

## MedPlus Health Services Limited

December 18, 2025

The Listing Department

**BSE Limited** 

Phiroze Jeejebhoy 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 Medplus Health Services Limited ("the **Company**") i.e., Agilemed Investments Private Limited and Mr. Gangadi Madhukar Reddy (Managing Director & CEO of the Company) informed today that they have executed a Debenture Trust Deed with Catalyst Trusteeship Limited (the Debenture Trustee) on December 12, 2025.

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. <a href="SEBI/HO/CFD/PoD2/CIR/P/0155">SEBI/HO/CFD/PoD2/CIR/P/0155</a> dated November 11, 2024 ('LODR Master Circular') as per Annexure 1.

The same will be available on the website of the Company at <a href="www.medplusindia.com">www.medplusindia.com</a> and also on the websites of BSE Limited and National Stock Exchange of India Ltd. viz. <a href="www.bseindia.com">www.bseindia.com</a> and <a href="www.bseindia.c

For MedPlus Health Services Limited

Manoj Kumar Srivastava
Company Secretary G Compliance Officer

**Encl. Annexure 1** 



## MedPlus Health Services Limited

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)	If the listed entity is a party to the agreement  Details of the counterparties (including name and relationship with the listed entity);	The Company is not	t a party to the said agreement
b)	If listed entity is not a party to the agreement;		party entering into such an nd the relationship with itv ('LE'): -
		Name of Party	Relationship
		Agilemed Investments Private Limited	Entity owned by the Promoters
		Gangadi	Entity owned by the
		Investment Private Limited	Promoters
		Gangadi Madhukar Reddy	Promoter (MD & CEO of Medplus Health Services Limited)
		Name of Party	Relationship
		Catalyst Trusteeship	Nil
		iii. date of ente	ring into the agreement –
c)	Purpose of entering into the agreement:	The incremental pledge is proposed in connection with the refinancing of the Agilemed Investments Private Limited existing debt in the form issuance of non-convertible debentures (NCDs). In the course of the refinancing transaction and during the interim period, the pledge of shares by the existing promoter group will temporarily increase from 23.91% to 27.96%. Upon successful completion of the debt refinancing and the consequent release of the existing pledged shares by the existing lender, upon receipt of payment in accordance with the agreed terms, the aggregate promoter group share pledge is expected to reduce to 24.48%	
d)	Shareholding, if any, in the entity with	NA	
	whom the agreement is executed;		



## MedPlus Health Services Limited

e)	Significant terms of the agreement (in brief)	• Issue of Non-Convertible Debentures (NCDs): Up to INR 175 crore.
		Rate of Interest: 12.72% (twelve point seven two per cent) per annum, compounded monthly, together with an initial coupon of 1% on the principal
		amount.
f)	Extent and the nature of impact on management or control of the listed entity	The promoters are presently holding 40.29% equity shares of MedPlus Health Services Limited jointly and out of their shareholding 23.91% has already been pledged, which will increase further up to
<u> </u>		27.96%.
g)	Details and quantification of the restriction or liability imposed upon the listed entity	NA
h)	Whether the said parties are related to	Yes (promoter entity)
`	promoter/ promoter group/ group	
	companies in any manner. If yes, nature of relationship	
i)	Whether the transaction would fall within	NA
	related party transactions? If yes, whether	
	the same is done at "arm's length"	
j)	In case of issuance of shares to the	NA
	parties, details of issue price, class of	
	shares issued	
k)	Any other disclosures related to such	NA
	agreements, viz., details of nominee on	
	the board of directors of the listed entity,	
	potential conflict of interest arising out	
	of such agreements, etc.;	
I)	In case of rescission, amendment or	NA
	alteration, listed entity shall disclose	
	additional details to the stock	
	exchange(s):	
	<ul><li>i. name of parties to the agreement;</li><li>ii. nature of the agreement;</li></ul>	
	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).	