BRANDMAN RETAIL LIMITED
Formerly known as Brandman Retail Private Limited
CIN: L52399DL2021PLC383350 | GSTIN: 07AAJCB9668D1ZC
Website: brandmanretail.com

August 14, 2026

Listing Department
National Stock Exchange of India Ltd.
Exchange Plaza, C-1, Block-G
Bandra Kurla Complex, Bandra(E),
Mumbai-400051

NSE Symbol: BRANDMAN

Dear Sir/Madam,

Sub: Intimation under Regulation 30(2) read with Clause 5A of Para A of Part A of Schedule III, of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, we hereby inform you that **BRANDMAN RETAIL LIMITED** has entered into several Agreements dated **13th August 2026** in connection with the proposed issue of **Unlisted, Secured**, **Redeemable, fully paid-up**, **Non-Convertible Debentures (NCD)** on a private placement basis.

The requisite details of the Agreement as required under the applicable provisions of Schedule III of the SEBI LODR Regulations, are enclosed herewith the Annexures.

This is for your information and records.
Thanking you,

Yours faithfully,
For **BRANDMAN RETAIL LIMITED**

BRANDMAN RETAIL LIMITED NEW DELHI

Arun Malhotra
Managing Director
DIN: 01392489

Annexure -A

THE DETAILS REQUIRED IN TERMS OF REGULATION 30 OF THE SEBI LISTING REGULATIONS READ WITH SEBI MASTER CIRCULAR NO. HO/49/14/14(7)2025-CFDPOD2/I/3762/2026 DATED JANUARY 30, 2026, ARE AS UNDER

Particulars	**Details**
a) If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity)	**Brandman Retail Limited (Company)** And **Mr. Arun Malhotra (Promoter 1)** And **Ms. Kavya Malhotra (Promoter 2)** And **LC Venture Debt Fund (Subscriber 1)** And **LC Growth Debt Fund II (Subscriber 2)** Relationship with the Listed Entity: The counterparty is an independent/third-party investor and is not related to the Company**.**
b) purpose of entering into the agreement;	To record the terms and conditions governing the subscription to the proposed issue of NCDs by the Subscriber(s) on a private placement basis.
c) Shareholding, if any, in the entity with whom the agreement is executed;	N.A.
d) Significant terms of Agreement, if any	The Debenture Subscription Agreement provides for subscription to unlisted, secured, redeemable, fully paid up, non-convertible debentures by the Subscribers. The Agreement specifies the terms relating to interest, security, redemption/repayment, conditions precedent, covenants, events of default and remedies, along with the requisite corporate approvals and statutory filings. The Debentures do not carry voting rights and are not listed or traded on any stock exchange.
e) Extent and the Nature of Impact on Management or Control of the Listed Entity	N.A.

f) Details and Quantification of the restriction or liability imposed upon the Listed Entity	The Agreement imposes certain restrictions on the Company, including restrictions on specified corporate and financial actions without prior consent of the Debenture Holders/Debenture Trustee, until the amounts due under the Debentures are fully discharged. The Company is also liable to repay the principal amount and applicable interest in accordance with the agreed terms and, in case of default, to pay additional default interest over and above the applicable interest rate and comply with the remedies available to the Debenture Holders, including enforcement of security.
g) Whether, the said parties are related to promoter/promoter group /group companies in any manner. If yes, nature of relationship;	N.A.
h) Whether the transaction would fall within the related party transaction? If yes, whether the same is done at "arm's length";	N.A.
i) In case of issuance of shares to the parties, details of issue price, class of shares issued;	N.A.
j) any other disclosure related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreement, etc.;	N.A.
k) in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier)	N.A.

