Ref: SEL/2026-27/054

Date: 25/08/2026

To,

The Manager (Listing)
Corporate Relationship Dept.
BSE Limited
P J Tower,
Dalal Street,
Mumbai - 400 001

The Manager (Listing)
National Stock Exchange of India Limited
"Exchange Plaza",
Plot No C/1, G Block
BandraKurla Complex, Bandra (E)
Mumbai - 400 051

Company Code: 532710 (BSE)

NSE Symbol: SADBHAV (NSE)

Sub: Intimation under Regulation 30 of SEBI (LODR) Regulations, 2015 on signing of the DEED OF ACCESSION TO Master Restructuring Agreement ('MRA')

Dear Sir/Madam,

Pursuant to Regulation 30 of the Securities and Exchange Board of India (Listing Obligation and Disclosure Requirements) Regulations, 2015 ("**Listing Regulations**") read with Para B of Part A of Schedule III to the Listing Regulations, in continuation with our earlier announcement dated March 26, 2026 regarding signing of Master Restructuring Agreement ("**MRA**") with the requisite majority of consortium lenders, we are pleased to inform that, on August 25, 2026, two additional lenders, namely SBI and ICICI Bank have entered into a Deed of Accession to the Master Restructuring Agreement ("**MRA**") as assenting lenders for the debt restructuring plan of Sadbhav Engineering Limited.

Further details of the Deed of Accession to MRA as per SEBI Master Circular no. HO/49/14/14(7)2025-CFD-POD2/I/3762/2026 dated January 30, 2026 has been provided as enclosed under **Annexure-I**.

You are requested to take the same on records.

Thanking You,

Yours Faithfully,

For Sadbhav Engineering Limited

Patel Shashin Vishnubhai

Shashin Patel
Chairman & Managing Director
DIN: 00048328

SADBHAV ENGINEERING LIMITED

Encl: a.a

SADBHAV Engineering Limited

Annexure-I

Particulars	Details
Name(s) of parties with whom the agreement is entered;	A Deed of Accession to Master Restructuring Agreement ("**MRA**") has been executed on 25th August, 2026 by the Company, IDBI Trusteeship Services Limited (as a security trustee and as a debenture trustee) and the following lenders: 1. State Bank of India 2. ICICI Bank Limited 3. Punjab National Bank 4. Axis Bank 5. Bank of India 6. ACRE 7. Union Bank of India 8. Yes Bank Limited The Deed of Accession to the MRA provides for additional lenders, ICICI Bank Limited and State Bank of India to accede to the MRA, as assenting lenders to the resolution plan.
Purpose of entering into the agreement	The deed of Accession to MRA has been executed to formally record the terms of the restructuring plan with ICICI Bank and State Bank of India and include them within the coverage of whole restructuring plan (prepared in accordance with stressed assets restructuring framework of the Reserve Bank of India)
Size of agreement;	The Deed of Accession to MRA has been executed in relation to debt aggregating to Rs. 194.93 Crores (comprising of a fund-based exposure of Rs. 167.86 Crore and non-fund based limits of Rs. 27.07 Crore). The fund-based exposure will be restructured as non-convertible debentures.
Shareholding, if any, in the entity with whom the agreement is executed;	NIL

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Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	1. The lenders have right to appoint nominee directors. 2. The Company is obligated to convert certain interest component of part of the debentures (proposed to be issued) into equity, to the lenders. 3. The MRA also obligates conversion of promoter debt, both existing and additionally infused amounts into equity.
Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	NA
Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	NA
In case of issuance of shares to the parties, details of issue price, class of shares issued	As per terms of the restructuring plan, part of the interest obligations on the debentures, due to the debenture holders are proposed to be converted to equity. Additionally, the promoter is under obligation to convert existing and further promoter debt into equity. The issuance price shall be determined in accordance with RBI guidelines and SEBI regulations.
In case of loan agreements, details of lender/borrower, nature of the loan, total amount of loan granted/taken, total amount outstanding, date of execution of the loan agreement/sanction letter, details of the security provided to the lenders / by the borrowers for such loan or in case outstanding loans lent to a party or borrowed from a	The deed of Accession to MRA or MRA is not a standalone loan agreement, however it has effect of restructuring of various existing loan facilities. **Parties to the agreement:** As mentioned above, provisions have been provided for the remaining lenders to accede to the MRA at a later date. **Date of underlying loan agreements:** The MRA and consequently the deed of Accession to MRA have been entered into in relation to various underlying agreements including loan agreement was

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Engineering Limited

party become material on a cumulative basis	entered into on March 18, 2008 as supplemented by first supplemental working capital consortium agreement dated February 19, 2010, by second supplemental working capital consortium agreement dated August 29, 2011, by amended and restated working capital consortium agreement dated March 18, 2016, by fourth supplemental working capital consortium agreement dated September 27, 2018, and by fifth supplemental working capital consortium agreement dated August 12, 2021. **Amount of Loan Granted:** The deed of Accession to MRA or MRA does not provide for fresh funding/loan. Total Debt of rupees 194. 93 Crores (fund based exposure is Rs. 167.86 Crores and non-fund based exposure is Rs. 27.07 Crores) is getting restructured through the MRA. Existing security available with the consortium will be extended for securing the debentures.
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

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