otherwise, to the extent of all outstandings due and payable by the Company to the Debenture Holders under the Financing Documents.</p> <p>(b) All such appropriation and application shall be made on a pro-rata and pari passu basis among all Debenture Holders in accordance with the outstanding amounts due to each of them, unless otherwise agreed by the Debenture Holders or unless otherwise required by law or a court of competent jurisdiction.</p> <p>(c) The rights of set-off and lien under this Clause shall be in addition to, and not in limitation of, any rights, liens or security interests conferred by law, contract or otherwise, and shall survive the discharge or termination of this Deed or any other Financing Document.</p> <p>(d) The Company hereby waives any right of prior notice, demand, protest or consent in connection with the exercise of any right under this Clause and confirms that such rights may be exercised without reference to or consent from the Company.</p>

To effect the above changes, the following clauses have also been modified:

4.	Definition of "Put Notice Period"	"Put Notice Period" shall mean a period of 60 (sixty) days before the day falling at the expiry of the 3 (three) years of the Date of Allotment.	"Put Notice Period" means, in respect of each Put Exercise Date, the period of 60 (sixty) days immediately preceding the relevant Put Exercise Date.
5.	Definition of "Call Notice Period"	"Call Notice Period" shall mean a period of 60 (sixty) days before the day falling at the expiry of the 3 (three) years of the Date of Allotment.	"Call Notice Period" means, in respect of each Call Exercise Date, the period of 60 (sixty) days immediately preceding the relevant Call Exercise Date.
6.	Sub-clauses (i) and (ii) of Clause 18.5(g) (<i>Call Option</i>)	<p>(i) Provided that no Event of Default has occurred, the Company, may provide a prior written notice to the Debenture Trustee and the Debenture Holders ("Call Notice") within 15 (fifteen) days of starting of the Call Notice Period notifying the Debenture Trustee and Debenture Holders of its intention to redeem the Debentures ("Call Option").</p> <p>(ii) The Company shall pay the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Call Price") on or the day falling at the expiry of the 3 (three) years of the Date of Allotment ("Call Exercise Date"). On the Call Exercise Date, the Company shall ensure that the Call Price is delivered/credited to the bank account of the relevant Debenture Holders and upon receipt of the Call Price in the relevant accounts of the Debenture Holders, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no due letter (via a physical letter or an email to that effect to the Debenture Trustee) on the basis of which the Debenture Trustee shall provide a final no due letter to the Company and then the Company shall proceed with necessary corporate actions for redemption of the relevant Debentures.</p>	<p>(i) Provided that no Event of Default has occurred, the Company, may provide a prior written notice to the Debenture Trustee and the Debenture Holders ("Call Notice") within 15 (fifteen) days of starting of the Call Notice Period notifying the Debenture Trustee and Debenture Holders of its intention to redeem the Debentures ("Call Option") on applicable Call Exercise Date.</p> <p>(ii) The Company shall pay the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Call Price") on applicable Call Exercise Date. On the applicable Call Exercise Date, the Company shall ensure that the Call Price is delivered/credited to the bank account of the relevant Debenture Holders and upon receipt of the Call Price in the relevant accounts of the Debenture Holders, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no due letter (via a physical letter or an email to that effect to the Debenture Trustee) on the basis of which the Debenture Trustee shall provide a final no due letter to the Company and then the Company shall proceed with necessary corporate actions for redemption of the relevant Debentures.</p>
7.	Sub-clauses (i) and (ii) of Clause 18.5(h) (<i>Put Option</i>)	(i) Provided that no Event of Default has occurred, the Debenture Holders, may provide a prior written notice to the Company ("Put Notice") within 15 (fifteen) days of starting of the Put	(i) Provided that no Event of Default has occurred, the Debenture Holders may provide a prior written notice to the Company ("Put Notice") within 15 (fifteen) days

	<p>Notice Period notifying the Company their intention to exercise the Put Option and by paying the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Put Price") to redeem the relevant Debentures ("Put Option").</p> <p>(ii) The Company shall make the payment of the Put Price on or the day falling at the expiry of the 3 (three) years of the Date of Allotment ("Put Exercise Date"). On the Put Exercise Date, the Company shall ensure that the Put Price is delivered/credited to the bank account of the relevant Debenture Holders and upon receipt of the Put Price in the relevant accounts of the Debenture Holders, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no due letter (via a physical letter or an email to that effect to the Debenture Trustee) on the basis of which the Debenture Trustee shall provide a final no due letter to the Company and then the Company shall proceed with necessary corporate actions for redemption of the relevant Debentures.</p>	<p>from the commencement of any Put Notice Period, notifying the Company of their intention to exercise the Put Option and by paying the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Put Price") to redeem the relevant Debentures on the applicable Put Exercise Date.</p> <p>(ii) The Company shall make the payment of the Put Price on the applicable Put Exercise Date. On such Put Exercise Date, the Company shall ensure that the Put Price is delivered/credited to the bank account of the relevant Debenture Holders. Upon receipt of the Put Price in their respective accounts, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no-due letter (via physical letter or email to that effect to the Debenture Trustee), on the basis of which the Debenture Trustee shall issue a final no-due letter to the Company, and thereafter, the Company shall undertake all necessary corporate actions for the redemption of the relevant Debentures.</p>
--	--	--

We understand that under Regulation 59 of the SEBI Listing Regulations, 2015, approval from BSE Limited is required for making any material modification to the terms of the NCDs. As such, we hereby request your approval for the proposed modification to the terms of the NCDs.

