Date: 14th April, 2026

Listing Compliances
BSE Limited,
Floor 25, P. J. Towers,
Dalal Street, Mumbai - 400001

Ref: **Scrip Code: 975855**

Sub: Intimation for Receipt of In-principle approval of BSE Limited for Restructuring of Non-Convertible Debentures (NCDs) issued by the Company. (ISIN: INE0Z1N07017)

Dear Sir/Madam,

In terms of provision of Regulation 51(2) (read with Part B of Schedule III) and other applicable Regulation of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (SEBI LODR), as amended from time to time, we wish to inform you that the subsequent to our application dated 27th March, 2026 for Re-structuring of Non-Convertible Debentures of the Company, the Exchange vide its letter dated 13th April, 2026 had granted In-principle approval for said Re-structuring.

The copy of the In-principle approval received is enclosed herewith.

You are requested to take the same on your record.

Thanking you
Yours faithfully,

For Wagholi Estates Private Limited

BHOPALE PRITAM PRAKASH
Digitally signed by BHOPALE PRITAM PRAKASH
Date: 2026.04.14 10:16:27 +05'30'

WAGHOLI ESTATES PRIVATE LIMITED

Pritam Prakash Bhopale
Company Secretary and Compliance Officer
Membership No: A43001

BSE
The Power of Vibrance

DCS/COMP/AS/IP/04/26-27

April 13, 2026

The Company Secretary
WAGHOLI ESTATES PRIVATE LIMITED
TECH PARK ONE, TOWER E,
NEXT TO DON BOSCO SCHOOL,
OFF AIRPORT ROAD, YERWADA PUNE -411006

Dear Sir/Madam,

Re: In Principle Approval for voluntarily redeem the Debentures prior to its specified maturity, subject to applicable law and the terms of the Debenture Documents of a face value of Rs. 80,000/- each Scrip code – 975855 ISIN - INE0Z1N07017.

We acknowledge the receipt of your application dated March 27, 2026, seeking In-Principle approval for voluntarily redeem the Debentures prior to its specified maturity, subject to applicable law and the terms of the Debenture Documents of face value of Rs. 80,000 each respectively listed with the Exchange, in terms of Regulation 59(1) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

In this regard, the Exchange is pleased to grant In-Principle approval for the modification as given in Annexure I
Exchange will give effect to the aforesaid modifications in the terms of the NCDs subject to Company fulfilling the following conditions:

1. Submission of letter/s issued by National Securities Depository Ltd. and/or Central Depositories Services (India) Ltd. confirming the proposed modifications in the structure/terms of the NCDs & no change in ISIN on account of this restructuring.
2. Certified true copy of the In-Principle approval received from National Stock Exchange (if applicable)
3. Compliance with the applicable provisions of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 as on date.
4. Compliance with applicable provisions of the Companies Act, 2013 and other applicable laws
5. Compliance with change in the guidelines, regulations, directions of the Exchange or any statutory authorities, documentary requirements from time to time. The Exchange reserves its right to withdraw its In-Principle approval at any later stage if the information submitted to the Exchange is found to be incomplete/ incorrect/ misleading/ false or for any contravention of Rules, Bye-laws and Regulations of the Exchange, Listing Agreement, Guidelines/ Regulations issued by the statutory authorities etc.
6.

This In-Principle approval is valid for a period of 3 months from the date of issue of this letter.

In case of change in ISIN, this In-Principle Approval will get invalidated & the issuer shall make a fresh application for In-Principle Approval.

Yours faithfully,

NPoojari

Nitinkumar Pujari
Assistant Vice President

Akshay Arolkar
Manager

Annexure – I

The DTD shall be amended as follows:

1.1 The definition of "*Early Redemption Date*" under clause 1.1 (*Definitions*) under the Debenture Trust Deed shall be replaced with the following:

""Early Redemption Date" means any date on which the Debentures are required to be redeemed pursuant to the:

(a) the occurrence of an Event of Default;

(b) occurrence of an illegality as set out in sub-paragraph (a) (Illegality) of paragraph 5 (Early Redemption) of Schedule 1 (Terms and Conditions); occurrence of a Disposal or Disposal – Project as set out in sub-paragraph (b) (Mandatory Redemption Event – Disposal) of paragraph 5 (Early Redemption) of Schedule 1 (Terms and Conditions);
(c) occurrence of an Insurance Claim Event as set out in sub-paragraph I (Mandatory Redemption Event – Insurance Event) of paragraph 5 (Early Redemption) of Schedule 1 (Terms and Conditions);
(e) occurrence of a Change of Control as set out in sub-paragraph (d) (Mandatory Redemption Event – Change of Control) of paragraph 5 (Early Redemption) of Schedule 1 (Terms and Conditions);
(f) occurrence of a Rating Downgrade Event as set out in sub-paragraph (e) (Mandatory Redemption Event – Rating Downgrade Event) of paragraph 5 (Early Redemption) of Schedule 1 (Terms and Conditions); or
(g) occurrence of voluntary redemption as set out in sub-paragraph (f) (Voluntary Redemption) of paragraph 5 (Early Redemption) of Schedule 1 (Terms and Conditions)."

