

Date: August 23, 2024

BSE Limited 1st Floor, New Trading Wing, Rotunda Building Phiroze Jeejeebhoy Towers, Dalal Street, Fort Mumbai – 400001 corp.relations@bseindia.com SCRIP Code- 544133	National Stock Exchange of India Limited Exchange Plaza, 5th Floor, C – 1, Block G Bandra – Kurla Complex, Bandra (E) Mumbai – 400051 cmlist@nse.co.in Symbol-EXICOM
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RE: Disclosure under Regulation 30 of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements), Regulations, 2015 ('SEBI Listing Regulations')

Subject: Execution of Loan Agreement with Exicom Power Solutions B.V. Netherlands, a Wholly Owned Subsidiary company

Dear Sir/Madam,

Pursuant to Regulation 30 read with Para B of Part A of Schedule III of the SEBI Listing Regulations, we wish to inform you that Exicom Tele-Systems Limited ("the Company") has, on August 22, 2024, entered into a Loan Agreement ("Agreement") with Exicom Power Solutions B.V., Netherlands, a Wholly Owned Subsidiary of the Company, for granting an unsecured loan of Rs. 175.00 Crores (Rupees One Hundred Seventy Five Crores Only) to Exicom Power Solutions B.V. ("Borrower"). The purpose of this loan is for the Borrower to infuse the funds in its wholly-owned subsidiaries in the USA and Australia respectively. These subsidiaries will use the funds to support their primary business activities and to facilitate business growth and expansion.

The details required, in accordance with requirement of Regulation 30 of the SEBI Listing Regulations read with Para B (5) of Part A of Schedule III and SEBI Circular No. SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023, are enclosed as '**Annexure- A**'.

We request to take the above information on your records and disseminate the same on your respective websites.

Thanking You,

Yours faithfully,

For Exicom Tele-Systems Limited

Sangeeta Karnatak
Company Secretary & Compliance officer
Membership No. 25216

Enclosed: As above

ANNEXURE - A

Agreements (viz. loan agreement(s) or any other agreement(s) which are binding and not in normal course of business, revision(s) or amendment(s) and termination(s) thereof:

Sl. No.	Brief Particulars	Remarks
1	Name(s) of parties with whom the agreement is entered;	The Loan agreement (“the Agreement”) has been entered into between Exicom Tele-Systems Limited (“the Company”) and Exicom Power Solutions B.V. , Netherlands, a Wholly owned Subsidiary of the Company (hereinafter “the Borrower”)
2	Purpose of entering into the agreement;	The Borrower will infuse the funds in its wholly-owned subsidiaries in the USA and Australia respectively. These subsidiaries will use the funds to support their primary business activities and to facilitate business growth and expansion.
3.	Size of agreement ;	Rs. 175.00 crores (Rupees One Hundred Seventy Five Crores only)
4.	Shareholding, if any, in the entity with whom the agreement is executed	The Company holds 100% shares of the Borrower.
5.	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.	<p>The Agreement does not contain terms pertaining to right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure.</p> <p>The significant terms in the Agreement includes certain terms as provided herein below:</p> <p>Interest Payment:</p> <p>The Borrower shall be obligated to pay interest on the outstanding amount of the Loan borrowed at the rate of 12.50% per annum.</p> <p>The Borrower shall be charged interest on a monthly basis as may be communicated to the Borrower by the Company from time to time.</p> <p>The Company may, at its sole discretion but without being bound to do so, may at the request of the Borrower, reduce the interest rate from a date acceptable to the Company.</p> <p>Details of Disbursement:</p> <p>The Loan may be disbursed in one or more instalments/tranches as may be decided by the Company having regard of the needs of the Borrower.</p>

		<p>The terms and conditions of the Agreement shall be applicable to each instalment/tranche and all instalments/tranches shall be treated as a single loan for the Agreement.</p> <p>Mode of Disbursement</p> <p>The Loan amount may be disbursed, by directly crediting the Loan amount in the designated bank account of the Borrower or by way of providing a Demand Draft or Cheque for the Loan amount to be drawn on the Company's account by the Borrower.</p>										
6.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	<p>The Borrower is a wholly-owned subsidiary of the Company.</p> <p>Save and except what is mentioned above, the Promoters/promoter group/group companies are not interested in the transaction.</p>										
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	<p>Yes, the Borrower is a wholly owned subsidiary of the Company and therefore the transaction would fall within the related party transactions.</p> <p>The said transaction is at arms' length.</p>										
8.	In case of issuance of shares to the parties, details of issue price, class of shares issued;	Not applicable										
9.	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 party become material on a cumulative basis;	<table border="1"> <tr> <td>Details of the lender/borrower</td> <td> <p>Lender Exicom Tele-Systems Limited</p> <p>Borrower Exicom Power Solutions B.V. Netherlands</p> </td> </tr> <tr> <td>Nature of the loan</td> <td>Unsecured loan</td> </tr> <tr> <td>Total amount of loan granted</td> <td>Rs. 175.00 crores (Rupees One Hundred Seventy Five Crores only)</td> </tr> <tr> <td>Date of execution of the loan agreement/sanction letter</td> <td>August 22, 2024</td> </tr> <tr> <td>Details of the security provided to the lenders</td> <td>Nature of loan is unsecured. Hence, not applicable</td> </tr> </table>	Details of the lender/borrower	<p>Lender Exicom Tele-Systems Limited</p> <p>Borrower Exicom Power Solutions B.V. Netherlands</p>	Nature of the loan	Unsecured loan	Total amount of loan granted	Rs. 175.00 crores (Rupees One Hundred Seventy Five Crores only)	Date of execution of the loan agreement/sanction letter	August 22, 2024	Details of the security provided to the lenders	Nature of loan is unsecured. Hence, not applicable
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10.	Any other disclosures related to such agreements, viz., details of nominee on the board of directors of the listed entity, potential	Not applicable										

	conflict of interest arising out of such agreements, etc.;	
11.	In case of termination or amendment of agreement, listed entity shall disclose additional details to the stock exchange(s): 1. Name of parties to the agreement; 2. Nature of the agreement; 3. Date of execution of the agreement; 4. Details of amendment and impact thereof or reasons of termination and impact thereof.	Not applicable