



SH/XII/116/2025

13th January, 2026

Corporate Relationship Department

BSE Limited

1st Floor, Phiroze Jeejeebhoy Towers,

Dalal Street, Fort,

Mumbai-400 001.

Scrip Code: 500040/974571/974877/

975457/975967/975968

Dear Sir/ Madam,

Sub: Disclosure regarding amendment in clauses of Debenture Trust Deed dated 1st March, 2024 and First Amendment Deed dated 16th June, 2025 (DTDs) in respect of 8.05% Unsecured, Listed, Rated, Senior, Redeemable, Non-Convertible Debentures of Rs. 250 crores issued by Aditya Birla Real Estate Limited ("Company") under ISIN -INE055A08045

Ref: Regulations 30 & 51 read with Part B of Schedule III of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI Listing Regulations")

Pursuant to the provisions of the SEBI Listing Regulations, this is to inform you that the Company has received the in-principle approval today from the BSE Limited vide its letter DCS/COMP/RM/IP/62/25-26 dated 13th January, 2026, for amendment in the clauses of Debenture Trust Deed dated 1st March, 2024 and First Amendment Deed dated 16th June, 2025 (DTDs) in respect of 25,000 8.05% Unsecured, Listed, Rated, Senior, Redeemable, Non-Convertible Debentures of face value of Rs. 1,00,000/- each aggregating to Rs. 250 crores issued under Private Placement basis ("Debentures") under ISIN- INE055A08045 and having scrip code 975457. The copy of the BSE in-principle approval is attached herewith for addition of sub-clause related to Call Option under Mandatory Redemption Event clause and deletion of clause related to Disposal of Assets.

Further, the Company will execute the Second Amendment Deed to the DTDs with the Debenture Trustee viz. SBICAP Trustee Company Limited to effect the above amendment in the DTDs.

This is for your information and record.

Thanking you,

Yours truly,

For **Aditya Birla Real Estate Limited**

(Formerly Century Textiles and Industries Limited)



ATUL K. KEDIA

Jt. President (Legal) & Company Secretary

Encl: as above

Aditya Birla Real Estate Limited

(Formerly known as Century Textiles and Industries Limited)

Regd. Office: Century Bhavan, Dr. Annie Besant Road, Worli, Mumbai - 400 030, India.

T: +91 22 2495 7000 | F: +91 22 2430 9491, +91 22 2436 1980

E: abrel.info@adityabirla.com | W: www.adityabirlarealestate.com

Corporate ID No.: L17120MH1897PLC000163

DCS/COMP/RM/IP/62/25-26

January 13, 2026

The Company Secretary
Aditya Birla Real Estate Limited
Century Bhavan
Dr. Annie Besant Road, Worli, Mumbai-400030

Dear Sir/Madam,

Re: In Principle Approval for addition of sub-clause related to Call Option under Mandatory Redemption Event clause and deletion of clause related to Disposal of Assets in Debenture Trust Deeds of Unsecured, Listed, Redeemable, Non-Convertible Debentures ("NCDs") of Face Value Rs. 1,00,000/- each of Scrip code – 975457 ISIN - INE055A08045

We acknowledge the receipt of your application dated December 24, 2025, seeking In-Principle approval for modifying the terms of Listed, Redeemable, Non-Convertible Debentures ("NCDs") of Face Value Rs. 1 lakh each 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 mentioned below 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.
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.

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

Yours faithfully,


Nitinkumar Pujari
Assistant Vice President


Parag Jain
Manager

Annexure I

- **Addition of clause related to early redemption/call option**

Amendment of the definition of 'Mandatory Redemption Event / Early Redemption' in the DTDs to include early redemption/call option clause, along with consequent amendment of relevant terms/provisions connected therewith wherever required in the DTDs

Existing Clause	Proposed Clause
<p>"Mandatory Redemption Event" means the occurrence of any of the following events:</p> <p>a) If, at any time, it is or will become unlawful for a Debenture Holder to hold the Debentures pursuant to change in the Applicable Law, such Debenture Holder shall promptly notify the Debenture Trustee and, the Company shall, forthwith, redeem the Debentures held by such Debenture Holders on such date together with payment of all other Outstanding Amounts; and/or</p> <p>b) Occurrence and continuation of an Event of default; and/or</p> <p>c) (i) the rating allocated to the Debentures by the Rating Agency and/or any other credit rating agency registered with SEBI is downgraded to A to below; or</p> <p>(ii) the long term rating of the Debentures is withdrawn or suspended by the Rating Agency and/or any other credit rating agency registered with SEBI.</p>	<p>"Mandatory Redemption Event" means the occurrence of any of the following events:</p> <p>a) If, at any time, it is or will become unlawful for a Debenture Holder to hold the Debentures pursuant to change in the Applicable Law, such Debenture Holder shall promptly notify the Trustee and, the Company shall, forthwith, redeem the Debentures held by such Debenture Holders on such date together with payment of all other Outstanding Amounts;</p> <p>b) If, at any time, the credit rating of the Debentures is downgraded to 'A' or below;</p> <p>c) The long term rating of the Debentures is withdrawn;</p> <p>d) Occurrence and continuation of an Event of default;</p> <p>e) Call Option.</p>

- **Deletion of Sub-Clause 2.26- Disposal of Assets under General Undertakings of Schedule 4:**

Existing clause	Proposed clause
<p>2.26 Disposal of Assets</p> <p>The Company shall not, until the Final Redemption Date, dispose any of its assets which is valued over and above INR 200,00,00,000/- (Indian Rupees Two Hundred Crores Only).</p>	<p>2.26 Disposal of Assets</p> <p>Deleted</p>