We are enclosing the following documents for your consideration of our application:

- Approval of the HDFC Bank Limited, sole holders of NCDs (holders of not less than 75% (seventy five percent)), by value of the holders of the NCDs for ISIN: INE105U07014 & scrip code: 974026 and also SBICAP Trustee Company Limited, ("**Debenture Trustee**") (**Annexure 1 & 2**);
- Certification from practicing company secretary certifying that holders of not less than 75% (seventy five percent) (by value of holders of the NCDs) of the have provided their consent for changing the terms of the Debentures (**Annexure 3**);
- Certified true copy of the board resolution approving the modified terms of the NCDs (**Annexure 4**);

- Undertaking from the Company Secretary confirming compliance with provisions of the Companies Act, 2013 and SEBI Listing Regulations, 2015 and related circulars etc (**Annexure 5**);
- Detailed explanation for the proposed modification to the terms of NCDs (**Annexure 6**).
- Confirmation email from NSDL that there is no change in ISIN (**Annexure 7**).

The Company has also made payment of modification fees of Rs. 30,000/- on 16th June, 2025 vide UTR No. SBIN125167217446.

We kindly request that you consider our request and provide the necessary approval at the earliest. Should you require any further information or documents in relation to the modification, please feel free to contact us.

We look forward to your approval and guidance in this regard.

Thanking you,

Yours Sincerely,

For Haldia Petrochemicals Limited

Sarbani Mitra
Company Secretary
A14906



Encl: as above

Keshav Sadani

From: Deepak Narayan Singh
Sent: 14 May 2025 12:16
To: Treasury group
Subject: FW: [External]: Revision in Conditions for ISIN INE105U07014 - Haldia Petrochemicals Limited | HDFC Bank

Regards,

Deepak N Singh

From: SWAPNIL UJJWAL SINHA <swapnil.sinha@hdfcbank.com>
Sent: 14 May 2025 12:15
To: dt@sbicaptrustee.com; Shaanya.Srivastava@SBICAPTRUSTEE.COM; dt.compliances@sbicaptrustee.com
Cc: VIVEK MARDHA <vivek.marda@hdfcbank.com>; Rupak Saha1 <rupak.saha1@hdfcbank.com>; Deepak Narayan Singh <deepak.singh@hpl.co.in>; aditya.kapil@sbicaptrustee.com; Rajiv.Ranjan@SBICAPTRUSTEE.COM; Shubham.Badagode@SBICAPTRUSTEE.COM
Subject: [External]: Revision in Conditions for ISIN INE105U07014 - Haldia Petrochemicals Limited | HDFC Bank

CAUTION - EXTERNAL EMAIL: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Classification - Restricted

Classification - Restricted

Dear,

This is in reference to the NCDs issued by Haldia Petrochemicals Limited (ISIN: INE105U07014) wherein HDFC Bank Limited ("Bank") is the sole subscriber till date.

As decided, we propose to revise the terms of the said NCD to incorporate the following:

1. Put / Call option at the end of 4th, 5th, and 6th year
2. Right of general lien and set off in favour of debenture holders

Legal documents to give effect to the same will be discussed and closed with the Client in due course.

This is for your information, records, and for taking any necessary action to give effect to the Debenture Trust Deed at the earliest.

Please note that the Bank will continue to have all the rights and remedies available to it under the Debenture Trust Deed and nothing contained herein shall impair, dilute or prejudice the Bank's right under the Financing Documents.

Thanks & Best Regards,
Swapnil Ujjwal Sinha
Investment Banking | HDFC Bank
+91-9916822491



Ref. No. 1358/STCL/DT/2025-26-CL-3995

Date: June 11, 2025

To,
Haldia Petrochemicals Ltd.
Tower 1, Bengal Eco Intelligent Park (Techna),
Block EM, Plot No. 3, Sector V, Salt Lake,
Kolkata – 700 091.

Dear Sir,

Sub: - No-objection for modification of certain terms of non-convertible debentures in connection to listed, rated, secured, redeemable non-convertible debentures issued by Haldia Petrochemicals Limited ('the Company') ('Debentures' or 'NCDs') and application to Stock Exchange under Regulation 59 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

We are acting as Debenture Trustee for Debenture holders of listed, rated, secured, redeemable Non-Convertible Debentures ("NCDs") aggregating to Rs.250 Crores (Indian Rupees Two Hundred and Fifty Crores only) issued by Haldia Petrochemicals Limited ("the Company") under Debenture Trust Deed ("DTD") dated June 28, 2022, under ISIN INE105U07014.

We are in receipt of email dated May 29, 2025, and letter dated May 15, 2025, from the Company requesting to provide NOC for the proposed change in the structure of Debentures on the request of the Sole Debenture Holder as per Annexure I.

In this connection, we have received confirmation/ documents from the Company:

1. Request email dated May 29, 2025, and letter dated May 15, 2025
2. Debenture Holder proposal / confirmation for amendment - vide email dated May 14, 2025, from HDFC Bank Limited (Sole Debenture Holder).
3. Approval of the Company's Board for modification of repayment schedule of Debentures held by HDFC Bank Limited dated May 15, 2025.

On the basis of the consent and documents received we hereby provide our no-objection certificate for the proposed change in the Debentures under ISIN INE105U07014.

For SBICAP Trustee Company Limited

Authorised Signatory

Name: Shaanya Srivastava

Designation: Group Head – Debenture Trustee



SBICAP Trustee Company Ltd.

Registered & Corporate Office : 4th Floor, Mistry Bhavan, 122, Dinshaw Vachha Road, Churchgate, Mumbai, Pin - 400 020.

