DME Development Limited
(A Wholly Owned Entity of NHAI)
NHAI Corporate Office, Plot G -5 &6, Sector – 10, Dwarka, New Delhi – 110075
CIN : U45202DL2020GOI368878/PH : 011- 25074100/25074200
Email: dmedl@nhai.org Website: www.dmedl.in

To
The Manager – Listing Compliance
National Stock Exchange of India Limited
Plot No. C/1, G Block, Bandra Kurla Complex,
Bandra(E), Mumbai-400051

Subject: Intimation regarding approval under Regulation 59 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015- INE0J7Q07215 and INE0J7Q07223

Dear Sir/Madam,

This is with reference to the application submitted by **DME Development Limited ("the Company")** seeking approval of the Stock Exchange for the proposed amendment/modification in the terms and conditions of the Non-Convertible Debentures ("NCDs") issued by the Company, pursuant to Regulation 59 of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("SEBI LODR Regulations").

We are pleased to inform you that the Company has received the requisite approval from the Stock Exchange vide its letter dated August 27, 2026 for ISIN INE0J7Q07215 and INE0J7Q07223, approving the proposed amendment/modification in the terms and conditions of the NCDs.

The approval has been obtained pursuant to the approval of the Debenture Holders through Postal Ballot and the requisite consent/no-objection from the Debenture Trustee, in accordance with the applicable provisions of the SEBI LODR Regulations and other applicable laws.

The key modification approved relates to the preponement of the redemption date of the outstanding NCDs to 30 September 2026, along with the redemption price/other terms as approved by the Debenture Holders and the Stock Exchange.

The Company shall take all necessary steps to give effect to the aforesaid modification and complete the requisite regulatory, depository and other formalities in this regard.

A copy of the approval letter received from the Stock Exchange is enclosed herewith for your reference and records.

You are requested to kindly take the same on record.

Thanking you,

For DME Development Limited

PRACHI MITTAL
Digitally signed by PRACHI MITTAL
Date: 2026.08.31 16:42:59 +05'30'

Prachi Mittal
Company Secretary & Compliance Officer
Membership No.: 40236

Encl.: Copy of Stock Exchange approval letter

NSE

Nifty50

Ref: NSE/LIST/D/2026/0074

August 27, 2026

The Company Secretary
DME Development Limited

Dear Sir/Madam,

Sub.: No-Objection in terms of Regulation 59 of SEBI (LODR) Regulations, 2015.

This is with reference to your application dated August 21, 2026, for the amendment in the following document, pursuant to Regulation 59 of SEBI (LODR) Regulations 2015: -

1. Debenture Trust Deed dated February 24, 2023 in relation to Non-Convertible Debentures issued by the company under the ISIN - INE0J7Q07215 (Details of insertion are attached as Annexure I).

2. Information Memorandum dated February 16, 2023 in relation to Non-Convertible Debentures issued by the company under the ISIN - INE0J7Q07215 (Details of insertion are attached as Annexure II).

Based on the approval from Board of Directors of the Company, Debenture Holders and Debenture Trustee, Certification from Practicing Company Secretary and Undertaking from the Company Secretary of the Company submitted by the Company in terms of Regulation 59 of SEBI (LODR) Regulations, 2015 we do hereby convey our 'No-Objection' on the amendment of existing clauses in the aforesaid Debenture Trust Deed and Information Memorandum (Details of insertion are attached as Annexure I and II).

The Exchange reserves its right to withdraw its No-Objection letter at a later stage if the information submitted to the Exchange is found to be incomplete/incorrect/misleading/false or in contravention of any Rules, Bye-laws and Regulations of the Exchange, SEBI (LODR) Regulations, 2015, Guidelines/ Regulations issued by statutory authorities, etc.

Kindly note that post implementation of the changes as per this in-principle approval, the Company shall be required to approach the Exchange for carrying out necessary changes, if any, in the Exchange records.

