



MedPlus Health Services Limited

December 18, 2024

**The Listing Department
BSE Limited
Phiroze Jeebhoy Towers,
Dalal Street, Fort,
Mumbai – 400001
BSE Scrip Code: 543427**

**The Listing Department
National Stock Exchange of India Limited
Exchange Plaza, 5th Floor, Plot No. C/1, G
Block, Bandra - Kurla Complex
Bandra (East), Mumbai – 400051
NSE Symbol: MEDPLUS**

Dear Sir/Madam,

Sub: Intimation under Regulation 30 and 30A read with clause 5A of Para A Part A of Schedule III of SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“SEBI LODR”)

This is with reference to the captioned subject, we would like to inform that the Promoters of the Company i.e., Lone Furrow Investments Private Limited and Mr. Gangadi Madhukar Reddy (Managing Director & CEO of the Company) along with promoter entities (Dureleg Manufacturing Pvt Ltd., Gangadi Investment Private Limited) have executed a Debenture Trust Deed with Catalyst Trusteeship Limited (the Debenture Trustee) on December 17, 2024.

We enclose herewith disclosure required under Regulation 30 and 30A read with clause 5A of the Part A of Para A of Schedule III of SEBI LODR and the SEBI Master circular no. [SEBI/HO/CFD/PoD2/CIR/P/0155](#) dated November 11, 2024 (“LODR Master Circular”) as per Annexure 1. The same is also available on the website of the Company.

Kindly take the same on records.

For MedPlus Health Services Limited

**Manoj Kumar Srivastava
Company Secretary & Compliance Officer
FCS 7460**

Encl. Annexure 1

Annexure – 1: Disclosures as required under clause 5A of Para A of Part A of Schedule III of the Listing Regulations read with the LODR Master Circular

a)	<p>If the listed entity is a party to the agreement Details of the counterparties (including name and relationship with the listed entity);</p>	The Company is not a party to the said agreement														
b)	<p>If listed entity is not a party to the agreement;</p>	<p>i. name of the party entering into such an agreement and the relationship with the listed entity ('LE'); -</p> <table border="1" data-bbox="808 583 1411 1024"> <thead> <tr> <th data-bbox="808 583 1045 617">Name of Party</th> <th data-bbox="1045 583 1411 617">Relationship</th> </tr> </thead> <tbody> <tr> <td data-bbox="808 617 1045 720">Dureleg Manufacturing Pvt Ltd.</td> <td data-bbox="1045 617 1411 720">Entity owned by the Promoters</td> </tr> <tr> <td data-bbox="808 720 1045 823">Gangadi Investment Private Limited</td> <td data-bbox="1045 720 1411 823">Entity owned by the Promoters</td> </tr> <tr> <td data-bbox="808 823 1045 926">Lone Furrow Investments Private Limited</td> <td data-bbox="1045 823 1411 926">Promoter</td> </tr> <tr> <td data-bbox="808 926 1045 1024">Gangadi Madhukar Reddy</td> <td data-bbox="1045 926 1411 1024">Promoter (MD & CEO of Medplus Health Services Limited)</td> </tr> </tbody> </table> <p>ii. details of the counterparties to the agreement (including name and relationship with the listed entity);</p> <table border="1" data-bbox="808 1192 1411 1331"> <thead> <tr> <th data-bbox="808 1192 1045 1226">Name of Party</th> <th data-bbox="1045 1192 1411 1226">Relationship</th> </tr> </thead> <tbody> <tr> <td data-bbox="808 1226 1045 1331">Catalyst Trusteeship Limited</td> <td data-bbox="1045 1226 1411 1331">Nil</td> </tr> </tbody> </table> <p>iii. date of entering into the agreement – December 17, 2024</p>	Name of Party	Relationship	Dureleg Manufacturing Pvt Ltd.	Entity owned by the Promoters	Gangadi Investment Private Limited	Entity owned by the Promoters	Lone Furrow Investments Private Limited	Promoter	Gangadi Madhukar Reddy	Promoter (MD & CEO of Medplus Health Services Limited)	Name of Party	Relationship	Catalyst Trusteeship Limited	Nil
Name of Party	Relationship															
Dureleg Manufacturing Pvt Ltd.	Entity owned by the Promoters															
Gangadi Investment Private Limited	Entity owned by the Promoters															
Lone Furrow Investments Private Limited	Promoter															
Gangadi Madhukar Reddy	Promoter (MD & CEO of Medplus Health Services Limited)															
Name of Party	Relationship															
Catalyst Trusteeship Limited	Nil															
c)	<p>Purpose of entering into the agreement:</p>	<p>The incremental pledge is for the purpose of refinancing of promoters existing debt (NCD). As a part of refinancing transaction, in the interim period, the existing promoter groups (as mentioned above) pledge would temporarily increase from 21.88% to 33.38%. Upon completion of the debt refinancing (as per agreed terms), the total promoter groups pledge would stand reduced to 22.84%.</p>														
d)	<p>Shareholding, if any, in the entity with whom the agreement is executed;</p>	NA														

MedPlus Health Services Limited

e)	Significant terms of the agreement (in brief)	<ol style="list-style-type: none"> 1. Issue of NCD's up to Rs. 550 Crore. 2. Rate of Interest: XIRR 13.75% 3. Additional Pledge: The Promoters are pledging up to 11.50% of their shareholding.
f)	Extent and the nature of impact on management or control of the listed entity	The promoters are presently holding 40.42% equity shares of the MedPlus Health Serviced Limited jointly and out of their shareholding 21.88% has already been pledged, which will increase further up to 22.84%.
g)	Details and quantification of the restriction or liability imposed upon the listed entity	NA
h)	Whether the said parties are related to promoter/ promoter group/ group companies in any manner. If yes, nature of relationship	Yes (promoter entity)
i)	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length"	NA
j)	In case of issuance of shares to the parties, details of issue price, class of shares issued	NA
k)	Any other disclosures 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 agreements, etc.;	NA
l)	In case of rescission, amendment or alteration, listed entity shall disclose additional details to the stock exchange(s): <ol style="list-style-type: none"> 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); v. reasons for rescission and impact thereof (including impact on management or control and on the restriction or liability quantified earlier). 	NA