+91 22 4302 5566 / +91 22 4302 5555 corporate@sbicaptrustee.com CIN : U65991MH2005PLC158386

UDYAM REGISTRATION NUMBER (SMALL ENTERPRISE Under MSME Act, 2006) - UDYAM-MH-19-0111411

www.sbicaptrustee.com

A Group Company of SBI

Annexure I
Amended Terms of Debenture Trust Deed dated June 28, 2022

S. No.	Definition / Clause	Existing Terms	Revised Terms
1.	Addition of definition of "Put Exercise Date"	-	"Put Exercise Date" shall mean the date falling on the 4 th (Fourth) anniversary of the Date of Allotment, and each anniversary of such date thereafter, until the Final Settlement Date, on which the Debenture Holders who have exercised the Put Option in accordance with the terms of this Deed shall be entitled to receive payment of the Put Price from the Company."
	Addition of definition of "Call Exercise Date"	-	"Call Exercise Date" shall mean the date falling on the 4 th (Fourth) anniversary of the Date of Allotment, and each anniversary of such date thereafter, until the Final Settlement Date, on which the Company, having exercised the Call Option, in accordance with the terms of this Deed, shall be required to pay the Call Price to the Debenture Holders.
2.	Addition of Clause 30.4A (Set-Off)	-	SET OFF (a) Without prejudice to any other rights available under Applicable Law or contract, the Debenture Trustee (acting for and on behalf of the Debenture Holders), and each Debenture Holder individually, shall have a paramount right of set-off and a general and particular lien on any and all monies, deposits (including fixed deposits), accounts, securities, bonds, instruments or other property belonging to or held to the credit of the Company, whether held in trust or otherwise, now or hereafter in the possession, custody or control of the Debenture



			<p>Trustee or any Debenture Holder (acting through their respective banking arms or affiliates), whether held in a general or special account or for safekeeping or otherwise, to the extent of all outstandings due and payable by the Company to the Debenture Holders under the Financing Documents.</p> <p>(b) All such appropriation and application shall be made on a pro-rata and pari passu basis among all Debenture Holders in accordance with the outstanding amounts due to each of them, unless otherwise agreed by the Debenture Holders or unless otherwise required by law or a court of competent jurisdiction.</p> <p>(c) The rights of set-off and lien under this Clause shall be in addition to, and not in limitation of, any rights, liens or security interests conferred by law, contract or otherwise, and shall survive the discharge or termination of this Deed or any other Financing Document.</p> <p>(d) The Company hereby waives any right of prior notice, demand, protest or consent in connection with the exercise of any right under this Clause and confirms that such rights may be exercised without reference to or consent from the Company.</p>
--	--	--	---

To effect the above changes, the following clauses have also been modified:

3.	Definition of "Put Notice Period"	"Put Notice Period" shall mean a period of 60 (sixty) days before the day falling at the expiry of the 3 (three) years of the Date of Allotment.	"Put Notice Period" means, in respect of each Put Exercise Date, the period of 60 (sixty) days immediately preceding the relevant Put Exercise Date.
----	-----------------------------------	--	--



4.	Definition of "Call Notice Period"	"Call Notice Period" shall mean a period of 60 (sixty) days before the day falling at the expiry of the 3 (three) years of the Date of Allotment.	"Call Notice Period" means, in respect of each Call Exercise Date, the period of 60 (sixty) days immediately preceding the relevant Call Exercise Date.
5.	Sub-clauses (i) and (ii) of Clause 18.5(g) (Call Option)	<p>(i) Provided that no Event of Default has occurred, the Company, may provide a prior written notice to the Debenture Trustee and the Debenture Holders ("Call Notice") within 15 (fifteen) days of starting of the Call Notice Period notifying the Debenture Trustee and Debenture Holders of its intention to redeem the Debentures ("Call Option").</p> <p>(ii) The Company shall pay the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Call Price") on or the day falling at the expiry of the 3 (three) years of the Date of Allotment ("Call Exercise Date"). On the Call Exercise Date, the Company shall ensure that the Call Price is delivered/credited to the bank account of the relevant Debenture Holders and upon receipt of the Call Price in the relevant accounts of the Debenture Holders, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no due letter (via a physical letter or an email to that effect to the Debenture Trustee) on the basis of which the Debenture Trustee shall provide a final no due letter to the Company and then the Company shall proceed with necessary corporate actions for redemption of the relevant Debentures.</p>	<p>(i) Provided that no Event of Default has occurred, the Company, may provide a prior written notice to the Debenture Trustee and the Debenture Holders ("Call Notice") within 15 (fifteen) days of starting of the Call Notice Period notifying the Debenture Trustee and Debenture Holders of its intention to redeem the Debentures ("Call Option") on applicable Call Exercise Date.</p> <p>(ii) The Company shall pay the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Call Price") on applicable Call Exercise Date. On the applicable Call Exercise Date, the Company shall ensure that the Call Price is delivered/credited to the bank account of the relevant Debenture Holders and upon receipt of the Call Price in the relevant accounts of the Debenture Holders, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no due letter (via a physical letter or an email to that effect to the Debenture Trustee) on the basis of which the Debenture Trustee shall provide a final no due letter to the Company and then the Company shall proceed with necessary corporate actions for redemption of the relevant Debentures.</p>



6.	Sub-clauses (i) and (ii) of Clause 18.5(h) (Put Option)	<p>(i) Provided that no Event of Default has occurred, the Debenture Holders, may provide a prior written notice to the Company ("Put Notice") within 15 (fifteen) days of starting of the Put Notice Period notifying the Company their intention to exercise the Put Option and by paying the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Put Price") to redeem the relevant Debentures ("Put Option").</p> <p>(ii) The Company shall make the payment of the Put Price on or the day falling at the expiry of the 3 (three) years of the Date of Allotment ("Put Exercise Date"). On the Put Exercise Date, the Company shall ensure that the Put Price is delivered/credited to the bank account of the relevant Debenture Holders and upon receipt of the Put Price in the relevant accounts of the Debenture Holders, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no due letter (via a physical letter or an email to that effect to the Debenture Trustee) on the basis of which the Debenture Trustee shall provide a final no due letter to the Company and then the Company shall proceed with necessary corporate actions for redemption of the relevant Debentures.</p>	<p>(i) Provided that no Event of Default has occurred, the Debenture Holders may provide a prior written notice to the Company ("Put Notice") within 15 (fifteen) days from the commencement of any Put Notice Period, notifying the Company of their intention to exercise the Put Option and by paying the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Put Price") to redeem the relevant Debentures on the applicable Put Exercise Date.</p> <p>(ii) The Company shall make the payment of the Put Price on the applicable Put Exercise Date. On such Put Exercise Date, the Company shall ensure that the Put Price is delivered/credited to the bank account of the relevant Debenture Holders. Upon receipt of the Put Price in their respective accounts, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no-due letter (via physical letter or email to that effect to the Debenture Trustee), on the basis of which the Debenture Trustee shall issue a final no-due letter to the Company, and thereafter, the Company shall undertake all necessary corporate actions for the redemption of the relevant Debentures.</p>
----	---	---	---