Kindly note, this Exchange letter should not be construed as approval under any other Act /Regulation/Rule/Bye laws (except as referred above) for which the Company may be required to obtain approval from other department(s) of the Exchange. The Company is requested to separately take up matter with the concerned departments for approval, if any.

Yours faithfully,
For National Stock Exchange of India Limited

Vkine

Vishakha Kine
Manager

National Stock Exchange of India Limited Mumbai

Annexure I

Amendments to the Debenture Trust Deed

1) Amendments to the Debenture Trust Deed pertaining to ISIN- INE0J7Q07215

<table>
<tr><th>Reference Clause</th><th>Existing Provision</th><th>Amended Provision</th></tr>
<tr><td>Clause 1.1.18</td><td>“Final Redemption Date” shall mean the date falling 10(Ten) years from the Deemed Date of Allotment i.e. on 24th February 2033, when the nominal amount of the outstanding Debenture/s is to be paid by the Company to the Debenture Holder(s) together with all the accrued coupon, further interest, and all other monies whatsoever due and payable by the Company in respect of the Debentures.</td><td>“Final Redemption Date” means the date falling 3 (three) years 7 (seven) months and 6 (six) days from the Deemed Date of Allotment i.e. on September 30, 2026 when the Redemption Amount of the outstanding Debentures is to be paid by the Company to the Debenture Holder(s) together with all accrued coupon, further interest, and all other monies whatsoever due and payable by the Company in respect of Debentures.</td></tr>
<tr><td>Clause 1.1.52</td><td>“Tenor” shall mean expiry of 10 (ten) years from the Deemed Date of Allotment.</td><td>“Tenor” shall mean expiry of 3 (three) years 7 (seven) months and 6 (six) days from the Deemed Date of Allotment.</td></tr>
<tr><td>Clause 10.10</td><td><table><tr><td>Particulars</td><td>Issue Details</td></tr><tr><td>Tenor</td><td>10 Years from Deemed Date of Allotment.
The tenor of the Bonds will not extend beyond Concession Period.</td></tr><tr><td>Redemption Amount</td><td>At par (Rs. 1 Lakh) per Bond</td></tr><tr><td>Redemption/ Maturity Date</td><td>10 years from Deemed Date of Allotment</td></tr></table></td><td><table><tr><td>Particulars</td><td>Issue Details</td></tr><tr><td>Tenor</td><td>3 years 7 months 6 days from deemed date of allotment.
The tenor of the bonds will not extend beyond concession period.</td></tr><tr><td>Redemption Amount</td><td>Rs. 1,01,279.50 per Bond plus accrued interest</td></tr><tr><td>Redemption/ Maturity Date</td><td>September 30, 2026</td></tr></table></td></tr>
<tr><td>Clause 10.11</td><td>The Company agrees and undertakes to redeem the Debentures along with outstanding interest due and redemption premium, if any at par in 10th year from the Deemed Date of Allotment.</td><td>The Company agrees and undertakes to redeem the Debentures along with outstanding interest due at Rs. 1,01,279.50 per Bond plus accrued interest payable up to the Redemption Date on September 30, 2026.</td></tr>
</table>