Annexure -B

THE DETAILS REQUIRED IN TERMS OF REGULATION 30 OF THE SEBI LISTING REGULATIONS READ WITH SEBI MASTER CIRCULAR NO. HO/49/14/14(7)2025-CFDPOD2/I/3762/2026 DATED JANUARY 30, 2026, ARE AS UNDER

Particulars	Details
a) If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity)	**Brandman Retail Limited (Company)** And **CTL Trusteeship Limited (Debenture Trustee)**
b) purpose of entering into the agreement;	To appoint CTL Trusteeship Limited as the Debenture Trustee for the benefit of the Debenture Holders in connection with the proposed issue of unlisted, secured, redeemable, fully paid up, non-convertible debentures and to provide for the creation and maintenance of security securing the amounts due under the Debentures.
c) Shareholding, if any, in the entity with whom the agreement is executed;	N.A.
d) Significant terms of Agreement, if any	The Debenture Trustee Agreement provides for the appointment of **CTL Trusteeship Limited as the Debenture Trustee** for the benefit of the Debenture Holders in connection with the proposed issuance of unlisted, secured, redeemable, fully paid up, non-convertible debentures. It sets out the duties and responsibilities of the Debenture Trustee, the Company's obligations to provide requisite information and documents, and the creation and maintenance of security for securing the amounts due under the Debentures. The Agreement shall remain in force until the amounts payable under the Debentures are fully paid and the requisite formalities for satisfaction of charge are completed.
e) Extent and the Nature of Impact on Management or Control of the Listed Entity	N.A.

f) Details and Quantification of the restriction or liability imposed upon the Listed Entity	N.A.
g) Whether, the said parties are related to promoter/promoter group /group companies in any manner. If yes, nature of relationship;	N.A.
h) Whether the transaction would fall within the related party transaction? If yes, whether the same is done at "arm's length";	N.A.
i) In case of issuance of shares to the parties, details of issue price, class of shares issued;	N.A.
j) any other disclosure related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreement, etc.;	N.A.
k) in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier)	N.A.

Annexure -C

THE DETAILS REQUIRED IN TERMS OF REGULATION 30 OF THE SEBI LISTING REGULATIONS READ WITH SEBI MASTER CIRCULAR NO. HO/49/14/14(7)2025-CFDPOD2/I/3762/2026 DATED JANUARY 30, 2026, ARE AS UNDER

Particulars	Details
a) If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity)	**Brandman Retail Limited (Company)** And **CTL Trusteeship Limited (Debenture Trustee)**
b) purpose of entering into the agreement;	To create and record the security in favour of the Debenture Trustee for securing the repayment of the Debentures and all amounts payable by the Company in connection therewith.
c) Shareholding, if any, in the entity with whom the agreement is executed;	N.A.
d) Significant terms of Agreement, if any	The Hypothecation Deed provides for the creation and maintenance of security in favour of the Debenture Trustee for securing the repayment of the Debentures and all amounts payable by the Company thereunder. The security shall remain in force until the Debentures and all secured obligations are fully discharged, subject to the terms and conditions of the Deed.
e) Extent and the Nature of Impact on Management or Control of the Listed Entity	N.A.
f) Details and Quantification of the restriction or liability imposed upon the Listed Entity	The Deed requires the Company to create and maintain security over the specified assets in favour of the Debenture Trustee for securing the repayment of the Debentures and other amounts payable thereunder. The Company is required to comply with the terms relating to maintenance and enforcement of such security until the secured obligations are fully discharged.
g) Whether, the said parties are related to promoter/promoter group /group companies in any manner. If yes, nature of relationship;	N.A.

h) Whether the transaction would fall within the related party transaction? If yes, whether the same is done at "arm's length";	N.A.
i) In case of issuance of shares to the parties, details of issue price, class of shares issued;	N.A.
j) any other disclosure related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreement, etc.;	N.A.
k) in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier)	N.A.

Annexure -D

THE DETAILS REQUIRED IN TERMS OF REGULATION 30 OF THE SEBI LISTING REGULATIONS READ WITH SEBI MASTER CIRCULAR NO. HO/49/14/14(7)2025-CFDPOD2/I/3762/2026 DATED JANUARY 30, 2026, ARE AS UNDER