S.SARKAR & ASSOCIATES
Company Secretaries

Angana Apartment, 2nd Floor
 57/2/1 Sarat Park, Kolkata-700078
 Mob: (+ 91) 9231699339, 7278563812
 Email: cssandip.sarkar@gmail.com

To
 The Secretary
BSE Limited
 Phiroze Jeejeebhoy Towers
 Dalal Street,
 Mumbai - 400 001

Sub-Consent of the Debenture Holder to change the Terms of Debenture as per Regulation 59 of SEBI (LODR) Regulation 2015

This is to inform that Haldia Petrochemicals Limited (CIN: U24100WB2015PLC205383) having registered office at Bengal Eco Intelligent Park (Techna) Tower - 1, Block-EM, Plot-3 Sector -V, Bidhan Nagar Kolkata - 700091 had issued Non Convertible Debentures amounting of Rs. 250 Crore (Rupees Two Hundred and Fifty Crore only) to HDFC Bank Limited (ISIN- INE105U07014) and Listed with BSE Limited.

We hereby confirm that HDFC Bank Limited vide it's email dated 14/05/2025 has given it's consent to the Debenture Trustee namely SBI CAP Trustee Company Limited having office at Mistry Bhavan 4th Floor, 122 Dinshaw Vachcha Road, Church Gate, Mumbai-400020 to revise the terms of the said NCD to incorporate the following in relation to aforesaid Non Convertible Debentures:

1. Put / Call option at the end of 4th, 5th, and 6th year;
2. Right of general lien and set out in favour of debenture holders.

For S.SARKAR & ASSOCIATES
Company Secretaries

Sandip
 Sarkar

Digitally signed
 by Sandip Sarkar
 Date: 2025.06.16
 11:37:31 +05'30'

SANDIP SARKAR
(Proprietor)
Membership No-FCS 7524
CP No-9483
PRC No-2516/2022

Date : 16/06/2025
Place: Kolkata



Annexure-4

Regd. Office :
Bengal Eco Intelligent Park, Tower-1
Block - EM, Plot No. 3, Salt Lake City
Sector - V, 3rd & 15th Floor
Kolkata - 700 091, W.B.
TEL. : 71122334, 71122445
WEBSITE : www.haldiapetrochemicals.com
CIN : U24100WB2015PLC205383
GSTIN : 19AAGCB2001F1Z9

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE 54TH MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 15TH MAY, 2025

REVISION IN REPAYMENT SCHEDULE OF NCDS ISSUED TO HDFC BANK LTD

.....

“RESOLVED THAT pursuant to applicable provisions of the Companies Act, 2013 and SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015 (including any statutory modification(s) or re-enactment(s) thereof for the time being in force) and subject to such other approvals, as may be required, approval of the Board of the Company be and is hereby accorded to (i) amend the terms and conditions of the debenture trust deed dated 28th June, 2022 executed by and between the Company and SBICAP Trustee Company Limited acting in its capacity as the debenture trustee, (“Debenture Trust Deed”) in terms of which the Company issued and allotted up to 2,500 (Two Thousand Five Hundred) Listed, Rated, Secured Redeemable Non-Convertible Debentures, on private placement basis, having face value of Rs. 10,00,000/- (Indian Rupees Ten Lakh only) each, of an aggregate nominal value of up to Rs. 250,00,00,000/- (Rupees Two Hundred Fifty Crore only) (“Debentures”) to HDFC Bank Limited (ISIN: INE105U7014) (“Debenture Holders”, which term shall include its successors / assignee / novate / transferee from time to time) to the extent necessary for incorporating the provisions in relation to general lien and set off, modifying the existing clauses pertaining to put option in the Debenture Trust Deed and effecting such other changes as may be required by the Debenture Holders (“Proposed Amendment”) and (ii) execute, deliver, perform such other deeds, agreements, undertakings, certificates, letters or documents, whether in connection with the Proposed Amendment or otherwise in relation to the Debentures, as may be required by the Debenture Holder;

RESOLVED FURTHER THAT the Whole-time Director & CEO, the Chief Financial Officer and the Company Secretary of the Company (Authorized Officers) be and are hereby severally authorised to, negotiate, approve, finalize, ratify, sign, dispatch and execute the agreements/ documents for and on behalf of the Company and to finalise the terms and conditions of the Proposed Amendment and all other additional agreements, deeds, documents, instruments, declarations, undertakings, covenants, applications and other papers necessary or desirable in connection with or incidental to giving effect to the purpose and intent of the above resolution;

RESOLVED FURTHER THAT the Authorized Officers of the Company, be and are hereby severally authorized to negotiate, finalise, execute and ratify the aforesaid documents and to sign letters of undertakings, declarations, agreements and other papers and make application to the relevant stock exchange for the aforesaid, each as may be required;

RESOLVED FURTHER THAT any agreements, certificates, letters or other documents in relation to the Debentures may, if agreed by the Debenture Holders, including the Proposed Amendment and any ancillary or related documentation, be executed in physical form or by electronic means and may be executed in several counterparts (each of which when executed

and delivered shall constitute an original but shall together constitute one and the same agreement), wherein delivery of an executed counterpart by e-mail or electronic transmission (including via scanned PDF) would constitute effective and binding execution and delivery of the documents;

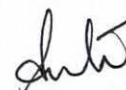
RESOLVED FURTHER THAT any and all actions of the Company and the Authorized Officers taken in connection with the foregoing resolutions, whether prior to the date hereof or hereafter be, and are hereby, ratified, confirmed, approved and authorised in all respects as if such actions had been specifically approved by the Board prior to being taken;

RESOLVED FURTHER THAT the copies of the foregoing resolutions, certified to be true by the Authorized Officers of the Company, be furnished to the Debenture Trustee/Debenture Holders and their respective legal or financial advisors, consultants or agents, as may be required.”