Annexure II

<u>Amendments to the Information Memorandum</u>

2) Amendments to the Information Memorandum pertaining to ISIN- INE0J7Q07215

<table>
<tr><th>Reference Clause</th><th colspan="2">Existing Provision</th><th colspan="2">Amended Provision</th></tr>
<tr><td rowspan="2">Table on Page 8</td><td>Redemption Date</td><td>10 years from Deemed Date of Allotment</td><td>Redemption Date</td><td>September 30, 2026</td></tr>
<tr><td>Redemption Amount</td><td>At par (Rs. 1 Lakh) per Bond</td><td>Redemption Amount</td><td>Rs. 1,01,279.50 per Bond plus accrued interest.</td></tr>
<tr><td rowspan="4">Section XI “Summary Term Sheet”, from page 70</td><td>Tenor</td><td>10 Years from Deemed Date of Allotment.
The tenor of the Bonds will not extend beyond Concession Period.</td><td>Tenor</td><td>3 years 7 months 6 days from deemed date of allotment.
The tenor of the bonds will not extend beyond concession period.</td></tr>
<tr><td>Redemption Amount</td><td>At par (Rs. 1 Lakh) per Bond</td><td>Redemption Amount</td><td>Rs. 1,01,279.50 per Bond plus accrued interest.</td></tr>
<tr><td>Redemption / Maturity Date</td><td>10 years from Deemed Date of Allotment</td><td>Redemption / Maturity Date</td><td>September 30, 2026</td></tr>
<tr><td colspan="2"></td><td colspan="2">The “Tenor”, “Redemption Date”, “Maturity Date”, and “Redemption Amount” and other consequent changes, will stand modified accordingly at all relevant places appearing in the Information Memorandum dated February 16, 2023, and the Debenture Trust Deed dated February 24, 2023</td></tr>
<tr><td>Section XII “Terms of Offer” para 31 “Redemption”, on page 94</td><td colspan="2">The face value of the Bonds shall be redeemed at par, on the Redemption Date. The Bonds will not carry any obligation, for interest or otherwise, after the Final Settlement Date. The Bonds shall be taken as discharged on payment of the redemption amount by the Issuer on the Final Settlement Date to the registered Bondholders whose name appear in the Register of Bondholders on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Bondholders.
In case any Redemption Date falls on a day which is not a Working Day, the payment due shall be made on the immediately preceding Working Day along with interest accrued on the Bonds until but excluding the date of such payment.</td><td colspan="2">The face value of the Bonds shall be redeemed at Rs. 1,01,279.50, on the Redemption Date. The Bonds will not carry any obligation, for interest or otherwise, after the Final Settlement Date. The Bonds shall be taken as discharged on payment of the redemption amount by the Issuer on the Final Settlement Date to the registered Bondholders whose name appear in the Register of Bondholders on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Bondholders.
In case any Redemption Date falls on a day which is not a Working Day, the payment due shall be made on the immediately preceding Working Day along</td></tr>
</table>

<table>
<tr>
<td></td>
<td>Physical bond certificate need not to be surrendered for redemption. The redemption proceeds would be paid to the Registered Bondholders.
In case of transmission applications pending on the Record Date, the redemption proceeds will be issued to the legal heirs after the confirmation of the adequacy and correctness of the documentation submitted with such application till such time, the redemption proceeds will be kept in abeyance.
The Issuer will not be responsible for any payment made to a deceased bondholder, in case the information about the death of the bondholder is not provided to the Issuer at least 15 days prior to maturity payment date.</td>
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</tr>
<tr>
<td>Section XII "Terms of Offer" para 34 "Effect of Holidays on Payments", on page 96</td>
<td><table>
<tr><td>Tenure</td><td>10 Years</td></tr>
<tr><td>Redemption Date</td><td>24th February 2033</td></tr>
<tr><td>Redemption Amount</td><td>At par (Rs. 1 Lakh) per Bond</td></tr>
</table></td>
<td><table>
<tr><td>Tenure</td><td>3 years 7 months 6 days</td></tr>
<tr><td>Redemption Date</td><td>September 30, 2026</td></tr>
<tr><td>Redemption Amount</td><td>Rs. 1,01,279.50 per Bond plus accrued interest.</td></tr>
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<tr>
<td>Section XII "Terms of Offer" para 34 "Effect of Holidays on Payments", on page 96, in the table (Cash Flow Schedule for 1st</td>
<td><table>
<tr><th>Particulars</th><th>Day</th><th>Coupon Payment Date</th><th>No. of Days</th><th>Cash Outflow</th><th>Principal Repayment</th><th>Total</th></tr>
<tr><td>8th Coupon</td><td>Wednesday</td><td>24 February 2027</td><td>184</td><td>3,781</td><td>-</td><td>30,021</td></tr>
<tr><td>9th Coupon</td><td>Tuesday</td><td>24 August 2027</td><td>181</td><td>3,719</td><td>-</td><td>33,740</td></tr>
</table></td>
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<tr><th>Particulars</th><th>Day</th><th>Coupon Payment Date</th><th>No. of Days</th><th>Cash Outflow</th><th>Principal Repayment</th><th>Total</th></tr>
<tr><td>8th Coupon</td><td>Wednesday</td><td>30 September 2026</td><td>37</td><td>793</td><td></td><td>793.00</td></tr>
<tr><td>Principal</td><td>Wednesday</td><td>30 September 2026</td><td></td><td></td><td>1,01,279.50</td><td>1,01,279.50</td></tr>
</table></td>
</tr>
</table>