Particulars	**Details**
a) If the listed entity is a party to the agreement, i. details of the counterparties (including name and relationship with the listed entity)	**Brandman Retail Limited (Company)** And **CTL Trusteeship Limited (Debenture Trustee)**
b) purpose of entering into the agreement;	To create and secure the security interest over the specified assets/properties of the Company in favour of the Debenture Trustee, for securing the repayment and discharge of the obligations arising in connection with the Debentures.
c) Shareholding, if any, in the entity with whom the agreement is executed;	N.A.
d) Significant terms of Agreement, if any	The Debenture Trust Deed provides for the creation and maintenance of security over the specified assets/properties of the Company in favour of the Debenture Trustee to secure the Debentures and the Secured Obligations. The security shall continue until the Secured Obligations are fully discharged.
e) Extent and the Nature of Impact on Management or Control of the Listed Entity	N.A.
f) Details and Quantification of the restriction or liability imposed upon the Listed Entity	The Agreement imposes customary restrictions and obligations on the Company, including restrictions on assignment/transfer/disposal of rights or obligations under the Transaction Documents without prior consent of the Debenture Trustee, maintenance of adequate security and compliance with payment and redemption obligations. Such restrictions/liabilities are not quantifiable in monetary terms, except for the secured obligations under the Debentures.
g) Whether, the said parties are related to promoter/promoter group /group companies in any manner. If yes, nature of relationship;	N.A.

h) Whether the transaction would fall within the related party transaction? If yes, whether the same is done at "arm's length";	N.A.
i) In case of issuance of shares to the parties, details of issue price, class of shares issued;	N.A.
j) any other disclosure related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreement, etc.;	N.A.
k) in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier)	N.A.

Annexure -E

THE DETAILS REQUIRED IN TERMS OF REGULATION 30 OF THE SEBI LISTING REGULATIONS READ WITH SEBI MASTER CIRCULAR NO. HO/49/14/14(7)2025-CFDPOD2/I/3762/2026 DATED JANUARY 30, 2026, ARE AS UNDER

Particulars	**Details**
a) i) Name(s) of the parties entering into such agreement and relationship with listed entity ii) details of the counterparties to the agreement iii) Date of Entering into Agreement	**Mr. Arun Malhotra (Guarantor 1)** **And** **Ms. Kavya Malhotra (Guarantor 2)** **And** **CTL Trusteeship Limited (Debenture Trustee)** **And** **LC Venture Debt Fund (Debenture Holder)** **And** **LC Growth Debt Fund II (Debenture Holder)** Date: 13th August, 2026
b) purpose of entering into the agreement;	The purpose is to provide promoter personal guarantees as security for the Company's obligations arising from the NCD issuance, thereby securing repayment/performance of the Company's obligations towards the debenture holders.
c) Shareholding, if any, in the entity with whom the agreement is executed;	N.A.
d) Significant terms of Agreement, if any	The promoters, Mr. Arun Malhotra and Ms. Kavya Malhotra, have provided an unconditional, irrevocable and continuing **personal guarantee** in favour of CTL Trusteeship Limited, acting as Debenture Trustee for the benefit of the Debenture Holders, securing the due payment and performance of the Company's obligations in relation to the NCDs. In the event of an uncured Event of Default, the Debenture Trustee/Debenture Holders may enforce the guarantee and require the Guarantors to discharge the Guaranteed Obligations without first proceeding against the Company or enforcing the security provided by the Company. The guarantee shall remain in force until

	the Guaranteed Obligations are fully discharged and the NCDs are redeemed.
e) Extent and the Nature of Impact on Management or Control of the Listed Entity	N.A.
f) Details and Quantification of the restriction or liability imposed upon the Listed Entity	The guarantee obligation is of the Promoter(s) and is limited to the obligations guaranteed under the transaction documents; no additional liability is imposed upon the Listed Entity under the Personal Guarantee.
g) Whether, the said parties are related to promoter/promoter group /group companies in any manner. If yes, nature of relationship;	N.A.
h) Whether the transaction would fall within the related party transaction? If yes, whether the same is done at “arm’s length”;	N.A.
i) In case of issuance of shares to the parties, details of issue price, class of shares issued;	N.A.
j) any other disclosure related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential conflict of interest arising out of such agreement, etc.;	NA
k) in case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): i. name of parties to the agreement; ii. nature of the agreement; iii. date of execution of the agreement; iv. details and reasons for amendment or alteration and impact thereof (including impact on management or control and on the restriction or liability quantified earlier)	N.A.