Date: 16.06.2025

For **Haldia Petrochemicals Limited**

Place: Kolkata



Sarbani Mitra
Company Secretary
A14906



Annexure 5

Regd. Office :
Bengal Eco Intelligent Park, Tower-1
Block - EM, Plot No. 3, Salt Lake City
Sector - V, 3rd & 15th Floor
Kolkata - 700 091, W.B.
TEL. : 71122334, 71122445
WEBSITE : www.haldiapetrochemicals.com
CIN : U24100WB2015PLC205383
GSTIN : 19AAGCB2001F1Z9

16th June, 2025

The Secretary
BSE Limited
Phiroze Jeejeebhoy Towers
Dalal Street,
Mumbai - 400 001

Sub: Undertaking regarding compliance with applicable laws for modification in terms of listed Non-Convertible Debentures (ISIN: INE105U07014)

I, Sarbani Mitra, Company Secretary of Haldia Petrochemicals Limited do hereby solemnly affirm and undertake as under:

1. That I am the Company Secretary of the Company and am duly authorized to provide this undertaking on behalf of the Company;
2. That with respect to the proposed material modification to the terms of the 2,500 Listed, Rated, Secured, Redeemable, Non-Convertible Debentures having a face value of Rs. 10,00,000/- each, aggregating to Rs. 250,00,00,000/- (Rupees Two Hundred Fifty Crores Only), issued to HDFC Bank Limited (ISIN: INE105U07014, Scrip Code: 974026), the Company has complied with all applicable provisions of:
 - The Companies Act, 2013 and the rules made thereunder;
 - SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015;
 - Applicable SEBI circulars and guidelines issued from time to time;
 - Terms of the Debenture Trust Deed and any other applicable agreements.
3. That the proposed modification which would make the following changes has been undertaken in accordance with due process and on the request of the debenture holder, HDFC Bank Limited:
 - Put / Call option at the end of 4th, 5th, and 6th year;
 - Right of general lien and set out in favour of debenture holders.
4. That all necessary corporate approvals and consents have been obtained and that there is no breach of any covenant or regulatory requirement in making the said modification.

This undertaking is being provided to BSE Limited for the purpose of seeking its approval under Regulation 59 of the SEBI Listing Regulations, 2015.

For Haldia Petrochemicals Limited

Sarbani Mitra
Company Secretary
A14906



Date: 15.05.2025

SBICAP Trustee Company Limited,
Mistry Bhavan, 04th Floor,
122 Dinshaw Vachha Road,
Churchgate Mumbai 400020

CIN: U24100WB2015PLC205383

With a cc to:

HDFC Bank Limited
3A Gurusaday Road
Kolkata – 700 019

Sub: Intimation about the amendment to the terms and conditions of the Debenture Trust Deed - modification of terms relating to the call option and put option and incorporation of set-off and lien provisions.

Dear Sir/Madam,

This is in relation to the amendment of certain provisions of the Debenture Trust Deed dated **June 28, 2022 ("Debenture Trust Deed")**, executed between **Haldia Petrochemicals Limited** (the "**Company**" or "**Issuer**") and **SBICAP Trustee Company Limited** (the "**Debenture Trustee**") ("**Debenture Trust Deed**"), in connection with the issuance of 2,500 (Two Thousand Five Hundred) listed, rated, secured and redeemable non-convertible debentures each having a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only), aggregating to a nominal amount of Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crores only) on private placement basis ("**Debentures**").

The proposed amendments relate to (i) modification of the existing terms of the call option and put option, and (ii) incorporation of provisions relating to the Debenture Holders' and Debenture Trustee's right of set-off and lien (collectively, the "**Proposed Amendment**"), by way of an amendment agreement to the Debenture Trust Deed.

The Board of Directors ("**Board**") of the Company in their meeting held on May 15, 2025, has approved the Proposed Amendment, vide a resolution passed at the said meeting. A certified true copy of the Board Resolution is enclosed as Annexure A.

The amended terms of Debenture Trust Deed are as follows:

S. No.	Definition / Clause	Existing Terms	Revised Terms
1.	Addition of definition of "Put Exercise Date"	-	"Put Exercise Date" shall mean the date falling on the 4 th (Fourth) anniversary of the Date of Allotment, and each anniversary of such date thereafter, until the Final Settlement Date, on which the Debenture Holders who have exercised the Put Option in accordance with the terms of this Deed shall be entitled to receive payment of the Put Price from the Company."



Regd. Office: Bengal Eco Intelligent Park (Techna), Tower 1, 3rd Floor, Block EM, Plot No. 3, Salt Lake City,

Sector V, Kolkata - 700 091, India | Phone No.: +91-33-71122334 / 71122445

E-mail: corp@hpl.co.in | Web: www.haldia Petrochemicals.com

	Addition of definition of "Call Exercise Date"	-	<p>"Call Exercise Date" shall mean the date falling on the 4th (Fourth) anniversary of the Date of Allotment, and each anniversary of such date thereafter, until the Final Settlement Date, on which the Company, having exercised the Call Option, in accordance with the terms of this Deed, shall be required to pay the Call Price to the Debenture Holders.</p>
2.	Addition of Clause 30.4A (Set-Off)	-	<p>SET OFF</p> <p>(a) Without prejudice to any other rights available under Applicable Law or contract, the Debenture Trustee (acting for and on behalf of the Debenture Holders), and each Debenture Holder individually, shall have a paramount right of set-off and a general and particular lien on any and all monies, deposits (including fixed deposits), accounts, securities, bonds, instruments or other property belonging to or held to the credit of the Company, whether held in trust or otherwise, now or hereafter in the possession, custody or control of the Debenture Trustee or any Debenture Holder (acting through their respective banking arms or affiliates), whether held in a general or special account or for safekeeping or otherwise, to the extent of all outstandings due and payable by the Company to the Debenture Holders under the Financing Documents.</p> <p>(b) All such appropriation and application shall be made on a pro-rata and pari passu basis among all Debenture Holders in accordance with the outstanding amounts due to each of them, unless otherwise agreed by the Debenture</p>