Coupon to 7th Coupon remains same for both cases)	10th Coupon	Thursday	24 February 2028	184	3,781	-	37,521	
	11th Coupon	Thursday	24 August 2028	181	3,719	-	41,240	
	12th Coupon	Monday	26 February 2029	185	3,801	-	45,041	
	13th Coupon	Friday	24 August 2029	181	3,719	-	48,760	
	14th Coupon	Monday	25 February 2030	184	3,781	-	52,541	
	15th Coupon	Monday	26 August 2030	181	3,719	-	56,260	
	16th Coupon	Monday	24 February 2031	184	3,781	-	60,041	
	17th Coupon	Monday	25 August 2031	181	3,719	-	63,760	
	18th Coupon	Tuesday	24 February 2032	184	3,781	-	67,541	
	19th Coupon	Tuesday	24 August 2032	182	3,740	-	71,281	

20th Coupon	Thursday	24 February 2033	184	3,781	-	75,062
Principal	Thursday	24 February 2033			1,00,000	1,75,062
Total				**75,061**	**1,00,000**	**1,75,062**

Ref: NSE/LIST/D/2026/0075

August 27, 2026

The Company Secretary
DME Development Limited

Dear Sir/Madam,

Sub.: No-Objection in terms of Regulation 59 of SEBI (LODR) Regulations, 2015.

This is with reference to your application dated August 21, 2026, for the amendment in the following document, pursuant to Regulation 59 of SEBI (LODR) Regulations 2015: -

1. Debenture Trust Deed dated March 14, 2023 in relation to Non-Convertible Debentures issued by the company under the ISIN - INE0J7Q07223 (Details of insertion are attached as Annexure I).

2. Information Memorandum dated March 06, 2023 in relation to Non-Convertible Debentures issued by the company under the ISIN - INE0J7Q07223 (Details of insertion are attached as Annexure II).

Based on the approval from Board of Directors of the Company, Debenture Holders and Debenture Trustee, Certification from Practicing Company Secretary and Undertaking from the Company Secretary of the Company submitted by the Company in terms of Regulation 59 of SEBI (LODR) Regulations, 2015 we do hereby convey our 'No-Objection' on the amendment of existing clauses in the aforesaid Debenture Trust Deed and Information Memorandum (Details of insertion are attached as Annexure I and II).

The Exchange reserves its right to withdraw its No-Objection letter at a later stage if the information submitted to the Exchange is found to be incomplete/incorrect/misleading/false or in contravention of any Rules, Bye-laws and Regulations of the Exchange, SEBI (LODR) Regulations, 2015, Guidelines/ Regulations issued by statutory authorities, etc.

Kindly note that post implementation of the changes as per this in-principle approval, the Company shall be required to approach the Exchange for carrying out necessary changes, if any, in the Exchange records.

Kindly note, this Exchange letter should not be construed as approval under any other Act /Regulation/Rule/Bye laws (except as referred above) for which the Company may be required to obtain approval from other department(s) of the Exchange. The Company is requested to separately take up matter with the concerned departments for approval, if any.