1.2 The following voluntary redemption clause shall be substituted as sub-paragraph (f) (*Voluntary Redemption*) of Paragraph 5 (*Early Redemption*) under Schedule I (*Terms and Conditions*) of the Debenture Trust Deed. Pursuant to such substitution, sub-paragraph (f) of paragraph 5 (*Early Redemption*) under Schedule I (*Terms and Conditions*) of the Debenture Trust Deed shall be re-numbered as sub-paragraph (g) of paragraph 5 (*Early Redemption*) and any references to sub-paragraph 5(f) in the Debenture Trust Deed shall be construed accordingly:

"(f) Voluntary Redemption

The Company shall be entitled to redeem (in whole or in part) the Debentures held by one or more Debenture Holders provided that: (1) the Company issues a written notice of voluntary redemption to all Debenture Holders and the Debenture Trustee

(i) in the manner as more particularly set out in sub- paragraphs (ii) and (iii) below, (2) the Debenture Holder from whom the Debentures are proposed to be redeemed by the Company consents to such redemption in writing subject to sub-paragraph (iii) below (each such Debenture Holder, an "Accepting Debenture Holder"), and (3) no Event of Default has occurred and is continuing or shall occur pursuant to such redemption.

(ii) The Company shall issue a prior written notice of at least 21 (twenty one) days before the date from which such right of voluntary redemption is exercisable to all Debenture Holders and the Debenture Trustee (any such notice an "Company Notice"

and such notice period hereinafter the "Notice Period") specifying: (i) the aggregate value or number of the Debentures proposed to be redeemed; (ii) the date on which the Company proposes to redeem the Debentures ("Voluntary Redemption Date"), and (iii) in respect of each Debenture proposed to be redeemed on the Voluntary Redemption Date, the amount proposed to be paid by the Company towards such voluntary redemption.

(iii) Provided that: (i) each Debenture Holder shall at least 7 (Seven) Business Days prior to the Voluntary Redemption Date, notify the Company in writing its consent or rejection (as the case may be) to such redemption ("Response Period"), (ii) the Company shall be entitled to redeem the relevant Debentures held by the Accepting Debenture Holders on the Voluntary Redemption Date as specified in such Company Notice, and (iii) for the avoidance of doubt, it is hereby expressly clarified that, the Voluntary Redemption Date as specified in the Company Notice shall in no event be a date falling prior to the expiry of the Response Period.

(iv) Where the Company proposes to redeem the Debentures held by the Accepting Debenture Holders in part (and not whole), such redemption by the Company shall be: (1) pro-rata across all outstanding Debentures in the proportion of the Outstanding Nominal Value of each such Debenture to the aggregate Outstanding Nominal Value of the Debentures; and (2) made together with applicable Break Costs, Debt outstanding, accrued Coupon, Default Interest (if any) and all others costs, expenses and amounts payable under the Debenture Documents or otherwise in respect of such Debentures, and each Accepting Debenture Holder shall continue to maintain all voting rights in relation to the Debentures not redeemed.

(v) Any notice of redemption of the relevant Debentures given by the Company under this paragraph shall be at least for such period as required under Applicable Law and irrevocable by the Company in respect of the relevant Accepting Debenture Holder.

(vi) Any redemption of the Debentures shall be subject to Applicable Law including but not limited to the SEBI NCS Regulations and shall be subject to any lock-in requirements prescribed under such Applicable Law. No Company Notice shall be issued prior to expiry of any prescribed lock-in under Applicable Law, including without limitation under the SEBI NCS Regulations.

(vii) The Company shall provide a second written notice of 5 (five) days to each relevant Debenture Holder prior to the actual Voluntary Redemption Date, on which the amount proposed to be paid by the Company towards such voluntary redemption would be payable in accordance with the terms hereof.

(viii) For the avoidance of doubt, it is hereby expressly clarified that, the Company shall, upon redemption of Debentures pursuant to this paragraph, ensure compliance with all the covenants as set out in this Deed until the expiry of Final Settlement Date.

(ix) For the avoidance of doubt, it is hereby expressly clarified that all Debentures that are redeemed in full on a Voluntary Redemption Date will forthwith be cancelled and extinguished through appropriate corporate action.

(x) Any redemption of the Debentures pursuant to this sub-paragraph (f) shall be made by the Company together with all amounts payable under the Debenture Documents

or otherwise in respect of such Debentures including any applicable Break Costs, outstanding Debt, accrued Coupon, Default Interest (if any) and all other costs and expenses payable under the Debenture Documents.

(xi) Notwithstanding any other provision contained in this Deed, it is hereby clarified that on redemption having occurred on an Early Redemption Date pursuant to this sub-paragraph (f), the Company (A) shall not be liable to pay any Break Costs if the redemption is on a Coupon Reset Date; and (B) shall be liable to pay Break Costs together with accrued Coupon if the redemption is on a day other than a Coupon Reset Date."

1.3 The following clause will replace sub-paragraph (d) of paragraph 8 (*Redemption Mechanics*) under Schedule I (*Terms and Conditions*) of the Debenture Trust Deed:

"The Outstanding Nominal Value of each Debenture that is redeemed in part on any Early Redemption Date in accordance with sub-paragraphs (b) (Mandatory Redemption Event - Disposal), (c) (Mandatory Redemption Event – Insurance Event), (e) (Mandatory Redemption Event – Rating Downgrade Event) and (f) (Voluntary Redemption) of Paragraph 5 (Early Redemption), above will be adjusted downwards to reflect a reduction in the Outstanding Nominal Value of all the Debentures then outstanding on a pro-rata basis in proportion to the amount redeemed."