			<p>Holders or unless otherwise required by law or a court of competent jurisdiction.</p> <p>(c) The rights of set-off and lien under this Clause shall be in addition to, and not in limitation of, any rights, liens or security interests conferred by law, contract or otherwise, and shall survive the discharge or termination of this Deed or any other Financing Document.</p> <p>(d) The Company hereby waives any right of prior notice, demand, protest or consent in connection with the exercise of any right under this Clause and confirms that such rights may be exercised without reference to or consent from the Company.</p>
--	--	--	--

To effect the above changes, the following clauses have also been modified:

3.	Definition of "Put Notice Period"	"Put Notice Period" shall mean a period of 60 (sixty) days before the day falling at the expiry of the 3 (three) years of the Date of Allotment.	"Put Notice Period" means, in respect of each Put Exercise Date, the period of 60 (sixty) days immediately preceding the relevant Put Exercise Date.
4.	Definition of "Call Notice Period"	"Call Notice Period" shall mean a period of 60 (sixty) days before the day falling at the expiry of the 3 (three) years of the Date of Allotment.	"Call Notice Period" means, in respect of each Call Exercise Date, the period of 60 (sixty) days immediately preceding the relevant Call Exercise Date.
5.	Sub-clauses (i) and (ii) of Clause 18.5(g) (Call Option)	(i) Provided that no Event of Default has occurred, the Company, may provide a prior written notice to the Debenture Trustee and the Debenture Holders ("Call Notice") within 15 (fifteen) days of starting of the Call Notice Period notifying the Debenture Trustee and Debenture Holders of its intention to redeem the Debentures ("Call Option").	(i) Provided that no Event of Default has occurred, the Company, may provide a prior written notice to the Debenture Trustee and the Debenture Holders ("Call Notice") within 15 (fifteen) days of starting of the Call Notice Period notifying the Debenture Trustee and Debenture Holders of its intention to redeem the

		<p>(ii) The Company shall pay the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Call Price") on or the day falling at the expiry of the 3 (three) years of the Date of Allotment ("Call Exercise Date"). On the Call Exercise Date, the Company shall ensure that the Call Price is delivered/credited to the bank account of the relevant Debenture Holders and upon receipt of the Call Price in the relevant accounts of the Debenture Holders, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no due letter (via a physical letter or an email to that effect to the Debenture Trustee) on the basis of which the Debenture Trustee shall provide a final no due letter to the Company and then the Company shall proceed with necessary corporate actions for redemption of the relevant Debentures.</p>	<p>Debentures ("Call Option") on applicable Call Exercise Date.</p> <p>(ii) The Company shall pay the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Call Price") on applicable Call Exercise Date. On the applicable Call Exercise Date, the Company shall ensure that the Call Price is delivered/credited to the bank account of the relevant Debenture Holders and upon receipt of the Call Price in the relevant accounts of the Debenture Holders, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no due letter (via a physical letter or an email to that effect to the Debenture Trustee) on the basis of which the Debenture Trustee shall provide a final no due letter to the Company and then the Company shall proceed with necessary corporate actions for redemption of the relevant Debentures.</p>
6.	Sub-clauses (i) and (ii) of Clause 18.5(h) (<i>Put Option</i>)	<p>(i) Provided that no Event of Default has occurred, the Debenture Holders, may provide a prior written notice to the Company ("Put Notice") within 15 (fifteen) days of starting of the Put Notice Period notifying the Company their intention to exercise the Put Option and by paying the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Put Price") to redeem the relevant Debentures ("Put Option").</p> <p>(ii) The Company shall make the payment of the Put Price on or the day falling at the expiry of the 3</p>	<p>(i) Provided that no Event of Default has occurred, the Debenture Holders may provide a prior written notice to the Company ("Put Notice") within 15 (fifteen) days from the commencement of any Put Notice Period, notifying the Company of their intention to exercise the Put Option and by paying the outstanding Debt in relation to the Debentures along with the accrued but unpaid Coupon and any outstanding fees and other monies payable in relation thereto ("Put Price") to redeem the relevant Debentures on the applicable Put Exercise Date.</p>

		<p>(three) years of the Date of Allotment ("Put Exercise Date"). On the Put Exercise Date, the Company shall ensure that the Put Price is delivered/credited to the bank account of the relevant Debenture Holders and upon receipt of the Put Price in the relevant accounts of the Debenture Holders, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no due letter (via a physical letter or an email to that effect to the Debenture Trustee) on the basis of which the Debenture Trustee shall provide a final no due letter to the Company and then the Company shall proceed with necessary corporate actions for redemption of the relevant Debentures.</p>	<p>(ii) The Company shall make the payment of the Put Price on the applicable Put Exercise Date. On such Put Exercise Date, the Company shall ensure that the Put Price is delivered/credited to the bank account of the relevant Debenture Holders. Upon receipt of the Put Price in their respective accounts, such Debenture Holders shall deliver to the Company and the Debenture Trustee a no-due letter (via physical letter or email to that effect to the Debenture Trustee), on the basis of which the Debenture Trustee shall issue a final no-due letter to the Company, and thereafter, the Company shall undertake all necessary corporate actions for the redemption of the relevant Debentures.</p>
--	--	---	---

Based on the above, an application for amendment of the Debenture Trust Deed is proposed to be submitted to BSE Limited. In terms of Regulation 59(2) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015, one of the conditions for BSE's approval to such amendment is the prior approval of the debenture trustee.