Yours faithfully,
For National Stock Exchange of India Limited

VKine

Vishakha Kine
Manager

National Stock Exchange of India Limited Mumbai

Annexure I

Amendments to the Debenture Trust Deed

1) Amendments to the Debenture Trust Deed pertaining to ISIN- INE0J7Q07223

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<tr><th>Reference Clause</th><th>Existing Provision</th><th>Amended Provision</th></tr>
<tr><td>Clause 1.1.18</td><td>"Final Redemption Date" shall mean the date falling 10(Ten) years from the Deemed Date of Allotment i.e. on 14th March 2033, when the nominal amount of the outstanding Debenture/s is to be paid by the Company to the Debenture Holder(s) together with all the accrued coupon, further interest, and all other monies whatsoever due and payable by the Company in respect of the Debentures.</td><td>"Final Redemption Date" means the date falling 3 (three) years 6 (six) months and 16 (sixteen) days from the Deemed Date of Allotment i.e. on September 30, 2026 when the Redemption Amount of the outstanding Debentures is to be paid by the Company to the Debenture Holder(s) together with all accrued coupon, further interest, and all other monies whatsoever due and payable by the Company in respect of Debentures.</td></tr>
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The tenor of the Bonds will not extend beyond Concession Period.</td></tr><tr><td>Redemption Amount</td><td>At par (Rs. 1 Lakh) per Bond</td></tr><tr><td>Redemption/ Maturity Date</td><td>10 years from Deemed Date of Allotment</td></tr></table></td><td><table><tr><td>Particulars</td><td>Issue Details</td></tr><tr><td>Tenor</td><td>3 years 6 months 16 days from deemed date of allotment.
The tenor of the bonds will not extend beyond concession period.</td></tr><tr><td>Redemption Amount</td><td>Rs. 1,01,655.60 per Bond plus accrued interest</td></tr><tr><td>Redemption/ Maturity Date</td><td>September 30, 2026</td></tr></table></td></tr>
<tr><td>Clause 10.11</td><td>The Company agrees and undertakes to redeem the Debentures along with outstanding interest due and redemption premium, if any at par in 10th year from the Deemed Date of Allotment.</td><td>The Company agrees and undertakes to redeem the Debentures along with outstanding interest due at Rs. 1,01,655.60 per Bond plus accrued interest payable up to the Redemption Date on September 30, 2026.</td></tr>
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Annexure II

<u>Amendments to the Information Memorandum</u>

2) Amendments to the Information Memorandum pertaining to ISIN- INE0J7Q07223

Reference Clause	**Existing Provision**		**Amended Provision**	
Table on Page 8	Redemption Date	10 years from Deemed Date of Allotment	Redemption Date	September 30, 2026
	Redemption Amount	At par (Rs. 1 Lakh) per Bond	Redemption Amount	Rs. 1,01,655.60 per Bond plus accrued interest.
Section XI "**Summary Term Sheet**", from page 71	Tenor	10 Years from Deemed Date of Allotment. The tenor of the Bonds will not extend beyond Concession Period.	Tenor	3 years 6 months 16 days from deemed date of allotment. The tenor of the bonds will not extend beyond concession period.
	Redemption Amount	At par (Rs. 1 Lakh) per Bond	Redemption Amount	Rs. 1,01,655.60 per Bond plus accrued interest.
	Redemption / Maturity Date	10 years from Deemed Date of Allotment	Redemption / Maturity Date	September 30, 2026
			The "Tenor", "Redemption Date", "Maturity Date", and "Redemption Amount" and other consequent changes, will stand modified accordingly at all relevant places appearing in the Information Memorandum dated March 6, 2023, and the Debenture Trust Deed dated March 14, 2023.	
Section XII "**Terms of Offer**" para 31 "**Redemption**", on page 95	The face value of the Bonds shall be redeemed at par, on the Redemption Date. The Bonds will not carry any obligation, for interest or otherwise, after the Final Settlement Date. The Bonds shall be taken as discharged on payment of the redemption amount by the Issuer on the Final Settlement Date to the registered Bondholders whose name appear in the Register of Bondholders on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Bondholders. In case any Redemption Date falls on a day which is not a Working Day, the payment due shall be made on the immediately preceding Working Day along with interest accrued on the Bonds until but excluding the date of such payment.		The face value of the Bonds shall be redeemed at Rs. 1,01,655.60, on the Redemption Date. The Bonds will not carry any obligation, for interest or otherwise, after the Final Settlement Date. The Bonds shall be taken as discharged on payment of the redemption amount by the Issuer on the Final Settlement Date to the registered Bondholders whose name appear in the Register of Bondholders on the Record Date. Such payment will be a legal discharge of the liability of the Issuer towards the Bondholders. In case any Redemption Date falls on a day which is not a Working Day, the payment due shall be made on the immediately preceding Working Day along with interest accrued on the Bonds until but excluding the date of such payment.	

