

**Date: August 26, 2024**

<b>BSE Limited</b> 1st Floor, New Trading Wing, Rotunda Building Phiroze Jeejeebhoy Towers, Dalal Street, Fort Mumbai - 400001  <a href="mailto:corp.relations@bseindia.com">corp.relations@bseindia.com</a>  <b>SCRIP Code- 544133</b>	<b>National Stock Exchange of India Limited</b> Exchange Plaza, 5th Floor, C - 1, Block G Bandra - Kurla Complex, Bandra (E) Mumbai - 400051  <a href="mailto:cmlist@nse.co.in">cmlist@nse.co.in</a>  <b>Symbol-EXICOM</b>
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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 to avail Facility from Axis Finance Limited**

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 that Exicom Tele-Systems Limited ("**the Company**") has entered into a Loan Agreement ("Agreement") with Axis Finance Limited (**hereinafter "the Lender"**) on August 26, 2024, to avail secured loan (**hereinafter "the Facility"**) of up to Rs. 125.00 Crores (Rupees One Hundred Twenty Five Crores Only)

The Facility shall be utilized for the following purposes:

- Acquisition of assets of an Australian company named Tritium (manufacturer of EV chargers), located in USA and Australia ("**Target Company**") by the wholly-owned subsidiary/step-down wholly-owned subsidiary(ies).
- Towards transaction charges.

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**

**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 <b>Exicom Tele-Systems Limited (“the Company”)</b> and ‘ <b>Axis Finance Limited’ (hereinafter “the Lender”)</b> , a Non-Banking Financial Company under the Reserve Bank of India Act, 1934.
2	Purpose of entering into the agreement;	<p>The Facility shall be utilized for the following purposes:</p> <ul style="list-style-type: none"> <li>• acquisition of assets of an Australian company named Tritium (manufacturer of EV chargers), located in USA and Australia (“<b>Target Company</b>”) by the wholly-owned subsidiary/step-down wholly-owned subsidiary(s)</li> <li>▪ towards transaction charges.</li> </ul> <p>Further, the facility shall not be utilized for purchase of land or any purpose prohibited by RBI/FEMA/SEBI.</p>
3.	Size of agreement ;	Upto Rs. 125.00 Crores (Rupees One Hundred Twenty Five Crores only)
4.	Shareholding, if any, in the entity with whom the agreement is executed	Nil
5.	Significant terms of the agreement (in brief)	<p>The significant terms of the Agreement inter-alia includes :</p> <ul style="list-style-type: none"> <li>▪ creation of a) first <i>pari passu</i> charge by way of mortgage over the entire immovable assets; b) first <i>pari passu</i> charge by way of hypothecation over the entire movable fixed assets; c) first <i>pari passu</i> charge by way of hypothecation over the entire current assets, both present and future; and d) Irrevocable and unconditional guarantee by Mr. Anant Nahata.</li> </ul> <p>The securities as mentioned in point a) to c) above shall be shared on <i>pari-passu</i> basis with the existing lenders of the Company.</p> <ul style="list-style-type: none"> <li>▪ Tenure of the facility: 6 (six) years from the date of Initial Drawdown Date.</li> <li>▪ Interest Rate: 10.75% per annum payable monthly- (spread of 5.40%). Further, the interest rate shall get reduced by 0.25%, if the Borrower gets external rating of “A” from Credit Rating Agency. Similarly, any decrease in rating shall result in increase of rate by minimum of 0.25%.</li> </ul>

		<ul style="list-style-type: none"> <li>Repayment Date or Schedule: the term loan facility shall be repayable in 24 (twenty-four) equal quarterly instalments.</li> </ul>	
6.	Whether the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship	Not Applicable	
7.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	Not Applicable	
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;	Details of the lender/borrower	<b>Lender</b> Axis Finance Limited  <b>Borrower</b> Exicom Tele-Systems Limited
		Nature of the loan	Term loan
		Total amount of loan granted	Rs. 125.00 crores (Rupees One Hundred Twenty Five Crores only)
		Date of execution of the loan agreement/sanction letter	August 26, 2024
		Total amount outstanding	Nil
		Details of the security provided to the lenders	as mentioned in Point 5, above
10.	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.;	Not Applicable	
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	