Accordingly, we request you to kindly grant your consent/approval to the Proposed Amendment, as detailed above. A draft of the consent letter is enclosed herewith as Annexure B for your ready reference and use.

We request you to kindly acknowledge receipt and confirm your approval at the earliest.

Thanking you,

For Haldia Petrochemicals Limited


Pramod Kumar Gupta
EVP & CFO

Acknowledged By:

.....
SBICAP Trustee Company Limited

Annexure B

Format of consent letter of the debenture trustee

Ref. No. [●]

Date: [●], 2025

To,

Haldia Petrochemicals Ltd.

Tower 1, Bengal Eco Intelligent Park (Techna),
Block EM, Plot No. 3, Sector V, Salt Lake,
Kolkata – 700 091

CC:

BSE Limited

The Deputy Manager,
Department of Corporate Services,
PJ Tower, Dalal Street, Fort,
Mumbai – 400 001

And

HDFC Bank Limited

[●] *[S&P Note: To be populated with the address of HDFC Bank limited to which this consent letter shall be sent to.]*

Dear Sir,

Sub: - No-objection for modification of certain terms of Debenture Trust Deed, in connection to listed, rated, secured, redeemable non-convertible debentures issued by Haldia Petrochemicals Limited under Regulation 59 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

We are acting as debenture trustee for holders of 2,500 (Two Thousand Five Hundred) listed, rated, secured and redeemable non-convertible debentures each having a face value of Rs. 10,00,000/- (Rupees Ten Lakhs only), aggregating to a nominal amount of Rs. 250,00,00,000/- (Rupees Two Hundred and Fifty Crores only) (“**Debentures**”) issued by Haldia Petrochemicals Limited (the “**Company**”) under Debenture Trust Deed dated June 28, 2022 (“**DTD**”), under ISIN [●].

We are in receipt of intimation letter dated [●], 2025 (“**Intimation Letter**”), from the Company requesting our consent for the proposed amendments to the terms of the Debentures, as detailed in the said Intimation Letter.

In this connection, we confirm receipt of the following documents from the Company:

1. Intimation letter dated [●], 2025;
2. Consent/confirmation of the Debenture Holder – vide email/letter dated [●], 2025, from HDFC Bank Limited, approving the proposed amendments relating to the modification of terms concerning the call option and put option and the inclusion of provisions regarding right to set-off and lien.
3. Board approval granted through resolution passed Debenture Committee of the Board vide on [●], 2025. *[S&P Note: Company confirm the details.]*

Based on the above and subject to the accuracy and completeness of the documents provided, we hereby provide our consent and no- objection to the proposed amendments to the terms of the Debentures under ISIN [●] as requested by the Company.

For SBICAP Trustee Company Limited

Authorised Signatory

Name:

Designation:

Keshav Sadani**Subject:**

FW: [External]: RE: [External]: RE: [EXTERNAL]Haldia Petrochemicals Ltd - Modification to the terms of NCDs - ISIN: INE105U07014

From: Sanchita Bhise <SanchitaB@nsdl.com>

Sent: 17 June 2025 13:08

To: Investors <investors@hpl.co.in>; 'Sagar Narendra Mojindra' <sagar.mojindra@kfintech.com>; Sarbani Mitra <sarbani.mitra@hpl.co.in>; Priti Kumari Kedia <priti.kedia@hpl.co.in>; Partha Sarathi Dutta <partha.dutta@hpl.co.in>; Keshav Sadani <Keshav.Sadani@hpl.co.in>; Keshav Sadani <Keshav.Sadani@hpl.co.in>; dipti.ghosh@kfintech.com; Biswajit Maitymt <biswajit.maitymt@hpl.co.in>

Cc: Nidhi Kathrani <NidhiK@nsdl.com>; Akshay D. Kumbhar <Akshay.Kumbhar@nsdl.com>; Basant Sahu <BasantS@nsdl.com>; Anurag Tripathi <AnuragT@nsdl.com>; Rakesh Mehta <RakeshM@nsdl.com>

Subject: [External]: RE: [External]: RE: [EXTERNAL]Haldia Petrochemicals Ltd - Modification to the terms of NCDs - ISIN: INE105U07014

You don't often get email from sanchitab@nsdl.com. [Learn why this is important](#)

CAUTION - EXTERNAL EMAIL: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Sir/Madam,

Please note that there is only change in put /call option Exercise Date and Notice Period, there will be no change in the ISIN.

Regards,

Sanchita Bhise | Assistant Manager | Issuer Services – Operations

☎ : 022 69489349 | Email: SanchitaB@nsdl.com | Web: www.nsdl.co.in

National Securities Depository Limited | 3rd floor, Naman Chamber, Plot C-32, G-Block, Bandra Kurla Complex, Bandra East, Maharashtra - 400 051



From: Investors <investors@hpl.co.in>

Sent: 16 June 2025 16:21

To: Sanchita Bhise <SanchitaB@nsdl.com>; 'Sagar Narendra Mojindra' <sagar.mojindra@kfintech.com>; Sarbani Mitra <sarbani.mitra@hpl.co.in>; Priti Kumari Kedia <priti.kedia@hpl.co.in>; Partha Sarathi Dutta <partha.dutta@hpl.co.in>; Keshav Sadani <Keshav.Sadani@hpl.co.in>; Keshav Sadani <Keshav.Sadani@hpl.co.in>; dipti.ghosh@kfintech.com; Biswajit Maitymt <biswajit.maitymt@hpl.co.in>

Cc: Nidhi Kathrani <NidhiK@nsdl.com>; Akshay D. Kumbhar <Akshay.Kumbhar@nsdl.com>; Basant Sahu <BasantS@nsdl.com>; Anurag Tripathi <AnuragT@nsdl.com>; Rakesh Mehta <RakeshM@nsdl.com>

Subject: RE: [External]: RE: [EXTERNAL]Haldia Petrochemicals Ltd - Modification to the terms of NCDs - ISIN: INE105U07014

Dear Mam,

PFA the changes proposed for your reference.