<table>
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<td>Physical bond certificate need not to be surrendered for redemption. The redemption proceeds would be paid to the Registered Bondholders.

In case of transmission applications pending on the Record Date, the redemption proceeds will be issued to the legal heirs after the confirmation of the adequacy and correctness of the documentation submitted with such application till such time, the redemption proceeds will be kept in abeyance.

The Issuer will not be responsible for any payment made to a deceased bondholder, in case the information about the death of the bondholder is not provided to the Issuer at least 15 days prior to maturity payment date.</td>
<td>Physical bond certificate need not to be surrendered for redemption. The redemption proceeds would be paid to the Registered Bondholders.

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<td>Section XII "Terms of Offer" para 34 "Effect of Holidays on Payments", on page 97</td>
<td>
<table>
<tr><td>Tenure</td><td>10 Years</td></tr>
<tr><td>Redemption Date</td><td>14th March 2033</td></tr>
<tr><td>Redemption Amount</td><td>At par (Rs. 1 Lakh) per Bond</td></tr>
</table>
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<tr><td>Tenure</td><td>3 years 6 months 16 days</td></tr>
<tr><td>Redemption Date</td><td>September 30, 2026</td></tr>
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<tr><th>Particulars</th><th>Day</th><th>Coupon Payment Date</th><th>No. of Days</th><th>Cash Outflow</th><th>Principal Repayment</th><th>Total</th></tr>
<tr><td>8th Coupon</td><td>Monday</td><td>15 March 2027</td><td>181</td><td>3,719</td><td>-</td><td>30,000</td></tr>
<tr><td>9th Coupon</td><td>Tuesday</td><td>14 September 2027</td><td>184</td><td>3,770</td><td>-</td><td>33,770</td></tr>
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<tr><th>Particulars</th><th>Day</th><th>Coupon Payment Date</th><th>No. of Days</th><th>Cash Outflow</th><th>Principal Repayment</th><th>Total</th></tr>
<tr><td>8th Coupon</td><td>Wednesday</td><td>30 September 2026</td><td>16</td><td>346</td><td></td><td>346.00</td></tr>
<tr><td>Principal</td><td>Wednesday</td><td>30 September 2026</td><td></td><td></td><td>1,01,655.60</td><td>1,01,655.60</td></tr>
</table>
</td>
</tr>
</table>

(Cash Flow Schedule for 1st Coupon to 7th Coupon remains same for both cases)	10th Coupon	Tuesday	14 March 2028	182	3,730	-	37,500	
	11th Coupon	Thursday	14 September 2028	184	3,781	-	41,281	
	12th Coupon	Wednesday	14 March 2029	181	3,719	-	45,000	
	13th Coupon	Friday	14 September 2029	184	3,781	-	48,781	
	14th Coupon	Thursday	14 March 2030	181	3,719	-	52,500	
	15th Coupon	Monday	16 September 2030	184	3,781	-	56,281	
	16th Coupon	Friday	14 March 2031	181	3,719	-	60,000	
	17th Coupon	Monday	15 September 2031	184	3,770	-	63,770	
	18th Coupon	Monday	15 March 2032	182	3,730	-	67,500	
	19th Coupon	Tuesday	14 September 2032	184	3,781	-	71,281	

	20th Coupon	Monday	14 March 2033	181	3,719	-	75,000	
	Principal	Monday	14 March 2033	181	-	1,00,000	1,75,000	
	Total				**75,000**	**1,00,000**	**1,75,000**	