Regards,

Secretarial Team

From: Sanchita Bhise <SanchitaB@nsdl.com>
Sent: 16 June 2025 16:18
To: Investors <investors@hpl.co.in>; 'Sagar Narendra Mojindra' <sagar.mojindra@kfintech.com>; Sarbani Mitra <sarbani.mitra@hpl.co.in>; Priti Kumari Kedia <priti.kedia@hpl.co.in>; Partha Sarathi Dutta <partha.dutta@hpl.co.in>; Keshav Sadani <Keshav.Sadani@hpl.co.in>; Keshav Sadani <Keshav.Sadani@hpl.co.in>; dipti.ghosh@kfintech.com; Biswajit Maitymt <biswajit.maitymt@hpl.co.in>
Cc: Nidhi Kathrani <NidhiK@nsdl.com>; Akshay D. Kumbhar <Akshay.Kumbhar@nsdl.com>; Basant Sahu <BasantS@nsdl.com>; Anurag Tripathi <AnuragT@nsdl.com>; Rakesh Mehta <RakeshM@nsdl.com>
Subject: [External]: RE: [EXTERNAL]Haldia Petrochemicals Ltd - Modification to the terms of NCDs - ISIN: INE105U07014

CAUTION - EXTERNAL EMAIL: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Sir/Madam,

Kindly share the details of the modification in old and new format.

Regards,

Sanchita Bhise | Assistant Manager | Issuer Services – Operations

☎ : 022 69489349 | Email: SanchitaB@nsdl.com | Web: www.nsdl.co.in

National Securities Depository Limited | 3rd floor, Naman Chamber, Plot C-32, G-Block, Bandra Kurla Complex, Bandra East, Maharashtra - 400 051



From: Anurag Tripathi <AnuragT@nsdl.com>
Sent: 16 June 2025 11:38
To: Investors <investors@hpl.co.in>; Nidhi Kathrani <NidhiK@nsdl.com>; Akshay D. Kumbhar <Akshay.Kumbhar@nsdl.com>; Sanchita Bhise <SanchitaB@nsdl.com>; Basant Sahu <BasantS@nsdl.com>
Cc: 'Sagar Narendra Mojindra' <sagar.mojindra@kfintech.com>; Sarbani Mitra <sarbani.mitra@hpl.co.in>; Priti Kumari Kedia <priti.kedia@hpl.co.in>; Partha Sarathi Dutta <partha.dutta@hpl.co.in>; Keshav Sadani <Keshav.Sadani@hpl.co.in>; Rakesh Mehta <RakeshM@nsdl.com>; Keshav Sadani <Keshav.Sadani@hpl.co.in>; dipti.ghosh@kfintech.com; Biswajit Maitymt <biswajit.maitymt@hpl.co.in>
Subject: RE: [EXTERNAL]Haldia Petrochemicals Ltd - Modification to the terms of NCDs - ISIN: INE105U07014
Importance: High

Akshay / Sanchita /Basant – could you please check and revert back on this.

From: Investors <investors@hpl.co.in>
Sent: 16 June 2025 11:21
To: Nidhi Kathrani <NidhiK@nsdl.com>
Cc: 'Sagar Narendra Mojindra' <sagar.mojindra@kfintech.com>; Sarbani Mitra <sarbani.mitra@hpl.co.in>; Priti Kumari Kedia <priti.kedia@hpl.co.in>; Partha Sarathi Dutta <partha.dutta@hpl.co.in>; Keshav Sadani

<Keshav.Sadani@hpl.co.in>; Basant Sahu <BasantS@nsdl.com>; Rakesh Mehta <RakeshM@nsdl.com>; Anurag Tripathi <AnuragT@nsdl.com>; Akshay D. Kumbhar <Akshay.Kumbhar@nsdl.com>; Sanchita Bhise <SanchitaB@nsdl.com>; Keshav Sadani <Keshav.Sadani@hpl.co.in>; dipti.ghosh@kfintech.com; Biswajit Maitymt <biswajit.maitymt@hpl.co.in>
Subject: [EXTERNAL]Haldia Petrochemicals Ltd - Modification to the terms of NCDs - ISIN: INE105U07014

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Sirs' / Mam,

Please be informed that Haldia Petrochemicals Limited has issued Non-Convertible Debenture to HDFC Bank Ltd bearing ISIN: INE105U07014.

The Board of Directors of the Company at its meeting held on 15th May, 2025 have approved modification to certain terms & conditions of the aforesaid NCDs.

Regulation 59 of the SEBI (Listing Obligations & Disclosure Requirements) Regulations, 2015, requires the approval of Stock Exchange for any modification to the terms of NCDs. The Company would be making application to BSE seeking its approval of the aforesaid modification of terms of repayment of NCDs. As a pre-requisite for making application to BSE, a Confirmation mail from depositories whether there is change or No change in ISIN is required.

Request you to please share said confirmation at the earliest to enable us submit application to BSE at the earliest and make changes to the DTD and other documents.

In case you desire any further information / documents, please do let us know.

Regards,

Secretarial Team
Haldia Petrochemicals Ltd

"Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential and may be privileged. If you are not the intended recipient, you are hereby notified that any review, re-transmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return email and delete this message and any attachments from your system. Virus Warning: Although the company has taken reasonable precautions to ensure no viruses are present in this email. The company cannot accept responsibility for any loss or damage arising from the use of this email or attachment."

***** This message is for the named addresses' use only. It may contain NSDL confidential, proprietary, or legally privileged information. If you receive this message in error, please immediately delete it. You must not, directly, or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Unless otherwise stated, any commercial information given in this message does not constitute an offer to deal on any terms quoted. Any reference to the terms of executed transactions should be treated as preliminary only and subject to our formal written confirmation.